City of South Lake Tahoe
City Council
Meeting Agenda
Tuesday, March 14, 2023 at 9:00 AM
City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

- -

NOTICE OF VIRTUAL MEETING - Pursuant to Gov. Code 54953(e)(1)(c) City Council may participate via video/teleconference and the public may participate via email or telephone only. See below for zoom and live stream instructions.

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

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

Public Participation
Meetings are live-streamed on Channel 21, City website at www.cityofslt.us, and via ZOOM at this link https://us06web.zoom.us/j/87651412447

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: By Phone: If you are joining the meeting via ZOOM and would like to make a comment, press the "raise a hand" button. If you are joining the meeting via Channel 21 or live stream and would like to make a comment, please call (530) 542-6500. The meeting ID is ID: 876 5141 2447 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.

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. Requests for interpreter services to offer public comment may be made by contacting the City Clerk.

Call to Order/Pledge of Allegiance

Roll Call

Closed Session Report

City Employee Recognition

1. City Employee Recognitions

Requested Action / Suggested Motions: One new employee will be introduced to City Council.
Responsible Staff Member: Various

Item 1 - Executive Summary.pdf
01-Staff Report Employee Service 03 14 2023.pdf

City Commission and Student Advisory Reports

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)

Consent Agenda

Public Comment - This is the public's opportunity to speak on any topic listed on the Consent Agenda. Comments shall be limited to three (3) minutes.

The consent agenda consists of items of a repeating or routine nature considered under a single action. Any Councilmember may have an item on the consent agenda removed and considered separately upon request.

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

2. City Council Meeting Minutes

Requested Action / Suggested Motions: Pass a Motion approving the January 31, 2023 City Council Strategic Planning Retreat minutes and the February 14, 2023 Regular City Council meeting minutes.
Responsible Staff Member: Susan Blankenship, City Clerk

Item 2 - Executive Summary.pdf
01 31 2023 Strategic Planning Retreat Minutes.pdf
02 14 2023 Minutes.pdf

3. City Boards, Commissions and Committees Resolution

Requested Action / Suggested Motions: Pass a Resolution outlining the structure, duties, qualifications and responsibilities of City Boards, Commissions and Committees that incorporates the Independent Citizens' Oversight Committee (replaces Resolution 2018-111), adds an additional non-voting representative selected from the Boys and Girls Club Organization to the Arts, Culture, and Tourism Commission, and makes other minor corrections as needed.
Responsible Staff Member: Susan Blankenship, City Clerk

Item 3 - Executive Summary.pdf
01-Staff Report - City Commissions, Boards and Committees Resolution.docx
02-Res 2018-111 Independent Citizens Oversight.pdf
03-Res 2022-011 Commissions and Boards.pdf
04-Resolution 2022-011 - Commissions and Boards_Red Line.pdf
05-Resolution - City Boards, Commissions and Committees.docx

4. Fiscal Year 2022-23 Quarterly Financial Status Report - Quarter Ending December 2022

Requested Action / Suggested Motions: Receive and file.
Responsible Staff Member: Andrew Black, Financial Services Supervisor

Item 4 - Executive Summary.pdf
01-Staff Report - Dec 2022 Budget and Financial Status Report
02-FY 2022-23 Qtrly Budget Report Dec 2022

5. Investment Portfolio Report - December 31, 2022

Requested Action / Suggested Motions: Receive and file.
Responsible Staff Member: Olga Tikhomirova, Director of Finance

Item 5 - Executive Summary.pdf
01-Staff_Report_Investment_Report_Dec_22.docx
02-Operations Cash 12 31 2022.pdf
03-Fiscal Agent 12 31 2022.pdf
04-Graph 12 31 2022.pdf
05-Cash December 2022.pdf

6. Annual Report and Ordinance Renewal for Military Equipment Use (AB 481)

Requested Action / Suggested Motions: Pass a Resolution accepting receipt of the “AB 481 2022

Annual Report" and approving renewal of Ordinance 2022-1163, "Adoption of 'Military Equipment' Use Policy" Including Updated Equipment List.
Responsible Staff Member: David Stevenson, Chief of Police

Item 6 - Executive Summary.pdf
01-Staff Report - AB 481 Annual Report and Ordinance Renewal.docx
02-RESOLUTION AB 481 Renewal.docx
03-AB 481 2022 Annual Report.docx
04-EQUIPMENT LIST.docx
05-ORD 2022-1163 Military Equipment Use.pdf

7. 2023 Cannabis Revenue Policy, Grant Program Process, and Guidelines

Requested Action / Suggested Motions: Pass a Resolution adopting the 2023 Cannabis Revenue Policy, Grant Program Process and Guidelines.
Responsible Staff Member: Sara Letton, Sustainability Coordinator

Item 7 - Executive Summary.pdf
01 - Staff Report Cannabis Revenue Grant Program 2023.docx
02-Resolution - 2023 Cannabis Revenue Policy Grant Program Process and Guidelines.docx
03-Cannabis Revenue Policy (Exh. A to Reso).docx
04 - Cannabis Revenue Policy Redline.pdf

8. City of South Lake Tahoe General Plan Annual Report and Surplus Land Inventory for 2022

Requested Action / Suggested Motions: 1) Pass a Resolution accepting the 2022 General Plan Annual Progress Report; and 2) Pass a Resolution declaring surplus land inventory.
Responsible Staff Member: Madison Dederick, Assistant Planner

Item 8 - Executive Summary.pdf
01 - Staff Report General Plan APR.docx
02-Resolution - General Plan APR.docx
03-General Plan APR (Exh. A to Reso)
04-Resolution - Declaring Surplus Land Inventory.docx
05- PC Resolution 2023-004 Surplus Land Inventory.pdf
06-PC Resolution 2023-003 General Plan 2022.pdf

9. Application to Tahoe Regional Planning Agency for Lake Tahoe Restoration Act Grant Funding up to $725,000 for Tahoe Valley Stormwater & Greenbelt Improvement Project, Phase 2

Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Director of Public Works to file an application for a TRPA administrated Lake Tahoe Restoration Act grant for watershed improvements and acceptance of the award of up to $725,000 with a 20% local match contribution of $145,000 for the Tahoe Valley Stormwater & Greenbelt Improvement Project, Phase 2.
CEQA Determination: A Mitigated Negative Declaration (MND) for the Tahoe Valley Stormwater & Greenbelt Improvement Project (Tahoe Valley) was adopted by the Planning Commission in May 2019. This action is within the scope of the MND and no further environmental review is required under CEQA Guidelines section 15162.

Responsible Staff Members: Stan Hill, Engineering Manager and Jason Burke, Complete Streets Project Manager

Item 9 - Executive Summary.pdf
01-Staff Report - LTRA Grant.docx
02-Project Location Map.pdf
03-Resolution - LTRA Grant.docx

10. Acceptance of Grant for Officer Wellness and Mental Health from California Board of State and Community Corrections for $28,000

Requested Action / Suggested Motions: Pass a Resolution authorizing acceptance of an Officer Wellness and Mental Health Grant from the California Board of State and Community Corrections and appropriate grant amount of $28,000.
Responsible Staff Member: David Stevenson, Chief of Police

Item 10 - Executive Summary.pdf
01-Staff_Report_-_California_Board_of_State_and_Community_Corrections_Grant.docx
02-Resolution_-_California_Board_of_State_and_Community_Corrections_Grant.docx
03-California Board of State and Community Corrections Distribution List
04-BSCC Officer Wellness Grant Memo.pdf

11. Parking Ambassador Allocation Increase

Requested Action / Suggested Motions: Pass a Resolution authorizing amendment to FY 2022-2023 List of Allocated Permanent Positions adding two Parking Ambassadors and approving corresponding adjustments to FY 2022-2023 budget.
Responsible Staff Member: David Stevenson, Chief of Police

Item 11 - Executive Summary.pdf
01-REPORT_Parking_Ambassador_Allocation_Increase_031423.docx
02-Resolution_-_Parking_Ambassador_Allocation_Increase.docx
3-Position Allocation 22-23 Feb 2023 (Exh. 1 to reso).pdf

12. Acceptance of $35,000 Grant from California Department of Fish and Wildlife's Office of Spill Prevention and Response

Requested Action / Suggested Motions: Pass a Resolution allowing the Fire Department to receive grant funds from California Department of Fish and Wildlife for up to $35,000 for the purchase of oil spill response equipment and to secure required training.
Responsible Staff Member: Jim Drennan, Fire Chief

Item 12 - Executive Summary.pdf
01-California_Fish_and_Wildlife_Grant.docx
03-Grant Award Letter
02-Resolution_-_California_Dept_of_Fish_and_Wildlife_Grant__1_.docx

13. Amendment 1 to Agreement with Wildscape Engineering, Inc. for Additional Services for the Bijou Creek Watershed Restoration Project

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute Amendment 1 to Professional Service Agreement with Wildscape Engineering, Inc. for additional services related to Bijou Creek Watershed Restoration Project in an amount not to exceed $22,414, for a total not-to-exceed contract amount of $483,320.69.
CEQA Determination: A CEQA Initial Study/Mitigated Negative Declaration (SCH #2020090564) was approved by the Planning Commission on November 19, 2020. This action is within the scope of the IS/MND and no further environmental review is required under CEQA Guidelines section 15162. NEPA review is also required and analysis is underway to determine the NEPA decision required for the project.
Responsible Staff Member: Anush Nejad, Director of Public Works and Jason Burke, Complete Streets Program Manager

Item 13 - Executive Summary.pdf
01-Staff Report - Amendment 1 to Agreement with Wildscape Engineering.docx
02-Project Location Map.pdf
03-Amendment 1 to C-106-2021 Wildscape Engineering.pdf
04-C-106-2021 Wildscape Engineering.pdf

14. Memorandum of Understanding between the City of South Lake Tahoe and Barton Healthcare System for 340B Drug Discount Program

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a Memorandum of Understanding with Barton Healthcare System for 340B Drug Discount Program.
Responsible Staff Member: Lindsey Baker, Assistant City Manager

Item 14 - Executive Summary.pdf
01 - Staff Report 340B MOU
02-Memorandum_of_Understanding_with_Barton_Healthcare_System_for_340B_Drug_Discount_Program.docx

15. Application to California State Lands Commission to Extend Lease for El Dorado Boat Launch

Requested Action / Suggested Motions: Pass a Motion authorizing staff to submit an application to the California State Lands Commission to extend Lease 5222 for continued use of the El Dorado Boat Launch.
CEQA Determination: The extension of this Lease is exempt from review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15301 (existing facilities) because it consists of leasing public property involving negligent or no expansion of existing or former use.
Responsible Staff Member: Lauren Thomaselli, Director of Parks and Recreation

Item 15 - Executive Summary.pdf
01_SR_Lease_5222_Extension_lb.docx
02-1977 Lease 5222.9.pdf
03-Letter from State Lands Commission.pdf

16. Amendment 5 to Airport Master Professional Services Agreement with Environmental Sciences Associates for Preparation of a Section 163 Analysis and Spill Prevention, Control and Countermeasures Plan

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute Amendment 5 with Environmental Sciences Associates for preparation of a Section 163 Analysis and Spill Prevention, Control and Countermeasures Plan for the Airport, for an amount of $16,927.
Responsible Staff Member: John Dickinson, Airport Manager

Item 16 - Executive Summary.pdf
01-Staff Report- Amendment 5 ESA
02-Amendment 5 to Airport Master Professional Services Agreement with Environmental Science Associates
03- Airport Master PSA Amendments 1-4 with Environmental Sciences Associates.pdf

17. Amendment 3 to Professional Services Agreement with Jviation for Pavement Maintenance Management Plan (PMMP) Grant 47 and Grant Acceptance

Requested Action / Suggested Motions: Pass a Resolution authorizing the Airport Manager to accept FAA Grant 47 in the amount of up to $150,000 and appropriating funding for the project, which includes Federal Aviation Administration, City, and State matching funds, and authorizing and directing the Mayor to execute Amendment 3 with Jviation for Pavement Maintenance Management Plan, with a not-to-exceed amount of $140,558.
CEQA Determination: This project has previously obtained a CEQA Categorical Exclusion under 14 CCR §15262, “Feasibility & Planning Study” and a NEPA Categorical Exemption under 307o. “Approving AIP funding for a request to issue a planning grant that does not commit the FAA to a project.”
Responsible Staff Member: John Dickinson, Airport Manager

Item 17 - Executive Summary.pdf
01-Staff Report-Amendment 3 to PSA with Jviation.docx
02-Resolution FAA Grant 47 Acceptance .docx
03-Contract_Amendment_3_Jviation.pdf
04-Res_2022-119_Caltrans_AIP_Matching_Grant.pdf
05 -C-103-2022_JVIATION.pdf
06-FAA_Grant_Award_Letter.pdf

18. Amendment 2 to Agreement for Construction Management Services with SierraCon/CORE for the Multigenerational Recreation and Aquatics Center Project

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor Pro Tem to execute Amendment 2 to the Professional Services Agreement with SierraCon/CORE for additional services for preconstruction and rebidding of Phase 2 for the Multigenerational Recreation and Aquatics Center Project at an additional amount of $653,302 and a total not-to-exceed amount of $1,444,545.
CEQA Determination: On January 18, 2022, the City Council adopted an Initial Study/Mitigated Negative Declaration (IS/MND) for the 56 Acre Master Plan and the Multigenerational Recreation and Aquatics Center (State Clearinghouse file No. 2021120206) and file the Notice of Determination filed with the El Dorado County Clerk on January 19, 2022. This action is included within the scope of the IS/MND and no further environmental review is required under CEQA Guidelines 15162.
Responsible Staff Member: Jim Marino - Capital Improvements Manage and Facilities Program Manager

Item 18 - Executive Summary.pdf

01-Staff Report-SierraCon Amendment 2.docx
02-Amendment 2 to PSA with SierraCon.doc
03-SierraCon Proposal for Re-Bid.pdf
05-C-029-2021 SierraCon Inc.pdf
06-C-107-2022 Amendment 1 with SierraConCore.pdf

19. Amendment 6 to Agreement for Architectural and Engineering Services with Jordan Knighton Architecture Engineering for the Multigenerational Recreation and Aquatics Center

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor Pro Tem to execute Amendment 6 to the Professional Services Agreement with Jordan Knighton Architecture Engineering for an additional $144,550 and total not-to-exceed amount of $4,951,383 for added scope of services for the Multigenerational Recreation and Aquatics Center.
CEQA Determination: On January 18, 2022, the City Council adopted an Initial Study/Mitigated Negative Declaration (IS/MND) for the 56 Acre Master Plan and the Multigenerational Recreation and Aquatics Center (State Clearinghouse file No. 2021120206) and filed the Notice of Determination filed with the El Dorado County Clerk on January 19, 2022. This action is included within the scope of the IS/MND and no further environmental review is required under CEQA Guidelines 15162.
Responsible Staff Member: Jim Marino, Capital Improvements Project Manager

Item 19 - Executive Summary.pdf
01-Staff Report - Amendment 6 to Agreement with JKAE.docx
02-Amendment 6 to Agreement with JKAE.doc
03-Exh. A to Amendment 6
04-C-084-2020 JK Architecural Eng. for Rec Ctr.pdf
05-C-010-2021 Amendment 1 to Agreement with JK Architecture Engineering.pdf
06-C-108-2021 Amendment 2 and 4 to Agreement with JK Architecture
07-C-106-2022 Amendment 5 to Agreement with Jordan Knight Architects.pdf

20. Agreement with Lake Tahoe Community College for No-Cost Loan of City-Owned Tahoe Regional Planning Agency Development Rights for Student Housing

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute an agreement with Lake Tahoe Community College to loan at no cost 21 multi-family residential units of use for a 33 unit/100 bed student housing project.
CEQA Determination: The Project is identified in the LTCC Facilities Master Plan, for which LTCC prepared an Initial Study/Mitigated Negative Declaration under the California Environmental Quality Act (CEQA) (State Clearinghouse #2021040192) which was adopted by the LTCC District Board of Trustees on May 25, 2021. This action is within the scope of the IS/MND and no further environmental review is required under CEQA Guidelines section 15162.
Responsible Staff Member: Hilary Roverud, Director of Development Services

Item 20 - Executive Summary.pdf
01-Staff Report - LTCC Agreement.docx
02-Agreement to Loan Development Rights to LTCC

Public Hearing

21. 2022-2023 Master Fee Schedule

Requested Action / Suggested Motions: No formal action is required. City Council is asked to provide feedback to the City Manager and staff on the 2022-2023 Master Fee Schedule.
Responsible Staff Member: Akemi Nishimura, Accountant I

Item 21 - Executive Summary.pdf
01-Staff_Report_2023_Master_Fee_Schedule.docx
02-Master Fee Schedule 2023 (Red-Lined).pdf
03-City of SLT Financial Policies - Strengthening Financial Position rev Feb 2013.pdf
04-03 14 2023 Notice of Publication

Regular-Unfinished Business

22. Citizen Appointments to Commissions and Boards

Requested Action / Suggested Motions: Interview applicants and Pass a Motion appointing applicants as follows: 1 member to serve a four-year term to the Independent Citizens' Oversight Committee (Measure P), 1 member to serve a two-year term to the Airport Land Use Commission, and direct the City Clerk to continue soliciting for applications to the remaining vacancy.
Responsible Staff Member: Susan Blankenship, City Clerk

Item 22 - Executive Summary.pdf
01-Staff Report Citizen Appointments to Boards & Commissions.docx
02-ALUC - Manfredi_Redacted.pdf
03-ICOC - Wood_Redacted.pdf
04-Maddy Act List.pdf

23. Ordinance Amending South Lake Tahoe City Code Section 6.55.230 (Temporary Activities and Uses) (First Reading)

Requested Action / Suggested Motions: Pass a Motion to hold a first reading (by title only) of an Ordinance amending the South Lake Tahoe City Code Section 6.55.230 (Temporary Activities and Uses) to modify permit criteria for special events and refer second reading and adoption to the March 14, 2023 meeting.
CEQA Determination: This Ordinance is exempt from review under the California Environmental Quality Act (CEQA) under CEQA Guidelines sections 15323 (normal operations of facilities for public gatherings) and 15304(e) (minor alterations of land for temporary uses).
Responsible Staff Member: Madison Dederick, Assistant Planner

Item 23 - Executive Summary.pdf
01-Staff_Report_Special_Events.docx
02-ORDINANCE_AMENDING_CITY_CODE_SECTION_6.55.230.docx
03-Redline - SLTCC 6.55.230 Amendment.pdf
04-Special Event Guidelines.docx
05-Special Event Application.docx

24. 2023-2028 Strategic Plan Adoption

Requested Action / Suggested Motions: Pass a Motion adopting the 2023-2028 Strategic Plan.
Responsible Staff Member: Joseph Irvin, City Manager

Item 24 - Executive Summary.pdf
01-Staff Report - 2023-2028 Strategic Plan.docx
02-Priority 1 - Built Environment.docx
03-Priority 2 - Recreation and Equitable Access.docx
04-Priority 3 - Community for All.docx
05-Priority 4 - Economic Development.docx
06-Priority 5 - Core Services and High Performing Government.docx
07-Final Strategic Priorities Workplan _ 3-14-2023.pdf

Regular-New Business

25. Ratification of Proclamation of Local Emergency Due to Severe Winter Storms

Requested Action / Suggested Motions: Pass a Resolution ratifying a Proclamation of Local Emergency Due to Severe Winter Storms.
Responsible Staff Member: Heather Stroud, City Attorney

Item 25 - Executive Summary.pdf
01-Staff Report Ratification of Local Emergency.docx
02-Resolution Ratifying Proclamation of Local Emergency.docx
03-Proclamation of Local Emergency (Exh. A to Reso).pdf

26. Fiscal Year 2022-2023 Mid-Year Budget Review, Amendments to the Allocated Permanent Position Listing, and Five-Year Financial Plan Update

Requested Action / Suggested Motions: Pass a Resolution approving FY 2022-2023 Mid-Year Budget Adjustments and Amendments to the Allocated Permanent Position Listing for Changes Made during Mid-Year.
Responsible Staff Members: Olga Tikhomirova, Director of Finance and Joseph Irvin, City Manager

Item 26 - Executive Summary.pdf
01-Staff Report - Mid-Year Budget and 5-Year Plan March 2023.docx
02-RESO Mid-year Budget 2022-2023.docx
03-Position Allocation 22-23 (Exh. A to Reso).pdf
04-Salary Table (Exh. B to Reso).pdf
05-5yr Finacial Plan & Assumptions as of March 2023.pdf

27. Purchase of Various Snow Removal Equipment and Update to Snow and Ice Removal Plan

Requested Action / Suggested Motions: (1) Pass a Resolution authorizing purchase of 1) one (1) Trackless Snow Blower for Parks Maintenance from Shafer Equipment Company, Inc. through Houston Galveston Area Council (HGAC) Cooperative Agreement for $167,680.54; 2) four (4) John Deer Graders from Pape Machinery through Sourcewell Cooperative Agreement for $2,168,360.76 and, 3) two (2) Zaugg Rolba 3000 Snow Blowers for a total of $1,200,212 from Hardline Equipment based on Emergency Purchase Sole-source Justification for Specialized Equipment, per City SLTCC § 3.45.070, and approving related Fiscal Year 2022-2023 budget amendments; and (2) Receive report from Staff regarding Update to Snow Operational Plan
Responsible Staff Members: Anush Nejad, Director of Public Works and Phil Harwood, Maintenance Manager, Jerry Heath, Streets Manager

Item 27 - Executive Summary.pdf
01-Staff Report - Snow Operations.docx
02-Snow and Ice Removal Plan (Revised March 2023).pdf
03-Plow Zones.pdf
04-Shafer_Contract_Trackless_Equpiment.pdf
05_-_Pape_Machinery_Contract_John_Deere_Equipoment.pdf
06-Zaugg_Sole-Source_Form_-_signed.pdf
07-Zaugg Snow Blowers Quotes.pdf
08-Zaugg Technical Data Sheet - Rolba 3000.pdf
09-Banc of America Finance Terms.pdf
10-Resolution - Snow Equipment Purchase.docx
11 - Snow Operations Presentation.pptx

28. Supplemental Residential Inclusionary Analysis

Requested Action / Suggested Motions: Receive presentation and provide direction to staff regarding the establishment of an inclusionary housing percentage and in-lieu fee.
Responsible Staff Member: Zachary Thomas, Housing Manager

Item 28 - Executive Summary.pdf
01-Staff Report - Supplemental.docx
02-Staff Report - Original Study.docx
03- Supplemental Nexus Analysis.pdf
04-Local Housing Funding Feasibility Study.pdf

29. 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 2023 at one-third of the recommended fair market value outlined in the appraisal.
Responsible Staff Member: John Hitchcock, Planning Manager

Item 29 - Executive Summary.pdf
01-Staff Report - Development Rights Appraisal
02-Development Rights Accounting.docx
03-Resolution 20222-051.pdf
04-2023_Appraisal.pdf
05-Resolution - Development Rights

30. Ratification of Amendment 1 to Concessionaire Agreement with On Course Events for Live at Lakeview Summer Concert Series

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute the Ratification of Amendment 1 to the Agreement with On Course Events to extend the Agreement for 2 years and for $5000 of additional funding annually for 2023 and 2024 to produce Live at Lakeview Summer Concert Series.
CEQA Determination: Lakeview Commons Summer Concert Series is categorically exempt from review under the California Environmental Quality Act (CEQA) because the events will allow for the normal operations of existing facilities for public gatherings for which the facilities were designed (CEQA Guidelines section 15323 – Normal Operations of Facilities for Public Gatherings).

Responsible Staff Member: Lauren Thomaselli, Director of Parks and Recreation

Item 30 - Executive Summary.pdf
01-Staff_Report_-_On_Course_Events_Contract_Amendment_1.docx
02-C-136-2019 On Course Events Concessionaire Agreement.pdf
03-In Kind Services Estimate.pdf
04-Amendment_1_to_Agreement_with_On_Course_Events.docx

31. City Council South Shore Transit Subcommittee

Requested Action / Suggested Motions: The City Council are asked to determine if a South Shore Transit Subcommittee is needed and if so, define the purpose and term of the Subcommittee. If determined, Pass a Motion to establish an ad hoc South Shore Transit Subcommittee and appoint two council members to serve as part of the subcommittee for the defined purpose and term.
Responsible Staff Member: Susan Blankenship, City Clerk

Item 31 - Executive Summary.pdf
01-Staff Report - South Shore Transit Subcommittee.docx

Agenda Planning Calendar

32. Agenda Planning Calendar

Requested Action / Suggested Motions: A Councilmember may request that an item be placed on a future agenda. Upon the support of one (1) additional Council Member, direction shall be given to the City Manager to calendar the item for a convenient future agenda, but no sooner than the second meeting after the request was made, and/or modify the Agenda Planning Calendar as desired.
Responsible Staff Member: Joseph Irvin, City Manager

Item 32 - Executive Summary.pdf
APC -03 09 2023.pdf

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

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

Adjournment

I, Susan Blankenship, City Clerk for the City of South Lake Tahoe, declare that the foregoing agenda for the Tuesday March 14, 2023 meeting of the City of South Lake Tahoe City Council was posted and available for review on Thursday, March 9, 2023 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 March 9, 2023
\\sb\\
Susan Blankenship, Elected City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 14, 2023
Agenda Item #: 1

Agenda Item: City Employee Recognitions

Executive Summary: New City employees and long-serving City employees who reach the 5, 10, 15, 20, & 25 year service milestone will be recognized at each monthly meeting.

Requested Action / Suggested Motions: One new employee will be introduced to City Council.
Responsible Staff Member: Various

Responsible Staff Member: Various Departments

Reviewed and Approved By:
Susan Blankenship, City Clerk

Attachments:

01-Staff Report Employee Service 03 14 2023.pdf

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

Meeting Date: March 14, 2023

Title: City Employee Recognition

Location: Citywide

Responsible Staff Member: Various Department Directors

Background: As part of the City's Employee Recognition Program, employees who have reached five, ten, fifteen, twenty and twenty-five years of service are recognized for their achievements and contributions to the City.

New Regular City Employees:

Police Department

Jaqueline Villa – Parking Ambassador

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 14, 2023
Agenda Item #: 2

Agenda Item: City Council Meeting Minutes

Executive Summary: City Council is asked to formally approve the January 31, 2023 City Council Strategic Planning Retreat minutes.

Requested Action / Suggested Motions: Pass a Motion approving the January 31, 2023 City Council Strategic Planning Retreat minutes and the February 14, 2023 Regular City Council meeting minutes. Responsible Staff Member: Susan Blankenship, City Clerk

Responsible Staff Member: Susan Blankenship, City Clerk (530) 542-6005

Reviewed and Approved By:

Attachments:

01 31 2023 Strategic Planning Retreat Minutes.pdf
02 14 2023 Minutes.pdf

City of South Lake Tahoe
City Council Strategic Planning Retreat
Meeting Minutes
Tuesday, January 31, 2023 at 9:00 AM
The Landing, 4101 Lakeshore Blvd., South Lake Tahoe, CA

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

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

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

Call to Order/Pledge of Allegiance
At 9:05 a.m. Mayor Creegan called the meeting to order. Creegan then led the pledge of allegiance to the flag.

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

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

Public Communications
Public Comment was heard from the following person:

1. Nick Speal – Meeting location, zoom option, suggestions for agenda structure

Written Comment was received from the following people:

2. HeatherStroudLivesAt – restrictions on public comments
3. Gerald O. Barney – cell towers
4. Shirley Briggs – cell towers
5. Margaret Byers – political corruption
6. Edith Chase – cell towers
7. Theo Colburn – cell towers
8. Granville Fortescue – Tahoe Prosperity Center
9. Steven Hart – cell towers
10. Mike Judge – cell towers
11. Peter Lesgaft – cell towers
12. Edgar Wayburn – Danielle Hughes
13. Brent Wisner – cell towers

Regular New Business

1. Strategic Planning Retreat

Action: Received proposed updates to 2021-2026 Strategic Plan and insight from City Manager and Senior Management Team and provided direction to finalize 2021-2026 Strategic Plan and bring back to the March 14 meeting.

Public Comment was heard from the following people:

1. Chad Haze - safe housing for hotel workers *written material distributed
2. Ed Mosur – Bijou neighborhood playground, bike racks, Cannabis tax grants, Measure T enforcement, transit system
3. Peggy Bourland – Chateau project development, Recreation Center completion
4. Stacey Ballard, Arts, Culture and Tourism Commissioner – request for Racial Equity Statement, equitable access, Zoom Platform for all Commissions, low and medium income housing
5. Noel Farmer – Heavenly parking and traffic issue *written material distributed
6. David Gregorich, Parks and Recreation Commissioner – Recreation Center closure, new Recreation Center re-bid
7. Gavin Feiger, Leaque to Save Lake Tahoe – transit, plastic ban, affordable housing
8. Nick Speal – housing, transportation, public beach access, invasive weeds, economic development
9. Angie Reagan – equitable access, mental health, community services
10. Nick Schumaker – Raleys shopping center parking
11. Carl Rubado – operational issues
12. Brandon Fregoso – affordable housing

Written Comment was received from the following people:

13. David Jinkens –Strategic Planning strategies
14. Heidi Hill Drum, Tahoe Prosperity Center – economic development, regenerative tourism model, broadband, housing
15. Christopher Guerrero – locals' interest, infrastructure improvement, affordable housing

Adjournment

At 1:46 p.m. Mayor Creegan adjourned the meeting.

_____ _____

Cristi Creegan, Mayor Date

Attest:

_____

Susan Blankenship, City Clerk

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

City of South Lake Tahoe
City Council
Meeting Minutes
Tuesday, February 14, 2023 at 9:00 AM
City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

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

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

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

Call to Order/Pledge of Allegiance
At 9:08 a.m. Mayor Creegan called the meeting to order. Creegan then led the pledge of allegiance to the flag.

Roll Call
Present were Mayor Creegan, Councilmembers Bass, Friedrich, Robbins and Wallace.
Note: Councilmember Friedrich participated remotely pursuant to Gov. Code section 54953(f)(2)(4)(i).

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

City Employee Recognition

1. **City Employee Recognitions**
   Action: Emily Dougherty, Public Works, and Eric Dunn, Fire Department were introduced to City Council. Kevin Vankirk, Fire Department, was recognized for reaching 10 Years-Service.

Closed Session Report 02 14 2023

Conference with Labor Negotiator – Government Code section 54957.6(a)
Action: No reportable action

Closed Session Update from 01 10 2023

Conference with Legal Counsel – Existing Litigation - Government Code section 54956.9(d)(1)
Case: Jessica Martinez v. City of South Lake Tahoe et al., El Dorado County Superior Court Case No. SC20210115
Action: Final settlement agreement of $125,000 to plaintiff in exchange for dismissal of the case with prejudice.

Conference with Legal Counsel – Existing Litigation - Government Code section 54956.9(d)(1)
Case: Angela Ainley et al. v. City of South Lake Tahoe et al., Eastern District of California Case No. 2:16-cv-00049-TLN-CKD
Action: Final settlement agreement of $4.5 million in exchange for dismissal of the case with prejudice.

Public Communications

Public Comment was heard from the following people:

1. Sandra, Cuppa Tahoe owner – lost revenue from power outages
2. Kenny Curtzwiler – support for small businesses from local agencies
3. Jill Hallquist – food waste composting restrictions, South Tahoe Refuse Franchise
4. Ed Mosur – Raleys closing, Crescent V parking, political favoritism with PT Revolution
5. Dreu Murin - Councilmember Robbins statements during Lodging Association meeting regarding over-tourism * written material distributed
6. Kim DeYoung – requested staff contact for the future California Tahoe Conservancy land exchange agenda item

Written Comment was received from the following people:

7. Jim Bohlen – Diana Madson
8. Asa Briggs – cell towers
9. Shirley Briggs – cell towers
10. Ernest Coe - cell towers
11. Brent Wisner - Verizon

City Commission and Student Advisory Reports

Milo King, Student Advisory – implementation for the High School Flex schedule, support for Lake Link, Item 12 support for bike paths/e-shuttles

Consent Agenda

Action: Moved/Seconded: Wallace/Robbins
Yes: Bass, Creegan, Friedrich, Robbins and Wallace
Action: Passed Consent Agenda

2. City Council Meeting Minutes

Action: Passed **Motion 2023-012** approving the January 10, 2023 City Council and South Tahoe Redevelopment Successor Agency meeting minutes and the January 24, 2023 City Council meeting minutes.

3. Acceptance of $851,700 Grant from Bureau of Land Management for Hazardous Fuels Reduction Projects

Action: Passed **Resolution 2023-008** accepting and appropriating grant funding from the Southern Nevada Public Land Management Act through the Bureau of Land Management in the amount of $851,700 for hazardous fuels reduction projects on designated City-owned parcels.

4. Grant Application to Clean Mobility Options Voucher Program for Lake Link Electric Vehicles for up to $1,500,000

Action: Passed **Resolution 2023-009** authorizing submittal of a grant application to Clean Mobility Options Voucher Program for up to $1,500,000 to support Lake Link's transition to electric vehicles and providing carbon free Level 2 charging and on route fast charging on City property.

Public Comment was heard from the following people:

1. Ed Mosur

Regular-Unfinished Business

5. Hosted Rental Program Update

Action: Received and Filed.

Public Comment was heard from the following person:

1. Diane Reese, Tahoe Neighborhoods Group
2. Ed Mosur
3. Amanda Adams, South Tahoe Chamber of Commerce
4. Noel Farmer, Tahoe Neighborhoods Group
5. Peggy Bourland, Tahoe Neighborhoods Group
6. Mark Salmon
7. Jerry Goodman
8. Ryan Smith, South Lake Tahoe Board of Realtors
9. Natalie Yanish

Regular-New Business

6. 2022 South Tahoe Fire Rescue Annual Report

Action: Received and Filed.

7. Defensible Space Update

Action: Received and Filed.

Public Comment was heard from the following person:

1. Ed Mosur

8. Ordinance Amending South Lake Tahoe City Code Section 6.55.230 (Temporary Activities and Uses) (First Reading)

Action: **City Council directed** staff to bring this item back, removing Item M. **Council directed** staff to bring back discussion for adding nonprofit options to the Master Fee Schedule. Councilmember Bass requested the Arts and Crafts Ordinance be brought back. (Wallace second)

9. Funding Request of $71,000 for Sustainability Program Support

Action: Moved/Seconded: Wallace/Bass

Yes: Bass, Creegan, Friedrich, Robbins and Wallace

Action: Passed **Resolution 2023-010** amending the adopted 2022-2023 Budget and appropriating up to $71,000 from available General Funds Undesignated Excess Reserves for the purpose of funding a CivicSpark Fellow and hiring a consultant to prepare the 2021 greenhouse gas inventory.

10. Supercharger Lease Agreement with Tesla for 12 Parking Spaces on City Parking Lot at 3069 Harrison Ave.

Note: Mayor Creegan recused herself from this Item due to real property interest in the area and left the meeting. Councilmember Friedrich recused himself from this Item due to ownership of Tesla stock and left the meeting.

Action: Moved/Seconded: Wallace/Robbins

Yes: Bass, Robbins and Wallace

Absent (recused): Creegan and Friedrich

Substitute Motion: Pass a Motion authorizing and directing the Mayor Pro Tem to execute a Supercharger Lease Agreement **C-023-2023** in the amount of $3,600 per month from Tesla for a term of five years, with the option to extend for two additional five-year terms, and contingent upon permit issuance by the City.

Action: Passed **Motion 2023-013.**

Public Comment was received from the following people:

1. Ed Mosur
2. Tessa Sanchez, Tesla

11. Funding Agreement with the South Shore Transportation Management Association and Appropriation of $200,000 to Fund Microtransit Service Through FY 2023-2024

Action: Moved/Seconded: Bass/Wallace

Yes: Bass, Creegan, Friedrich, Robbins and Wallace

Action: (1) Passed **Motion 2023-014** authorizing and directing the Mayor to execute Funding Agreement **C-024-2023** between the South Shore Transportation Management Association (SS/TMA) and City of South Lake Tahoe; (2) Passed **Resolution 2023-011** appropriating funds in an amount of $200,000 for Mictrotransit Service, $50,000 of which is appropriated from FY 2022-2023 funds and $150,000 is appropriated from FY 2023-2024 funds; and 3) City Council approved over $850,000 commitment to expand the service to Zone 1 as recommended in the Via Comprehensive Transit Analysis of Mobility Services in the South Shore, when such program is fully funded and requested the cost of adding evening service be brought back.

The following person addressed City Council:

1. Raymond Suarez, South Shore Tahoe Transportation Management Association

Public Comment was heard from the following people:

2. Ed Mosur
3. Steve Teshara, South Shore Transportation Management Association
4. Nick Speal
5. Amelia Richmond

12. Application for U.S. Department of Transportation Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Planning Grant for $4,055,000 for the Johnson Boulevard Complete Streets Project

Note: Councilmember Bass and Councilmember Friedrich recused themselves from this Item due to property ownership in the area and left the meeting.

Action: Moved/Seconded: Wallace/Robbins

Yes: Creegan, Robbins and Wallace

Absent (recused): Bass and Friedrich

Action: Passed **Resolution 2023-012**: 1) Authorizing the Department of Public Works to submit a planning grant application totaling $4,055,000 through the RAISE program; and 2) Committing match funding in the amount of $811,000 for the Johnson Boulevard Complete Streets Project from the General Fund Undesignated Excess Reserves.

Written Comment was received from the following people:

1. Peter Fink, Bicycle Advisory Committee
2. Shay Navarro, Tahoe Regional Planning Agency

Agenda Planning Calendar

13. Agenda Planning Calendar

Action: Received.

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

City Attorney Stroud:

1. Measure T case update – decision delayed to this summer

City Manager Irvin:

1. Outreach Strategy Planning has begun on the vacancy/transient occupancy tax
2. Responded to Ms. Hallquist's public comment
3. Generator regulations going to the Planning Commission
4. Responded to Ms. DeYoung's public comment
5. City Offices closed for Presidents Day on Monday, February 20, 2023

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

Councilmember Robbins:

1. Meeting with Julie Regan, Director, TRPA
2. Attended Tahoe Transportation District meeting
3. Attended Lodging Association meeting
4. Attended Tahoe Regional Planning Agency Board meeting
5. Meeting with Carl Hasty, Tahoe Transportation District

Councilmember Wallace:

1. Support for reviewing generator installation regulations
2. Absent 2/28

Councilmember Bass:

1. Attended Tahoe Transportation District meeting
2. Requested creation of an ad-hoc South Shore Transit Subcommittee (Wallace second)
3. Upcoming Cal Trans District 3 meeting

Mayor Creegan:

1. Attended Grizzlies Hockey game
2. Upcoming Cal Trans District 3 headquarter meeting

Adjournment

At 1:33 p.m. Mayor Creegan adjourned the meeting.

_____ _____

Cristi Creegan, Mayor Date

Attest:

_____

Susan Blankenship, City Clerk

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

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 14, 2023
Agenda Item #: 3

Agenda Item: City Boards, Commissions and Committees Resolution

Executive Summary: The Resolution outlining the structure, duties, qualifications and responsibilities of City Commissions and Boards has been updated to reflect incorporation of the Independent Citizens' Oversight Committee (replaces Resolution 2018-111) consistent with the other City Boards, Commissions and Committees, adding an additional non-voting representative selected from the Boys and Girls Club Organization to the Arts, Culture, and Tourism Commission, and making other minor corrections as needed.

Requested Action / Suggested Motions: Pass a Resolution outlining the structure, duties, qualifications and responsibilities of City Boards, Commissions and Committees that incorporates the Independent Citizens' Oversight Committee (replaces Resolution 2018-111), adds an additional non-voting representative selected from the Boys and Girls Club Organization to the Arts, Culture, and Tourism Commission, and makes other minor corrections as needed.
Responsible Staff Member: Susan Blankenship, City Clerk

Responsible Staff Member: Susan Blankenship, City Clerk (530) 542-6005

Reviewed and Approved By:
Heather Stroud, City Attorney

Attachments:

01-Staff Report - City Commissions, Boards and Committees Resolution.docx
02-Res 2018-111 Independent Citizens Oversight.pdf
03-Res 2022-011 Commissions and Boards.pdf
04-Resolution 2022-011 - Commissions and Boards_Red Line.pdf
05-Resolution - City Boards, Commissions and Committees.docx

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

Meeting Date: March 14, 2023

Title: City Commissions and Boards

Location: Citywide

Responsible Staff Member: Susan Blankenship, City Clerk (530) 542-6005

Background: In 2018 the City Council adopted Resolution 2018-111 forming the Independent Citizens' Oversight Committee. The proposed Resolution will incorporate this Committee consistent with all other City Boards, Commissions and Committees.

During their January 10, 2023, meeting, City Council provided direction to add a non-voting representative selected from the Boys and Girls Club Organization to the Arts, Culture and Tourism Commission.

Issue and Discussion: The Resolution outlining the structure, duties, qualifications and responsibilities of City Commissions and Boards has been updated to reflect the incorporation of the Independent Citizens' Oversight Committee (replaces Resolution 2018-111), adding an additional non-voting representative selected from the Boys and Girls Club Organization to the Arts, Culture and Tourism Commission, and makes other minor corrections as needed.

Financial Implications: There are no financial impacts to the City associated with this Resolution.

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)(2) (continuing administrative or maintenance activities, such as general policy and procedure making).

Policy Implications: The proposed amendments are within the authority of City Council.

Resolution 2018-111

Adopted by the City of South Lake Tahoe
City Council

November 13, 2018

Establishing An Independent Citizens' Oversight Committee To Review And Report On The Use Of Funds From The South Lake Tahoe Measure P Special Purpose Tax For Construction Of New Recreational Complex

BACKGROUND

A. On June 21, 2016, the City Council of the City of South Lake Tahoe adopted Resolution No. 2016-29 to submit to the voters a measure to increase the Transient Occupancy Tax (lodging tax) in the amount of two percent for the special purpose of constructing, operation, and maintenance of recreational facilities, specifically including the construction of a recreational complex as a first priority as set forth in the Recreational Master Plan.

B. On November 8, 2016 qualified voters of the City voted in favor of this measure (Measure P) by the required two-thirds necessary to enact Ordinance No. 1100 amending the City Code Chapter 3 (Transient Occupancy Tax) to increase the transient occupancy tax by two (2) percent in all areas of the City, with the revenue raised by the increased percentage for the special purpose of constructing, operation, and maintenance of recreational facilities, specifically including the construction of a new recreational complex as the first priority.

C. On July 17, 2018, City Council heard a presentation from staff on the status of the new recreational complex design options at which time Council expressed support for the formation of an Independent Citizens' Oversight Committee as recommended by the Parks and Recreation Commission. The terms of the Committee members and their specific duties are established by this resolution of the City Council and all meetings of the Committee shall comply with the provisions of the Ralph M. Brown Act commencing with Section 54950 of the Government Code of the State of California.

D. The City Council intends to establish an Independent Citizens' Oversight Committee to receive and review the independent financial audit of expenditures related to Measure P and issue financial reports necessary to advise the City Council of its findings and make recommendations for the design and construction of the new recreational complex.

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

1. Establishment. There is hereby established the Independent Citizens' Oversight Committee to review and report on the use of South Lake Tahoe Measure P funds for the design and construction of the new recreational complex. The Committee is composed of five (5) voting members.

2. Term of Committee, Terms of Members. The Committee shall exist for a term commencing on February 1, 2019, and ending upon the completion of construction of the new recreational complex. Each member of the Committee shall serve a term of four (4) years with no term limits.
3. Appointment of Members. The Parks and Recreation Commission shall interview and recommend candidates to the Mayor and City Council. The Mayor and City Council shall appoint all members of the Committee. In the event any vacancies occur during the Term of the Committee, such vacancies shall be filled for the remaining unexpired terms in the same manner as the original appointments.
4 Qualifications for Appointment. Members shall reside in El Dorado County and be active in the South Lake Tahoe Community at large.
5 Organization of Committee, Staff Support. At its first meeting following the appointment of its members, the Committee shall organize itself by electing a chair, establishing a regular meeting schedule and arranging for the preparation and adoption of rules of procedure or by-laws. The City Manager shall designate appropriate staff support for the Committee.
6 Powers and Duties. The Committee shall act in advisory capacity to the City Council and no express authority or power to act on behalf of the City is hereby delegated. The Committee shall receive and review the independent financial audit of the City Measure P transactions and other City financial reports necessary to review and report on the use of revenue from Measure P and advise the City Council of its findings and make recommendations for the use of funding during the design and construction of the new recreational complex.
7 Scheduled Reports to the City Council. The Committee; through its chair, shall provide an annual report and recommendations to the City Council.
8 Other Matters. The provisions of the South Lake Tahoe Municipal Code shall apply to the Committee and its members to the extent not otherwise modified by this Resolution.

Adopted by the City of South Lake Tahoe City Council on November 13, 2018 by the following vote:

Ayes: Councilmembers: David, Davis, Collin, Laine and Sass

Wendy David

Wendy David, Mayor

Date: 11-14-2018

Attest:

Susan Blankenship, Assistant City Clerk

Resolution 2022-011

Adopted by the City of South Lake Tahoe
City Council

February 1, 2022

City Commissions and Boards
(Replacing Resolution 2021-061)

BACKGROUND

A. The City of South Lake Tahoe Commissions and Boards consist of: 1) Airport Land Use Commission; 2) Building and Housing Board of Appeals; 3) Parks and Recreation Commission; 4) Planning Commission; 5) Police Advisory Commission; and 6) Arts, Culture and Tourism Commission.

B. This resolution provides the City Council, City staff and the public information regarding the structure, duties, qualifications and responsibilities of City Commissions and Boards.

C. This resolution provides the process for the appointment and removal of commissioners and board members and the general policies and procedures of City Commissions and Boards.

D. This resolution assists in facilitating the City Commission and Board operations and in maximizing public participation.

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

Section 1. Application Process/Appointment Process/Removal:

Application Process: Applications to serve on City Commissions shall be received by the City Clerk on an ongoing basis and a solicitation/recruitment shall be held commencing annually for any open seats on October 1 (or as soon thereafter). Appointments to Boards and Commissions shall be made only from persons who have applied.

Persons interested in serving on a City Commission may pick up an application from the Office of the City Clerk located at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe, California or downloaded from the City of South Lake Tahoe, City Boards and Commissions webpage. Applications will also be mailed, faxed or emailed upon request to the Office of the City Clerk.

During the solicitation/recruitment period, completed applications must be returned to the City Clerk by the deadline set forth in the Notice for the Solicitation period.

The City Clerk shall notify all current commissioners and applicants remaining on the

Applicant List.

Appointment Process: The City Clerk will provide the City Councilmembers with copies of all applications received by the prescribed deadline.

The City Clerk will notify all applicants of the date and time of the City Council meeting when appointments will be made. Applicants are encouraged to attend the meeting and be available if they wish to address the City Council or if the City Council wishes to interview the applicant.

The City Council will vote for their appointments following City Council Protocols, II. Rules of Conduct, 10. Procedure for Motion.

After the appointments have been made, the City Clerk will administer an oath of office to each newly appointed commissioner at their first commission meeting and will provide each commissioner with a copy of the City Commission Handbook which will include this resolution, the City's Code of Ethics and FPPC Financial Disclosure Statements (applicable to Airport Land Use Commission, Building and Housing Board of Appeals and Planning Commission). Those selected, but not present at the Council meeting, will be notified by the City Clerk's Office oftheir appointment.

In accordance with Government Code Section 54972, the City Clerk will prepare and maintain an Appointment List of the names and terms of those voted upon to serve on each City Commission.

Those applicants *not* appointed will be placed on an Applicant List prepared by the City Clerk's Office. The Applicant List will be maintained until the commencement of the next solicitation period. In the event of a vacancy on any Commission or Board, the City Council may appoint from the names remaining on the "Applicant List," and the Appointee selected would serve the remainder of the unexpired term.

Removal: Any Commission or Board member may be removed at any time during his or her term, with or without cause, by a majority vote of the City Council.

Section 2. Residency Requirements

The following residency requirements shall apply to members of City Boards and Commissions:

A. Members of the Airport Land Use Commission, Building and Housing Board of Appeals, Police Advisory Commission, Parks and Recreation Commission, and Arts, Culture and Tourism Commission shall reside within the Tahoe Basin portion of El Dorado County.

B. Members of the Planning Commission shall reside within the City limits.

Section 3. Structure Terms of Office and Qualifications

The Airport Land Use Commission shall consist of two (2) members and shall serve two-year terms, commencing in February of odd numbered years.

Building and Housing Board of Appeals shall consist of at least three (3) members, but no more than five (5) members and shall serve two-year terms, commencing in February of odd or even numbered years.

The Parks and Recreation Commission shall consist of seven (7) members serving two-year staggered terms. Four (4) members shall have terms commencing in February of odd numbered years and Three (3) members shall have terms commencing in February of even numbered years.

The Planning Commission shall consist of five (5) members serving two-year staggered terms. Three (3) members shall have terms commencing in February of odd numbered years and two (2) members shall have terms commencing in February of even numbered years.

The Police Advisory Commission shall consist of five (5) members serving two-year staggered terms. Three (3) members shall have terms commencing in February of odd numbered years and two (2) members shall have terms commencing in February of even numbered years. Two members will be reserved for members of the multicultural alliance. In the event two members from the multicultural alliance do not apply, or are not selected by City Council, then the 2 positions will be available to the general public.

The Arts, Culture, and Tourism Commission shall consist of five (5) voting members and one (1) non-voting representative, serving two-year staggered terms. Three (3) members shall have terms commencing in February of odd numbered years and two (2) members and one (1) non-voting representative shall have terms commencing in February of even numbered years. The non-voting representative will be selected from the South Lake Tahoe Tourism Improvement District or Lake Tahoe Lodging Association. The commission will seek to include members that have a background in tourism and public arts or a multi-cultural perspective. At least one member shall be a youth member with the qualifications listed above. In the event that a youth member does not apply, or are not selected by City Council, then the one position will be available to the general public.

Section 4. Adoption of Rules and Procedures

Each Commission or Board may adopt its own rules of procedure, provide for the selection of officers, and take such other steps as reasonably required for the conduct of business in conformity with the laws of the State of California.

The Parks and Recreation Commission; Arts, Culture, and Tourism Commission; and Police Advisory Commission, shall meet at least quarterly; the Planning Commission shall meet monthly assuming there is business to conduct; the Building and Housing Board of Appeals and Airport Land Use Commission shall meet on an as needed basis. There may be the need or occasion(s) for a Commission or Board to hold a special meeting.

In the event any Commissioner or Board member has three (3) absences in one calendar year (assuming there have been scheduled meetings to attend), their seat will be deemed to have been vacated and a new appointment will be made in a manner consistent with this resolution.

Airport Land Use, Building and Housing Board of Appeals, Arts, Culture, and Tourism Commission, Parks and Recreation Commission, and Planning Commission members are required to comply with the State of California Political Reform Act, regulated by the Fair Political Practices Commission, by filing a Statement of Economic Interests Form 700 with the City Clerk. If any Airport Land Use, Building and Housing Board of Appeals, Arts, Culture, and Tourism Commission, Parks and Recreation Commission, or Planning Commission member fails to file the required disclosure statement after written notice from the City Clerk, their seat shall be deemed vacated and a new appointment will be made in a manner consistent with this resolution.

Section 5. Duties and Responsibilities

Members of Boards and City Commissions shall have the following duties and qualifications:

A. Airport Land Use Commission: The City's Planning Commission, when augmented with the Airport Land Use Commission, shall exercise the following responsibilities set forth in the Airport Comprehensive Land Use Plan (CLUP) under the authority of the California. Public Utilities Code, Chapter 4, Article 3.5, as follows:
   1. The adoption of a basic Airport Land Use Commission Policy Plan, as adopted by the ALUC.
   2. The adoption of land use plans for individual airports, as adopted by the South Lake Tahoe ALUC for Lake Tahoe Airport.
   3. The incorporation of the land use compatibility guidelines contained in the CLUP into the general plan and land use regulations by cities and counties with jurisdiction over any geographic area subject to the CLUP.
   4. ALUC review and determination of compatibility of individual development proposals, general plan amendments, and other land use plans and regulations around airports.

B. Building and Housing Board of Appeals: 1) Hear and decide appeals of orders, decisions or determinations made by the Building Official in the application and interpretation of the Building and Housing related codes adopted by the City Council. 2) Hear and decide appeals regarding requirements of the City relating to the use, maintenance and change of occupancy of buildings and structures, including requirements governing alteration, additions, repair, demolition and moving. 3) Hear and decide appeals relating to new building construction and appeals relating to existing buildings.

   The Board shall have no administrative authority, nor shall it be entitled to waive provisions of the Code in deciding on appeal.

C. Parks and Recreation Commission: 1) Advise the City Council concerning proposed policies relating to parks and recreation department operations within the City. 2) Review and recommend capital improvement projects in parks and recreation facilities within the City.

D. Planning Commission: 1) Assist in the preparation, update of and recommendations to the City Council concerning the general plan for the physical development of the City. *2)* Perform those duties set forth in Article 7 of the California Government Code under such conditions as the City Council may from time to time establish. 3) Serve as the Delinquent Refuse Hearing Board.

E. Police Advisory Commission: 1) Review and discuss Police Department policy. 2) Receive, review, and discuss annual police employee personnel complaint statistics including number, nature, and outcomes of complaints. 3) Receive, review, and discuss various transparency related reports on RIPA data, use of force, and other information as directed by the commission and allowable by law. 4) Advise and assist the Police Department on recruitment strategies focusing on local and underrepresented populations. 5) Collaborate on community outreach strategies and local cultural competency training for police employees. 6) Open forum to discuss any other police/community issues.

F. Arts, Culture and Tourism Commission: 1) Act in advisory capacity to the City Council and no express authority or power to act on behalf of the City is hereby delegated. 2) Review proposed policies on Arts, Culture and Tourism programs and report findings. 3) Review proposed public arts projects and make recommendations for appropriation of funds for specific projects.

Any decision of any board or commission may be appealed to the City Council in accordance with the procedures established for that purpose.

In order to keep the City Council better informed, all City Commissions and Boards, via their Commission/Board Clerk, shall provide the City Council with copies of all City Commission/Board agendas and minutes. Each City Commission and Board shall have the opportunity at each City Council meeting, under agenda item City Commission Reports, to provide a brief report on their commission's activities. All City Commissions and Boards shall make a formal written report to the City Council annually at the Council's November meeting.

Section 6. Miscellaneous Matters

All members of Commissions or Boards shall be unpaid volunteers and not employees of the City. All members of Boards or Commissions shall be subject to the City's Code of Ethics and the City Clerk shall provide a copy of the City Commission Handbook, which includes the Code of Ethics, to each member of a Commission or Board upon their appointment.

To minimize operational costs, all meetings shall be scheduled in such a manner to reduce or eliminate the payment of overtime to city staff.

Any proposed training and travel expenditures will be provided by city staff to the City Manager for approval.

In compliance with the Brown Act, all meetings shall be open and public, and each meeting shall be tape recorded. Conformed Agendas shall constitute the official Minutes of Commission and Board meetings and will serve as documentation of actions taken. Agenda packets shall be made available to the public for review at no charge. Copies, upon request, shall be assessed a fee consistent with the City's Fees & Charges Resolution adopted by the City Council.

The City Council may determine the need or necessity to appoint a Councilmember or City Staff member to serve as liaison to a City Commission or Board which could occur during their Councilmember Appointments and Assignments that are held during the second City Council meeting in January of each year or otherwise at a regular meeting in which the item is placed on the agenda.

Section 7. All resolutions in conflict herewith are hereby repealed.

Adopted by the City of South Lake Tahoe City Council on February 1, 2022, by the following vote:

Yes: Bass, Creegan, Friedrich and Middlebrook
Absent: Wallace

Devin Middlebrook (Feb 1, 2022 13:22 PST)

Date: Feb 1, 2022

Devin Middlebrook, 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.

Res 2022-011 Commissions and Boards

Final Audit Report 2022-02-01

Created:	2022-02-01
By:	jo Mcdonough (jmcdonough@cityofslt.us)
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"Res 2022-011 Commissions and Boards" History

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Resolution 20232-X0XX11

Adopted by the City of South Lake Tahoe
City Council

February 281, 20223

City Commissions and , Boards, and Committees
(Replacing Resolution 20212-0611 and Resolution 2018-111)

BACKGROUND

A. The City of South Lake Tahoe Commissions and , Boards, and Committees consist of: 1) Airport Land Use Commission; 2) Arts, Culture and Tourism CommissionBuilding and Housing Board of Appeals; 3) Building and Housing Board of AppealsParks and Recreation Commission; 4) Independent Citizens' Oversight Committee (Measure P)Planning Commission; 5) Parks and Recreation CommissionPolice Advisory Commission; and 6) Planning Commission Arts, Culture and Tourism Commission; and 7). Police Advisory Commission

B. This resolution provides the City Council, City staff and the public information regarding the structure, duties, qualifications and responsibilities of City Commissions, Boards and Committees and Boards.

C. This resolution provides the process for the appointment and removal of commissioners and board members and the general policies and procedures of City Commissions, , Boards, and Committees and Boards.

D. This resolution assists in facilitating the City Commission and , Board, and Committee operations and in maximizing public participation.

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

Section 1. Application Process/Appointment Process/Removal:

Application Process: Applications to serve on City Commissions, Boards, and Committees shall be received by the City Clerk on an ongoing basis and a solicitation/recruitment shall be held commencing annually for any open seats on October 1 (or as soon thereafter). Appointments to Boards and Commissions shall be made only from persons who have applied.

Persons interested in serving on a City Commission may pick up an application from the Office of the City Clerk located at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe, California or downloaded from the City of South Lake Tahoe, City Commissions, Boards, and CommitteesBoards and Commissions webpage. Applications will also be mailed, faxed or emailed upon request to the Office of the City Clerk.

During the solicitation/recruitment period, completed applications must be returned to the City Clerk by the deadline set forth in the Notice for the Solicitation period.

The City Clerk shall notify all current commissioners and applicants remaining on the Applicant List.

Appointment Process: The City Clerk will provide the City Councilmembers with copies of all applications received by the prescribed deadline.

The City Clerk will notify all applicants of the date and time of the City Council meeting when appointments will be made. Applicants are encouraged to attend the meeting and be available if they wish to address the City Council or if the City Council wishes to interview the applicant.

The City Council will vote for their appointments following City Council Protocols, II. Rules of Conduct, 10. Procedure for Motion.

After the appointments have been made, the City Clerk will administer an oath of office to each newly appointed commissioner at their first commission meeting and will provide each commissioner with a copy of the City Commission Handbook which will include this resolution, the City's Code of Ethics and FPPC Financial Disclosure Statements (see Section 4). ~~(applicable to Airport Land Use Commission, Building and Housing Board of Appeals and Planning Commission).~~ Those selected, but not present at the Council meeting, will be notified by the City Clerk's Office oftheir appointment.

In accordance with Government Code Section 54972, the City Clerk will prepare and maintain an Appointment List of the names and terms of those voted upon to serve on each City Commission.

Those applicants *not* appointed will be placed on an Applicant List prepared by the City Clerk's Office. The Applicant List will be maintained until the commencement of the next solicitation period. In the event of a vacancy on any Commission or Board, the City Council may appoint from the names remaining on the "Applicant List," and the Appointee selected would serve the remainder of the unexpired term.

Removal: Any Commission ~~or ,~~ Board, or Committee member may be removed at any time during his or her term, with or without cause, by a majority vote of the City Council.

Section 2. Residency Requirements

The following residency requirements shall apply to members of City ~~Boards and Commissions:~~Commissions, Boards, and Committees.

A. Members of the Airport Land Use Commission, Arts, Culture and Tourism Commission, Building and Housing Board of Appeals, ~~Police Advisory Commission,~~Independent Citizen's Oversight Committee, ~~-~~Parks and Recreation Commission, and Police Advisory Commission, ~~and Arts, Culture and Tourism Commission~~ shall reside within the Tahoe Basin portion of El

Dorado County.

B. Members of the Planning Commission shall reside within the City limits.

Section 3. Structure Terms of Office and Qualifications

The Airport Land Use Commission shall consist of two (2) members and shall serve two-year terms, commencing in February of odd numbered years.

The Arts, Culture, and Tourism Commission shall consist of five (5) voting members and ~~one~~two (2~~1~~) non-voting representatives, serving two-year staggered terms. Three (3) members and one (1) non-voting representative shall have terms commencing in February of odd numbered years and two (2) members and one (1) non-voting representative shall have terms commencing in February of even numbered years. ~~The~~One non-voting representative (even years) will be selected from the South Lake Tahoe Tourism Improvement District or Lake Tahoe Lodging Association and One (1) non-voting representative (odd years) will be selected from the South Lake Tahoe Boys and Girls Club organization. The commission will seek to include members that have a background in tourism and public arts or a multi-cultural perspective. At least one member shall be a youth member with the qualifications listed above. In the event that a youth member does not apply, or are not selected by City Council, then the one position will be available to the general public.

The Building and Housing Board of Appeals shall consist of at least three (3) members, but no more than five (5) members and shall serve two-year terms, commencing in February of odd or even numbered years.

The Independent Citizens' Oversight Committee shall consist of at least five (5) members serving four (4) year terms commencing in February. The Committee shall end upon the completion of the construction of the new recreation complex.

The Parks and Recreation Commission shall consist of seven (7) members serving two-year staggered terms. Four (4) members shall have terms commencing in February of odd numbered years and Three (3) members shall have terms commencing in February of even numbered years.

The Planning Commission shall consist of five (5) members serving two-year staggered terms. Three (3) members shall have terms commencing in February of odd numbered years and two (2) members shall have terms commencing in February of even numbered years.

The Police Advisory Commission shall consist of five (5) members serving two-year staggered terms. Three (3) members shall have terms commencing in February of odd numbered years and two (2) members shall have terms commencing in February of even numbered years. Two members will be reserved for members of the multicultural alliance. In the event two members from the multicultural alliance do not apply, or are not selected by City Council, then the 2 positions will be available to the general public.

~~The Arts, Culture, and Tourism Commission shall consist of five (5) voting members and one (1) non-voting representative, serving two-year staggered terms. Three (3) members shall have terms commencing in February of odd numbered years and two (2) members and one (1) non-voting representative shall have terms commencing in February of even numbered years. The non-voting representative will be selected from the South Lake Tahoe Tourism Improvement District or Lake Tahoe Lodging Association. The commission will seek to include members that have a background in tourism and public arts or a multi-cultural perspective. At least one member shall be a youth member with the qualifications listed above. In the event that a youth member does not apply, or are not selected by City Council, then the one position will be available to the general public.~~

Section 4. Adoption of Rules and Procedures

Each Commission ~~or,~~ Board, or Committtee may adopt its own rules of procedure, provide for the selection of officers, and take such other steps as reasonably required for the conduct of business in conformity with the laws of the State of California.

The ~~Parks and Recreation Commission;~~ Arts, Culture, and Tourism Commission; Parks and Recreation Commission; and Police Advisory Commission, shall meet at least quarterly; the Planning Commission shall meet monthly assuming there is business to conduct; the Airport Land Use Commission, Building and Housing Board of Appeals, and Independent Citizens' Oversight Committee ~~Airport Land Use Commission~~ shall meet on an as needed basis. There may be the need or occasion(s) for a Commission ~~or,~~ Board, or Committee to hold a special meeting.

In the event any Commissioner ~~or,~~ Board, or Committee member has three (3) absences in one calendar year (assuming there have been scheduled meetings to attend), their seat will be deemed to have been vacated and a new appointment will be made in a manner consistent with this resolution.

Airport Land Use, Arts, Culture, and Tourism Commission, Building and Housing Board of Appeals, ~~Arts, Culture, and Tourism Commission~~Independent Citizens' Oversight Committtee, Parks and Recreation Commission, and Planning Commission members are required to comply with the State of California Political Reform Act, regulated by the Fair Political Practices Commission, by filing a Statement of Economic Interests Form 700 with the City Clerk. If any ~~Airport Land Use, Building and Housing Board of Appeals, Arts, Culture, and Tourism Commission, Parks and Recreation Commission, or Planning Commission~~ member fails to file the required disclosure statement after written notice from the City Clerk, their seat shall be deemed vacated and a new appointment will be made in a manner consistent with this resolution.

Section 5. Duties and Responsibilities

Members of Boards and City Commissions shall have the following duties and qualifications:

A. Airport Land Use Commission: The City's Planning Commission, when augmented

with the Airport Land Use Commission, shall exercise the following responsibilities set forth in the Airport Comprehensive Land Use Plan (CLUP) under the authority of the California. Public Utilities Code, Chapter 4, Article 3.5, as follows:

1. The adoption of a basic Airport Land Use Commission Policy Plan, as adopted by the ALUC.
2. The adoption of land use plans for individual airports, as adopted by the South Lake Tahoe ALUC for Lake Tahoe Airport.
3. The incorporation of the land use compatibility guidelines contained in the CLUP into the general plan and land use regulations by cities and counties with jurisdiction over any geographic area subject to the CLUP.
4. ALUC review and determination of compatibility of individual development proposals, general plan amendments, and other land use plans and regulations around airports.

B. Building and Housing Board of Appeals: 1) Hear and decide appeals of orders, decisions or determinations made by the Building Official in the application and interpretation of the Building and Housing related codes adopted by the City Council. 2) Hear and decide appeals regarding requirements of the City relating to the use, maintenance and change of occupancy of buildings and structures, including requirements governing alteration, additions, repair, demolition and moving. 3) Hear and decide appeals relating to new building construction and appeals relating to existing buildings.

The Board shall have no administrative authority, nor shall it be entitled to waive provisions of the Code in deciding on appeal.

C. Arts, Culture and Tourism Commission: 1) Act in advisory capacity to the City Council and no express authority or power to act on behalf of the City is hereby delegated. 2) Review proposed policies on Arts, Culture and Tourism programs and report findings. 3) Review proposed public arts projects and make recommendations for appropriation of funds for specific projects.

D. Independent Citizens' Oversight Committee: 1) Act in advisory capacity to the City Council and no express authority or power to act on behalf of the City is hereby delegated. 2) The Committee shall receive and review the independent financial audit of the City Measure P transactions and other City financial reports necessary to review and report on the use of revenue from Measure P and advise the City Council of its findings and make recommendations for the use of funding during the design and construction of the new recreational complex.

~~D.~~E. Parks and Recreation Commission: 1) Advise the City Council concerning proposed policies relating to parks and recreation department operations within the City. 2) Review and recommend capital improvement projects in parks and recreation facilities within the City.

~~E.~~F. Planning Commission: 1) Assist in the preparation, update of and recommendations to the City Council concerning the general plan for the physical

development of the City. *2)* Perform those duties set forth in Article 7 of the California Government Code under such conditions as the City Council may from time to time establish. 3) Serve as the Delinquent Refuse Hearing Board.

~~F.~~G. Police Advisory Commission: 1) Review and discuss Police Department policy. 2) Receive, review, and discuss annual police employee personnel complaint statistics including number, nature, and outcomes of complaints. 3) Receive, review, and discuss various transparency related reports on RIPA data, use of force, and other information as directed by the commission and allowable by law. 4) Advise and assist the Police Department on recruitment strategies focusing on local and underrepresented populations. 5) Collaborate on community outreach strategies and local cultural competency training for police employees. 6) Open forum to discuss any other police/community issues.

~~Arts, Culture and Tourism Commission: 1) Act in advisory capacity to the City Council and no express authority or power to act on behalf of the City is herby delegated. 2) Review proposed policies on Arts, Culture and Tourism programs and report findings. 3) Review proposed public arts projects and make recommendations for appropriation of funds for specific projects.~~

Any decision of any board or commission may be appealed to the City Council in accordance with the procedures established for that purpose.

In order to keep the City Council better informed, all City Commissions ~~and~~ , Boards, and Committees via their Commission/Board Clerk, shall provide the City Council with copies of all City Commission/Board agendas and minutes. Each City Commission and Board shall have the opportunity at each City Council meeting, under agenda item City Commission Reports, to provide a brief report on their commission's activities. All City Commissions ~~and~~ , Boards, and Committees shall make a formal written report to the City Council annually at the Council's November meeting.

Section 6. Miscellaneous Matters

All members of Commissions ~~or~~ , Boards, and Committees shall be unpaid volunteers and not employees of the City. All members of Boards or Commissions shall be subject to the City's Code of Ethics and the City Clerk shall provide a copy of the City Commission Handbook, which includes the Code of Ethics, to each member of a Commission or Board upon their appointment.

To minimize operational costs, all meetings shall be scheduled in such a manner to reduce or eliminate the payment of overtime to city staff.

Any proposed training and travel expenditures will be provided by city staff to the City Manager for approval.

In compliance with the Brown Act, all meetings shall be open and public, and each meeting shall be ~~tape~~audio or video recorded. ~~Conformed Agendas~~Action Minutes shall constitute

the official Minutes of Commission ~~and~~, Board, or Committee meetings and will serve as documentation of actions taken. Agenda packets shall be made available to the public for review at no charge. Copies, upon request, shall be assessed a fee consistent with the City's Fees & Charges Resolution adopted by the City Council.

The City Council may determine the need or necessity to appoint a Councilmember or City Staff member to serve as liaison to a City Commission ~~or~~ , Board, or Committee ~~which~~ could occur during their Councilmember Appointments and Assignments that are held during the second City Council meeting in January of each year or otherwise at a regular meeting in which the item is placed on the agenda.

Section 7. All resolutions in conflict herewith are hereby repealed.

Adopted by the City of South Lake Tahoe City Council on February 28~~1~~, 202~~2~~3, by the following vote:

Yes:
No:
Absent:

_____ Date:_____
~~Tamara Wallace~~Cristi Creegan, 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.

Resolution 2023-XXX

Adopted by the City of South Lake Tahoe
City Council

March 14, 2023

City Commissions, Boards, and Committees
(Replacing Resolution 2022-011 and Resolution 2018-111)

BACKGROUND

A. The City of South Lake Tahoe Commissions, Boards, and Committees consist of 1) Airport Land Use Commission; 2) Building and Housing Board of Appeals; 3) Parks and Recreation Commission; 4) Planning Commission; 5) Police Advisory Commission; 6) Arts, Culture and Tourism Commission; and 7) Independent Citizens' Oversight Committee (Measure P).

B. This resolution provides the City Council, City staff and the public information regarding the structure, duties, qualifications and responsibilities of City Commissions, Boards and Committees.

C. This resolution provides the process for the appointment and removal of commissioners and board members and the general policies and procedures of City Commissions, Boards, and Committees.

D. This resolution assists in facilitating the City Commission, Board, and Committee operations and in maximizing public participation.

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

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The City Council will vote for their appointments following City Council Protocols, ll. Rules of Conduct, 10. Procedure for Motion.

After the appointments have been made, the City Clerk will administer an oath of office to each newly appointed commissioner at their first commission meeting and will provide each commissioner with a copy of the City Commission Handbook which will include this resolution, the City's Code of Ethics and FPPC Financial Disclosure Statements (see Section 4). Those selected, but not present at the Council meeting, will be notified by the City Clerk's Office oftheir appointment.

In accordance with Government Code Section 54972, the City Clerk will prepare and maintain an Appointment List of the names and terms of those voted upon to serve on each City Commission.

Those applicants *not* appointed will be placed on an Applicant List prepared by the City Clerk's Office. The Applicant List will be maintained until the commencement of the next solicitation period. In the event of a vacancy on any Commission or Board, the City Council may appoint from the names remaining on the "Applicant List," and the Appointee selected would serve the remainder of the unexpired term.

Removal: Any Commission, Board, or Committee member may be removed at any time during his or her term, with or without cause, by a majority vote of the City Council.

Section 2. Residency Requirements

The following residency requirements shall apply to members of City Commissions, Boards, and Committees.

A. Members of the Airport Land Use Commission, Arts, Culture and Tourism Commission, Building and Housing Board of Appeals, Independent Citizen’s Oversight Committee, Parks and Recreation Commission, and Police Advisory Commission, shall reside within the Tahoe Basin portion of El Dorado County.

B. Members of the Planning Commission shall reside within the City limits.

Section 3. Structure Terms of Office and Qualifications

The Airport Land Use Commission shall consist of two (2) members and shall serve two-year terms, commencing in February of odd numbered years.

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The Building and Housing Board of Appeals shall consist of at least three (3) members, but no more than five (5) members and shall serve two-year terms, commencing in February of odd or even numbered years.

The Independent Citizens' Oversight Committee shall consist of at least five (5) members serving four (4) year terms commencing in February. The Committee shall end upon the completion of the construction of the new recreation complex.

The Parks and Recreation Commission shall consist of seven (7) members serving two-year staggered terms. Four (4) members shall have terms commencing in February of odd numbered years and Three (3) members shall have terms commencing in February of even numbered years.

The Planning Commission shall consist of five (5) members serving two-year staggered terms. Three (3) members shall have terms commencing in February of odd numbered years and two (2) members shall have terms commencing in February of even numbered years.

The Police Advisory Commission shall consist of five (5) members serving two-year staggered terms. Three (3) members shall have terms commencing in February of odd numbered years and two (2) members shall have terms commencing in February of even numbered years. Two members will be reserved for members of the multicultural alliance. In the event two members from the multicultural alliance do not apply, or are not selected by City Council, then the 2 positions will be available to the general public.

Section 4. Adoption of Rules and Procedures

Each Commission, Board, or Committee may adopt its own rules of procedure, provide for the selection of officers, and take such other steps as reasonably required for the conduct of business in conformity with the laws of the State of California.

The Arts, Culture, and Tourism Commission; Parks and Recreation Commission; and Police Advisory Commission, shall meet at least quarterly; the Planning Commission shall meet monthly assuming there is business to conduct; the Airport Land Use Commission, Building and Housing Board of Appeals, and Independent Citizens' Oversight Committee shall meet on an as needed basis. There may be the need or occasion(s) for a Commission, Board, or Committee to hold a special meeting.

In the event any Commissioner, Board, or Committee member has three (3) absences in one calendar year (assuming there have been scheduled meetings to attend), their seat will be deemed to have been vacated and a new appointment will be made in a manner consistent with this resolution.

The Airport Land Use Commission, Arts, Culture, and Tourism Commission, Building and Housing Board of Appeals, Independent Citizens' Oversight Committee, Parks and Recreation Commission, and Planning Commission members are required to comply with the State of California Political Reform Act, regulated by the Fair Political Practices Commission, by filing a Statement of Economic Interests Form 700 with the City Clerk. If any member fails to file the required disclosure statement after written notice from the City Clerk, their seat shall be deemed vacated, and a new appointment will be made in a manner consistent with this resolution.

Section 5. Duties and Responsibilities

Members of Boards and City Commissions shall have the following duties and qualifications:

A. Airport Land Use Commission: The City's Planning Commission, when augmented with the Airport Land Use Commission, shall exercise the following responsibilities set forth in the Airport Comprehensive Land Use Plan (CLUP) under the authority of the California. Public Utilities Code, Chapter 4, Article 3.5, as follows:
   1. The adoption of a basic Airport Land Use Commission Policy Plan, as adopted by the ALUC.
   2. The adoption of land use plans for individual airports, as adopted by the South Lake Tahoe ALUC for Lake Tahoe Airport.
   3. The incorporation of the land use compatibility guidelines contained in the CLUP into the general plan and land use regulations by cities and counties with jurisdiction over any geographic area subject to the CLUP.
   4. ALUC review and determination of compatibility of individual development proposals, general plan amendments, and other land use plans and regulations around airports.

B. Building and Housing Board of Appeals: 1) Hear and decide appeals of orders, decisions or determinations made by the Building Official in the application and interpretation of the Building and Housing related codes adopted by the City Council. 2) Hear and decide appeals regarding requirements of the City relating to the use, maintenance and change of occupancy of buildings and structures, including requirements governing alteration, additions, repair, demolition and moving. 3) Hear

and decide appeals relating to new building construction and appeals relating to existing buildings.

The Board shall have no administrative authority, nor shall it be entitled to waive provisions of the Code in deciding on appeal.

C. Arts, Culture and Tourism Commission: 1) Act in advisory capacity to the City Council and no express authority or power to act on behalf of the City is hereby delegated. 2) Review proposed policies on Arts, Culture and Tourism programs and report findings. 3) Review proposed public arts projects and make recommendations for appropriation of funds for specific projects.

D. Independent Citizens' Oversight Committee: 1) Act in advisory capacity to the City Council and no express authority or power to act on behalf of the City is hereby delegated. 2) The Committee shall receive and review the independent financial audit of the City Measure P transactions and other City financial reports necessary to review and report on the use of revenue from Measure P and advise the City Council of its findings and make recommendations for the use of funding during the design and construction of the new recreational complex.

E. Parks and Recreation Commission: 1) Advise the City Council concerning proposed policies relating to parks and recreation department operations within the City. 2) Review and recommend capital improvement projects in parks and recreation facilities within the City.

F. Planning Commission: 1) Assist in the preparation, update of and recommendations to the City Council concerning the general plan for the physical development of the City. *2)* Perform those duties set forth in Article 7 of the California Government Code under such conditions as the City Council may from time to time establish. 3) Serve as the Delinquent Refuse Hearing Board.

G. Police Advisory Commission: 1) Review and discuss Police Department policy. 2) Receive, review, and discuss annual police employee personnel complaint statistics including number, nature, and outcomes of complaints. 3) Receive, review, and discuss various transparency related reports on RIPA data, use of force, and other information as directed by the commission and allowable by law. 4) Advise and assist the Police Department on recruitment strategies focusing on local and underrepresented populations. 5) Collaborate on community outreach strategies and local cultural competency training for police employees. 6) Open forum to discuss any other police/community issues.

Any decision of any board or commission may be appealed to the City Council in accordance with the procedures established for that purpose.

In order to keep the City Council better informed, all City Commissions, Boards, and Committees via their Commission/Board Clerk, shall provide the City Council with copies of all City Commission/Board agendas and minutes. Each City Commission and Board

shall have the opportunity at each City Council meeting, under agenda item City Commission Reports, to provide a brief report on their commission's activities. All City Commissions, Boards, and Committees shall make a formal written report to the City Council annually at the Council's November meeting.

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To minimize operational costs, all meetings shall be scheduled in such a manner to reduce or eliminate the payment of overtime to city staff.

Any proposed training and travel expenditures will be provided by city staff to the City Manager for approval.

In compliance with the Brown Act, all meetings shall be open and public, and each meeting shall be audio or video recorded. Action Minutes shall constitute the official Minutes of Commission, Board, or Committee meetings and will serve as documentation of actions taken. Agenda packets shall be made available to the public for review at no charge. Copies, upon request, shall be assessed a fee consistent with the City's Fees & Charges Resolution adopted by the City Council.

The City Council may determine the need or necessity to appoint a Councilmember or City Staff member to serve as liaison to a City Commission, Board, or Committee which could occur during their Councilmember Appointments and Assignments that are held during the second City Council meeting in January of each year or otherwise at a regular meeting in which the item is placed on the agenda.

Section 7. All resolutions in conflict herewith are hereby repealed.

Adopted by the City of South Lake Tahoe City Council on March 14, 2023, by the following vote:

Yes:
No:
Absent:

_____ Date:_____
Cristi Creegan, Mayor

Attest:

_____
Susan Blankenship, City Clerk

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

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 14, 2023
Agenda Item #: 4

Agenda Item: Fiscal Year 2022-23 Quarterly Financial Status Report - Quarter Ending December 2022

Executive Summary: In accordance with the City's Financial Policies, the Finance Department submits reports to City Council on a periodic basis to provide assurance of budget compliance and for informational and comparative purposes. Attachment 2, "FY 2022/23 Quarterly Budget and Financial Status Report for Period Ending December 31, 2022" summarizes operating revenues and operating expenditures (unaudited figures) for the General Fund and Measure S Sales Tax Fund for the year-to-date providing an analysis of any significant budget variances.

Requested Action / Suggested Motions: Receive and file.
Responsible Staff Member: Andrew Black, Financial Services Supervisor

Responsible Staff Member: Andrew Black, Financial Services Supervisor, (530) 542-6016

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

Attachments:

01-Staff Report - Dec 2022 Budget and Financial Status Report
02-FY 2022-23 Qtrly Budget Report Dec 2022

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

Meeting Date: March 14, 2023

Title: Fiscal Year 2022/23 Quarter End Financial Status Report as of December 2022

Location: Citywide

Responsible Staff Member: Olga Tikhomirova, Director of Finance, (530) 542-7431; Andrew Black, Financial Services Supervisor, (530) 542-6016

Background: The Finance Department submits quarterly reports to City Council to provide assurance of budget compliance and for informational and comparative purposes throughout the year. Attachment 2, "FY *2022/23 Quarterly Budget and Financial Status Report for Period Ending December 31, 2022"* is an unaudited snapshot of year-to-date actual revenues and expenditures for the General Fund for that period.

Issue and Discussion: At the end of December 2022 with 25% of the year complete, primary General Fund actual revenues were at 25.8% of the amended budget, while expenditures were at 16.5% of appropriations. All departmental expenditures were below the total 25.0% threshold allocated to the first quarter of the fiscal year. Measure S Sales Tax revenue, accounted for in a separate general fund, amounted to approximately 25% of the adopted budget. See Attachment 2 for further analysis.

Financial Implications: FY 2022/23 actual General Fund revenues exceeded expenditures by $4.5 million through December 2022. This net revenue is partially attributed to the first of two main Property tax installments received, accounting for 60% of the Property tax budget. Property tax is the third largest General Fund revenue source in 2022/23 representing approximately 19 percent of the total primary General Fund budget. Additionally, CalPERS Unfunded Accrued Liability (UAL) and various transfers out have not been due yet, paid or posted during the first quarter. These items will impact revenues and expenditures analysis later this fiscal year.

Compared to the same period last year, overall revenues are up approximately 28% or $2.9 million. This increase is primarily attributed to increases in property tax and sales tax revenue, as well as last year's lower revenue which has been negatively impacted by the Caldor Fire.

This revenue, expenditure and budget analysis does not include the mid-year adjustments for supplemental appropriations that are scheduled to be presented at the City Council meeting on March 14, 2023. Additionally, FY 2021/22 year-end results are being finalized pending audit completion and could be impacted by additional revenue and expenditure accruals being recommended by the auditors. The audit results will be presented as part of the Annual Comprehensive Financial Report (ACFR) submission to City Council in May 2023.

Environmental Considerations: This is not a "project" subject to review under the California Environmental Quality Act (CEQA) Guidelines section 15378(b)(5) (organizational or

administrative activities that will not result in direct or indirect physical changes in the environment).

Policy Implications: Consistent with City's Financial Policies.

CITY OF SOUTH LAKE TAHOE
2022-23 QUARTERLY FINANCIAL REPORT
1st QUARTER ENDING DECEMBER 31, 2022

This report summarizes the City's financial position for the General Fund for Fiscal Year 2022-23 displaying expenditures at the department level and revenues by type. It compares actual revenues and expenditures received through December 2022 to the total budget.

General Fund Financial Condition

As of December 31st, with 25% of the year complete, General Fund revenues are at 25.8% of projections and expenditures are at 16.5% of appropriations.

Revenues by Type	Total Budget as of December 31	Actuals through December 31	As % of Budget
Property Tax	$ 9,650,000	$ 5,748,943	59.6%
Transient Occupancy Tax - City	10,513,562	933,916	8.9%
Transient Occupancy Tax - Project Area	6,740,000	757,089	11.2%
Sales Tax	7,100,000	1,574,430	22.2%
Measure Q	3,500,000	890,297	25.4%
Motor Vehicle License Fees (MVLF)	2,515,000	1,361,787	54.1%
Franchise Taxes	1,500,000	-	0.0%
Business License Tax	1,692,000	176,039	10.4%
Finance - Other Revenues	978,050	262,555	26.8%
General Government	227,965	450	0.2%
Police	2,005,498	299,737	14.9%
Fire	1,856,755	20,826	1.1%
Public Works	493,300	126,463	25.6%
Development Services	1,459,503	868,227	59.5%
Parks and Recreation	1,048,481	91,207	8.7%
Transfers In	187,075	187,075	100.0%
Miscellaneous General Fund	12,000	5,999	50.0%
REVENUES TOTAL	**$ 51,479,189**	**$ 13,305,039**	**25.8%**

Revenues. The top three revenues, Property Tax, City Transient Occupancy Tax (TOT), and Sales Tax generated 68.8% of the total $13.3 million General Fund revenues collected through December 31st.

Property Tax and Motor Vehicle License Fees (MVLF) increased from the previous fiscal year by 12.6% or $641K, and 8.6% or $108K respectively, reflecting an attractive housing market for home buyers with a resulting increase in the property assessed valuation. Sales tax and Measure Q revenue combined was 116.2% or approximately $1.3 million above previous fiscal year's first quarter. This significant increase is driven by several factors including higher consumer prices due to inflation, as well as a reflection of revenue loss in prior year due to the Caldor Fire. TOT receipts, including TOT from the Project area but excluding TOT audits, were 18.3% or approximately $262K higher compared to prior year. On the departmental side, Building and Planning fees continue a positive budgetary performance in the current year and were 67.7% or approximately $351K higher compared to last year, contributing to overall revenues being $2.9 million higher than for the same period last fiscal year.

Expenditures by Department	Total Budget as of December 31	Actuals through December 31	As % of Budget
General Government	$ 5,130,097	$ 821,228	16.0%
Finance	2,610,484	520,466	19.9%
Miscellaneous General Fund	11,875,392	1,523,739	12.8%
Police	13,554,557	2,352,657	17.4%
Fire	10,634,252	1,717,959	16.2%
Public Works	4,494,460	914,064	20.3%
Development Services	2,015,837	352,560	17.5%
Parks and Recreation	3,258,795	617,269	18.9%
EXPENDITURES TOTAL	**$ 53,573,874**	**$ 8,819,942**	**16.5%**

Expenditures. Of the $8.8 million in total actual expenditures through December 31st, approximately $6.1 million or 68.9% of total expended is personnel expense representing 6 payroll periods, or 23.1% of periods for the year. Out of the remaining 31.1% or approximately $2.7 million of actual expenditures, $1.3 million is attributed to transfers-out $.5 million to professional, technical and other contract services, $.5 million to

miscellaneous general expense including taxes and fees, travel and training, communications etc., $.1 million to purchases of tools, parts, software, machinery and equipment, and the remaining $.3 million to utilities, general supplies and other miscellaneous expense. Higher costs of goods and services due to inflation resulted in actual General Fund expenditures, other than payroll and transfers-out, being $.2 million higher than prior year.

All departments were below the 25% expenditure threshold allocated to the first quarter of the fiscal year. As the year progresses, recognition of budgeted expenditures such as Transfers-out and annual payment of the CalPERS Unfunded Accrued Liability ($6.7 million General Fund portion) will greatly impact the percentage of actual expenditures to total budget. Overall expenditures were 7.9% or approximately $.8 million lower than for the same period last year. This is primarily due to payroll, whereas the first quarter of FY 2022/23 reflects the cost of 6 pay periods while the first quarter of FY 2021/22 included 7 pay periods.

Measure S Sales Tax General Fund

Measure S, a 1% city-wide sales and use tax, went into effect on April 1, 2021 and is projected to generate $7.0 million for fiscal year 2022/23.

Measure S Sales Tax	Total Budget as of Dec 31	Actuals through Dec 31	As % of Budget
REVENUES			
Measure S Sales Tax	$ 7,000,000	$ 1,782,100	25.5%
REVENUES TOTAL	**$ 7,000,000**	**$ 1,782,100**	**25.5%**
EXPENDITURES and FINANCING USES			
Technical Services	5,000	-	0.0%
Transfer out to/for:			
Debt Service - Communication System	554,643	554,643	100.0%
Fire Marshall postion (50%)	110,692	-	0.0%
Fire Station II Rehabilitation	500,000	-	0.0%
General Fund - Safety Equip.	99,500	-	0.0%
Hazardous Fuels Reduction - Airport	200,000	-	0.0%
Police Lieutenant position	271,745	-	0.0%
Police Officer (if grant not renewed)	70,013	-	0.0%
Road Reconstruction	2,500,000	-	0.0%
Seven (7) Firefighters	776,200	-	0.0%
South Shore Fuels Reduction Program	392,987	-	0.0%
Stateline Ave Complete Streets	100,000	-	0.0%
Storm Water Program	50,000	50,000	100.0%
Stormdrain Replacement	200,000	-	0.0%
Street and Snow Vehicle Replacement	600,086	-	0.0%
EXPENDITURES TOTAL	**$ 6,430,866**	**$ 604,643**	**9.4%**

Revenues. The City received Measure S Sales Tax totaling $1.8 million as of December 31st, 2022.

Expenditures. City Council allocated a significant portion of the total projected annual revenue during FY 22/23 budget adoption for a variety of uses. These include year 3 of the emergency communications system financing for Fire, Police and Public Works, annual road reconstruction, Fire Station II rehabilitation funding set-aside, Storm Water program, miscellaneous Safety equipment, Stormdrain replacement, Streets and Snow Vehicle replacement, hazardous fuels reduction at the airport, and Stateline Avenue Complete Streets project. In the current fiscal year, Measure S is also fully or partially funding several Safety personnel including seven (7) firefighters previously funded by SAFER grant, Fire Marshal at 50%, Police Lieutenant, and Police Officer previously funded by Tobacco Grant (if grant not renewed). Additionally, on November 15, 2022 City Council adopted Resolution 2022-149 approving the creation of the South Shore Fuels Reduction Program to be initially funded by Measure S. As of December 31st, $.6K has been transferred out for these projects and programs.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 14, 2023
Agenda Item #: 5

Agenda Item: Investment Portfolio Report - December 31, 2022

Executive Summary: In accordance with the City of South Lake Tahoe Financial Policies and State law, a quarterly investment report is hereby submitted to the members of the City Council. As of December 31, 2022, the City's total cash and investment balances across all funds is $91.6 million.

Requested Action / Suggested Motions: Receive and file.
Responsible Staff Member: Olga Tikhomirova, Director of Finance

Responsible Staff Member: Olga Tikhomirova, Director of Finance (530) 542-7431

Reviewed and Approved By:
Susan Blankenship, City Clerk
Heather Stroud, City Attorney

Attachments:

01-Staff_Report_Investment_Report_Dec_22.docx
02-Operations Cash 12 31 2022.pdf
03-Fiscal Agent 12 31 2022.pdf
04-Graph 12 31 2022.pdf
05-Cash December 2022.pdf

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

Meeting Date: March 14, 2023

Title: Investment Portfolio Report as of December 31, 2022

Location: Citywide

Responsible Staff Member: Olga Tikhomirova, Director of Finance (530)542-7431

Background: In accordance with the City of South Lake Tahoe Financial Policies and State law a quarterly investment report shall be submitted to the members of the City Council.

Issue and Discussion: The attached report for the period ending December 31, 2022, describes the type of investments, the issuers, the maturity dates, the par value and the market value. Total cash for operations and cash held by fiscal agents is $91,544,740.

Cash available for operations is $82,928,324. This includes Cash in Bank of $2,374,059 with the remaining amount in various investments diversified in accordance with the City's adopted Investment Policy. The total portfolio yield is 2.24%. Based on this report the City of South Lake Tahoe will be able to meet projected operating expenditures for the next six months.

Cash held by fiscal agents for debt service is $8,616,416. These investments comprise the reserves and other accounts held in trust for debt service, lease financing, and capital projects financed with debt.

Fund Type	Total Cash Balance	Operations Balance	Fiscal Agent Balance
Trust and Agency	$ 6,854,086	$ 1,116,145	$ 5,737,941
Special Revenue	$ 24,830,210	$ 24,830,210	-
General Fund	$ 29,016,285	$ 29,016,285	-
Internal Service	$ 6,653,794	$ 6,653,794	-
Debt Service	$ 505,116	$ 150,664	$ 354,452
Enterprise	$ 9,106,044	$ 6,582,021	$ 2,524,023
CIP	$ 14,579,205	$ 14,579,205	-
Grand Total	**$ 91,544,740**	**$ 82,928,324**	**$ 8,616,416**

The attached documents include investment terms that are defined below:

- Current yield – The investments annual income (interest or dividends) divided by the current price of the security.
- Weighted par – Weighting the price of each bond by the total price of the entire portfolio.
- Weighted yield – The current yield multiplied by the weighted par, provides the yield of the bonds in the portfolio.

Financial Implications: None.

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

Policy Implications: Consistent with City's Financial Policies.

CITY OF SOUTH LAKE TAHOE
OPERATIONS CASH INVESTMENT PORTFOLIO REPORT
AS OF DECEMBER 31, 2022

INVESTMENT TYPE	ISSUER	PAR VALUE	MARKET VALUE	CURRENT YIELD	WEIGHTED PAR	WEIGHTED YIELD	MATURITY DATE
Local Agency Investment Fund	State Treasurer	$ 67,547,515	$ 66,290,405	2.17%	81.5%	1.77%	N/A
Federal Home Loan Bank	Government Agency	$ 1,000,000	$ 891,745	1.00%	1.21%	0.01%	5/27/2026
Federal Farm Credit Banks	Government Agency	$ 1,000,000	$ 896,471	1.50%	1.21%	0.02%	12/14/2026
Federal Farm Credit Banks	Government Agency	$ 1,000,000	$ 962,335	1.67%	1.21%	0.02%	3/8/2024
Fed. Home Loan Bank	Government Agency	$ 1,000,000	$ 935,486	1.75%	1.21%	0.02%	3/29/2027
Federal Farm Credit Banks	Government Agency	$ 1,000,000	$ 955,461	3.11%	1.21%	0.04%	4/13/2026
Fed. Home Loan Banks	Government Agency	$ 2,000,000	$ 1,944,842	2.63%	2.41%	0.06%	2/26/2024
Fed. Home Loan Banks	Government Agency	$ 1,000,000	$ 978,011	2.50%	1.21%	0.03%	6/20/2025
Fed. Home Loan Banks	Government Agency	$ 1,000,000	$ 965,326	4.10%	1.21%	0.05%	6/30/2027
Fed. Home Loan Banks	Government Agency	$ 1,000,000	$ 992,620	5.00%	1.21%	0.06%	9/30/2027
Fed. Home Ln Mtg Corp	Government Agency	$ 1,000,000	$ 999,621	5.05%	0.30%	0.06%	12/19/2024
Fed. Home Ln Mtg Corp	Government Agency	$ 1,000,000	$ 1,004,933	5.30%	0.30%	0.06%	11/28/2025
Certificate of Deposit	Barclays bank/Delaware	$ 250,000	$ 243,893	2.85%	0.30%	0.01%	6/3/2024
Certificate of Deposit	Capital One NA	$ 250,000	$ 241,553	3.10%	0.30%	0.01%	6/2/2025
Certificate of Deposit	Capital One Bank (USA) NA	$ 250,000	$ 238,891	3.15%	0.30%	0.01%	6/2/2026
Certificate of Deposit	State Bank of India	$ 250,000	$ 237,436	3.30%	0.30%	0.01%	6/1/2027
Cash in Bank		$ 2,374,059	$ 2,374,059	N/A	2.86%	0.00%	
Petty Cash		$ 6,750	$ 6,750	N/A	0.01%	0.00%	
TOTAL		$ 82,928,324	$ 81,159,837			**2.24%**	**(Total Portfolio Yield)**

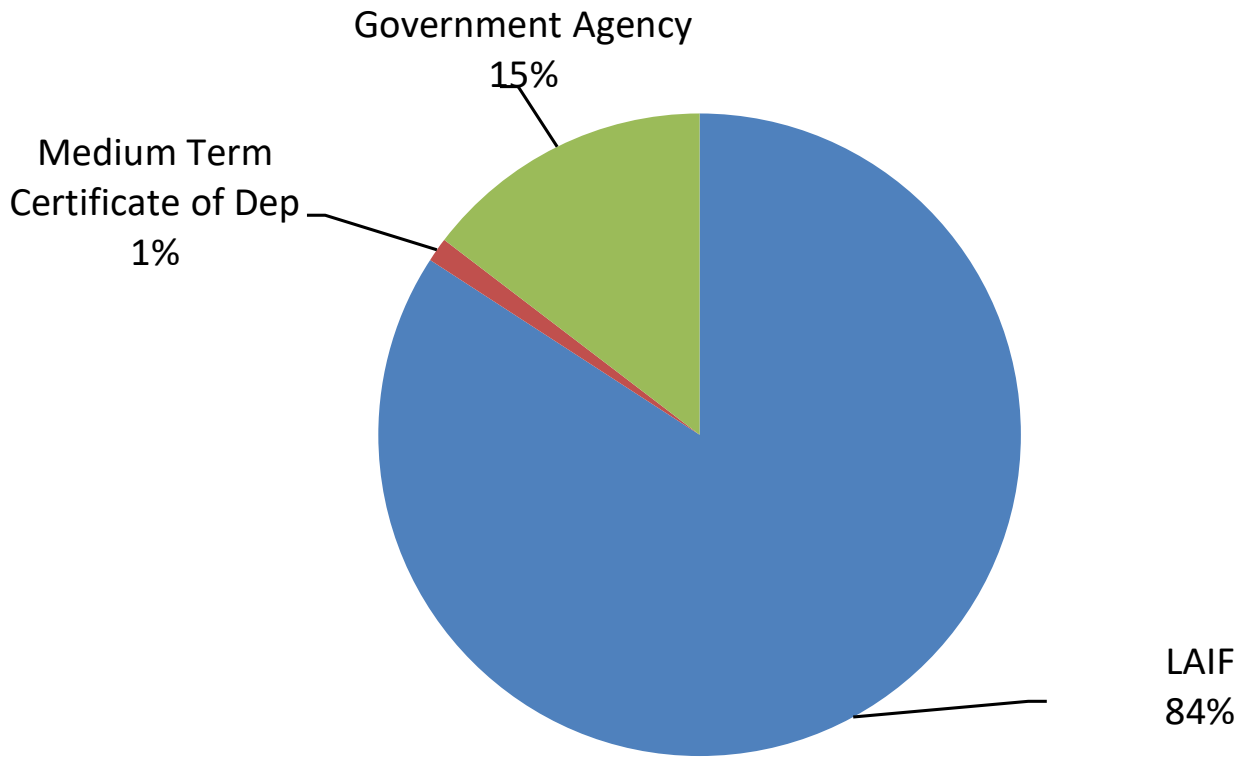
The Investment porfolio at December 31, 2022 is in compliance with the Investment Policy of the City of South Lake Tahoe. The City of South Lake Tahoe will be able to meet its projected expenditure requirements for the next six months. Valuation is based upon the State Treasurer's Office LAIF quarterly apportionment rates and US Bank Safekeeping.

CITY OF SOUTH LAKE TAHOE INVESTMENT REPORT
CASH AND INVESTMENTS HELD WITH FISCAL AGENTS
AS OF DECEMBER 31, 2022

BOND ISSUE ACCOUNT	INVESTMENT TYPE	ISSUER	COST VALUE	MARKET VALUE	CURRENT YIELD	MATURITY DATE
So Tahoe JPFA Ref Lease Rev Bonds 2016 A						
Revenue	Blackrock Treasury Trust	Bank of New York Mellon	2,051	2,051	3.94%	N/A
Revenue	Blackrock Treasury Trust	Bank of New York Mellon	42	42	3.95%	N/A
Revenue	Blackrock Treasury Trust	Bank of New York Mellon	480	480	3.94%	N/A
Reserve	Assured Guaranty Municipal	Bank of New York Mellon	-	2	0.00%	N/A
So Tahoe JPFA Parking Rev Bonds 2013						
Debt Service Reserve	Blackrock Treasury Trust	Bank of New York Mellon	571,164	571,164	3.94%	N/A
Refunding Account	Blackrock Treasury Trust	Bank of New York Mellon	74	74	3.94%	N/A
Debt Service Account	Blackrock Treasury Trust	Bank of New York Mellon	8,478	8,478	3.94%	N/A
Supplemental Reserve	Blackrock Treasury Trust	Bank of New York Mellon	1,944,306	1,944,306	3.94%	N/A
Principal	Blackrock Treasury Trust	Bank of New York Mellon	0	0	4.76%	N/A
So Tahoe JPFA Ref Rev Bonds 2014 A, 2015 A, 2017 A						
Revenue Fund	Blackrock Treasury Trust	Bank of New York Mellon	5,002	5,003	3.94%	N/A
Interest	Blackrock Treasury Trust	Bank of New York Mellon	509	509	3.94%	N/A
Principal	Blackrock Treasury Trust	Bank of New York Mellon	1,100	1,100	3.94%	N/A
Surplus	Blackrock Treasury Trust	Bank of New York Mellon	151	151	3.94%	N/A
So Tahoe JPFA (RPA 1) Reserve	Blackrock Treasury Trust	Bank of New York Mellon	5,167,905	5,167,905	3.94%	N/A
Successor Agency to the So Tahoe RDA, CFD 2001-1, Refdg Series 2015						
Special Tax	Blackrock Treasury Trust	Bank of New York Mellon	1,220	1,220	3.94%	N/A
Interest	Blackrock Treasury Trust	Bank of New York Mellon	11,910	11,910	3.94%	N/A
Reserve	Blackrock Treasury Trust	Bank of New York Mellon	549,903	549,903	3.94%	N/A
Surplus	Blackrock Treasury Trust	Bank of New York Mellon	240	240	3.94%	N/A
City of South Lake Tahoe 2014 Pension Obligation Bonds						
Interest	Blackrock Treasury Trust	Bank of New York Mellon	376	376	3.94%	N/A
Principal	Blackrock Treasury Trust	Bank of New York Mellon	110	110	3.95%	N/A
City of So Lake Tahoe 2012 COPS, Road Improvmt.						
Lease Payment Fund	First American Govt Obligation Fund/Money Mkt	US Bank	13,489	13,489	3.64%	N/A
Reserve Account	First American Govt Obligation Fund/Money Mkt	US Bank	337,903	337,903	3.64%	N/A
	TOTAL		8,616,413	8,616,416		

Valuation is based upon the valuations contained in the monthly statements provided by the trust departments of the fiscal agents.

City of South Lake Tahoe
Operations Cash Investment Portfolio
Market Value as December 31, 2022



CITY OF SOUTH LAKE TAHOE
CASH REPORT
DECEMBER 31, 2022

FUND #	FUND NAME	OPERATIONS CASH BALANCE	FISCAL AGENT CASH BALANCE	TOTAL CASH BALANCE	SUBTOTAL BY CATEGORY		TOTAL CASH BALANCE
					OPERATIONS	FISCAL AGENT	
100	General Fund	26,851,160.77		$26,851,160.77			
102	Measure S - Sales Tax	2,165,124.01		$2,165,124.01	$29,016,285	$0	$29,016,285
201	Gas Tax 2105	605,581.48		$605,581.48			
207	Snow Removal	64,490.21		$64,490.21			
208	Snow Removal - Equipment Replac	443,745.56		$443,745.56			
210	Vehicle Replacement	160,796.31		$160,796.31			
211	Police Vehicle Replacement	124,641.66		$124,641.66			
213	Fire Vehicle Replacement	(9,071.77)		($9,071.77)			
216	Transit Center	51,988.60		$51,988.60			
217	Arts Program	19,159.82		$19,159.82			
218	VHR Program	164,756.01		$164,756.01			
220	Parks and Recreation	11,352,246.48		$11,352,246.48			
221	Ice Arena	97,709.34		$97,709.34			
222	Fire Safety Sales Tax	572,127.01		$572,127.01			
223	Cannabis Program	1,723,616.70		$1,723,616.70			
224	PEG Programming	240,321.89		$240,321.89			
225	Tobacco Law Enforcement Grant	(86,830.71)		($86,830.71)			
229	DUI/Traffic Safety Grant	(18,141.43)		($18,141.43)			
230	Local Law Enforcement	1,994.32		$1,994.32			
231	AB3229 COPS	89,969.43		$89,969.43			
232	Safety Sales Tax	602,898.43		$602,898.43			
233	Forfeiture - State Fund	37,568.73		$37,568.73			
235	Forfeiture - Justice Fund	10,740.81		$10,740.81			
236	EMS - JPA	313,441.93		$313,441.93			
237	Boat Patrol - Grant	(67,472.50)		($67,472.50)			
238	Domestic Violence (DVRT) Grant	42,021.29		$42,021.29			
240	Solid Waste AB939	19,078.47		$19,078.47			
241	Clean Community	27,231.00		$27,231.00			
242	Vehicle Abatement	133,089.68		$133,089.68			
243	Nuisance Abatement	171,216.31		$171,216.31			
244	Solid Waste JPA	1,174,997.08		$1,174,997.08			
245	Storm Water Mgmt/Sweeping	134,000.94		$134,000.94			
250	Hsng&ED - Work Force Housing	613,348.14		$613,348.14			
251	Hsng & Ed - Home	1,016,424.60		$1,016,424.60			
252	Hsng & Ed - CDBG	130,141.12		$130,141.12			
253	Hsng & Ed - Administration	544,514.27		$544,514.27			
255	CDBG Program Income Loans	99,634.95		$99,634.95			
256	CDBG Economic Development	(11,535.54)		($11,535.54)			
257	CDBG - ED Program Income	238.72		$238.72			
258	Calhome Loan Repayments	129,203.76		$129,203.76			
259	First Time Homebuyers Rev Loan	9,623.65		$9,623.65			
263	TOT Revenue Fund	1,566,560.47		$1,566,560.47			
264	Local Fiscal Recovery (ARPA)	0.00		$0.00			
270	General Plan/Community Plan	565,094.52		$565,094.52			
271	Building Permit Fees	1,266,923.95		$1,266,923.95			
280	Ski Run Business Improvement	(208.18)		($208.18)			
281	Measure S Maintenance Fund	71,056.56		$71,056.56			
284	Measure S City Maintenance	381,624.34		$381,624.34			
285	Tourism Improvement District (TID)	158,423.74		$158,423.74			
290	Opioid Settlement Proceeds	91,227.75		$91,227.75	$24,830,210	$0	$24,830,210
301	City CIP	13,449,424.85		$13,449,424.85			
303	City CIP - Reg.Surf.Transp.Progr	194,372.95		$194,372.95			
306	Rehab Water Quality Projects	2,823.76		$2,823.76			
310	Long term Capital Replacement	567,325.76		$567,325.76			
320	Housing - CIP Projects	365,257.97		$365,257.97	$14,579,205	$0	$14,579,205
401	City Debt Service	150,664.36	354,452.19	$505,116.55	$150,664	$354,452	$505,117
501	Airport	2,076,570.18		$2,076,570.18			
510	Parking Management Bellamy	282,464.30		$282,464.30			
520	Parking Garage	3,662,615.03	2,524,022.57	$6,186,637.60			
550	Transit - Stage	560,371.90		$560,371.90	$6,582,021	$2,524,023	$9,106,044
601	Self Insurance - Health, Vision, Den	591,920.10		$591,920.10			
602	Self Insurance - Workers Comp	4,995,960.16		$4,995,960.16			
604	Payroll	1,011,979.04		$1,011,979.04			
605	Health Insurance Savings	53,934.36		$53,934.36	$6,653,794	$0	$6,653,794
701	Trust	917.00		$917.00			
707	Park Avenue CFD Fund	791,916.65	563,273.45	$1,355,190.10			
711	Bijou ECP CFD	161,323.19		$161,323.19			
712	Harrison Avenue CFD	158,159.96		$158,159.96			
725	RD Obligation Retirement Fund	(4,160.24)	5,174,667.73	$5,170,507.49			
751	Special Assessment District	4,572.00		$4,572.00			
762	Tahoe Transportation Authority	3,416.00		$3,416.00	$1,116,145	$5,737,941	$6,854,086
	Total Cash and Investments	$82,928,323.96	$8,616,415.94	$91,544,739.90	$82,928,324	$8,616,416	$91,544,740

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 14, 2023
Agenda Item #: 6

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

Executive Summary: This is the AB 481 "Military Equipment" annual report for calendar year 2022, and the annual ordinance renewal as required by law.

Requested Action / Suggested Motions: Pass a Resolution accepting receipt of the “AB 481 2022 Annual Report” and approving renewal of Ordinance 2022-1163, “Adoption of ‘Military Equipment’ Use Policy” Including Updated Equipment List.
Responsible Staff Member: David Stevenson, Chief of Police

Responsible Staff Member: David Stevenson, Chief of Police

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

Attachments:

01-Staff Report - AB 481 Annual Report and Ordinance Renewal.docx
02-RESOLUTION AB 481 Renewal.docx
03-AB 481 2022 Annual Report.docx
04-EQUIPMENT LIST.docx
05-ORD 2022-1163 Military Equipment Use.pdf

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

Meeting Date: March 14, 2023

Title: AB 481 Annual Report and Ordinance Renewal

Location: Citywide

Responsible Staff Members: David Stevenson, Police Chief (530) 545-2765

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

Issue and Discussion: The attached AB 481 annual report is for calendar year 2022 and is being presented to the City Council at a regular meeting as required by Government Code 7072(a). The report is required to contain specific elements including:

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

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

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

accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.
- And the policy has been made available on the Police Departments website.

Included in the renewal of the ordinance resolution is the approval of an updated “equipment list” for the policy to reflect current numbers of “flashbang” grenades, “tear gas” canisters, and various 40mm munitions. The updated equipment list will be incorporated into current policy upon ratification of the resolution.

At the Police Advisory Commission meeting on February 8, 2023 the attached annual report was presented to them. The report was received by the commission with no comments by commissioners or the public.

Financial Implications: All costs associated with the equipment as listed in the annual report are within previously allocated FY 2022/2023 budget.

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

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

Resolution 2023- XXX

Adopted by the City of South Lake Tahoe
City Council

March 14, 2023

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

BACKGROUND

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

B. AB 481 requires an annual report be submitted to City Council documenting specified items for the equipment during the previous calendar year, and the 2022 annual report has been submitted today for City Council review.

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

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

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

2. Has received and filed the attached "03 - AB 481 2022 Annual Report" and finds based on the report the equipment has complied with GC 7071(d).

3. Approves the renewal of City Ordinance 2022-1163 including updated attachment "04 Equipment List" to current Department Policy attached hereto and incorporated by reference

Adopted by the City of South Lake Tahoe City Council on March 14, 2023 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date: _____
Cristi Creegan, Mayor

Attest:

_____
Susan Blankenship, City Clerk

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

AB 481 2022 Annual Report
South Lake Tahoe Police Department

This is the South Lake Tahoe Police Department's AB 481 annual report for calendar year 2022 as required by Government Code 7072(a). The report is required to contain specific elements including:

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

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

Unmanned, remotely piloted, powered aerial vehicles:

A.	GC 7072(a)(1)	These items were not utilized during the past calendar year, nor did the SLTPD request the items from allied agencies for use in the South Lake Tahoe city limits.
B.	GC 7072(a)(2)	The SLTPD did not receive any complaints or concerns regarding the use of these items.
C.	GC 7072(a)(3)	There were no internal audits, policy violations or disciplinary actions taken regarding their use.
D.	GC 7072(a)(4)	No costs were incurred regarding these items.
E.	GC 7072(a)(5)	The SLTPD does not possess any of these items.
F.	GC 7072(a)(6)	The SLTPD intends to purchase one UAV in 2023.

Unmanned, remotely piloted, powered ground vehicles – PakBot 510 and Avatar II:

A.	GC 7072(a)(1)	The Avatar II was used once. In June 2022, the Avatar II was placed in a doorway to obtain a view inside a

residence during a standoff with a suspect. The Avatar robot was used during three community relations events in 2022. The PakBot was not used during this calendar year.

B. GC 7072(a)(2) The SLTPD did not receive any complaints or concerns regarding the use of these items.

C. GC 7072(a)(3) There were no internal audits, policy violations or disciplinary actions taken regarding their use.

D. GC 7072(a)(4) No maintenance or upgrades were performed to either unmanned robot. Therefore, no costs were incurred regarding these items.

E. GC 7072(a)(5) The SLTPD possesses 2 unmanned robots, both of which are not functional and not repairable.

F. GC 7072(a)(6) The SLTPD intends to purchase 1 robot in 2023 to replace the 2 nonfunctioning ones.

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

A. GC 7072(a)(1) The MRAP was utilized once in June 2022 during an emergency. It was used to provide protection during a standoff with an individual believed to be armed. It was utilized for two community events (4th of July Parade and the National Night Out Community Event).

B. GC 7072(a)(2) The Chief of Police received two concerns about the MRAP from 2 Police Advisory Commission members. They understood the need for it in emergency situations but have concerns how it's use/presence may have a negative impact on marginalized people and/or communities. They also expressed concerns about its use in non-emergency situations (ie, public events, parades, etc).

C. GC 7072(a)(3) There were no internal audits, policy violations or disciplinary actions taken regarding its use.

D. GC 7072(a)(4) Maintenance Costs: $1,731.06
Fuel Costs: $90.30
New Radio (part of City radio upgrade): $5,000.00

E. GC 7072(a)(5) The SLTPD possesses 1 armored vehicle.

High Mobility, Multi-Wheeled Vehicles (Hummers):

A. GC 7072(a)(1) These items were not utilized during the past calendar year, nor did the SLTPD request the items from allied agencies for use in the South Lake Tahoe city limits.

B. GC 7072(a)(2) The SLTPD did not receive any complaints regarding the use of these items.

C. GC 7072(a)(3) There were no internal audits, policy violations or disciplinary actions taken regarding their use.

D. GC 7072(a)(4) No costs were incurred regarding these items.

E. GC 7072(a)(5) The SLTPD possesses two Hummer vehicles, one of which is not operational.

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

A. GC 7072(a)(1) The Mobile Command Vehicle was used 1 time in 2022, during a SWAT callout for service of a high-risk warrant.

B. GC 7072(a)(2) The SLTPD did not receive any complaints regarding the use of this vehicle.

C. GC 7072(a)(3) There were no internal audits, policy violations or disciplinary actions taken regarding its use.

D. GC 7072(a)(4) Maintenance Cost: $2,047.42
Radios (part of City radio upgrade project): $115,000.00

E. GC 7072(a)(5) The SLTPD possesses 1 mobile command vehicle.

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

A. GC 7072(a)(1) These items were not utilized during the past calendar year, nor did the SLTPD request the items from allied agencies for use in the South Lake Tahoe city limits.

B. GC 7072(a)(2) The SLTPD did not receive any complaints regarding the use of these items.

C. GC 7072(a)(3) There were no internal audits, policy violations or disciplinary actions taken regarding their use.

D. GC 7072(a)(4) No costs were incurred regarding these items.

E. GC 7072(a)(5) The SLTPD does not possess any of these items.

Distractionary Devices ("Flashbang" grenades)

A. GC 7072(a)(1) These items were utilized once during the past calendar year (during a standoff with a subject believed to be armed in June 2022). Distractionary Devices were also used during ongoing training. No devices were disposed of for malfunctions or failure to pass safety inspections.

B. GC 7072(a)(2) The SLTPD did not receive any complaints regarding the use of these items.

C. GC 7072(a)(3) The above use was within policy and examined during a debrief following the incident. There were no policy violations or disciplinary actions taken regarding their use.

D. GC 7072(a)(4) The cost of using these items during the above standoff was $150. During 2022, 13 devices were used in training at a cost of $250. One device was used during a community outreach event, costing $25. Two devices were used to certify new SWAT operators, costing $50.

E. GC 7072(a)(5) The SLTPD currently possesses 20 distractionary devices. and attempts to maintain a minimum inventory of 30 devices.

F. GC 7072(a)(6) The SLTPD intends to purchase distractionary devices during 2023 to maintain 30 devices in our inventory.

Chemical Agents and Smoke canisters

A. GC 7072(a)(1) These items were not utilized in public during the past calendar year, nor did the SLTPD request the items from allied agencies for use in the South Lake Tahoe city limits. They were used in training as described below.

B. GC 7072(a)(2) The SLTPD did not receive any complaints regarding the use of these items.

C. GC 7072(a)(3) — There were no policy violations or disciplinary actions taken regarding the use of these items. During this training, use of force and agency policy were reviewed.

D. GC 7072(a)(4) — During 2022, trainings were conducted by patrol & SWAT for citizen rescue, chemical agent administration, emergency medical care and barricade operations. These trainings were conducted by Chemical Agent Instructors. During these training, 8 canisters of HC smoke were used at a cost of $304.

E. GC 7072(a)(5) — 12 DefTec Flameless Tri-Chamber CS
20 DefTec Flameless Expulsion CS
18 DefTec Flameless Expulsion OC
12 DefTec Maximum HC Smoke

F. GC 7072(a)(6) — The Police Department intends to purchase these items as needed to maintain inventory of 30 rounds of each type.

40mm Launchers and Rounds

A. GC 7072(a)(1) — These items were brought to crisis scenes twice during the last calendar year. The Milkor multilauncher was used to fire 6 impact rounds in May 2022 to successfully disarm a suspect armed with a suspected assault rifle who was standing on the sidewalk along US Hwy 50. The other time was to the scene of a felony suspect who fled through a neighborhood on foot, broke into a house, and hid. However, it was not used in this incident.

B. GC 7072(a)(2) — The SLTPD did not receive any complaints regarding the use of these items.

C. GC 7072(a)(3) — There were no policy violations or disciplinary actions taken regarding the use of these items. The above event was debriefed, and no policy violations were found.

D. GC 7072(a)(4) — During 2022, two trainings were conducted with impact rounds (one for patrol supervisors and one recertification for SWAT operators). During these trainings, use of force and agency policy were reviewed and 18 impact rounds were used ($360).

	During SWAT trainings 2 liquid barricade rounds, 1 Spede-Heat round and 1 Skat Shell round were used to train and certify new SWAT personnel. Including the deployment described above, the total cost spent was $572.
E. GC 7072(a)(5)	2 DefTec LMT single-shot launchers 1 MilKor Multi-launcher 27 Exact Impact rounds 23 Liquid Barricade rounds 13 Spede-Heat rounds 15 Skat Shell rounds
F. GC 7072(a)(6)	The Police Department intends to purchase rounds listed above as needed to maintain an inventory of 30 rounds of each type.

List of Qualifying Equipment

SLTPD Policy 706

706.4 MILITARY EQUIPMENT INVENTORY

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

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

A.	Quantity	Zero. (Included for mutual aid purposes)
B.	Cost	Varies by manufacturer.
C.	General Description	Unmanned, remotely controlled, video-equipped flying platforms.
D.	Manufacturer's Description	Varies by manufacturer.
E.	Capabilities & Purpose	Drones perform various critical tasks. The most applicable to law enforcement operations is the ability to collect video from an elevated position, which is necessary to locate missing persons, gather information during a natural disaster or critical incident, locate evidence, and provide leaders with real-time information when facing a crisis. Drones can be used to gather information during floods, fires, earthquakes, etc. and there is no substitute for their capabilities in the air.
F.	Authorized Use	Only persons trained on the use of drones should operate this equipment. Use in a tactical situation would be established by a SWAT Team Leader or Incident Commander.
G.	Expected Lifespan	Varies by manufacturer.
H.	Fiscal Impact	Little to no maintenance cost.
I.	Training	Training would vary depending on the capability and model of the device.
J.	Legal and Procedural Rules	It is the policy of the SLTPD to use information-gathering devices such as drones only in a manner that respects the privacy of our community, adheres to state and federal law, and to aid in the successful resolution of a crisis.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

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

A.	Quantity	2.
B.	Cost	PakBot 510: $77,000 (acquired from military free of charge) Avatar II: $12,000.
C.	General Description	Unmanned, remotely controlled vehicles typically equipped with audio and/or video capability.
D.	Manufacturer's Description	PakBot 510:

		The PakBot is a man-transportable robot that performs a variety of functions. The robot climbs most stairs, navigates narrow passages and relays real-time audio/video while the operator can remain at a safe distance. The PakBot arm lifts up to 40 lbs. It is deployable by a single person in less than two minutes. Avatar II: The Avatar II robot can be hand carried or transported inside a rucksack, and can be remotely operated, providing protection and safety to the operator. The Avatar has two cameras; one forward-facing and one which rotates.
E.	Capabilities & Purpose	These robots allow situational intelligence including audio/video without exposing personnel to imminent risk, whether it be from a natural disaster or suspect(s). The robots are almost exclusively used by the SWAT team during high-risk missions to ensure the safety of officers, civilians and suspects. They allow operators to learn the location/appearance/etc of a suspect without risking an armed confrontation. The Avatar II has a two-way communications system which has been used to communicate with suspects, allowing officers to de-escalate situations and improves the team's ability to negotiate. The PakBot has an articulable arm used for opening doors, moving objects or delivering items during a crisis.
F.	Authorized Use	Only persons trained on the Avatar II and PakBot should operate this equipment. Use in a tactical situation would be established by a SWAT Team Leader or Incident Commander.
G.	Expected Lifespan	8-10 years for both robots.
H.	Fiscal Impact	Annual maintenance and battery replacement cost is about $1,000 for both robots.
I.	Training	All SWAT operators receive in-service training on the devices when appointed to the SWAT team.
J.	Legal and Procedural Rules	It is the policy of the SLTPD to use information-gathering devices such as robots only in a manner that respects the privacy of our community, adheres to state and federal law, and to aid in the successful resolution of a crisis.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the city of South Lake Tahoe during a mutual aid event.

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

A.	Quantity	1.
B.	Cost	$750,000, acquired from the military in 2013 free of charge with the exception of travel costs.
C.	General Description	Vehicles designed to protect occupants from gunfire and/or explosions.
D.	Manufacturer's Description	The MaxxPro MRAP is an armored vehicle that seats 6-8 personnel and allows for rescue of injured or endangered persons. It can stop various projectiles, which provides for greater safety to citizens and officers beyond the protection of personally worn body armor.

E.	Capabilities & Purpose	This is the only vehicle in the department's possession which stops large caliber gunfire and provides protection from explosives. It is the only vehicle capable of transporting officers or citizens safely through danger areas. This vehicle provides the ability for Crisis Negotiators and SWAT team members to safely approach, observe, communicate and operate during high-risk assignments. Uses of this vehicle have included high-risk warrant service, armed suicidal subjects, and armed and barricaded felony dangerous suspects. It has also been used at many community engagement events. There are no weapons attached to this vehicle. The top of the vehicle has a rotating, armored area that can be used as an elevated platform for negotiators and operators to more safely contact dangerous and armed suspects while attempting to de-escalate and resolve a crisis.
F.	Authorized Use	The use of armored vehicles shall only be authorized by an Incident Commander or SWAT team leader and based upon the specific circumstances of a given incident. Armored vehicles shall only be used by officers trained in their operation and in a manner consistent with department policy and training. This vehicle may be used at special and/or community engagement events with approval of the Chief of Police.
G.	Expected Lifespan	Approximately 25 years.
H.	Fiscal Impact	Annual maintenance cost of about $5,000. This vehicle is built on a common truck chassis and City Mechanics service it.
I.	Training	All SWAT operators receive formalized in-service training on this vehicle, its capabilities and limitations, and its appearance to the community when appointed to the SWAT team. Firefighters assigned to the SWAT team (with a Class B license) drive this vehicle unless it needs to be deployed during an emergency.
J.	Legal and Procedural Rules	It is the policy of the SLTPD to use armored vehicles only in a manner that protects the public's welfare, safety, civil rights, and adheres to state and federal law, and to aid in the successful resolution of a crisis.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

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

A.	Quantity	2. (These vehicles are not operational and are being returned to the military)
B.	Cost	Approximately $120,000 per vehicle, both acquired free of charge from the military.
C.	General Description	A rugged, four-wheeled vehicle with all-terrain/off-road capabilities.
D.	Manufacturer's Description	Varies by manufacturer and style. A Hummer is a four-wheeled vehicle that can be highly customized.

E.	Capabilities & Purpose	Both Hummers were acquired for the SLTPD SWAT Team. They are not in use, as they were mechanically defunct. One was outfitted as a medical vehicle to be used by SWAT paramedics in the event an officer, civilian or suspect is injured. It housed medical equipment and spare supplies such as radios and rural equipment so it could be deployed during extended-range missions where the team had little to no backup or support. The second Hummer was intended for the Crisis Negotiation Team, as negotiators have no dedicated vehicle in which to operate or carry equipment (such as throw phones, PA systems, recording equipment, etc) to communicate with a suspect during a crisis. This would have allowed negotiators a safe place to perform de-escalation efforts in a tactical environment. Although the vehicles acquired by the SLTPD are being returned to the military, Hummers are a common SWAT vehicle and other surrounding agencies may have uniquely configured vehicles for specialized purposes. For example, Hummers can be outfitted with a Mobile Adjustable Ramp System (MARS) to rescue persons from second or third stories during an emergency.
F.	Authorized Use	These vehicles are not in use. Use in a tactical situation would have been established by a SWAT Team Leader or Incident Commander.
G.	Expected Lifespan	About 10-15 years.
H.	Fiscal Impact	Little to no maintenance cost.
I.	Training	Training would vary depending on the capability and model of the vehicle.
J.	Legal and Procedural Rules	It is the policy of the SLTPD to use SWAT vehicles only when licensed and while adhering to state and federal law.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

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

A.	Quantity	1.
B.	Cost	$159,684.
C.	General Description	A vehicle designed to house equipment and resources for the use of commanders to organize, oversee and address an incident.
D.	Manufacturer's Description	Not available, as this vehicle was custom built. This vehicle is used as a mobile field office that provides shelter, access to Department computer systems, and food/water during extended events.
E.	Capabilities & Purpose	The MCV was purchased by the City through a grant in 2007. The MCV can be utilized for critical incidents, preplanned events, searching for missing persons, natural disasters and tactical operations.

		This vehicle houses a bank of radios and a CAD console for dispatchers. This vehicle facilitates a remote command post for various events such as SnowGlobe, widespread power outages, and Wild Fires (Like Caldor). It gives the SLTPD a redundant dispatch center during a crisis.
	F. Authorized Use	Only persons trained on the use of the MCV should operate this vehicle. Use in a tactical situation would be established by a SWAT Team Leader or Incident Commander. Typically, a dispatcher or supervisor drives the MCV to the command post during an event. Situations in which the MCV would be authorized for use may include, but are not limited to, critical incidents, emergencies, natural disasters, tactical crises or community engagement events.
	G. Expected Lifespan	For the MCV, a 20 year lifespan on the chassis and vehicle structure. Radios and IT systems occasionally need upgrades and software maintenance.
	H. Fiscal Impact	Annual maintenance cost is minimal.
	I. Training	All MCV drivers are licensed and become familiarized with the vehicle's deployment capabilities before driving (including computers and radios).
	J. Legal and Procedural Rules	It is the policy of the SLTPD to use the Mobile Command Vehicle only in a manner that respects the privacy of our community, adheres to state and federal law, and to provide for the safety of our community.
	K. Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the city of South Lake Tahoe during a mutual aid event.
6	**Battering rams, slugs and breaching apparatuses that are explosive in nature**	
	A. Quantity	Zero.
	B. Cost	Not Applicable.
	C. General Description	Devices designed to defeat locking mechanisms and fortifications.
	D. Manufacturer's Description	Varies based upon item.
	E. Capabilities & Purpose	The SLTPD has no items in this category. No SLTPD vehicles have affixed rams or breaching apparatuses. During complex and high-risk SWAT missions, however, the SWAT team has requested mutual aid from the Tahoe-Douglas Bomb Squad for breaching purposes. Explosive breaching is a failsafe, rapid method for gaining access to a fortified or barricaded position. The method is important for certain high-risk events such as rescuing hostages or preventing complete barricading by a dangerous subject.
	F. Authorized Use	Explosive breaching is only used at the direction of the SWAT Team Leader or Incident Commander, with input from the Bomb Squad Commander, and only in specific circumstances.
	G. Expected Lifespan	Varies based upon item; not maintained by the SLTPD.

H.	Fiscal Impact	None.
I.	Training	These items are only deployed and utilized by trained EOD personnel with the Douglas County Bomb Squad.
J.	Legal and Procedural Rules	Breaching shall only be performed in a manner consistent with state and federal law.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

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

A.	Quantity	20.
B.	Cost	$25 per device.
C.	General Description	Devices which deflagrate to produce a flash of light and loud, concussive noise.
D.	Manufacturer's Description	A non-bursting, non-fragmenting multi-use device that produces a thunderous bang with an intense bright light. Ideal for distracting and disorienting dangerous suspects during assaults, hostage rescue, room entry or other high-risk situations. At 5 feet away, these devices create a sound at 162 decibels (for reference, fireworks are 140 decibels).
E.	Capabilities & Purpose	A distraction device is an important tool for distracting suspects during assaults, hostage rescue, room entry and other high-risk situations. The SWAT team has also used these devices to deter aggressive animals and prevent use of force. These devices produce a short term (4-8 second) period of disorientation to the suspect, which facilitates the safe entry of SWAT personnel into a dangerous situation. These devices do not explode or create shrapnel, nor are they designed to wound or hurt a subject. They can create an opportunity for officers to use less-lethal options rather than lethal force.
F.	Authorized Use	Diversionary Devices shall only be used: • By SWAT personnel who have been trained on their use • In tactical situations • In situations where there may be extreme risk to officers • In situations where their use would enhance officer safety or the safety of the public • Addressing potentially dangerous animals • During demonstrations or community outreach events
G.	Expected Lifespan	Until used.
H.	Fiscal Impact	No annual maintenance. The SWAT Team maintains a minimum inventory of 30 distractionary devices to maintain readiness for a response to a crisis.
I.	Training	Prior to use, officers must attend a diversionary device training conducted by POST-certified instructors.

J. Legal and Procedural Rules — It is the policy of the SLTPD that only SWAT operators use distractionary devices, and they must be used in a manner consistent with state and federal law.

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

8 **Chemical Agents and Smoke canisters**

A. Quantity — 12 DefTec Flameless Tri-Chamber CS.
20 DefTec Flameless Expulsion CS.
18 DefTec Flameless Expulsion OC.
12 DefTec Maximum HC Smoke.

Because inventory varies depending on operational and training use, a minimum inventory is maintained of 20 canisters of each type.

B. Cost — DefTec Flameless Tri-Chamber CS - $45 per canister.
DefTec Flameless Expulsion CS - $48 per canister.
DefTec Flameless Expulsion OC - $49 per canister.
DefTec Maximum HC Smoke - $38 per canister.

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

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

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

DefTec #2040 Flameless Expulsion OC canister:
The OC Flameless Expulsion Canister is a compact, non-pyrotechnic, chemical agent device that provides safe expulsion without risk of fire. It is safe to use inside of a residence. Unlike pyrotechnical canisters, this device's contents are expelled upon actuation of a CO_2 cartridge that will affect a confined area of approximately 1500 square feet. This canister is 7.5 inches by 1.65

inches and delivers approximately 0.16 oz of active agent during its 3-second discharge time.

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

E. Capabilities & Purpose

The department maintains a cache of chemical agents to be used in various tactical situations. These are one of many various less-lethal options that the SWAT team employs. While these agents are referred to as gasses, they are actually dispersed particulates similar to powder or smoke. These are used mainly to dislodge dangerous subjects from barricaded positions and are the second most common reason for suspect surrender in the SLTPD SWAT team's history (the first reason being long-term, tactical negotiations). The munitions listed below are launched as a projectile; the munitions listed in this section are hand-delivered canisters.

F. Authorized Use

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

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

G. Expected Lifespan

5 years from manufacture date.

H. Fiscal Impact

Little to no maintenance cost.

I. Training

Sworn members utilizing chemical agents are trained in their use by POST-certified less-lethal instructors.

J. Legal and Procedural Rules

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

K. Mutual Aid

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

9 **40mm Launchers and Rounds**

A. Quantity

2 DefTec LMT single-shot launchers.
1 MilKor Multi-launcher.
27 Exact Impact rounds.
23 Liquid Barricade rounds.
13 Spede-Heat rounds.
15 Skat Shell rounds.

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

B.	Cost	DefTec launchers: $1,000 per launcher. MilKor multi-launcher: $4,265. Exact Impact rounds: $18 per round. Liquid barricade rounds: $23 per round. Spede-Heat rounds: $30 per round. Skat-Shell rounds: $28 per round.
C.	General Description	40mm Launcher: A class of devices designed to launch rounds 40mm in diameter 40mm Round: A class of low-velocity rounds designed for use in less-lethal situations
D.	Manufacturer's Description	DefTec launcher: The 40mm Single-Shot launcher is a single-shot launcher that features an expandable stock and a light rail. It will fire standard 40mm less lethal munitions up to 4.8 inches in cartridge length. It will launch a 40mm less lethal round to varied distances and is only authorized to be used by approved and trained personnel. MilKor M32A1 40mm multi-launcher: The M32A1 is a handheld, gas plug operating, semi-automatic, revolving action, 40mm multi-shot grenade launcher (MSGL). The MilKor, USA 40mm MSGL is the highest quality, safest and most high performing 40mm MSGL on the market domestically and internationally. DefTec #6325 Exact Impact Sponge round: A less-lethal 40mm lightweight plastic and foam projectile fired from a single or multi-round purpose built 40mm canister launcher with a rifled barrel at 325 fps. The 30-gram foam projectile delivers 120 ft/lbs of energy upon impact. The 40mm Exact Impact sponge round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 131 feet from the target. DefTec #2260 Ferret Liquid Barricade round: A less-lethal 40mm round designed to penetrate barriers such as windows, hollow-core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside a structure or vehicle. In a tactical deployment situation, the 40mm ferret is primarily used to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects. DefTec #6182 Spede-Heat CS Short Range round: The Spede-Heat CS short-range munition delivers one chemical canister of CS agent from a 40mm launcher up to 150 yards. The Spede-Heat is a pyrotechnic round designed specifically for outdoor use in crowd control situations with a high-volume continuous burn that expels its payload in approximately 20-40 seconds from a single source. The Spede-Heat family may be used to conceal tactical movement or to route a crowd. DefTec #6172 Skat-Shell CS round: The Skat-Shell round is a 40mm round designed to deliver multiple canisters of a chemical agent from a 40mm launcher. It is designed for outdoor use and has fire-producing capabilities with a maximum range of 80-100 yards. The Skat-Shell is widely used as a crowd

		management tool for the rapid and broad deployment of a chemical agent by a singer grenadier. The Skat-Shell contains four separate and smaller munitions.
E.	Capabilities & Purpose	The department maintains a cache of chemical agents to be used in various tactical situations. These are one of many various less-lethal options that the SWAT team employs. While these agents are referred to as gasses, they are actually dispersed particulates similar to powder or smoke. These are used mainly to dislodge dangerous subjects from barricaded positions and are the second most common reason for suspect surrender in the SLTPD SWAT team's history (the first reason being long-term, tactical negotiations). The munitions listed here are launched as a projectile; the munitions listed in the previous section are hand-delivered.
F.	Authorized Use	Situations for use of the less lethal weapons systems may include, but are not limited, to: • Dangerous or combative individuals • Riots, civil unrest, hostile crowds • Circumstances where a tactical advantage can be obtained • Potentially dangerous animals • Situations where the use of less lethal weapons may limit escalation or prevent use of deadly force • Training exercises or community outreach events
G.	Expected Lifespan	Launchers: 15 years. Rounds: 5 years from manufacture date.
H.	Fiscal Impact	Little to no maintenance cost.
I.	Training	Sworn members utilizing 40mm less lethal chemical agents or impact rounds are trained in their use by POST-certified less-lethal instructors.
J.	Legal and Procedural Rules	Use of these items is established under SWAT policy, as well as SLTPD Policy 300 et seq, various Use of Force state laws and federal laws. They are used only for official law enforcement purposes (including public demonstrations and educational purposes).
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

Ordinance 2022-1163

Adopted by the City of South Lake Tahoe City Council

May 3, 2022

Adoption of "Military Equipment" Use Policy

BACKGROUND

A. Assembly Bill 481: "Military Equipment: Funding, Acquisition, and Use" was passed by the State September 30, 2021.

B. AB 481 Requires the City Council review and approve by ordinance a publicly available "military equipment use policy" prior to the Police Department obtaining any new equipment and/or continued use of existing equipment.

C. AB 481 Requires the adoption of a military equipment use policy by ordinance by the City Council be made at a regular scheduled City Council meeting, and the proposed equipment policy be posted on the Police Department's web page at least 30 days prior to the scheduled meeting. Staff posted the proposed policy on the Police Department's web page on March 1, 2022.

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

SECTION 1 The South Lake Tahoe Police Department "Military Equipment Use" policy is hereby approved as designated in Attachments "03 Policy" and "04 Equipment List" attached hereto and incorporated by reference.

SECTION 2 The "military equipment" is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

SECTION 3 The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

SECTION 4 Purchased equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

SECTION 5 Prior military equipment use complied with the military equipment use policy that was in effect at the time.

SECTION 6 The City Clerk is directed to certify this ordinance and cause it to be published in the manner required by law, including being made publicly available on the Police Department's website for as long as the military equipment is available for use.

SECTION 4 This ordinance shall become effective thirty (30) days after the date of its adoption.

Adopted by the City of South Lake Tahoe City Council on May 3, 2022 by the following vote:

Yes: Bass, Creegan, Friedrich, Middlebrook and Wallace

Devin Middlebrook (May 4, 2022 10:04 PDT)

Date: May 4, 2022

Devin Middlebrook, Mayor

Attest:

Sue Blankenship (May 3, 2022 15:52 PDT)

Susan Blankenship, City Clerk

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

First Reading: April 5, 2022
Published: April 8, 2022
Second Reading: May 3, 2022
Effective: June 2, 2022

Policy 706: Military Equipment

706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The City Council for the City of South Lake Tahoe.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue service weapons and ammunition of less than .50 caliber that are issued to officers.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

706.2 POLICY

It is the policy of the South Lake Tahoe Police Department that members of this Department comply with the provisions of Government Code § 7071 with respect to military equipment.

706.3 COMPLIANCE, OVERSIGHT, AND SANCTIONS FOR VIOLATIONS

The mechanism to ensure compliance with this policy is established by adoption of and adherence to this policy. The City Council has independent oversight authority of this policy as established herein. As applicable and legally enforceable, violations of this policy will be subject to sanctions as established in this policy and/or as described in existing South Lake Tahoe Police Department policy 340 “Standards of Conduct” and policy 340.5 “Causes for Discipline” (Government Code § 7070(d)(6)).

706.31 COMPLAINTS, CONCERNS, OR QUESTIONS

Members of the public may register complaints, concerns, or questions about the use of each specific type of military equipment directly to the Chief of Police by phone, email, or in person. The Chief of

Police (or their designee) shall respond to each complaint, concern, or question by phone, email, or in person in a timely manner. These contacts shall be documented in writing with a summary of the complaint, concern, or question and retained by the Chief of Police (or their designee) to be included in the annual report as described below (Government Code § 7072(a)(2)).

706.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the South Lake Tahoe Police Department: See attachment "03 – Equipment List" which is attached hereto and incorporated into this policy by reference.

706.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the City Council by way of an ordinance adopting this military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the Department's website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

a. Requesting military equipment made available pursuant to 10 USC § 2576a.
b. Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
c. Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
d. Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of the City of South Lake Tahoe.
e. Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
f. Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
g. Acquiring military equipment through any means not provided by this paragraph.

Any final military equipment use policy shall be made publicly available on the Police Department's website for as long as the military equipment is available for use.

706.7 ANNUAL REPORT AND ORDINANCE RENEWAL

Upon approval of a military equipment policy, the Chief of Police or the authorized designee shall submit a military equipment report to the City Council for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee shall also make each annual military equipment report publicly available on the Department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in Department inventory.

The City Council shall review this military equipment use policy ordinance at least annually and vote on whether to renew the ordinance or not at a regularly scheduled City Council meeting.

706.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the funding, acquisition, or use of military equipment.

List of Qualifying Equipment

SLTPD Policy 706

706.4 MILITARY EQUIPMENT INVENTORY

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

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

A.	Quantity	Zero. (Included for mutual aid purposes)
B.	Cost	Varies by manufacturer.
C.	General Description	Unmanned, remotely controlled, video-equipped flying platforms.
D.	Manufacturer's Description	Varies by manufacturer.
E.	Capabilities & Purpose	Drones perform various critical tasks. The most applicable to law enforcement operations is the ability to collect video from an elevated position, which is necessary to locate missing persons, gather information during a natural disaster or critical incident, locate evidence, and provide leaders with real-time information when facing a crisis. Drones can be used to gather information during floods, fires, earthquakes, etc. and there is no substitute for their capabilities in the air.
F.	Authorized Use	Only persons trained on the use of drones should operate this equipment. Use in a tactical situation would be established by a SWAT Team Leader or Incident Commander.
G.	Expected Lifespan	Varies by manufacturer.
H.	Fiscal Impact	Little to no maintenance cost.
I.	Training	Training would vary depending on the capability and model of the device.
J.	Legal and Procedural Rules	It is the policy of the SLTPD to use information-gathering devices such as drones only in a manner that respects the privacy of our community, adheres to state and federal law, and to aid in the successful resolution of a crisis.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

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

A.	Quantity	2.
B.	Cost	PakBot 510: $77,000 (acquired from military free of charge) Avatar II: $12,000.
C.	General Description	Unmanned, remotely controlled vehicles typically equipped with audio and/or video capability.
D.	Manufacturer's Description	PakBot 510:

		The PakBot is a man-transportable robot that performs a variety of functions. The robot climbs most stairs, navigates narrow passages and relays real-time audio/video while the operator can remain at a safe distance. The PakBot arm lifts up to 40 lbs. It is deployable by a single person in less than two minutes. Avatar II: The Avatar II robot can be hand carried or transported inside a rucksack, and can be remotely operated, providing protection and safety to the operator. The Avatar has two cameras; one forward-facing and one which rotates.
E.	Capabilities & Purpose	These robots allow situational intelligence including audio/video without exposing personnel to imminent risk, whether it be from a natural disaster or suspect(s). The robots are almost exclusively used by the SWAT team during high-risk missions to ensure the safety of officers, civilians and suspects. They allow operators to learn the location/appearance/etc of a suspect without risking an armed confrontation. The Avatar II has a two-way communications system which has been used to communicate with suspects, allowing officers to de-escalate situations and improves the team's ability to negotiate. The PakBot has an articulable arm used for opening doors, moving objects or delivering items during a crisis.
F.	Authorized Use	Only persons trained on the Avatar II and PakBot should operate this equipment. Use in a tactical situation would be established by a SWAT Team Leader or Incident Commander.
G.	Expected Lifespan	8-10 years for both robots.
H.	Fiscal Impact	Annual maintenance and battery replacement cost is about $1,000 for both robots.
I.	Training	All SWAT operators receive in-service training on the devices when appointed to the SWAT team.
J.	Legal and Procedural Rules	It is the policy of the SLTPD to use information-gathering devices such as robots only in a manner that respects the privacy of our community, adheres to state and federal law, and to aid in the successful resolution of a crisis.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the city of South Lake Tahoe during a mutual aid event.

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

A.	Quantity	1.
B.	Cost	$750,000, acquired from the military in 2013 free of charge with the exception of travel costs.
C.	General Description	Vehicles designed to protect occupants from gunfire and/or explosions.
D.	Manufacturer's Description	The MaxxPro MRAP is an armored vehicle that seats 6-8 personnel and allows for rescue of injured or endangered persons. It can stop various projectiles, which provides for greater safety to citizens and officers beyond the protection of personally worn body armor.

E.	Capabilities & Purpose	This is the only vehicle in the department's possession which stops large caliber gunfire and provides protection from explosives. It is the only vehicle capable of transporting officers or citizens safely through danger areas. This vehicle provides the ability for Crisis Negotiators and SWAT team members to safely approach, observe, communicate and operate during high-risk assignments. Uses of this vehicle have included high-risk warrant service, armed suicidal subjects, and armed and barricaded felony dangerous suspects. It has also been used at many community engagement events. There are no weapons attached to this vehicle. The top of the vehicle has a rotating, armored area that can be used as an elevated platform for negotiators and operators to more safely contact dangerous and armed suspects while attempting to de-escalate and resolve a crisis.
F.	Authorized Use	The use of armored vehicles shall only be authorized by an Incident Commander or SWAT team leader and based upon the specific circumstances of a given incident. Armored vehicles shall only be used by officers trained in their operation and in a manner consistent with department policy and training. This vehicle may be used at special and/or community engagement events with approval of the Chief of Police.
G.	Expected Lifespan	Approximately 25 years.
H.	Fiscal Impact	Annual maintenance cost of about $5,000. This vehicle is built on a common truck chassis and City Mechanics service it.
I.	Training	All SWAT operators receive formalized in-service training on this vehicle, its capabilities and limitations, and its appearance to the community when appointed to the SWAT team. Firefighters assigned to the SWAT team (with a Class B license) drive this vehicle unless it needs to be deployed during an emergency.
J.	Legal and Procedural Rules	It is the policy of the SLTPD to use armored vehicles only in a manner that protects the public's welfare, safety, civil rights, and adheres to state and federal law, and to aid in the successful resolution of a crisis.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

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

A.	Quantity	2. (These vehicles are not operational and are being returned to the military)
B.	Cost	Approximately $120,000 per vehicle, both acquired free of charge from the military.
C.	General Description	A rugged, four-wheeled vehicle with all-terrain/off-road capabilities.
D.	Manufacturer's Description	Varies by manufacturer and style. A Hummer is a four-wheeled vehicle that can be highly customized.

E.	Capabilities & Purpose	Both Hummers were acquired for the SLTPD SWAT Team. They are not in use, as they were mechanically defunct. One was outfitted as a medical vehicle to be used by SWAT paramedics in the event an officer, civilian or suspect is injured. It housed medical equipment and spare supplies such as radios and rural equipment so it could be deployed during extended-range missions where the team had little to no backup or support. The second Hummer was intended for the Crisis Negotiation Team, as negotiators have no dedicated vehicle in which to operate or carry equipment (such as throw phones, PA systems, recording equipment, etc) to communicate with a suspect during a crisis. This would have allowed negotiators a safe place to perform de-escalation efforts in a tactical environment. Although the vehicles acquired by the SLTPD are being returned to the military, Hummers are a common SWAT vehicle and other surrounding agencies may have uniquely configured vehicles for specialized purposes. For example, Hummers can be outfitted with a Mobile Adjustable Ramp System (MARS) to rescue persons from second or third stories during an emergency.
F.	Authorized Use	These vehicles are not in use. Use in a tactical situation would have been established by a SWAT Team Leader or Incident Commander.
G.	Expected Lifespan	About 10-15 years.
H.	Fiscal Impact	Little to no maintenance cost.
I.	Training	Training would vary depending on the capability and model of the vehicle.
J.	Legal and Procedural Rules	It is the policy of the SLTPD to use SWAT vehicles only when licensed and while adhering to state and federal law.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

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

A.	Quantity	1.
B.	Cost	$159,684.
C.	General Description	A vehicle designed to house equipment and resources for the use of commanders to organize, oversee and address an incident.
D.	Manufacturer's Description	Not available, as this vehicle was custom built. This vehicle is used as a mobile field office that provides shelter, access to Department computer systems, and food/water during extended events.
E.	Capabilities & Purpose	The MCV was purchased by the City through a grant in 2007. The MCV can be utilized for critical incidents, preplanned events, searching for missing persons, natural disasters and tactical operations.

		This vehicle houses a bank of radios and a CAD console for dispatchers. This vehicle facilitates a remote command post for various events such as SnowGlobe, widespread power outages, and Wild Fires (Like Caldor). It gives the SLTPD a redundant dispatch center during a crisis.
F.	Authorized Use	Only persons trained on the use of the MCV should operate this vehicle. Use in a tactical situation would be established by a SWAT Team Leader or Incident Commander. Typically, a dispatcher or supervisor drives the MCV to the command post during an event. Situations in which the MCV would be authorized for use may include, but are not limited to, critical incidents, emergencies, natural disasters, tactical crises or community engagement events.
G.	Expected Lifespan	For the MCV, a 20 year lifespan on the chassis and vehicle structure. Radios and IT systems occasionally need upgrades and software maintenance.
H.	Fiscal Impact	Annual maintenance cost is minimal.
I.	Training	All MCV drivers are licensed and become familiarized with the vehicle's deployment capabilities before driving (including computers and radios).
J.	Legal and Procedural Rules	It is the policy of the SLTPD to use the Mobile Command Vehicle only in a manner that respects the privacy of our community, adheres to state and federal law, and to provide for the safety of our community.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the city of South Lake Tahoe during a mutual aid event.

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

A.	Quantity	Zero.
B.	Cost	Not Applicable.
C.	General Description	Devices designed to defeat locking mechanisms and fortifications.
D.	Manufacturer's Description	Varies based upon item.
E.	Capabilities & Purpose	The SLTPD has no items in this category. No SLTPD vehicles have affixed rams or breaching apparatuses. During complex and high-risk SWAT missions, however, the SWAT team has requested mutual aid from the Tahoe-Douglas Bomb Squad for breaching purposes. Explosive breaching is a failsafe, rapid method for gaining access to a fortified or barricaded position. The method is important for certain high-risk events such as rescuing hostages or preventing complete barricading by a dangerous subject.
F.	Authorized Use	Explosive breaching is only used at the direction of the SWAT Team Leader or Incident Commander, with input from the Bomb Squad Commander, and only in specific circumstances.
G.	Expected Lifespan	Varies based upon item; not maintained by the SLTPD.

H.	Fiscal Impact	None.
I.	Training	These items are only deployed and utilized by trained EOD personnel with the Douglas County Bomb Squad.
J.	Legal and Procedural Rules	Breaching shall only be performed in a manner consistent with state and federal law.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

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

A.	Quantity	36.
B.	Cost	$25 per device.
C.	General Description	Devices which deflagrate to produce a flash of light and loud, concussive noise.
D.	Manufacturer's Description	A non-bursting, non-fragmenting multi-use device that produces a thunderous bang with an intense bright light. Ideal for distracting and disorienting dangerous suspects during assaults, hostage rescue, room entry or other high-risk situations. At 5 feet away, these devices create a sound at 162 decibels (for reference, fireworks are 140 decibels).
E.	Capabilities & Purpose	A distraction device is an important tool for distracting suspects during assaults, hostage rescue, room entry and other high-risk situations. The SWAT team has also used these devices to deter aggressive animals and prevent use of force. These devices produce a short term (4-8 second) period of disorientation to the suspect, which facilitates the safe entry of SWAT personnel into a dangerous situation. These devices do not explode or create shrapnel, nor are they designed to wound or hurt a subject. They can create an opportunity for officers to use less-lethal options rather than lethal force.
F.	Authorized Use	Diversionary Devices shall only be used: • By SWAT personnel who have been trained on their use • In tactical situations • In situations where there may be extreme risk to officers • In situations where their use would enhance officer safety or the safety of the public • Addressing potentially dangerous animals • During demonstrations or community outreach events
G.	Expected Lifespan	Until used.
H.	Fiscal Impact	No annual maintenance. The SWAT Team maintains a minimum inventory of 30 distractionary devices to maintain readiness for a response to a crisis.
I.	Training	Prior to use, officers must attend a diversionary device training conducted by POST-certified instructors.

J. Legal and Procedural Rules — It is the policy of the SLTPD that only SWAT operators use distractionary devices, and they must be used in a manner consistent with state and federal law.

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

8 **Chemical Agents and Smoke canisters**

A. Quantity — 7 DefTec Flameless Tri-Chamber CS.
20 DefTec Flameless Expulsion CS.
18 DefTec Flameless Expulsion OC.
20 DefTec Maximum HC Smoke.

Because inventory varies depending on operational and training use, a minimum inventory is maintained of 20 canisters of each type.

B. Cost — DefTec Flameless Tri-Chamber CS - $45 per canister.
DefTec Flameless Expulsion CS - $48 per canister.
DefTec Flameless Expulsion OC - $49 per canister.
DefTec Maximum HC Smoke - $38 per canister.

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

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

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

DefTec #2040 Flameless Expulsion OC canister:
The OC Flameless Expulsion Canister is a compact, non-pyrotechnic, chemical agent device that provides safe expulsion without risk of fire. It is safe to use inside of a residence. Unlike pyrotechnical canisters, this device's contents are expelled upon actuation of a CO_2 cartridge that will affect a confined area of approximately 1500 square feet. This canister is 7.5 inches by 1.65

inches and delivers approximately 0.16 oz of active agent during its 3-second discharge time.

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

E. Capabilities & Purpose

The department maintains a cache of chemical agents to be used in various tactical situations. These are one of many various less-lethal options that the SWAT team employs. While these agents are referred to as gasses, they are actually dispersed particulates similar to powder or smoke. These are used mainly to dislodge dangerous subjects from barricaded positions and are the second most common reason for suspect surrender in the SLTPD SWAT team's history (the first reason being long-term, tactical negotiations). The munitions listed below are launched as a projectile; the munitions listed in this section are hand-delivered canisters.

F. Authorized Use

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

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

G. Expected Lifespan

5 years from manufacture date.

H. Fiscal Impact

Little to no maintenance cost.

I. Training

Sworn members utilizing chemical agents are trained in their use by POST-certified less-lethal instructors.

J. Legal and Procedural Rules

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

K. Mutual Aid

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

9 **40mm Launchers and Rounds**

A. Quantity

2 DefTec LMT single-shot launchers.
1 MilKor Multi-launcher.
50 Exact Impact rounds.
25 Liquid Barricade rounds.
14 Spede-Heat rounds.
16 Skat Shell rounds.

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

B.	Cost	DefTec launchers: $1,000 per launcher. MilKor multi-launcher: $4,265. Exact Impact rounds: $18 per round. Liquid barricade rounds: $23 per round. Spede-Heat rounds: $30 per round. Skat-Shell rounds: $28 per round.
C.	General Description	40mm Launcher: A class of devices designed to launch rounds 40mm in diameter 40mm Round: A class of low-velocity rounds designed for use in less-lethal situations
D.	Manufacturer's Description	DefTec launcher: The 40mm Single-Shot launcher is a single-shot launcher that features an expandable stock and a light rail. It will fire standard 40mm less lethal munitions up to 4.8 inches in cartridge length. It will launch a 40mm less lethal round to varied distances and is only authorized to be used by approved and trained personnel. MilKor M32A1 40mm multi-launcher: The M32A1 is a handheld, gas plug operating, semi-automatic, revolving action, 40mm multi-shot grenade launcher (MSGL). The MilKor, USA 40mm MSGL is the highest quality, safest and most high performing 40mm MSGL on the market domestically and internationally. DefTec #6325 Exact Impact Sponge round: A less-lethal 40mm lightweight plastic and foam projectile fired from a single or multi-round purpose built 40mm canister launcher with a rifled barrel at 325 fps. The 30-gram foam projectile delivers 120 ft/lbs of energy upon impact. The 40mm Exact Impact sponge round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 131 feet from the target. DefTec #2260 Ferret Liquid Barricade round: A less-lethal 40mm round designed to penetrate barriers such as windows, hollow-core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside a structure or vehicle. In a tactical deployment situation, the 40mm ferret is primarily used to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects. DefTec #6182 Spede-Heat CS Short Range round: The Spede-Heat CS short-range munition delivers one chemical canister of CS agent from a 40mm launcher up to 150 yards. The Spede-Heat is a pyrotechnic round designed specifically for outdoor use in crowd control situations with a high-volume continuous burn that expels its payload in approximately 20-40 seconds from a single source. The Spede-Heat family may be used to conceal tactical movement or to route a crowd. DefTec #6172 Skat-Shell CS round: The Skat-Shell round is a 40mm round designed to deliver multiple canisters of a chemical agent from a 40mm launcher. It is designed for outdoor use and has fire-producing capabilities with a maximum range of 80-100 yards. The Skat-Shell is widely used as a crowd

		management tool for the rapid and broad deployment of a chemical agent by a singer grenadier. The Skat-Shell contains four separate and smaller munitions.
E.	Capabilities & Purpose	The department maintains a cache of chemical agents to be used in various tactical situations. These are one of many various less-lethal options that the SWAT team employs. While these agents are referred to as gasses, they are actually dispersed particulates similar to powder or smoke. These are used mainly to dislodge dangerous subjects from barricaded positions and are the second most common reason for suspect surrender in the SLTPD SWAT team's history (the first reason being long-term, tactical negotiations). The munitions listed here are launched as a projectile; the munitions listed in the previous section are hand-delivered.
F.	Authorized Use	Situations for use of the less lethal weapons systems may include, but are not limited, to: • Dangerous or combative individuals • Riots, civil unrest, hostile crowds • Circumstances where a tactical advantage can be obtained • Potentially dangerous animals • Situations where the use of less lethal weapons may limit escalation or prevent use of deadly force • Training exercises or community outreach events
G.	Expected Lifespan	Launchers: 15 years. Rounds: 5 years from manufacture date.
H.	Fiscal Impact	Little to no maintenance cost.
I.	Training	Sworn members utilizing 40mm less lethal chemical agents or impact rounds are trained in their use by POST-certified less-lethal instructors.
J.	Legal and Procedural Rules	Use of these items is established under SWAT policy, as well as SLTPD Policy 300 et seq, various Use of Force state laws and federal laws. They are used only for official law enforcement purposes (including public demonstrations and educational purposes).
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

ORD 2022-1163 Military Equipment use

Final Audit Report 2022-05-04

Created:	2022-05-03
By:	jo Mcdonough (jmcdonough@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoG5UZ3qKehzQkwvA0CfDnFrnjffFo6bc

"ORD 2022-1163 Military Equipment use" History

Document created by jo Mcdonough (jmcdonough@cityofslt.us)
2022-05-03 - 10:28:10 PM GMT- IP address: 128.92.136.146

Document emailed to Sue Blankenship (sblankenship@cityofslt.us) for signature
2022-05-03 - 10:28:58 PM GMT

Email viewed by Sue Blankenship (sblankenship@cityofslt.us)
2022-05-03 - 10:52:20 PM GMT- IP address: 128.92.136.146

Document e-signed by Sue Blankenship (sblankenship@cityofslt.us)
Signature Date: 2022-05-03 - 10:52:30 PM GMT - Time Source: server- IP address: 128.92.136.146

Document emailed to Devin Middlebrook (dmiddlebrook@cityofslt.us) for signature
2022-05-03 - 10:52:32 PM GMT

Email viewed by Devin Middlebrook (dmiddlebrook@cityofslt.us)
2022-05-04 - 5:03:47 PM GMT- IP address: 66.189.255.213

Document e-signed by Devin Middlebrook (dmiddlebrook@cityofslt.us)
Signature Date: 2022-05-04 - 5:04:23 PM GMT - Time Source: server- IP address: 66.189.255.213

Agreement completed.
2022-05-04 - 5:04:23 PM GMT

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 14, 2023
Agenda Item #: 7

Agenda Item: 2023 Cannabis Revenue Policy, Grant Program Process, and Guidelines

Executive Summary: On May 18, 2021, the City Council adopted the cannabis community benefit fee revenue allocation policy to create a community-wide benefit grant program. This program has provided funding opportunities to local schools, government agencies, and nonprofit organizations with program or projects designed to mitigate potential negative impacts of the cannabis industry in South Lake Tahoe and which promote the priorities laid out in the Strategic Plan. Staff is recommending minor changes to the Process and Guidelines document, to require applicants to have a current business license and follow the City's Financial Policies, for the 2023 grant program set to open April 15 and close May 15. Last year $399,650 was granted to 14 community organizations.

Requested Action / Suggested Motions: Pass a Resolution adopting the 2023 Cannabis Revenue Policy, Grant Program Process and Guidelines.
Responsible Staff Member: Sara Letton, Sustainability Coordinator

Responsible Staff Member: Sara Letton, Sustainability Coordinator, 530-542-6175

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

Attachments:

01 - Staff Report Cannabis Revenue Grant Program 2023.docx
02-Resolution - 2023 Cannabis Revenue Policy Grant Program Process and Guidelines.docx
03-Cannabis Revenue Policy (Exh. A to Reso).docx
04 - Cannabis Revenue Policy Redline.pdf

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

Meeting Date: March 14, 2023

Title: 2023 Cannabis Revenue Policy, Grant Program Process, and Guidelines

Location: Citywide

Responsible Staff Member: Sara Letton (530) 542-6175

Background: On May 18, 2021 the City Council adopted the cannabis community benefit fee revenue allocation policy to create a community-wide benefit grant program. This program was created to provide funding opportunities to local schools, government agencies and non-profit organizations with programs or projects designed to mitigate potential impacts of the cannabis industry in South Lake Tahoe and which promote the priorities of the City Strategic Plan. The 2022 “Cannabis Revenue Grant Program” provided 14 awards to community organizations, totaling $399,650. Awardees are set to wrap up their grant projects by summer, with most closing out this spring.

Staff is bringing forward this item to update the cannabis revenue grant program process and guidelines for 2023, in alignment with the recently adopted “Financial Policies for Granting Funds for Community Benefit and Enhancement Grant Program”. In addition to providing grant administration details via the Financial Policy alignment, it clarifies the requirement of a City business license.

Issue and Discussion:
The community public benefit fee revenue collection was created for the purpose of the betterment of our community including public safety and financial support for community schools and non-profit organizations. The City Manager and staff propose continuing the distribution of available funds in a manner substantially similar to the pilot year, 2022, while nesting this program’s guidelines in the policy, noted above.

To help Council with future revenue distribution the City Council adopted the following policy on May 18, 2021:

1. Create a Community-wide Benefit Grant Program funded by Cannabis Community Benefit Fee revenue. This program will provide funding to local schools, government agencies and non-profit organizations with programs or projects designed to mitigate potential impact of the cannabis industry in South Lake Tahoe. The program will operate through an application process to be established prior to the next year’s mid-year budget process.
2. Allocate up to 50% of the previous year’s revenue to the new Community-wide Benefit Grant Program during a mid-year budget process.

3. Allocate a portion of the remaining revenue back to the General Fund for projects that meet and/or enhance community needs and benefit a large cross section of residents having a direct correlation to resident services and enhancement in the areas of recreation, economic development, support services and the environment.

To assist the City Council in the evaluation of the community-wide cannabis revenue grant program, the attached 2023 process and guidelines document (Attachment 03) has been developed to assist the City in an annual review of proposals for funding opportunities to local schools, government agencies and non-profit organizations with programs or projects designed to mitigate potential negative impacts of the cannabis industry in South Lake Tahoe and which promote the priorities of the City Strategic Plan. The City's Strategic Priorities are: Built Environment, Recreation and Equitable Access, Community for All, Economic Development and Continuous Improvement; and the Strategic Plan can be found here: https://www.cityofslt.us/DocumentCenter/View/15828/City-ofSLT-Strategic-Plan-web-version

Financial Implications:
The fiscal years 2020-2021 and 2021-2022 Community Benefit Fee revenue amounted to $1,177,868 and $1,135,950 950 and non-grant expenditures amounted to $619,710 and $315,691 respectively. The current fiscal year 2022-2023 mid-year budget proposes the appropriation of $400,000 be made available for the cannabis revenue grant program this fiscal year, same as 2022.

Environmental Considerations:
This 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 other governmental fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment).

Policy Implications:

The proposed process and guidelines are consistent with the established cannabis revenue allocation policy adopted on May 18, 2021.

The program itself is created in part to help advance the Strategic Goals and Priorities set forth by Council.

The Cannabis Revenues Grant program is in alignment with, and falls under the guidance of, the "Financial Policies for Granting Funds for Community Benefit and Enhancement Grant Program".

Resolution 2023-XXX

Adopted by the City of South Lake Tahoe
City Council

March 14, 2023

Adopting the 2023 Cannabis Revenue Policy, Grant Program Process and Guidelines

BACKGROUND

A. On May 18, 2021 the City Council adopted the cannabis community benefit fee revenue allocation policy to create a community-wide benefit grant program. This program will provide funding opportunities to local schools, government agencies and non-profit organizations with programs or projects designed to mitigate potential impacts of the cannabis industry in South Lake Tahoe and which promote the priorities of the City Strategic Plan.

B. Cannabis businesses pay a business license tax pursuant to Measure G, adopted by voters on November 8, 2022, equivalent to six (6) percent of Gross Receipts and $20/square foot of canopy for cultivation.

C. The proposed 2023 community-wide cannabis revenue grant program application process and guidelines (Exhibit A) to this Resolution have been developed to assist the City in an annual review of proposals for funding opportunities to local schools, government agencies and non-profit organizations with programs or projects designed to mitigate potential negative impacts of the cannabis industry in South Lake Tahoe and which promote the priorities of the City Strategic Plan.

D. The 2022 grant program pilot year has, to date, successfully managed 14 grant projects in the community. Projects will close out in spring and summer 2023.

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

1. Approves the 2023 Cannabis Revenue Policy, Grant Program Process and Guidelines attached hereto as Exhibit “A.”

Adopted by the City of South Lake Tahoe City Council on March 14, 2023 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Cristi Creegan, 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

CANNABIS REVENUE POLICY

GRANT PROGRAM

2023 Process & Guidelines

To assist the City Council in the evaluation of the community-wide cannabis revenue grant program, the following process and guidelines have been developed to assist the City in an annual review of proposals for funding opportunities to local public agencies and nonprofit organizations with programs or projects designed to mitigate potential negative impacts of the cannabis industry in South Lake Tahoe and which promote the priorities of the City Strategic Plan. The City's Strategic Priorities are Built Environment, Recreation and Equitable Access, Community for All, Economic Development and Continuous Improvement. The Strategic Plan can be found here: https://www.cityofslt.us/DocumentCenter/View/15828/City-of-SLT- Strategic-Plan-web-version

Please note that this is a grant program for project funding. It is not a donation or sponsorship program. Strong applications will directly address one or more Strategic Priorities while also addressing potential negative impacts of the cannabis industry.

GRANT DETAILS

- Grant amounts will range from $1,000 to $50,000.
- Funds must be expended within one year
- No more than a 10% de minimus indirect cost rate allowed; unless the organization can provide a separate approved federal cognizant agency indirect cost rate.
- The City shall disburse 90% up front, and the final 10% shall be reimbursed upon successful completion of final reporting.
- Detailed documentation of eligible expenses is required.

WHEN CAN I APPLY?

The City grant program will open on April 15, and the submittal period will remain open until 11:59 p.m. on May 15.

ELIGIBILITY

- You must have a current City of South Lake Tahoe Business License at the time of application submittal.
- Your entity and proposal must be focused on efforts to mitigate potential impacts of the cannabis industry in South Lake Tahoe and promote the priorities of the City Strategic Plan.
- Your entity must be located within the city limits or serve the community of South Lake Tahoe, CA.
- One application per entity
- If you are a past year recipient you must be in compliance with the annual reporting requirement, which includes the submittal of a written report detailing how your previous award was expensed to the City no later than March 31 following a previous year's grant award.
- Must meet all requirements outlined in the city's "Financial Policy for Granting Funds for

Community Benefit and Enhancement"

APPLICATION REVIEW

- Please be sure your application is complete when you send it in. The City reserves the right to not consider incomplete applications.
- Applications will be reviewed by the grant committee, consisting of the Mayor, one City Council Finance Committee member, the City Manager and the City's Finance Director.
- The grant committee will make recommendations to the City Council no later than June 30 annually for consideration and approval.
- To provide transparency, the City of South Lake Tahoe will post a list on the City's website showing all grant recipients and the amount received. By signing and submitting a grant program application with the City of South Lake Tahoe, you agree to have your entity's name along with the grant amount listed on the website. Please note that anything submitted to the City is considered public record and can be made available via a public records request.

SUBMITTING YOUR APPLICATION

You will be required to submit the following required documentation along with your signed application form:

1. A photo or copy of your current City of South Lake Tahoe Business License
2. A current IRS Form W-9 showing your Taxpayer ID
3. For nonprofits, attach your IRS letter with proof of tax-exempt status and a screenshot of Secretary of State Business Search website showing ACTIVE status of your nonprofit
4. For governmental agencies, attach federal TIN documentation
5. Federal tax return 990/990-PF or previous year audited financial statement OR a previous year audited financial statement

Please submit the application form and the supporting documentation via email to

Grantprogram@cityofslt.us

Or

Send to:
City of South Lake Tahoe City Hall
Attn: Grant Program
1901 Lisa Maloff Way, Suite 210
South Lake Tahoe, CA 96150

Or bring to the Finance drop box at the above address.

To be considered for the grant, your materials must be in by 11:59 p.m. on May 15.

Contact the City of South Lake Tahoe at Grantprogram@cityofslt.us with questions.

CANNABIS REVENUE POLICY
GRANT PROGRAM
2023 Process & Guidelines

To assist the City Council in the evaluation of the community-wide cannabis revenue grant program, the following process and guidelines have been developed to assist the City in an annual review of proposals for funding opportunities to local public agencies and nonprofit organizations with programs or projects designed to mitigate potential negative impacts of the cannabis industry in South Lake Tahoe and which promote the priorities of the City Strategic Plan. The City's Strategic Priorities are Built Environment, Recreation and Equitable Access, Community for All, Economic Development and Continuous Improvement. The Strategic Plan can be found here: https://www.cityofslt.us/DocumentCenter/View/15828/City-of-SLT-Strategic-Plan-web-version

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- The City shall disburse 90% up front, and the final 10% shall be reimbursed upon successful completion of final reporting.
- Detailed documentation of eligible expenses is required.

WHEN CAN I APPLY?

The City grant program will open ~~annually~~ on April 15, and the submittal period will remain open ~~annually~~ until ~~5~~11:59 p.m. on May 15.

ELIGIBILITY

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- Your entity and proposal must be focused on efforts to mitigate potential impacts of thecannabis industry in South Lake Tahoe and promote the priorities of the City Strategic Plan.
- Your entity must be located within the city limits or serve the community of South Lake Tahoe, CA.
- One application per entity
- If you are a past year recipient you must be in compliance with the annual reporting

requirement, which includes the submittal of a written report detailing how your previousaward was expensed to the City no later than March 31 following a previous ~~year's grant award.~~ year's grant award.

- Must meet all requirements outlined in the city's "Financial Policy for Granting Funds for Community Benefit and Enhancement"

APPLICATION REVIEW

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- To provide transparency, the City of South Lake Tahoe will post a list on the City's website showing all grant recipients and the amount received. By signing and submitting a grant program application with the City of South Lake Tahoe, you agree to have your entity's name along with the grant amount listed on the website. Please note that anything submitted to the City is considered public record and can be made available via a public records request.

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1. A photo or copy of your current City of South Lake Tahoe Business License
~~1.~~2. A current IRS Form W-9 ~~(~~showing your Taxpayer ID~~)~~
~~2. An~~For nonprofits, attach your IRS letter with proof of tax-exempt status~~, if applicant is~~ and a ~~nonprofit.~~
3. ~~Screenshot of Secretary of State Business search~~screenshot of Secretary of State Business Search website showing ACTIVE status ~~(not required for public agencies)~~of your nonprofit
4. For governmental agencies, attach federal TIN documentation
5. Federal tax return 990/990-PF or previous year audited financial statement OR a previous year audited financial statement

Please submit the application form and the supporting documentation via email to

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Or

~~**Send**~~ **send to:**

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Attn: Grant Program
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City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 14, 2023
Agenda Item #: 8

Agenda Item: City of South Lake Tahoe General Plan Annual Report and Surplus Land Inventory for 2022

Executive Summary: The General Plan Annual Progress Report provides information regarding the implementation of the General Plan. The Annual Progress Report is designed to provide information for the Planning Commission and City Council to assess how the General Plan was implemented during the 12-month reporting period (January 2022 to December 2022).

Requested Action / Suggested Motions: 1) Pass a Resolution accepting the 2022 General Plan Annual Progress Report; and 2) Pass a Resolution declaring surplus land inventory.
Responsible Staff Member: Madison Dederick, Assistant Planner

Responsible Staff Member: Madison Dederick, Assistant Planner
(530)542-6022

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

Attachments:

01 - Staff Report General Plan APR.docx
02-Resolution - General Plan APR.docx
03-General Plan APR (Exh. A to Reso)
04-Resolution - Declaring Surplus Land Inventory.docx
05- PC Resolution 2023-004 Surplus Land Inventory.pdf
06-PC Resolution 2023-003 General Plan 2022.pdf

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

Meeting Date: March 14, 2023

Title: City of South Lake Tahoe General Plan Annual Report and Surplus Land Inventory for 2022

Location: Citywide

Responsible Staff Member: Madison Dederick, Assistant Planner

Background: California Government Code Section 65300 requires each city to adopt a comprehensive, long-range General Plan to guide the physical development of the incorporated city and land outside the city boundaries. Government Code Section 65400 requires cities to submit an Annual Progress Report (APR) on the status of the General Plan and progress in its implementation to their legislative bodies, the Governor's Office of Planning and Research (OPR), and the Department of Housing and Community Development (HCD) by April 1 of each year.

The APR provides the Planning Commission and City Council with information regarding the implementation of the General Plan. The APR is designed to provide information for the Planning Commission and City Council to assess how the General Plan was implemented during the 12-month reporting period (January 2022 to December 2022).

Providing a copy of the APR to HCD also fulfills other statutory requirements for reporting to HCD. Cities must report certain housing information, including the local agency's progress in meeting its share of regional housing needs and local efforts to remove governmental constraints to the development of housing (Government Codes Section 65584.3(c)). Cities must also report a central inventory of all surplus land to HCD no later than April 1 of each year (Government Code 65400(a)(2)).

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

Issue and Discussion: City staff has drafted the 2022 General Plan APR and presented it to the Planning Commission for consideration (*Attachment 03*). The 2022 General Plan APR includes information on the City's progress in implementing the General Plan as well as required housing element and surplus land information.

The 2022 General Plan Annual Progress Report was presented to the Planning Commission on February 23, 2023, during the regularly scheduled meeting. In addition, the agenda item included an annual public meeting to discuss progress on housing programs and to solicit feedback per the City's 2022 adopted Housing Element, Program 1-8. The Planning Commission held the public meeting in accordance with Housing Element Program 1-8, passed a Resolution recommending the City Council accept the 2022 General Plan APR and passed a Resolution recommending City Council acceptance of the surplus land inventory.

The item before the City Council is a resolution accepting the 2022 General Plan APR (*Attachment 02*) and a resolution declaring surplus land inventory (*Attachment 04*). The proposed City Council resolution accepting the APR includes the 2022 General Plan APR as Exhibit A (*Attachment 03*). The Housing Element APR tables are located in Appendix A of the General Plan APR and document the City's progress in meeting its Sixth Cycle Regional Housing Needs Allocation (RHNA). The Housing Element APR tables also provide updated information on the implementation programs adopted as part of the 2022-2027 Housing Element. HCD has determined that the City's Housing Element is currently in compliance with state laws, an important designation for many housing projects and program funding sources.

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

Environmental Considerations: The proposed General Plan Annual Report is exempt from environmental review under CEQA, pursuant to Section 15061(b)(3), Review for Exemptions – Common Sense Rule, in that it can be seen with certainty that there is no possibility for this action to have a significant effect on the environment.

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

Policy Implications: The General Plan contains policies that provide direction for all City functions, which are used in strategic decision-making by the City Council for investments and budgeting, development approvals, policy adoption, and regulation. The General Plan APR includes information on the City's progress in implementing the General Plan.

Resolution 2023-XX

Adopted by the City of South Lake Tahoe
City Council

March 14, 2023

Approving the 2021 Genral Plan Annual Progress Report and Directing Staff to Submit the Report to the Governor's Office of Planning and Research and the California Department of Housing and Community Development (Pursuant to Government Code §65400)

BACKGROUND

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

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

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

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

E. The City is required to submit the General Plan Annual Progress Report, including the Housing Element Annual Progress Report, to the Governor's Office of Planning and Research and the Department of Housing and Community Development by April 1, 2023.

F. On February 23, 2023, the Planning Commission reviewed the General Plan Annual Progress Report for 2022 during its regularly scheduled meeting.

G. The City Council of South Lake Tahoe reviewed and approved the General Plan Annual Progress Report in its entirety on March 14, 2023.

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

1. Resolves the General Plan Annual Progress Report provides a status report on each Element in the General Plan and is consistent with the guidelines issued by the Governor's Office of Planning and Research.

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

3. Approves the General Plan Annual Progress Report (Exhibit A) for submittal to OPR and HCD.

Adopted by the City of South Lake Tahoe City Council on March 14, 2023 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Cristi Creegan, 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
GENERAL PLAN ANNUAL PROGRESS REPORT

JANUARY 2022-DECEMBER 2022

CITY OF
SOUTH LAKE TAHOE

ACCEPTED BY CITY OF SOUTH LAKE TAHOE CITY COUNCIL _____

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Section 1 Introduction

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

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

Section 2 General Plan Status

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

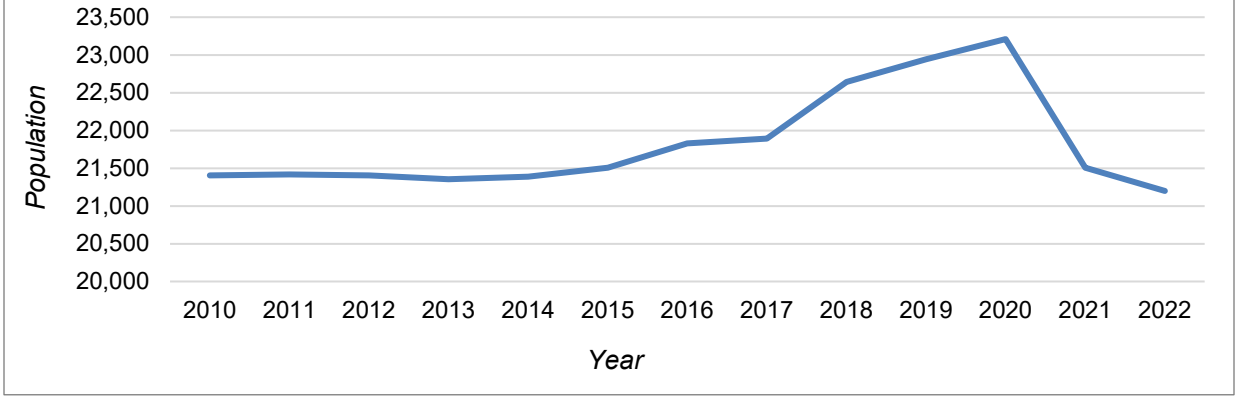
1. Land Use Element (*Land Use and Community Design*)
2. Circulation Element (*Transportation and Circulation*)
3. Housing Element (*Housing*)
4. Conservation Element (*Natural and Cultural Resources*)
5. Open Space Element (*Recreation and Open Space*)
6. Noise Element (*Health and Safety Element*)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

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

Section 3 Current Population and Housing Estimates

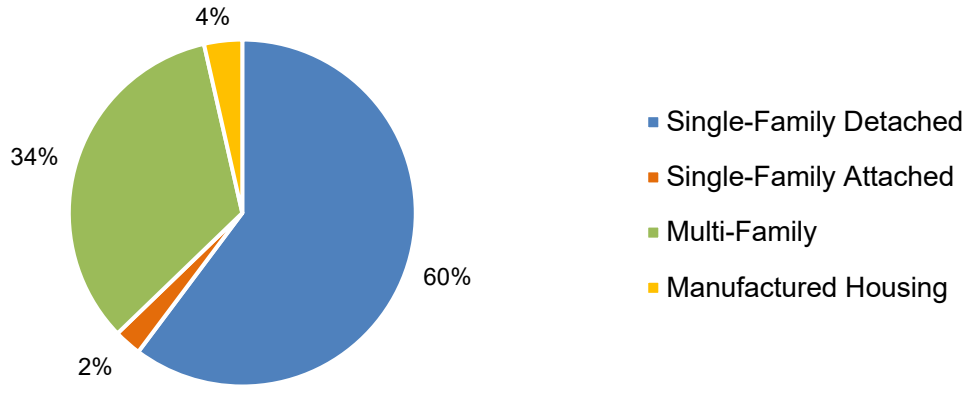
The most recent population and housing estimates from the California Department of Finance (DOF) are from January 2022. According to the California Department of Finance, the 2022 population estimate for the City of South Lake Tahoe is 21,199, a 1.4 percent decrease in the population from the 2021 estimate of 21,508. Figure 1 shows the population estimates for the City of South Lake Tahoe published by the California Department of Finance from 2010 to 2022.

Figure 1
Population Estimates for South Lake Tahoe 2010-2022



According to the California Department of Finance, in 2022 there were an estimated 15,961 housing units in the City, including 9,614 single-family detached units, 407 single-family attached units, 5,373 multi-family units, and 567 mobile/manufactured homes. Figure 2 depicts the percentage breakdown of housing in the City. Single-family housing represents 60 percent of the housing stock while multi-family housing accounts for 34 percent of the housing units. Of the 15,961 housing units in the City, 9,266 units are occupied, for a housing vacancy rate in the City of 41.9 percent.

Figure 2
Percentage of Estimated Housing Units in South Lake Tahoe by Type 2022



Section 4 Land Use & Community Design Element

The Land Use & Community Design Element of the General Plan addresses future land use, development and redevelopment, community design, and sustainability. During 2022, the City continued to support development of residential and commercial projects that are consistent with the adopted goals of the Land Use & Community Design Element.

2022 Planning Entitlement Applications

During 2022, the Planning Division received 90 entitlement applications as depicted in Table 1 below.

Table 1
Planning Entitlement Applications Submitted during 2022*

Type of Application	Number of Applications
Area Plan Amendments	0
Community Plan Amendments	0
Eligible Facility Requests for Wireless Facilities	9
Home Occupation	40
Major and Minor Design Review	12
Major and Minor Sign	17
Major and Minor Variances	3
Mobile Vending Location	2
Cannabis Use Permit	1
Special Use	6
Total Applications	**90**

**Does not include applications for temporary activities, temporary uses, or residential allocations.*

General Plan Amendments

In November 2022, the Health and Safety Element was amended to incorporate the updated Local Hazard Mitigation Plan into the General Plan. Assembly Bill (AB) 2140 (Hancock) in 2006 requires a linkage between local jurisdiction's Local Hazard Mitigation Plan and the Safety Element of their General Plan.

Proposed Area Plan, Community Plan and Plan Area Statement Amendments

During 2022 the City was actively reviewing one Area Plan amendment proposal and one Community Plan amendments proposal as follows:

1) HVR Montreal Tourist Core Area Plan Amendment
2) Plan Area Statement 111, Tahoe Island Amendment

HVR Montreal Tourist Core Area Plan Amendment - The purpose of the proposed zoning amendment is to facilitate the development of multi-family housing on a combined parcel that

includes the former Colony Inn site at 3794 Montreal Road and a second parcel located behind the former Colony Inn site that is currently zoned for Recreational use. The applicant (HVR Acquisitions) intends to develop up to four (4) additional multi-family residential units on the 1.29-acre Recreation parcel as Phase 2 of a Multi-Family Project previously approved by the City for 3794 Montreal Road (former Colony Inn Parcel).

Plan Area Statement 111, Tahoe Island Amendment – The purpose of the Plan Area Statement amendment is to add local assembly and entertainment as a special use to Special Area #2 and modify Special Policy #6 of the plan area statement to limit the area in which this use will be permissible in the future.

Approved Area Plan and Community Plan Amendments

During 2022 the Bijou/Al Tahoe Community Plan was amended. The Community Plan amendment permits greater building height for public, quasi-public, and recreation facilities that require flatter roof pitches to span large interior spaces (e.g., recreation center). The amendments are as follows:

1) Revised the height standards in the Bijou/Al Tahoe Community Plan District 4, to allow additional height for public service and recreation facilities without the requirement for a minimum roof pitch requirement.
2) Brought the roof pitch requirement for all other building in the 56-acre project area into alignment with the city-wide minimum roof pitch requirement of 5:12.

Title 6 Code Amendments

During 2022, the City Council adopted two amendments to Title 6 of City Code, which covers Development Services within the City. More information on the code amendments is provided below.

Movable Tiny Homes – On March 1, 2022, the City Council adopted an ordinance amending Chapter 6.85 of the South Lake Tahoe City Code. The purpose of the amendment was to establish requirements for movable tiny homes to be used as a single-family residence, multi-family residence or accessory dwelling unit within the City.

California Building Standards Code – City Council adopted new California Building Code Standards on November 15, 2022, which amended South Lake Tahoe City Code, Title 6, Chapter 6.15 Building Regulations, Articles I-IV, by adopting the 2022 California Building Standards Code (California Code of Regulations Title 24), including California Green Building Code, Building Code, Fire Code, and related Construction Codes. Typically, every three years, the California Building Standards Commission reviews and revises the California Building, Fire, Plumbing, Mechanical, Residential, Green Building and Electrical Codes. California Health and Safety Code Section 17958 requires local agencies to adopt the building standards contained in these uniform statewide codes but allows cities to modify the codes to reflect local conditions.

Proposed Title 6 Code Amendments

During 2022 no new amendments for Title 6 of the City Code where proposed.

Lake Tahoe Basin Development Rights

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). An annual determination for the fair market value of the development rights and land coverage is conducted to provide a consistent and equitable disposition process, promoted the achievement of the City's affordable housing and community development goals, and provided certainty for the development community. The 2022 appraisal of the market for development rights and land coverage changed since 2021; as a result, a Resolution was adopted by City Council establishing new price points for the sale of development rights and land coverage.

During 2022, the City sold 650 square feet of Commercial Floor Area to Hotel Desolation at 933 Poplar Street for a restaurant and 1,141 square feet of Commercial Floor Area to The Lake House Restaurant at 1181 Emerald Bay Road for outdoor dining.

56 Acres Master Plan

In 2022 the City Council adopted the 56-Acres Master Plan, a planning document prepared by the City in collaboration with El Dorado County and the California Tahoe Conservancy (CTC). The purpose of this planning effort developed a comprehensive strategy for future improvements, development, and operation of civic and recreational space. The effort was coordinated with the redevelopment of the City's Recreation Center and the Master Plan is expected to inform the preparation of a Bijou/Al Tahoe (Mid Town) Area Plan (to replace the 1995 Bijou/Al Tahoe Community Plan).

Improved Transparency and Community Engagement

Throughout 2022 City Staff has continued to post projects on the Current Projects web page in an effort to inform the public on the status of current development proposals and City initiatives. The Current Project web page includes a status report for major development projects and is linked to a GIS map.

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

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

Land Use and Community Design Element Goals

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

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

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

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

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

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

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

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

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

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

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

Section 5 Economic Development Element

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

New Business and Home Occupations

All businesses conducting work within the City are required to obtain a Business License. In 2022, the City issued a total of 678 business licenses.

Due to an increase in remote working as a result of the COVID-19 pandemic, there has been an increase in new home occupations. Forty applications were approved during 2022.

Economic Development Priorities

In March 2022, the City Council discussed formal direction on projects and benchmarks to address the high priority economic challenges facing the City. Action taken since the meeting include adopted updated development commodity incentive policies, provided funding for the Lake Link shuttle service, adopted a Local Hazard Mitigation Plan, adopted a 5-year Capital Improvement Plan, and authorized or accepted grant funding for infrastructure improvements, complete street planning, and housing. In addition, City staff has begun work to prepare an inventory of vacant and underused properties and engaged in discussion with community partners regarding workforce development and economic stability.

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

Economic Development Element Goals

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

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

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

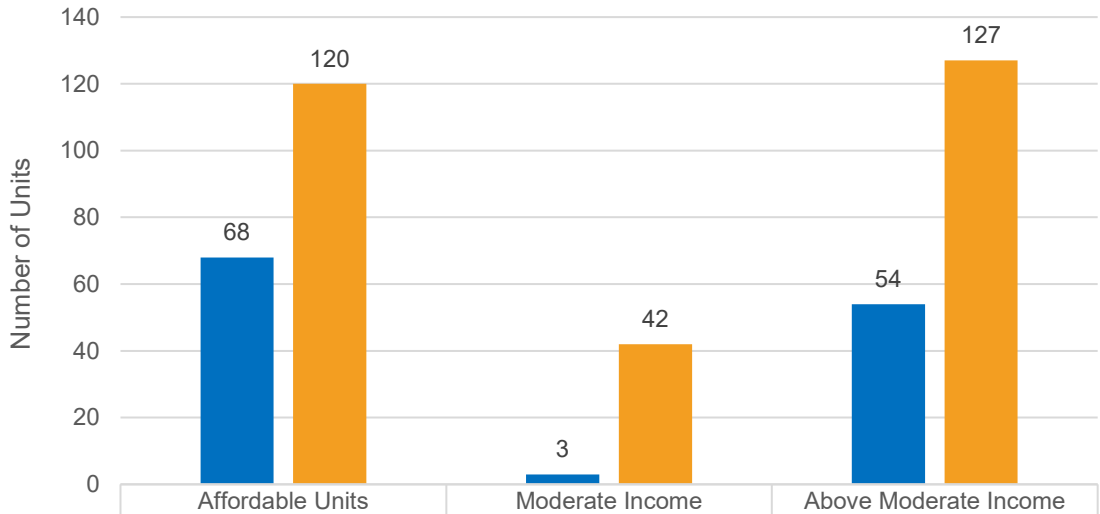
Section 6 Housing Element

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

The City is required to update the Housing Element of the General Plan based on update cycles set by HCD. During 2021 and 2022 the City held a series of public workshops and completed a public draft for the new Housing Element with the assistance of PlaceWorks consultants.

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

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

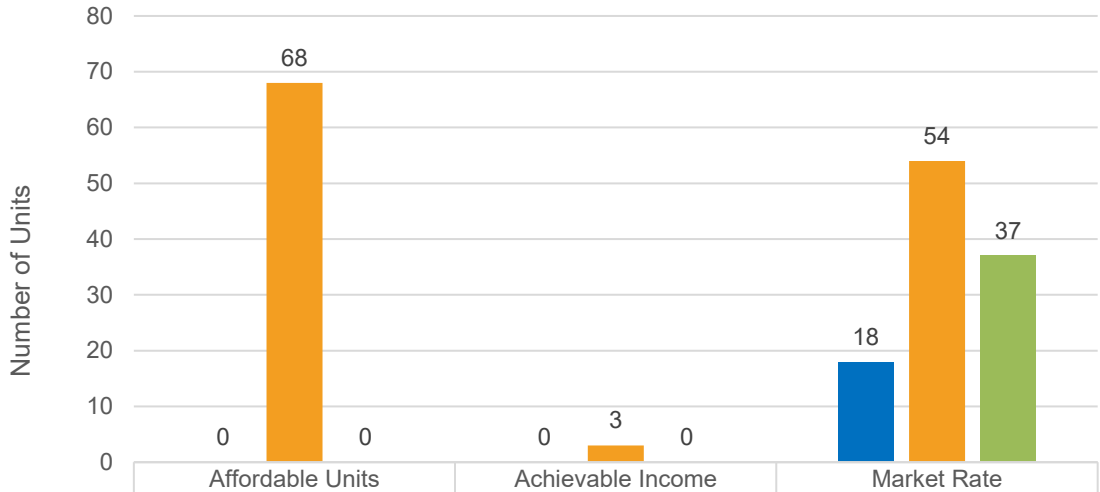


	Affordable Units	Moderate Income	Above Moderate Income
Units Permitted	68	3	54
RHNA Target	120	42	127

During 2022, the City continued several efforts to address existing and future housing needs. The City's efforts involved entitlements and funding for new affordable housing projects as well as the approval of new incentives for affordable housing. Figure 4 below shows the residential building activity that occurred in 2022 including projects which received planning approval (units entitled), units which received a building permit (units permitted), and projects that were deemed complete

(units completed). The Sugar Pine Village project, which will include a total of 248 deed restricted low-income units (affordable units), began preliminary site work for Phase 1A of construction which includes 68 affordable units.

Figure 4
Residential Building Activity During 2022



	Affordable Units	Achievable Income	Market Rate
Units Entitled	0	0	18
Units Permitted	68	3	54
Units Completed	0	0	37

Program 1-4 Using Local Incentives

In 2022, the City developed an ADU Guide that includes an overview of ADU types, the development process, and incentives to build ADUs. This is available at the permitting counter and on the City website. In addition, staff posted a list of residential and commercial incentives on the City website to assist developers.

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

In 2022 the City Council adopted a revised policy for the disposition of City owned TRPA development commodities to incentivize development of multi-family and accessory dwelling units. Under this policy, in 2022 the City distributed 2 Residential Units of Use for construction of Accessory Dwelling Units at no cost, sold one Unit of Use for construction of a single-family dwelling and sold one Unit of Use for construction of a duplex.

Program 2-6 Assist Nonprofit Housing Developers

The City partnered with Related CA and St. Joseph Community Land Trust for the development of Sugar Pine Village for 248 units of low-income housing (under 80% AMI). This project is four

phases and currently the first phase (68 units) is fully funded, permitted, and construction began in Fall 2022. The City also provided land for the three moderate income homes St. Joseph Community Land Trust is developing and is currently developing a down-payment assistance program for these units.

Program 2-8 Mitigation of TRPA Regulations

Throughout 2022 City staff and City Council members have continued to participate in the TRPA Housing and Community Revitalization Working Group of the Advisory Planning Commission to assist local governments in meeting housing needs around the Basin. The working group reviewed amendments to the TRPA Code of Ordinances related to accessory dwelling units which was adopted by TRPA in 2021. TRPA staff are currently working on updates to height, density and coverage code amendments. The City provided a letter of support to TRPA to apply for the Regional Early Action Planning grant 2.0, Higher Impact Transformation grant to integrate equity, housing choice and affordability and environmental benefits into TRPA's Regional Plan.

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

The City contracted BAE Urban Economics in Spring 2022 to conduct a housing funding source feasibility analysis on seven different potential sources. The funding study was completed in January 2023 and was discussed at City Council on January 24, 2023. Council's direction is to further assess the following sources: vacancy tax, transient occupancy tax, inclusionary housing ordinance, and commercial linkage fee in addition to stakeholder engagement on the sources.

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

The City continues to implement the Multiple-Family Dwelling Inspection and Maintenance Program on multifamily projects of six unites or more and single-room occupancy (SRO) units in hotels and motels to identify substandard housing and to ensure that City residents are living in safe and decent housing. During 2022, the Development Services Department carried out the following activities for multi-family residential properties and units participating in the Single Room Occupancy (SRO) program:

- Muti-Family Residential Unit Program Summary
    - City staff conducted 193 site visits to multi-family properties (6 units or greater)
    - Multifamily units with pending corrections decreased from 190 to 75

- SRO Unit Program Summary
    - City staff conducted 25 SRO site visits
    - The number of SRO units inspected corrections pending decreased from 21 to 0 during 2022

- Overall, in 2022, the multi-family residential program certified 533 regular units and maintained 1,123 exceptional units while the SRO program certified 115 regular units and maintained 85 exceptional units.

In order to address substandard housing conditions within the community, the City Council established a Housing Hotline. Consistent with all other years, in 2022, staff received many calls from tenants regarding security deposit disputes, parking concerns, rent increases inquiries, civil disputes, nuisances, evictions and substandard housing concerns. The Housing Division receives approximately 700 calls annually through the Housing Hotline. A substantial number of these calls are referred to other agencies for assistance such as Legal Services, El Dorado County Environment Management and Behavioral Health, City Code Enforcement, and the California Apartment Association. Additionally, a large number of complaints are resolved through mediation conducted by Housing Staff without escalated enforcement. However, approximately 30 complaints a year do result in City Inspection and prolonged enforcement, the process of which can extend for a series of months. No matter the type of complaint, the Housing Division staff investigates and addresses all substandard housing complains.

Program 3-9 Landlord/Tenant Matching Program - Lease to Locals

During 2022 the City continued their partnership with Landing Locals to continue and expand the Lease to Locals program. This program offers grants to qualifying South Lake Tahoe property owners when they rent their homes long-term to local residents. The goal of the program is to provide an incentive for second homeowners to lease long-term rather than rent short-term or leave homes vacant and increase rental housing stock. The program was expanded in Summer 2022 with additional funding. As of January 30, 2023, 45 adults and 9 children have been housed through this program.

Program 1-8 Housing Element Implementation Progress

The City is required to submit specific tables to HCD which constitute the Housing Element Annual Progress Report (APR) for 2022 (*See Appendix A*). Each table is further described below if the table is relevant to the City of South Lake Tahoe.

- Table A includes submitted discretionary entitlement applications as well as submitted ministerial applications (building permits). This included a total of 68 new residential unit applications during 2022.

- Table A2 includes approved entitlements, issued residential permits, and completed residential permits. In 2022 the City approved entitlements for 59 units, issued residential permits for 125 units, and completed permitting for 37 residential units during the reporting period.

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

- Table C documents sites identified or rezoned to accommodate shortfall housing need and No Net Loss law.

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

- Table F documents that 22 units that have been substantially rehabilitated, converted from non-affordable by acquisition, and preserved, including mobile home park preservation.

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

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

- LEAP Reporting is an annual report on any Local Early Action Planning grant funds received by the jurisdiction.

The existing Housing Element goals are provided below for reference.

Housing Element Goals

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

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

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

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

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

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

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

Goal HE-8: To ensure that Housing Element programs are implemented on a timely basis and progress of each program is monitored and evaluated annually.

Section 7 Transportation and Circulation Element

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

During 2022, several significant transportation projects were completed or continued to make progress in the planning, design and environmental clearance process, including the following:

1) Lake Tahoe Boulevard Class 1 Multi-Use Trail Project
2) Pioneer Trail Pedestrian Improvement Phase 2
3) Tahoe Valley Greenbelt and Stormwater Improvement Project
4) Bijou Park Class 1 Bicycle Trail – Greenway Connector
5) Tata Lane/Sugar Pine Village Sidewalk Project
6) Citywide ADA Transition Plan
7) Dennis T. Machida Memorial Trail (CTC Greenway Phase 1C)

Lake Tahoe Boulevard Class 1 Multi-Use Trail Project

- *Status: Implementation substantially completed in 2022*

This project includes a Class 1 Multi-use Trail, Class 2 bicycle lanes, sidewalk improvements, landscape buffers, and safety lighting along Lake Tahoe Boulevard between Viking Way and US 50/89 (Emerald Bay Road). The project and related CEQA documentation were approved at the 9/12/19 Planning Commission meeting. The project construction began in May 2022, and the majority of the improvements were completed by October 2022. Due to supply chain issues, the customized light pole standards are on back order and expected to be delivered and installed in the spring of 2023, at which time the project will be complete. The current City approved custom light poles are only made by one manufacturer, and this creates significant cost and supply chain scheduling issues for projects that include pedestrian lighting. This project was designed and implemented in close coordination with the Sugar Pine Village affordable housing project to ensure the improvements work together in the long-term and were constructed as efficiently as possible.

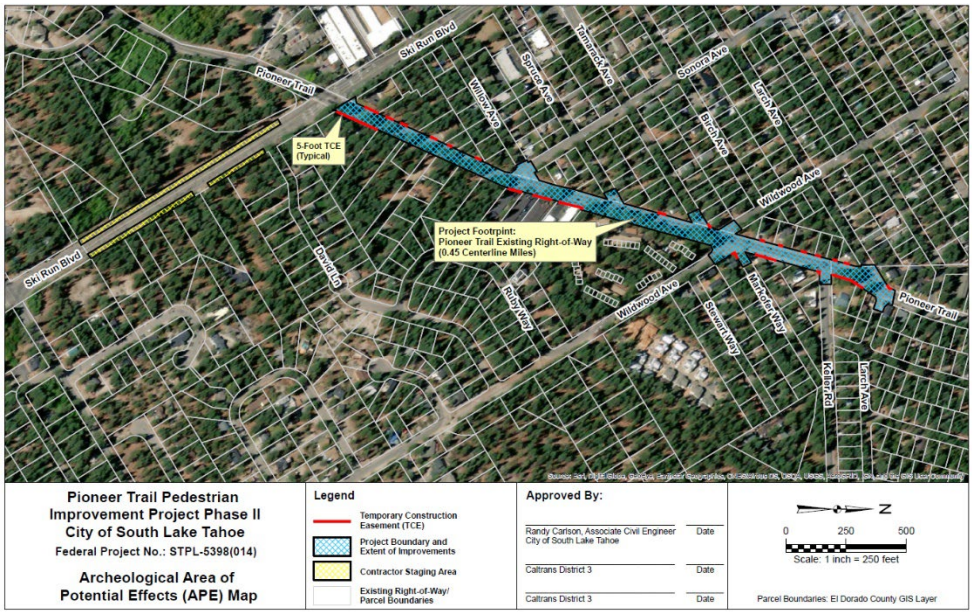
Pioneer Trail Pedestrian Improvement Phase 2

- *Status: Currently in Planning and Design Phase, Implementation expected in summer of 2024*

The Pioneer Trail Pedestrian Improvement Project Phase 2 is located primarily between the intersections of Ski Run Blvd. on the west end and Larch Street on the east end (0.45 centerline mile). The project proposes construction of ADA compliant sidewalks, grade crossings, ramps, and intersection re-configurations along both sides of Pioneer Trail. Class 2 bike lanes will also be placed on both sides of Pioneer Trail. Minor drainage improvements, landscaping, signage and sidewalk level lighting will also be constructed. New transit shelters and bus pull outs will be provided along both sides of Pioneer Trail near multi-family residential properties. The project and required CEQA documentation were approved by the Planning Commission at the 2/18/21 meeting. Design work continued in 2022, including acquisition of temporary construction agreements and easements, and funding for implementation has been partially secured. In late

2022, grant proposals were submitted and are currently being considered for full implementation funding through the Regional Grant Program/Active Transportation Program.

Figure 5
Pioneer Trail Pedestrian Improvement Project – Phase II



The Tahoe Valley Greenbelt and Stormwater Improvement Project

- *Status: Planning and Design Complete, Implementation expected in 2023 and 2024*

This project includes multi-benefit stormwater, stream environment zone (SEZ) restoration, bicycle and pedestrian improvements and recreational amenities. Water quality and SEZ enhancements will include improving existing drainage ways and drainage systems to spread, treat, infiltrate, and retain flows from roadways, commercial areas, and other high priority, directly connected urban areas. Pedestrian and bicycle enhancements will include improving connectivity within the project area and to regional networks. A Special Use Permit and associated CEQA documentation was approved at the 5/9/2019 Planning Commission meeting. A portion of the project ($7M) focused on stormwater improvements has been funded by the State Water Resources Control Board (SWRCB) Proposition 1 Stormwater Grant Program and critical acquisitions of private property within the Central greenbelt area were completed in 2022 with financial support from TRPA mitigation funds and the California Tahoe Conservancy. The remaining $5M funding gap for the central greenbelt component is a priority for current grant applications with TRPA Lake Tahoe Restoration Act, Clean California Cycle 2 and the California Natural Resources Agency (CNRA) Wildlife Conservation Board currently being pursued, among others.

Bijou Park Class I Bicycle Trail – Greenway Connector

- *Status: Currently in Planning and Design Phase*

This project proposes to construct 0.6 miles of bicycle and pedestrian trail that would link the Al Tahoe Mobility Project constructed in 2020 (Johnson Blvd & Al Tahoe Boulevard) with the CTC Dennis T. Machida Memorial Greenway Trail Phase 1B (Constructed 2021). The trail would be entirely located within the City's Bijou Park Property, with construction of the project possible in 2024.

Tata Lane/Sugar Pine Village Sidewalk project

- *Status: Currently in Planning and Design Phase*

This project proposes to provide sidewalk connections on Tata Lane and Julie Lane to connect the new Sugar Pine Village affordable housing project to the Lake Tahoe Boulevard multi-use path and complete pedestrian connectivity to the transit center. Funding is tied to completion of Phase 2A of the affordable housing project and implement will follow thereafter.

Citywide ADA Transition Plan

- *Status: Currently in Planning Phase*

The City Risk Manager is competing an American with Disabilities Act (ADA) Transition Plan for the City. Specific capital needs, projects and costs will be forthcoming once the plan is completed.

Dennis T. Machida Memorial Trail (CTC Greenway Phase 1C)

- *Status: Funding for initial Planning authorized*

This project is a continuation of multiple phases of the California Tahoe Conservancy's Dennis T. Machida Memorial Greenway Trail Project. This segment (1C) was proposed to provide for a multi-use paved trail from the limits of Herbert Avenue to the limits of Ski Run Boulevard and Pioneer Trail, but the original alignment has encountered significant acquisition challenges along Pioneer Trail, west of the intersection with Blackwood Road. Implementation is pending resolution of acquisition challenges and obtaining funding for detailed designs and implementation of the project when plans are developed. While acquisition of the pedestrian easement during approval of the Aspens affordable residential project provided the necessary access for a segment of this trail, there remains other acquisition challenges that have significantly slowed progress on the project initiated by the California Tahoe Conservancy. Project management duties have shifted staff within the City Public Works Department and current planning efforts are focused on seeking a potential resolution and possible trail redesign to address acquisition challenges need to move the project forward.

In addition to completed and ongoing projects with funding, during 2022 City staff worked on the following projects to obtain grant funding, but funding has not been fully secured for completion of planning, design or CEQA review at this time:

1) Johnson Boulevard Bicycle and Pedestrian Improvements (Safe Routes to School, from Al Tahoe Blvd to Johnson Blvd)

2) Stateline Avenue Complete Streets Project (Hwy 50 to Lakeshore Blvd)
3) Park Avenue and Lakeshore Boulevard Complete Streets Project (Hwy 50 to Lakeshore Blvd)
4) Sierra Blvd-Palmira Avenue to South Tahoe Bikeway Connector (Connecting Sierra Blvd Complete Streets Project to South Tahoe Bikeway, across Hwy 50), acquisition needed to secure path right-of-way.
5) Spruce and Blackwood Complete Streets (Safe Routes to School – Bijou Elementary School)

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

Transportation and Circulation Goals

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

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

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

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

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

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

Section 8 Public/Quasi-Public Facilities and Services Element

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

Recreation and Aquatic Center Project – Preliminary site work for construction of a new Recreation and Aquatic Center began in 2022 as part of the larger 56 Acres Master Plan effort. Bidding for vertical construction will take place in 2023 with anticipated construction of the facility in 2024.

Solar Photovoltaic Project – In 2022 staff continued to work with the Solar Energy and Economic Development (SEED) Fund on solar procurement for City facilities.

Broadband Feasibility Study – In 2022 a Broadband Feasibility Study was conducted to provided information regarding community surveys and options for Broadband implementation as well as financial analysis, advantages, and disadvantages for each implementation option. City Council provided comments and direction to staff based on the feasibility study so potential projects can be identified be submittal to City Council for consideration and funding allocation at a future date.

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

Public/Quasi-Public Facilities and Services Element

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

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

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

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

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

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

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

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

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

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

Section 9 Recreation and Open Space Element

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

56-Acre Master Plan & City Recreation Center – In 2022, The City Council adopted the 56-Acre Master Plan and began preliminary site work for construction of a new Recreation and Aquatic Center. The adopted Master Plan creates civic space that encompasses the City Recreation Center, Ice Arena, and Campground. Building permits for the new Recreation and Aquatic Center were issued in 2022.

Ski Run Community Park – Entitlements for construction of a community park including play equipment, turf, gathering space, mural wall, climbing boulder, hill slide, swings, benches, and a community table were approved in 2022 and the project is currently seeking funding for construction. The Ski Run Community Park is collaborative effort between the City and Ski Run Park LLC, a California non-profit public benefit cooperation.

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

Recreation and Open Space Element Goals

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

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

Section 10 Health and Safety Element

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

During 2022 several projects and actions were taken to address the Health and Safety Element including the following:

- The Health and Safety Element was amended to incorporate the updated Local Hazard Mitigation Plan. This Local Hazard Mitigation Plan update identifies resources, information, and strategies for reducing risk from natural hazards. Mitigation strategies in the plan were collaboratively developed to best meet the needs of the City's planning partners, stakeholders, and their citizens.

- The City completed updating the emergency vehicle radios and portable radios. In addition, the new CAD/RMS software system was installed for the South Lake Tahoe Dispatch Center. The system is scheduled to be totally completed in 2023.

- The Tahoe Public Safety Radio Communication Tower systems hardware was installed, and the tower was placed into operation.

- South Lake Tahoe Fire Rescue, with grant funding from Tahoe Resource Conservation District, entered the second season of the Defensible Space Program. Three defensible space were hired and completed 3,725 defensible space inspections. The program will resume in the spring of 2023.

- City Council approved South Lake Tahoe Fire Rescue to implement a chipping crew to serve South Lake Tahoe. The program is scheduled to begin in the spring of 2023.

- South Lake Tahoe Fire Rescue conducted multiple trainings addressing mass casualty incidents. One of the MCI training was conducted with Barton Hospital. This type of training helps with a unified emergency response to incidents within the community.

- South Lake Tahoe Fire Rescue received a type 6 fire apparatus from the California Governor's Office of Emergency Services. This vehicle is designed to respond to wildland events and is equipped for rope rescues as well as vehicle extrications.

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

Health and Safety Element Goals

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

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

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

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

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

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

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

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

Section 11 Natural and Cultural Resources Element

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

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

During 2022 several actions were taken to further the implementation the Climate Action Plan including the following:

- Adoption of amendments to Chapter 4.175 (Polystyrene and Plastic Food Packaging Regulations) of the South Lake Tahoe City Code to establish a municipal use and commercial ban on single-use plastic water bottles.

- Adopted an Electric Charger Siting Plan which provides a vision for EV chargers for both City fleet vehicles as well as public EV chargers on city-owned property, providing a 'programmatic' approach to acquiring this infrastructure.

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

Natural and Cultural Resources Element Goals

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

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

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

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

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

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

Section 12 Neighborhood Priority Lists

The Neighborhood Priority Lists chapter of the General Plan includes proposed land use, economic development, transportation, and housing actions for the City's different neighborhoods. The list of priorities for neighborhood improvements was created based on features identified by residents and stakeholders that were missing from their individual neighborhoods. It should be noted that two community plans (Stateline/Ski Run and Tahoe Valley) have since been replaced with two new Area Plans (Tourist Core Area Plan and Tahoe Valley Area Plan). The following provides a summary of the actions taken in 2022 for the ongoing neighborhood priority lists:

- Tahoe Meadows – Implemented safety infrastructure on the Lake Tahoe Boulevard bike path at entrance/exit to the neighborhood.

- Al Tahoe – Implemented neighborhood gateway infrastructure elements and traffic calming measures.

- Highland Woods – Implemented traffic calming measures and other infrastructure improvements.

- Gardner Mountain – The Lake Tahoe Boulevard Class 1 Multi-Use Trail Project provides the neighborhood bicycle lanes, sidewalk improvements, landscape buffers, and safety lighting along Lake Tahoe Boulevard between Viking Way and US 50/89 (Emerald Bay Road).

- Sierra Tract – Development of the Dennis T. Machida Memorial Trail provides for a multi-use paved at the southern boundary of the neighborhood.

APPENDIX A

CITY OF SOUTH LAKE TAHOE HOUSING ELEMENT ANNUAL PROGRESS REPORT

CALENDAR YEAR 2022

Table A

Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes							Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bonus Law Applications		Application Status	Notes
1					2	3	4	5						6	7	8	9	10		11	12
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted+ (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Ddi the housing development application seek incentives or concessions pursuant to Government Code section 65915?	Were incentives or concessions reqested pursuant to Government Code section 65915 approved?	Please indicate the status of the application.	Notes+
Summary Row: Start Data Entry Below								0	0	0	0	0	0	0	0	0					
	27090011	1022 FAIRWAY AVE		22-084	2 to 4	R	7/25/2022							2	0			No	No	No	Approved	
	02609426100	724 MODESTO AVE		22050069	ADU	R	5/12/2022							1	0			No	No	No	Approved	
	03216202100	1320 BONANZA AVE		22050104	ADU	R	5/20/2022							1	0			No	No	No	Pending	
	02615202100	2890 SACRAMENTO AVE		22060114	ADU	R	6/23/2022							1	0			No	No	No	Pending	
	03109321100	1051 WILLIAM AVE		22070054	ADU	R	7/12/2022							1	0			No	No	No	Approved	
	02318226100	871 GLORENE AVE		22090065	ADU	R	9/14/2022							1	0			No	No	No	Approved	
	02711104100	1048 HERBERT AVE		22100002	ADU	R	10/3/2022							1	0			No	No	No	Approved	
	03117211100	2721 BERTHA AVE		22100063	ADU	R	10/11/2022							1	0			No	No	No	Approved	
	03109326100	1061 WILLIAM AVE # B		22120052	ADU	R	12/16/2022							1	0			No	No	No	Approved	
	03215109100	1971 F ST # F		22120120	ADU	R	12/30/2022							1	0			No	No	No	Pending	
	03215109100	1971 F ST # G		22120121	ADU	R	12/30/2022							1	0			No	No	No	Pending	
	02318226100	871 GLORENE AVE		22030111	SFD	O	3/21/2022							1	0			No	No	No	Approved	
	02960505100	4051 AZURE AVE		22050115	SFD	O	5/23/2022							1	0			No	No	No	Approved	
	03116109100	1105 CARSON AVE		22030039	SFD	O	3/11/2022							1	0			No	No	No	Approved	
	02941205100	3824 FIGUEROA LN		22030141	SFD	O	3/28/2022							1	0			No	No	No	Approved	
	02390408100	2293 WASHINGTON AVE		22050026	SFD	O	5/6/2022							1	0			No	No	No	Approved	
	02520108100	3387 ALOHA RD		22020072	SFD	O	2/18/2022							1	0			No	No	No	Approved	
	03112403100	2612 ELWOOD AVE		22050020	SFD	O	5/5/2022							1	0			No	No	No	Approved	
	02521103100	1337 DICK LAKE RD		22050113	SFD	O	5/23/2022							1	0			No	No	No	Approved	
	02522603100	3375 HOBART RD		22020024	SFD	O	2/4/2022							1	0			No	No	No	Approved	
	03116615100	2689 OSBORNE AVE		22010018	SFD	O	1/6/2022							1	0			No	No	No	Approved	
	03134112100	2768 SPRINGWOOD DR		22010019	SFD	O	1/6/2022							1	0			No	No	No	Approved	
	03228217100	1251 MARGARET AVE		22040096	SFD	O	4/22/2022							1	0			No	No	No	Approved	
	02724130100	1101 JOHNSON BLVD		22020052	SFD	O	2/10/2022							1	0			No	No	No	Approved	
	03115301100	2588 KNOX AVE		22010097	SFD	O	1/28/2022							1	0			No	No	No	Approved	
	02205167100	2141 INVERNESS DR		22070007	SFD	O	7/1/2022							1	0			No	No	No	Approved	
	02353106100	576 JAMES AVE		22090169	SFD	O	9/29/2022							1	0			No	No	No	Approved	
	02344211100	644 TATA LN		22040041	SFD	O	4/7/2022							1	0			No	No	No	Approved	
	02357105100	857 PATRICIA LN		22060165	SFD	O	6/30/2022							1	0			No	No	No	Approved	
	02909529100	3921 CEDAR AVE		22100015	SFD	O	10/4/2022							1	0			No	No	No	Approved	
	02822130100	3907 SADDLE RD		22010054	SFD	O	1/14/2022							1	0			No	No	No	Pending	
	02526109100	1316 HEATHER LAKE RD		22010102	SFD	O	1/31/2022							1	0			No	No	No	Pending	
	02310128100	2161 WEST WAY		22010106	SFD	O	1/31/2022							1	0			No	No	No	Pending	
	03108406100	1042 CARSON AVE		22020060	SFD	O	2/14/2022							1	0			No	No	No	Pending	
	03225229100	1917 F ST		22040022	SFD	O	4/6/2022							1	0			No	No	No	Pending	
	02202303100	662 TAHOE KEYS BLVD		22040036	SFD	O	4/6/2022							1	0			No	No	No	Pending	
	02714416100	3792 ASPEN AVE		22040120	SFD	O	4/28/2022							1	0			No	No	No	Pending	
	02351111100	867 CLEMENT ST		22050027	SFD	O	5/6/2022							1	0			No	No	No	Pending	

Table A *(Cont.)*

Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes							Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bonus Law Applications		Application Status	Notes
1					2	3	4	5							6	7	8	9	10		11	12
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted+ (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Ddi the housing development application seek incentives or concessions pursuant to Government Code section 65915?	Were incentives or concessions reqested pursuant to Government Code section 65915 approved?	Please indicate the status of the application.	Notes+
	03131315100	936 TANGLEWOOD DR		22050038	SFD	O	5/10/2022							1	0			No	No	No	Pending	
	02603112100	805 LAKEVIEW AVE		22050154	SFD	O	5/27/2022							1	0			No	No	No	Pending	
	02724130100	1101 JOHNSON BLVD		22060088	SFD	O	6/17/2022							1	0			No	No	No	Pending	
	02805204100	3760 TERRACE DR		22070145	SFD	O	7/20/2022							1	0			No	No	No	Pending	
	02208103100	343 BEACH DR		22080010	SFD	O	8/1/2022							1	0			No	No	No	Pending	
	02238122100	259 BEACH DR		22100033	SFD	O	10/6/2022							1	0			No	No	No	Pending	
	02724131100	1091 JOHNSON BLVD		22100121	SFD	O	10/20/2022							1	0			No	No	No	Pending	
	02529109100	1335 GLENWOOD WA		22100129	SFD	O	10/21/2022							1	0			No	No	No	Pending	
	02606106100	692 LILY AVE		22100150	SFD	O	10/26/2022							1	0			No	No	No	Pending	
	02368405100	1032 TAHOE ISLAND DR		22100164	SFD	O	10/28/2022							1	0			No	No	No	Pending	
	03112320100	1078 RENO AVE		22110065	SFD	O	11/23/2022							1	0			No	No	No	Pending	
	03115306100	2568 KNOX AVE		22120034	SFD	O	12/9/2022							1	0			No	No	No	Pending	
	02723334100	3317 FIR AVE # A		22120051	SFA	R	12/15/2022							1	0			No	No	No	Pending	
	02723334100	3317 FIR AVE # C		22120083	SFA	R	12/27/2022							1	0			No	No	No	Pending	
	02723334100	3317 FIR AVE # B		22120082	SFA	R	12/27/2022							1	0			No	No	No	Pending	
	02908209100	4007 CEDAR AVE		22120105	SFD	O	12/29/2022							1	0			No	No	No	Pending	
	02231108100	1579 VENICE DR		22120124	SFD	O	12/30/2022							1	0			No	No	No	Pending	
	3128404100	2494 CONESTOGA ST		22020054	2 to 4	R	2/10/2022							2	0			No	No	No	Approved	
	3215109100	1971 F ST		22120110 - 22120119	5+	R	12/30/2022							10	0			No	No	No	Pending	

Table A2

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

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement									Affordability by Household Incomes - Building Permits									Affordability by Household Incomes - Certificates of Occupancy								
1					2	3	4							5	6	7							8	9	10							11	12
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness
Summary Row: Start Data Entry Below							0	0	0	0	3	0	56		59	0	0	68	0	3	0	54		125	0	0	0	0	0	0	37		37
	23191007	941 EMERALD BAY ROAD		20-067	2 to 4	R							3	12/9/2021	3									0									0
	029441004 & 029240011	3794 MONTREAL ROAD		21-015	2 to 4	R							4	3/26/2021	4									0									0
	23241042	2160 BARTON AVENUE		21-032 / 22020071 - 22020082 & 22020091 - 22020092	5+	R							14	10/19/2021	14							14	6/22/2022	14									0
	31290012	941 SILVER DOLLAR		20-101	5+	R							20	8/17/2021	20									0									0
	032291031	1029 TATA LANE	SUGAR PINE VILLAGE	20-200	5+	R			38					1/22/2021	38			38					9/16/2022	38									0
	32291028	1888 LAKE TAHOE BLVD (FORMALLY 1860 LAKE TAHOE BOULEVARD)	SUGAR PINE VILLAGE	20-200	5+	R			210					1/22/2021	210			30					9/16/2022	30									0
	23182028	906 EMERALD BAY ROAD		20-202	5+	R							6	4/21/2021	6									0									0
	2507120100	1551 AL TAHOE BLVD		19120116	SFD	O							1	5/4/2021	1							1	5/4/2021	1									0
	2606113100	3131 BELLEVUE AVE		19120121	SFD	O							1	6/14/2021	1							1	6/14/2021	1						1	8/10/2022		1
	2502181100	1389 HERBERT AVE		19120137	SFD	O							1	7/23/2021	1							1	7/23/2021	1									0
	3115501100	1140 RENO AVE		20080139	SFD	O							1	9/27/2021	1							1	9/27/2021	1									0
	2532101100	3642 SADDLE RD		20090034	SFD	O							1	6/8/2021	1							1	6/8/2021	1									0
	2374113100	2319 IDAHO AVE		20090037	SFD	O							1	2/17/2021	1							1	2/17/2021	1						1	4/5/2022		1
	2369512100	647 GARDNER ST		20090149	SFD	O							1	3/18/2021	1							1	3/18/2021	1						1	1/3/2022		1
	2205180100	2205 INVERNESS DR		20100002	SFD	O							1	5/3/2021	1							1	5/3/2021	1						1	3/11/2022		1
	2940235100	3845 FIGUEROA LN		20100075	SFD	O							1	10/6/2021	1							1	10/6/2021	1									0
	2214103100	2125 TEXAS AVE		21020003	SFD	O							1	5/19/2021	1							1	5/19/2021	1						1	3/25/2022		1
	3035215100	3748 VERDON LN		21020096	SFD	O							1	8/13/2021	1							1	8/13/2021	1									0
	2369407100	701 PANTHER LN		21020101	SFD	O							1	5/20/2021	1							1	5/20/2021	1									0
	2907102100	4025 LAKESHORE BLVD		21030003	SFD	O							1	5/18/2021	1							1	5/18/2021	1									0
	3112210100	2613 ELWOOD AVE		21030014	SFD	O							1	6/10/2021	1							1	6/10/2021	1									0
	2220014100	620 TAHOE KEYS BLVD		21030102	SFD	O							1	8/4/2021	1							1	8/4/2021	1						1	8/10/2022		1
	2612236100	676 EL DORADO AVE		21030125	SFD	O							1	6/25/2021	1							1	6/25/2021	1									0
	2318228100	906 EMERALD BAY RD # A		21040001	SFD	O							1	6/2/2021	1							1	6/2/2021	1						1	5/20/2022		1
	2318228100	906 EMERALD BAY RD # C		21040003	SFD	O							1	6/2/2021	1							1	6/2/2021	1						1	6/3/2022		1
	2318228100	906 EMERALD BAY RD # B		21040004	SFD	O							1	6/2/2021	1							1	6/2/2021	1						1	6/3/2022		1
	2318228100	906 EMERALD BAY RD # D		21040005	SFD	O							1	6/2/2021	1							1	6/2/2021	1						1	6/3/2022		1
	2318228100	906 EMERALD BAY RD # E		21040006	SFD	O							1	6/2/2021	1							1	6/2/2021	1						1	6/3/2022		1
	2318228100	906 EMERALD BAY RD # F		21040007	SFD	O							1	6/2/2021	1							1	6/2/2021	1						1	6/3/2022		1
	2364402100	704 TAHOE ISLAND DR		21040029	SFD	O							1	6/28/2021	1							1	6/28/2021	1									0
	3225224100	1284 TATA LN		21040094	SFD	O							1	5/12/2021	1							1	5/12/2021	1						1	2/4/2022		1
	2529108100	1308 GILMORE LAKE RD		21040130	SFD	O							1	9/22/2021	1							1	9/22/2021	1									0
	3118210100	1169 STOCKTON AVE		21050080	SFD	O							1	7/28/2021	1							1	7/28/2021	1						1	9/16/2022		1
	3116219100	1110 CHARLES AVE		21050093	SFD	O							1	7/28/2021	1							1	7/28/2021	1						1	9/6/2022		1
	2608104100	910 SAN JOSE AVE		21050080	SFD	O							1	8/19/2021	1							1	8/19/2021	1						1	5/16/2022		1
	3226105100	1327 TATA LN		21060007	SFD	O							1	8/25/2021	1							1	8/25/2021	1						1	10/27/2022		1
	2608818100	936 TALLAC AVE		21060029	SFD	O							1	9/20/2021	1							1	9/20/2021	1									0
	2374428100	2258 COLORADO AVE		21060032	SFD	O							1	9/30/2021	1							1	9/30/2021	1						1	8/9/2022		1
	2354201100	2131 HARVARD AVE		21070109	SFD	O							1	8/10/2021	1							1	8/10/2021	1						1	10/13/2022		1
	2522307100	1363 SUSIE LAKE RD		21070128	SFD	O							1	9/24/2021	1							1	9/24/2021	1						1	12/15/2022		1
	3228215100	1243 MARGARET AVE		21070130	SFD	O							1	9/28/2021	1							1	9/28/2021	1						1	9/22/2022		1
	2724128100	1092 BIJOU ST		21070143	SFD	O							1	10/5/2021	1							1	10/5/2021	1									0
	2626106100	974 CAVE ROCK AVE		21080010	SFD	O							1	10/6/2021	1							1	10/6/2021	1						1	10/17/2022		1
	2375304100	2279 TEXAS AVE		21080033	SFD	O							1	9/28/2021	1							1	9/28/2021	1						1	11/3/2022		1
	3109204100	1044 WILLIAM AVE UNIT A		21080054	2 to 4	R							1	10/8/2021	1							1	10/8/2021	1									0
	3225230100	1911 F ST		21080070	SFD	O							1	10/4/2021	1							1	10/4/2021	1						1	10/21/2022		1
	2230111100	2051 ALOHA DR		21080134	SFD	O							1	10/13/2021	1							1	10/13/2021	1						1	10/3/2022		1
	3109204100	1044 WILLIAM AVE UNIT B		21100043	2 to 4	R							1	10/8/2021	1							1	10/8/2021	1									0
	2612236100	676 EL DORADO AVE		21120035	ADU	R							1	12/17/2021	1							1	12/17/2021	1									0
	03118209100	1165 STOCKTON AVE		17120016	SFD	O							1	9/18/2018	1							1	9/18/2018	1						1	10/21/2022		1
	02355410100	2101 TWELFTH ST		18010087	SFD	O							1	6/11/2019	1							1	6/11/2019	1						1	4/15/2022		1
	02218245100	509 CHRISTIE DR		19070142	SFD	O							1	10/9/2019	1							1	10/9/2019	1						1	10/13/2022		1
	02346101100	745 TATA LN		18090137	SFD	O							1	1/22/2020	1							1	1/22/2020	1						1	8/10/2022		1
	02537403100	3370 MARLETTE CIR		19120012	SFD	O							1	4/22/2020	1							1	4/22/2020	1						1	2/18/2022		1

Table A2 *(Cont.)*

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

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement									Affordability by Household Incomes - Building Permits									Affordability by Household Incomes - Certificates of Occupancy								
1					2	3	4							5	6	7							8	9	10							11	12
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness
	03132121100	998 SILVERWOOD CIR		20010076	SFD	O							1	7/10/2020	1							1	7/10/2020	1							1	4/5/2022	1
	03121205100	2530 ROSE AVE		19120102	SFD	O							1	7/15/2020	1							1	7/15/2020	1							1	12/20/2022	1
	02350218100	784 CLEMENT ST		19100048	SFD	O							1	7/24/2020	1							1	7/24/2020	1							1	3/25/2022	1
	02567021100	3490 PONY EXPY WA		20050011	SFD	O							1	8/26/2020	1							1	8/26/2020	1							1	12/9/2022	1
	03226207100	1373 TATA LN		19120045	SFD	O							1	8/28/2020	1							1	8/28/2020	1							1	10/13/2022	1
	02607701100	3100 FRESNO AVE		20040061	SFD	O							1	10/2/2020	1							1	10/2/2020	1							1	2/4/2022	1
	02206121100	2155 CATALINA DR		20100012	SFD	O							1	10/14/2020	1							1	10/14/2020	1							1	6/17/2022	1
	02938119100	1036 CELLADOR RD		21030113	SFD	O							1	1/26/2022	1							1	1/26/2022	1									0
	02938120100	1040 CELLADOR RD		21030114	SFD	O							1	1/26/2022	1							1	1/26/2022	1									0
	02607403100	3112 FRESNO AVE		21110026	SFD	O							1	2/24/2022	1							1	2/24/2022	1									0
	02368301100	946 LINDA AVE		21080031	SFD	O							1	4/1/2022	1							1	4/1/2022	1									0
	02714110100	3820 FOREST AVE		21120085	SFD	O							1	4/4/2022	1							1	4/4/2022	1									0
	02713410100	1101 SONORA AVE		21030074	SFD	O							1	4/6/2022	1							1	4/6/2022	1									0
	02614603100	2911 OAKLAND AVE		21060068	SFD	O							1	5/4/2022	1							1	5/4/2022	1									0
	02318226100	871 GLORENE AVE		22030111	SFD	O							1	5/11/2022	1							1	5/11/2022	1									0
	02960505100	4051 AZURE AVE		22050115	SFD	O							1	5/23/2022	1							1	5/23/2022	1									0
	02610523100	835 LOS ANGELES		21030100	SFD	O							1	5/25/2022	1							1	5/25/2022	1									0
	03116109100	1105 CARSON AVE		22030039	SFD	O							1	5/25/2022	1							1	5/25/2022	1									0
	02941205100	3824 FIGUEROA LN		22030141	SFD	O							1	5/25/2022	1							1	5/25/2022	1									0
	02390408100	2293 WASHINGTON AVE		22050026	SFD	O							1	6/22/2022	1							1	6/22/2022	1									0
	02520108100	3387 ALOHA RD		22020072	SFD	O							1	6/24/2022	1							1	6/24/2022	1									0
	02314129100	648 JAMES AVE		21100077	SFD	O							1	7/6/2022	1							1	7/6/2022	1									0
	03112403100	2612 ELWOOD AVE		22050020	SFD	O							1	7/7/2022	1							1	7/7/2022	1									0
	02217142100	438 CHRISTIE DR		21120017	SFD	O							1	8/10/2022	1							1	8/10/2022	1									0
	02521103100	1337 DICK LAKE RD		22050113	SFD	O							1	8/11/2022	1							1	8/11/2022	1									0
	02731132100	3628 LARCH AVE		19120153	SFD	O							1	8/16/2022	1							1	8/16/2022	1									0
	02731131100	3624 LARCH AVE		19120154	SFD	O							1	8/16/2022	1							1	8/16/2022	1									0
	02522603100	3375 HOBART RD		22020024	SFD	O							1	8/22/2022	1							1	8/22/2022	1									0
	02355407100	678 ANITA DR		21060047	SFD	O							1	9/1/2022	1							1	9/1/2022	1									0
	03116615100	2689 OSBORNE AVE		22010018	SFD	O							1	9/16/2022	1							1	9/16/2022	1									0
	03134112100	2768 SPRINGWOOD DR		22010019	SFD	O							1	9/16/2022	1							1	9/16/2022	1									0
	03228217100	1251 MARGARET AVE		22040096	SFD	O							1	9/16/2022	1							1	9/16/2022	1									0
	02724130100	1101 JOHNSON BLVD		22020052	SFD	O							1	10/5/2022	1							1	10/5/2022	1									0
	03115301100	2588 KNOX AVE		22010097	SFD	O							1	10/6/2022	1							1	10/6/2022	1									0
	02205167100	2141 INVERNESS DR		22070007	SFD	O							1	10/12/2022	1							1	10/12/2022	1									0
	02353106100	576 JAMES AVE		22090169	SFD	O							1	10/13/2022	1							1	10/13/2022	1									0
	02344211100	644 TATA LN		22040041	SFD	O							1	11/16/2022	1							1	11/16/2022	1									0
	02357105100	857 PATRICIA LN		22060165	SFD	O							1	12/2/2022	1							1	12/2/2022	1									0
	02231105100	1591 VENICE DR		21040053	SFD	O							1	12/16/2022	1							1	12/16/2022	1									0
	02909529100	3921 CEDAR AVE		22100015	SFD	O							1	12/22/2022	1							1	12/22/2022	1									0
	02609426100	724 MODESTO AVE		22050069	ADU	R							1	6/16/2022	1							1	6/16/2022	1									0
	03109321100	1051 WILLIAM AVE		22070054	ADU	R							1	8/3/2022	1							1	8/3/2022	1									0
	02318226100	871 GLORENE AVE		22090065	ADU	R							1	10/7/2022	1							1	10/7/2022	1									0
	02711104100	1048 HERBERT AVE		22100002	ADU	R							1	12/8/2022	1							1	12/8/2022	1									0
	03117211100	2721 BERTHA AVE		22100063	ADU	R							1	12/22/2022	1							1	12/22/2022	1									0
	027072032 & 027072010	3708 LAKE TAHOE BOULEVARD & 3709 OSGOOD AVENUE		21-142	SFA	R							14	2/28/2022	14									0									0
	27090011	1022 FAIRWAY AVE		22-084	2 to 4	R							2	8/23/2022	2									0									0
	3128404100	2494 CONESTOGA ST		22020054	2 to 4	R							2	6/29/2022	2							2	6/29/2022	2									0
	02608214100	962 SAN JOSE AVE		21030150	SFD	O					1			2/14/2022	1					1			2/14/2022	1									0
	02608213100	958 SAN JOSE AVE		21030151	SFD	O					1			2/14/2022	1					1			2/14/2022	1									0
	02608215100	3141 RIVERSIDE AVE		21040011	SFD	O					1			2/14/2022	1					1			2/14/2022	1									0

Table A2 *(Cont.)*

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

Project Identifier				Unit Types			Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus				Notes
1				2	3	13	14	15	16	17	18	19		20		21	22	23	24	25
Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	How many of the units were Extremely Low Income?*	Was Project APPROVED using GC 65913.4(b)? (SB 35 Streamlining) Y/N	Infill Units? Y/N*	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)	Notes*
						0	2						0		0					
23191007	941 EMERALD BAY ROAD		20-067	2 to 4	R	0	N													
029441004 & 029240011	3794 MONTREAL ROAD		21-015	2 to 4	R	0	N													
23241042	2160 BARTON AVENUE		21-032 / 22020071 - 22020082 & 22020091 - 22020092	5+	R	0	N													
31290012	941 SILVER DOLLAR		20-101	5+	R	0	N													
032291031	1029 TATA LANE	SUGAR PINE VILLAGE	20-200	5+	R	0	Y			Other										DEED RESTRICTED DUE TO FUNDING SORCES AND EXECUTIVE ORDER N-06-19
32291028	1888 LAKE TAHOE BLVD (FORMALLY 1860 LAKE TAHOE BOULEVARD)	SUGAR PINE VILLAGE	20-200	5+	R	0	Y			Other										DEED RESTRICTED DUE TO FUNDING SORCES AND EXECUTIVE ORDER N-06-19
23182028	906 EMERALD BAY ROAD		20-202	5+	R		N													
2507120100	1551 AL TAHOE BLVD		19120116	SFD	O	0	N													
2606113100	3131 BELLEVUE AVE		19120121	SFD	O	0	N													
2502181100	1389 HERBERT AVE		19120137	SFD	O	0	N													
3115501100	1140 RENO AVE		20080139	SFD	O	0	N													
2532101100	3642 SADDLE RD		20090034	SFD	O	0	N													
2374113100	2319 IDAHO AVE		20090037	SFD	O	0	N													
2369512100	647 GARDNER ST		20090149	SFD	O	0	N													
2205180100	2205 INVERNESS DR		20100002	SFD	O	0	N													
2940235100	3845 FIGUEROA LN		20100075	SFD	O	0	N													
2214103100	2125 TEXAS AVE		21020003	SFD	O	0	N													
3035215100	3748 VERDON LN		21020096	SFD	O	0	N													
2369407100	701 PANTHER LN		21020101	SFD	O	0	N													
2907102100	4025 LAKESHORE BLVD		21030003	SFD	O	0	N													
3112210100	2613 ELWOOD AVE		21030014	SFD	O	0	N													
2220014100	620 TAHOE KEYS BLVD		21030102	SFD	O	0	N													
2612236100	676 EL DORADO AVE		21030125	SFD	O	0	N													
2318228100	906 EMERALD BAY RD # A		21040001	SFD	O	0	N													
2318228100	906 EMERALD BAY RD # C		21040003	SFD	O	0	N													
2318228100	906 EMERALD BAY RD # B		21040004	SFD	O	0	N													
2318228100	906 EMERALD BAY RD # D		21040005	SFD	O	0	N													
2318228100	906 EMERALD BAY RD # E		21040006	SFD	O	0	N													
2318228100	906 EMERALD BAY RD # F		21040007	SFD	O	0	N													
2364402100	704 TAHOE ISLAND DR		21040029	SFD	O	0	N													
3225224100	1284 TATA LN		21040094	SFD	O	0	N													
2529108100	1308 GILMORE LAKE RD		21040130	SFD	O	0	N													
3118210100	1169 STOCKTON AVE		21050080	SFD	O	0	N													
3116219100	1110 CHARLES AVE		21050093	SFD	O	0	N													
2608104100	910 SAN JOSE AVE		21050080	SFD	O	0	N													
3226105100	1327 TATA LN		21060007	SFD	O	0	N													
2608818100	936 TALLAC AVE		21060029	SFD	O	0	N													
2374428100	2258 COLORADO AVE		21060032	SFD	O	0	N													
2354201100	2131 HARVARD AVE		21070109	SFD	O	0	N													
2522307100	1363 SUSIE LAKE RD		21070128	SFD	O	0	N													
3228215100	1243 MARGARET AVE		21070130	SFD	O	0	N													
2724128100	1092 BIJOU ST		21070143	SFD	O	0	N													
2626106100	974 CAVE ROCK AVE		21080010	SFD	O	0	N													

Table A2 *(Cont.)*

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

Project Identifier				Unit Types			Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus				Notes
1				2	3	13	14	15	16	17	18	19		20		21	22	23	24	25
Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	How many of the units were Extremely Low Income?+	Was Project APPROVED using GC 65913.4(b)? (SB 35 Streamlining) Y/N	Infill Units? Y/N+	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)+	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)	Notes+
						0	2						0		0					
2375304100	2279 TEXAS AVE		21080033	SFD	O	0	N													
3109204100	1044 WILLIAM AVE UNIT A		21080054	2 to 4	R	0	N													
3225230100	1911 F ST		21080070	SFD	O	0	N													
2230111100	2051 ALOHA DR		21080134	SFD	O	0	N													
3109204100	1044 WILLIAM AVE UNIT B		21100043	2 to 4	R	0	N													
2612236100	676 EL DORADO AVE		21120035	ADU	R	0	N													
03118209100	1165 STOCKTON AVE		17120016	SFD	O	0	N													
02355410100	2101 TWELFTH ST		18010087	SFD	O	0	N													
02218245100	509 CHRISTIE DR		19070142	SFD	O	0	N													
02346101100	745 TATA LN		18090137	SFD	O	0	N													
02537403100	3370 MARLETTE CIR		19120012	SFD	O	0	N													
03132121100	998 SILVERWOOD CIR		20010076	SFD	O	0	N													
03121205100	2530 ROSE AVE		19120102	SFD	O	0	N													
02350218100	784 CLEMENT ST		19100048	SFD	O	0	N													
02567021100	3490 PONY EXPY WA		20050011	SFD	O	0	N													
03226207100	1373 TATA LN		19120045	SFD	O	0	N													
02607701100	3100 FRESNO AVE		20040061	SFD	O	0	N													
02206121100	2155 CATALINA DR		20100012	SFD	O	0	N													
02938119100	1036 CELLADOR RD		21030113	SFD	O	0	N													
02938120100	1040 CELLADOR RD		21030114	SFD	O	0	N													
02607403100	3112 FRESNO AVE		21110026	SFD	O	0	N													
02368301100	946 LINDA AVE		21080031	SFD	O	0	N													
02714110100	3820 FOREST AVE		21120085	SFD	O	0	N													
02713410100	1101 SONORA AVE		21030074	SFD	O	0	N													
02614603100	2911 OAKLAND AVE		21060068	SFD	O	0	N													
02318226100	871 GLORENE AVE		22030111	SFD	O	0	N													
02960505100	4051 AZURE AVE		22050115	SFD	O	0	N													
02610523100	835 LOS ANGELES		21030100	SFD	O	0	N													
03116109100	1105 CARSON AVE		22030039	SFD	O	0	N													
02941205100	3824 FIGUEROA LN		22030141	SFD	O	0	N													
02390408100	2293 WASHINGTON AVE		22050026	SFD	O	0	N													
02520108100	3387 ALOHA RD		22020072	SFD	O	0	N													
02314129100	648 JAMES AVE		21100077	SFD	O	0	N													
03112403100	2612 ELWOOD AVE		22050020	SFD	O	0	N													
02217142100	438 CHRISTIE DR		21120017	SFD	O	0	N													
02521103100	1337 DICK LAKE RD		22050113	SFD	O	0	N													
02731132100	3628 LARCH AVE		19120153	SFD	O	0	N													
02731131100	3624 LARCH AVE		19120154	SFD	O	0	N													
02522603100	3375 HOBART RD		22020024	SFD	O	0	N													
02355407100	678 ANITA DR		21060047	SFD	O	0	N													
03116615100	2689 OSBORNE AVE		22010018	SFD	O	0	N													
03134112100	2768 SPRINGWOOD DR		22010019	SFD	O	0	N													
03228217100	1251 MARGARET AVE		22040096	SFD	O	0	N													
02724130100	1101 JOHNSON BLVD		22020052	SFD	O	0	N													
03115301100	2588 KNOX AVE		22010097	SFD	O	0	N													
02205167100	2141 INVERNESS DR		22070007	SFD	O	0	N													
02353106100	576 JAMES AVE		22090169	SFD	O	0	N													
02344211100	644 TATA LN		22040041	SFD	O	0	N													
02357105100	857 PATRICIA LN		22060165	SFD	O	0	N													
02231105100	1591 VENICE DR		21040053	SFD	O	0	N													
02909529100	3921 CEDAR AVE		22100015	SFD	O	0	N													
02609426100	724 MODESTO AVE		22050069	ADU	R	0	N													

Table A2 *(Cont.)*

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

Project Identifier				Unit Types			Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus				Notes
1				2	3	13	14	15	16	17	18	19		20		21	22	23	24	25
Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	How many of the units were Extremely Low Income?*	Was Project APPROVED using GC 65913.4(b)? (SB 35 Streamlining) Y/N	Infill Units? Y/N*	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)	Notes*
						0	2						0		0					
03109321100	1051 WILLIAM AVE		22070054	ADU	R	0	N													
02318226100	871 GLORENE AVE		22090065	ADU	R	0	N													
02711104100	1048 HERBERT AVE		22100002	ADU	R	0	N													
03117211100	2721 BERTHA AVE		22100063	ADU	R	0	N													
027072032 & 027072010	3708 LAKE TAHOE BOULEVARD & 3709 OSGOOD AVENUE		21-142	SFA	R	0	N													
27090011	1022 FAIRWAY AVE		22-084	2 to 4	R	0	N													
3128404100	2494 CONESTOGA ST		22020054	2 to 4	R	0	N													
02608214100	962 SAN JOSE AVE		21030150	SFD	O	0	N			Other										
02608213100	958 SAN JOSE AVE		21030151	SFD	O	0	N			Other										
02608215100	3141 RIVERSIDE AVE		21040011	SFD	O	0	N			Other										

Table B

Regional Housing Needs Allocation Progress Permitted Units Issued by Affordability

Income Level		RHNA Allocation by Income Level	Projection Period - 12/31/2021-06/29/2022	2022	2023	2024	2025	2026	2027				Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	70	-	-	-	-	-	-	-	-	-	-	-	70
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Low	Deed Restricted	50	-	68	-	-	-	-	-	-	-	-	68	-
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Moderate	Deed Restricted	42	-	3	-	-	-	-	-	-	-	-	3	39
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Above Moderate		127	-	54	-	-	-	-	-	-	-	-	54	73
Total RHNA		289												
Total Units			-	125	-	-	-	-	-	-	-	-	125	182

Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).

	5										6	7
	Extremely low-Income Need		2022	2023	2024	2025	2026	2027			Total Units to Date	Total Units Remaining
Extremely Low-Income Units*	35		22	-	-	-	-	-	-	-	22	13

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

Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Rezone Type	Sites Description								
1				2	3				4	5	6	7	8		9	10	11	
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Rezone Type	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses	
Summary Row: Start Data Entry Below																		
023-141-021-000	661 James Ave									0.501196143	Tahoe Island	Residential	n/a	8	1	Vacant		
023-142-003-000	644 Emerald Bay Rd									1.004419388	Gardner Mountain	Residential	n/a	1 unit per parcel	1	Vacant		
023-151-021-000	707 Emerald Bay Rd									0.792053493	Tahoe Island	Residential	n/a	8	1	Vacant		
023-151-035-000	711 James Ave									0.478118124	Tahoe Island	Residential	n/a	8	1	Vacant		
023-152-004-000	715 Glorene Ave									0.985150995	Gardner Mountain	Residential	n/a	1 unit per parcel	1	Vacant		
023-152-006-000	660 Emerald Bay Rd									1.002975488	Gardner Mountain	Residential	n/a	1 unit per parcel	1	Vacant		
023-162-002-000	766 Emerald Bay Rd									1.004886347	Gardner Mountain	Residential	n/a	1 unit per parcel	1	Vacant		
023-162-003-000	782 Emerald Bay Rd									1.012177129	Gardner Mountain	Residential	n/a	1 unit per parcel	1	Vacant		
023-162-004-000	730 Roger Ave									0.987111675	Gardner Mountain	Residential	n/a	1 unit per parcel	1	Vacant		
023-162-006-000	780 Roger Ave									0.974215709	Gardner Mountain	Residential	n/a	1 unit per parcel	1	Vacant		
023-321-004-000	628 Glorene Ave									1.00281837	Gardner Mountain	Residential	n/a	1 unit per parcel	1	Vacant		
023-331-022-000	680 Glorene Ave									0.713906587	Gardner Mountain	Residential	n/a	1 unit per parcel	1	Vacant		
023-341-012-000	794 Glorene Ave									0.484662269	Gardner Mountain	Residential	n/a	1 unit per parcel	1	Vacant		
023-554-010-000	2101 12th St									0.574524192	Tahoe Island	Residential	n/a	1 unit per parcel	1	Vacant		
025-021-079-000	1359 Herbert Ave									0.999779553	Glenwood	Residential	n/a	1 unit per parcel	1	Vacant		
025-201-020-000	n/a									0.395259447	Glenwood	Residential	n/a	1 unit per parcel	1	Vacant	Permitted 1 unit	
025-291-008-000	1308 Gilmore Lake Rd		21040130							0.434461133	Glenwood	Residential	n/a	1 unit per parcel	1	Vacant		
025-580-014-000	n/a									1.127736422	Lakeview Heights	Residential	n/a	1 unit per parcel	1	Vacant		
025-670-004-000	1442 Price Rd									0.378338019	Glenwood	Residential	n/a	1 unit per parcel	1	Vacant		
025-670-021-000	3490 Pony Express Way		20050011							0.988774312	Glenwood	Residential	n/a	1 unit per parcel	1	Vacant	Permitted 1 unit	
026-115-002-000	3024 Oakland Ave									0.360525303	Al Tahoe	Residential	n/a	1 unit per parcel	1	Vacant		
027-241-030-000	1101 Johnson Blvd		22020052							0.56023346	Bijou Pines	Residential	n/a	1 unit per parcel	1	Vacant	Permitted 1 unit	
027-251-001-000	1140 Johnson Blvd									0.93474809	Bijou Pines	Residential	n/a	1 unit per parcel	1	Vacant		
027-251-018-000	1152 Johnson Blvd									0.816634097	Bijou Pines	Residential	n/a	1 unit per parcel	1	Vacant		
028-111-004-000	3902 Crest Rd									0.615256118	Lakeview Heights	Residential	n/a	1 unit per parcel	1	Vacant		
028-111-006-000	3916 Crest Rd									0.44372916	Lakeview Heights	Residential	n/a	1 unit per parcel	1	Vacant		
028-152-040-000	4043 Saddle Rd									0.383537125	Lakeview Heights	Residential	n/a	1 unit per parcel	1	Vacant		
028-153-005-000	4022 Crest Rd									0.42126843	Lakeview Heights	Residential	n/a	1 unit per parcel	1	Vacant		
028-154-002-000	4011 Crest Rd									0.781535179	Lakeview Heights	Residential	n/a	1 unit per parcel	1	Vacant		
028-161-010-000	1468 Ledge Ct									0.862450577	Lakeview Heights	Residential	n/a	1 unit per parcel	1	Vacant		
028-161-011-000	1476 Ledge Ct									0.817759569	Lakeview Heights	Residential	n/a	1 unit per parcel	1	Vacant		
028-161-014-000	4273 Saddle Rd									0.390928076	Lakeview Heights	Residential	n/a	1 unit per parcel	1	Vacant		
029-105-028-000	n/a									0.594419226	Tahoe Meadows	Residential	n/a	1 unit per parcel	1	Vacant		
029-106-005-000	3781 Azure Ave									0.367489595	Tahoe Meadows	Residential	n/a	1 unit per parcel	1	Vacant		
029-300-014-000	3587 Rocky Point Rd									0.482035778	Lakeview Heights	Residential	n/a	1 unit per parcel	1	Vacant		
030-352-030-000	3675 Regina Rd									0.352982198	Lakeview Heights	Residential	n/a	1 unit per parcel	1	Vacant		
030-403-002-000	1648 Sherman Way									0.447755323	Lakeview Heights	Residential	n/a	1 unit per parcel	1	Vacant		
032-152-006-000	1226 Bonanza Ave									1.002519881	Bonanza	Residential	n/a	1 unit per parcel	1	Vacant		
032-162-006-000	1356 Bonanza Ave									0.627518853	Bonanza	Residential	n/a	1 unit per parcel	1	Vacant		
032-171-001-000	1424 Emerald Bay Rd									1.002586014	Bonanza	Residential	n/a	1 unit per parcel	1	Vacant		
032-171-002-000	1440 Emerald Bay Rd									1.002787925	Bonanza	Residential	n/a	1 unit per parcel	1	Vacant		
032-171-003-000	1983 H St									0.896850119	Bonanza	Residential	n/a	1 unit per parcel	1	Vacant		
032-173-002-000	1404 Bonanza Ave									1.002219797	Bonanza	Residential	n/a	1 unit per parcel	1	Vacant		
032-173-006-000	1384 Bonanza Ave									0.501105645	Bonanza	Residential	n/a	1 unit per parcel	1	Vacant		
032-173-007-000	1392 Bonanza Ave									0.500941417	Bonanza	Residential	n/a	1 unit per parcel	1	Vacant		
027-072-032-000	3708 Lake Tahoe Blvd		21-142							0.52	Tourist Core Area Plan	TSC-MU	n/a	25	14	Vacant	Permitted 14 units	

Table C *(Cont.)*
Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law

Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Rezone Type	Sites Description								
1				2	3				4	5	6	7	8		9	10	11	
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Rezone Type	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses	
Summary Row: Start Data Entry Below																		
023-241-042-000	2160 Barton Ave									0.981693565	Tahoe Valley Area Plan	Residential	n/a	15	14	Vacant		
031-290-012-000	941 Silver Dollar Ave	941 Silver Dollar Ave	20-101							2.078005276	Highland Woods	Residential	n/a	12	20	Vacant	Permitted 20 units above moderate	
023-231-003-000	2070 Lake Tahoe Blvd									3.01	Tahoe Valley Area Plan	TC-C	n/a	25	57	Vacant		
023-381-011-000	2070 Lake Tahoe Blvd									0.66	Tahoe Valley Area Plan	TC-C	n/a	25	13	Vacant		
031-284-004-000	2494 Conestoga St		22020054							0.176652893	Highland Woods	Residential	n/a	12	2	Vacant	Permitted 2 units	
025-252-004-000	1232 Heather Lake Rd									0.266850321	Bijou	Residential	n/a	15	1	Vacant		
031-132-003-000	2688 William Ave									0.236616162	Sierra Tract Commercial	Residential	n/a	15	2	Vacant		
031-092-004-000	1044 William Ave		21080054							0.169582185	Sierra Tract Commercial	Residential	n/a	15	2	Vacant	4 permitted units	
026-104-005-000	3054 Fresno Ave									0.137741047	Al Tahoe	Residential	n/a	15	2	Vacant		
023-162-012-000	738 Roger Ave									0.238383838	Gardner Mountain	Residential	n/a	1 unit per parcel	1	Vacant		
032-311-001-000	1280 Julie Ln									1.160399449	Bonanza	Residential	n/a	1 unit per parcel	1	Vacant		
030-353-005-000	3700 Regina Road									0.239784206	Lakeview Heights	Residential	n/a	1 unit per parcel	1	Vacant		
027-141-010-000	3820 Forest Ave		21120085							0.121579431	Pioneer/Ski Run	Residential	n/a	15	1	Vacant	Permitted 1 unit	
031-153-001-000	2588 Knox Ave		22010097							0.114921947	Sierra Tract Commercial	Residential	n/a	15	1	Vacant	Permitted 1 unit	
028-070-028-000	1329 Keller Rd									0.230004591	Lakeview Heights	Residential	n/a	1 unit per parcel	1	Vacant		
025-226-003-000	3376 Woodland Rd									0.265082645	Glenwood	Residential	n/a	1 unit per parcel	1	Vacant		
031-181-008-000	1165 Lodi Avenue									0.114761249	Sierra Tract Commercial	Residential	n/a	15	1	Vacant		
025-261-009-000	1316 Heather Lake Rd									0.26584022	Glenwood	Residential	n/a	1 unit per parcel	1	Vacant		
031-166-015-000	2689 Osborne Ave		22010018							0.115151515	Sierra Tract Commercial	Residential	n/a	15	1	Vacant	Permitted 1 unit	
029-010-015-000	821 Stateline Ave									0.866299357	Lakeside Park	Residential	n/a	1 unit per parcel	1	Vacant		
031-182-010-000	1169 Stockton Ave		21050080							0.114761249	Sierra Tract Commercial	Residential	n/a	15	1	Vacant	Permitted 1 unit	
026-081-004-000	910 San Jose		21050080							0.114921947	Al Tahoe	Residential	n/a	1 unit per parcel	1	Vacant	Permitted 1 unit	
023-753-004-000	2279 Texas Ave									0.129063361	Tahoe Island	Residential	n/a	1 unit per parcel	1	Vacant		
032-252-030-000	1911 F Street		21080070							0.149517906	Bonanza	Residential	n/a	1 unit per parcel	1	Vacant	Permitted 1 unit	
022-171-042-000	438 Christi		21120017							0.168778696	Tahoe Keys	Residential	n/a	1 unit per parcel	1	Vacant	Permitted 1 unit	
031-162-019-000	1110 Charles Ave									0.114921947	Sierra Tract Commercial	Residential	n/a	15	1	Vacant		
023-744-028-000	2258 Coloardo Ave		21060032							0.168686869	Tahoe Keys	Residential	n/a	1 unit per parcel	1	Vacant	Permitted 1 unit	
028-161-014-000	4273 Saddle Rd									0.391368228	Lakeview Heights	Residential	n/a	1 unit per parcel	1	Vacant		
025-682-001-000	3421 Woodland									0.200803489	Glenwood	Residential	n/a	1 unit per parcel	1	Vacant		
025-510-097-000	3525 Saddle Rd									0.823438935	Glenwood	Residential	n/a	1 unit per parcel	1	Vacant		
031-076-009-000	2572 Palmira									0.114600551	Sierra Tract Commercial	Residential	n/a	15	1	Vacant		
023-683-001-000	946 Linda Ave		21080031							0.149655647	Tahoe Island	Residential	n/a	1 unit per parcel	1	Vacant	Permitted 1 unit	
027-241-030-000	1101 Johnson Blvd									0.560261708	Bijou Pines	Residential	n/a	1 unit per parcel	1	Vacant		
027-251-018-000	1152 Johnson Blvd									0.817493113	Bijou Pines	Residential	n/a	1 unit per parcel	1	Vacant		
022-251-029-000	1927 Kokanee Wy									0.237580349	Tahoe Keys	Residential	n/a	1 unit per parcel	1	Vacant		
025-580-014-000	00 Ski Run Blvd									1.128948577	Lakeview Heights	Residential	n/a	1 unit per parcel	1	Vacant		
031-341-012-000	2768 Springwood Dr		22010019							0.154843893	Highland Woods	Residential	n/a	12	1	Vacant	Permitted 1 unit	
023-141-029-000	648 James Ave		21100077							0.125275482	Tahoe Island	Residential	n/a	1 unit per parcel	1	Vacant	Permitted 1 unit	
026-074-003-000	3112 Fresno Ave		21110026							0.115036731	Al Tahoe	Residential	n/a	1 unit per parcel	1	Vacant	Permitted 1 unit	
025-201-008-000	3387 Aloha Rd		22020072							0.264807163	Glenwood	Residential	n/a	1 unit per parcel	1	Vacant	Permitted 1 unit	
031-313-017-000	936 Tanglewood Dr									0.292447199	Highland Woods	Residential	n/a	12	1	Vacant		
023-442-011-000	644 Tata Ln		22040041							0.22892562	Gardner Mountain	Residential	n/a	1 unit per parcel	1	Vacant	Permitted 1 unit	
027-144-016-000	3792 Aspen Ave									0.114784206	Pioneer/Ski Run	Residential	n/a	15	1	Vacant		
032-282-017-000	1251 Margaret Ave		22040096							0.115128558	Bonanza	Residential	n/a	1 unit per parcel	1	Vacant	Permitted 1 unit	
022-023-003-000	662 Tahoe Keys Blvd									0.178191001	Tahoe Island	Residential	n/a	1 unit per parcel	1	Vacant		

Table C *(Cont.)*
Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law

Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Rezone Type	Sites Description								
1				2	3				4	5	6	7	8		9	10	11	
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Rezone Type	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses	
Summary Row: Start Data Entry Below																		
026-031-012-000	805 Lakeview Ave									0.114784206	Al Tahoe	Residential	n/a	1 unit per parcel	1	Vacant		
028-052-004-000	3760 Terraace Dr									0.229935721	Lakeview Heights	Residential	n/a	1 unit per parcel	1	Vacant		
032-252-029-000	1917 F St									0.149632691	Bonanza	Residential	n/a	1 unit per parcel	1	Vacant		
023-682-026-000	905 Linda Ave									0.1543618	Tahoe Island	Residential	n/a	1 unit per parcel	1	Vacant		
031-211-014-000	2499 Pinter Ave									0.114508724	Sierra Tract Commercial	Residential	n/a	15	1	Vacant		
031-153-006-000	2568 Knox Ave									0.115243343	Sierra Tract Commercial	Residential	n/a	15	1	Vacant		
029-371-020-000	3683 Primrose Ln									0.114646465	Pioneer/Ski Run	Residential	n/a	15	1	Vacant		
023-241-044-000	2200 Barton Ave									0.948585582	Tahoe Valley Area Plan	Residential	n/a	15	9	Vacant		
023-251-025-000	2252 Barton Ave									0.251478959	Tahoe Valley Area Plan	Residential	n/a	15	2	Vacant		
023-391-008-000	1072 4Th St									0.702111812	Tahoe Valley Area Plan	Residential	n/a	15	7	Vacant		
025-241-008-000	3461 Spruce Ave									1.047364539	Bijou	Residential	n/a	15	4	Vacant		
025-252-004-000	1232 Heather Lake Rd									0.266561689	Bijou	Residential	n/a	15	1	Vacant		
025-252-008-000	1260 Heather Lake Rd									0.266716505	Bijou	Residential	n/a	15	1	Vacant		
026-045-020-000	941 Merced Ave									0.255310344	Al Tahoe	Residential	n/a	15	1	Vacant		
026-077-001-000	3100 Fresno Ave									0.275812723	Al Tahoe	Residential	n/a	15	1	Vacant		
026-102-026-000	3068 Nevada Ave									0.275712408	Al Tahoe	Residential	n/a	15	1	Vacant		
027-124-004-000	3616 Alder Ave									0.344068932	Bijou	Residential	n/a	15	1	Vacant		
027-313-017-000	3604 Tamarack Ave									0.29	Bijou	Residential	n/a	15	1	Vacant		
027-321-002-000	3591 Spruce Ave									0.510036856	Bijou	Residential	n/a	15	2	Vacant		
027-322-003-000	3604 Spruce Ave									0.276126064	Bijou	Residential	n/a	15	1	Vacant		
027-322-018-000	3593 Terry Ln									0.295225226	Bijou	Residential	n/a	15	1	Vacant		
027-364-017-000	1049 Takela Dr									0.252759671	Bijou Pines	Residential	n/a	15	1	Vacant		
028-121-024-000	3622 Pioneer Trl									0.55337416	Pioneer/Ski Run	Residential	n/a	15	2	Vacant		
028-121-025-000	3618 Pioneer Trl									0.609879202	Pioneer/Ski Run	Residential	n/a	15	2	Vacant		
029-362-008-000	1094 Echo Rd									0.434448274	Pioneer/Ski Run	Residential	n/a	15	1	Vacant		
029-364-003-000	3718 Montreal Rd									0.321308185	Pioneer/Ski Run	Residential	n/a	15	1	Vacant		
031-241-014-000	1069 O Malley Dr									3.110267516	Sierra Tract Commercial	Residential	n/a	15	13	Vacant		
031-290-029-000	972 Silver Dollar Ave									0.938807292	Sierra Tract Commercial	Residential	n/a	15	4	Vacant		
032-141-004-000	1122 Emerald Bay Rd									0.256876704	Tahoe Valley Area Plan	Residential	n/a	15	2	Vacant		
032-141-010-000	1161 Bonanza Ave									0.501675795	Bonanza	Residential	n/a	15	2	Vacant		
032-141-011-000	1149 Bonanza Ave									1.002454399	Bonanza	Residential	n/a	15	4	Vacant		
032-141-018-000	1117 Bonanza Ave									0.952773311	Tahoe Valley Area Plan	Residential	n/a	15	10	Vacant		
032-151-004-000	1242 Emerald Bay Rd									1.003271295	Bonanza	Residential	n/a	15	4	Vacant		
032-151-005-000	1258 Emerald Bay Rd									1.003270565	Bonanza	Residential	n/a	15	4	Vacant		
032-151-007-000	1286 Emerald Bay Rd									0.500548949	Bonanza	Residential	n/a	15	2	Vacant		
032-161-001-000	1306 Emerald Bay Rd									0.92888536	Bonanza	Residential	n/a	15	4	Vacant		
032-161-002-000	1320 Emerald Bay Rd									0.979431627	Bonanza	Residential	n/a	15	4	Vacant		
032-161-003-000	1332 Emerald Bay Rd									0.977418787	Bonanza	Residential	n/a	15	4	Vacant		
032-161-004-000	1344 Emerald Bay Rd									0.977730912	Bonanza	Residential	n/a	15	4	Vacant		
032-161-006-000	1368 Emerald Bay Rd									0.894239435	Bonanza	Residential	n/a	15	4	Vacant		
032-161-008-000	1357 Bonanza Ave									0.823957632	Bonanza	Residential	n/a	15	3	Vacant		
032-161-012-000	1307 Bonanza Ave									0.854997802	Bonanza	Residential	n/a	15	3	Vacant		
032-192-006-000	1189 Emerald Bay Rd									0.500548949	Tahoe Valley Area Plan	Residential	n/a	15	5	Vacant		
032-201-008-000	1248 Melba Dr									0.754852408	Bonanza	Residential	n/a	15	3	Vacant		
025-010-041-000	1300 Johnson Blvd									7.597520661	Bijou/Al Tahoe	Residential	n/a	15	34	Vacant		
026-082-014-000	962 San Jose		21030150							0.12	Al Tahoe	Residential	n/a	15	1	Vacant	Permitted 1 unit	
026-082-013-000	958 San Jose		21030151							0.12	Al Tahoe	Residential	n/a	15	1	Vacant	Permitted 1 unit	
026-082-015-000	3141 Riverside Ave		21040011							0.12	Al Tahoe	Residential	n/a	15	1	Vacant	Permitted 1 unit	

Table C *(Cont.)*
Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law

Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Rezone Type	Sites Description								
1				2	3				4	5	6	7	8		9	10	11	
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Rezone Type	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses	
Summary Row: Start Data Entry Below																		
023-171-009-000	833 Emerald Bay Rd									0.5	Tahoe Valley Area Plan	TC-G	n/a	25	9	Vacant		
032-291-028-000	1860 Lake Tahoe Blvd									10.03	Tahoe Valley Area Plan	TC-MUC	n/a	25	214	Vacant	Entitled 248 unit low income affordable - Sugar Pine Village	
032-291-031-000	1029 Tata Ln									1.6	Tahoe Valley Area Plan	TC-MUC	n/a	25	34	Non-Vacant	Entitled 248 unit low income affordable - Sugar Pine Village	
028-081-007-000	3584 Pioneer Trl									0.83	Tourist Core Area Plan	TSC-MUC	n/a	25	14	Vacant		
028-081-006-000	3574 Pioneer Trl									0.754453627	Tourist Core Area Plan	TSC-MUC	n/a	25	14	Vacant		
028-081-015-000	n/a									0.43	Tourist Core Area Plan	TSC-MUC	n/a	25	14	Vacant		
028-081-004-000	3594 Pioneer Trl									0.26	Tourist Core Area Plan	TSC-MUC	n/a	25	14	Vacant		
028-081-002-000	n/a									0.926642	Tourist Core Area Plan	TSC-MUC	n/a	25	14	Vacant		
029-170-002-000	3908 Lake Tahoe Blvd									0.819995409	Tourist Core Area Plan	TSC-NMX	n/a	25	14	Vacant		
029-170-001-000	3900 Lake Tahoe Blvd									0.342011019	Tourist Core Area Plan	TSC-NMX	n/a	25	5	Vacant		

Table D
Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Program 1-1 Mixed-Use Development	The City shall continue to create incentives (i.e., alternative parking requirements, streamlined permitting) to encourage production of housing in areas where residential use is appropriate to the setting and where mixed-use projects could address job and housing needs. Incentives have been included in the Tourist Core Area Plan and Tahoe Valley Area Plans as well as for affordable residential development throughout the City. The City provides information regarding the incentives at City Planning Division offices and on the City's website.	Initial website updates by 2023 and review opportunities for additional incentives annually after	The City is currently engaged in the planning process to update two area plans and adopt one new area plan and will consider incentives for encouraging the production of housing in the area plans. Anticipated adoption for the area plan amendments is summer of 2023 and winter 2025 for the adoption of the Mid-Town Area Plan.
Program 1-2 Development of Substandard/Underutilized Sites	The City will provide information on substandard or underutilized parcels as part of the City's online GIS database. The City will update the database annually.	By September 2023 and annually after that	The City continues to identify substandard and undertilized parcels and will make this information available to the public.
Program 1-3 Parking Best Practices	The City shall continue to research best practices for parking standards and continue to allow more flexible parking standards and shared parking for mixed-use and other housing projects. The City's objective Residential Development and Design Standards allow parking requirement reductions for studio and one bedroom units and multi-family projects that commit to parking management measures. The City will continue to strive to balance requests for parking requirement reductions to encourage housing development with environmental and safety impacts associated with a lack of sufficient parking. Additional updates to parking standards could include one or more of the following practices: 1) Encouraging affordable housing developers to unbundle parking and rent parking spaces separately from the units. 2) Allowing housing developers to pay an in-lieu fee to support public transportation access to the project site in place of some of the parking requirements.	Ongoing, as projects are processed through the planning division	The City continues to research best past practices and proposes to incorporate theses measures in the Tourist Core and Tahoe Valley Area Plan updates and in the Mid-Town Area Plan.
Program 1-4 Using Local Incentives	The City shall produce an informational handout and have one, central hub on the City website that describes all of the City-offered incentives for multifamily and affordable housing for extremely low-, very low-, and low-income households, including bonus units, land coverage within Community Plans, and/or density bonuses in addition to incentives and options offered by TRPA. The handout will briefly summarize the local incentives and provide links to the City's website. The information will be available on the City's website and also at the City Planning Division offices. The City will reach out to developers annually to market these incentives. In addition, the City will continue to work with TRPA and other Tahoe Basin agencies as part of Program 2-8 toward amending Basin-wide regulations to allow the City to offer density bonuses and other allowances consistent with the state density bonus law (Government Code Section 65915, et seq.). This will be added to the City's workplan to coordinate with TRPA. The City shall use its representation as a voting member on the TRPA Governing Board and the TRPA Advisory Planning Commission and its participation in specific working group efforts such as the Tahoe Living: Housing & Community Revitalization Working Group to advance these changes to TRPA regulations.	Create informational handout and website updates by 2023. Conduct outreach to local developers at least annually. Add this program to the City's efforts to work with TRPA by September 2022. See Program 2-8 for timing objectives regarding Basin-wide regulation amendments.	An ADU guidebook was created and housing development incentives were published on tje City website and made available to describe development process (November 2022). City sent a letter of support to TRPA to apply for the REAP 2.0 Higher Impact Transformation to align TRPA regional policy to comply with state housing law.(December 2022). Development Incentives were also published on the City's website (December 2022).
Program 1-5 Clarifying the Development Process	The City shall continue to provide information on the City's website to clarify the development process for developers/builders who are looking to construct housing in South Lake Tahoe and are unfamiliar with the process.	Ongoing; Updated as needed	An ADU guidebook was created and housing development incentives were published on tje City website and made available to describe development process (November 2022). City sent a letter of support to TRPA to apply for the REAP 2.0 Higher Impact Transformation to align TRPA regional policy to comply with state housing law.(December 2022). Development Incentives were also published on the City's website (December 2022).
Program 1-6 Clarify how Residential-Care Facilities are allowed under state law	The City will work with TRPA to amend the City and TRPA zoning regulations to specify that residential care facilities (group homes) of all sizes are allowed by right in all residential districts when TRPA and City next amend the Residential Plan Area Statements. This will be added to the City's workplan to coordinate with TRPA.	If possible, within the TRPA regulatory framework, the City will make amendments to City regulations by 2023. The City will work with TRPA with a goal of amendments to TRPA regulations by 2025. Add this program to the TRPA workplan by September 2022. See Program 2-8 for timing objectives regarding Basin-wide regulation amendments.	Amendment of the Residential Plan Area Statements is scheduled for completion after the update of the Tourist Core and Tahoe Valley Area Plan and development of the Mid-Town Area Plan.
Program 1-7 Small Lot Consolidation	To ensure that there is a sufficient supply of multifamily zoned land to meet the City's Regional Housing Needs Allocation (RHNA), the City will continue to encourage lot consolidations to combine small residential lots into larger developable lots by proactively reaching out to local developers (as part of Program 1-4) and meeting with local developers to discuss development opportunities and advertise incentives for lot consolidation to accommodate affordable housing units and making applicants aware of these opportunities at the planning counter. In addition, the City will continue to allow administrative processing of lot consolidation. As developers/owners approach the City interested in lot consolidation for the development of affordable housing, the City will offer one or more of the following local incentives on a project-by-project basis given property owners' and developers' needs: 1) Continue to discuss consolidation opportunities with property owners of adjacent parcels identified in Appendix A. This incentive is currently in place; 2) Implement a process to guide property owners through the lot consolidation (lot line adjustment) application process, and waive the fee for this particular entitlement when the resulting project includes designated deed-restricted affordable units; 3) Continue to assist property owners in identifying and applying for financial resources for projects which incorporate affordable units. This incentive is currently in place.	Establish program to guide property owners through the lot consolidation process and waive the fee for designated affordable units by September 2023, and then implement the program as applicants come forward. Reach out to local developers annually as part of Program 1-4.	Not started yet.
Program 1-8 Housing Element Implementation Progress	The City shall annually conduct a public workshop or public meeting to discuss progress on housing programs and to solicit feedback.	Meet annually as part of the development of the Housing Element Annual Report to HCD.	February 23rd Planning Commission will serve as APR and public meeting on housing element progress.
Program 2-6 Assist Nonprofit Housing Developers	The City shall provide technical and financial support (when feasible) to local, regional, and statewide not-for-profit housing sponsors that facilitate the creation of affordable housing, prioritizing projects that locate affordable housing in Town Centers near services and amenities or integrate affordable housing into affluent neighborhoods. Such support can include the donation of City-owned sites, the use of existing City housing programs for project clients when appropriate, the prompt processing of needed applications, and the preparation of funding applications.	Ongoing, as projects are processed through the Planning Division. Contact developers annually to inform them of City assistance options.	The City has partnered with Related CA and St. Joseph Community Land Trust for the development of Sugar Pine Village for 248 units of low income housing (under 80% AMI). The City has also provided land and downpayment assistance for the three moderate income homes St. Joseph Community Land Trust is developing.

Table D *(Cont.)*
Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1 Name of Program	2 Objective	3 Timeframe in H.E	4 Status of Program Implementation
Program 2-7 Homebuyer Assistance Program Administration Partnering	The City has initiated discussions with other agencies and organizations that may be able to take on the administration of a first-time homebuyer and/or moderate income homebuyer program for residents of the city. The City released a Request for Proposals in March 2022 for partnership with an external consultant to administer a moderate-income homebuyer program, and the City will initiate solicitation and contracting with other agencies and organizations to assist the City in administering the program. As part of this program, the City will conduct outreach to lower-income communities to promote the program and lower-income household homeownership opportunities in high resource areas.	Establish program by September 2023 and ongoing	The City did not receive any responses to the RFP to administer a homebuyer assistance program. City staff are working to get more funding to administer a more robust program that also supports people with high housing costs that are currently out of reach.
Program 2-8 Mitigation of TRPA Regulations	The City shall continue to advocate for changes to TRPA regulations in order to reduce restrictions on affordable, workforce, and mixed-use housing developments. The City shall use its representation as a voting member on the TRPA Governing Board and the TRPA Advisory Planning Commission and its participation in specific working group efforts such as the Tahoe Living: Housing & Community Revitalization Working Group to advance TRPA Code Amendments and Area Plans that will reduce the following barriers to housing development. There are three categories for actions that will take place as part of this program, divided by the approval requirements and associated timing: 1) Amendments to the TRPA Code of Ordinances, 2) New Area Plan for areas currently regulated by Plan Area Statements, and 3) New Area Plan for areas currently regulated by Plan Area Statements and amendments to existing area plans. Specifc details of the three catagories can be found in the Housing Element.	Meet with TRPA staff at least annually to work on the items in this program with the goal of achieving some of them every year during the planning period. In addition, meet with the Housing & Community Revitalization Working Group quarterly and the TRPA Governing Board and the TRPA Advisory Planning Commission monthly to advance the components of this program.	City sent a letter of support to TRPA to apply for the REAP 2.0 Higher Impact Transformation to align TRPA regional policy to comply with state housing law. (December 2022). The City continues to participate in TRPA planning processes including the Tahoe Living: Housing and Community Revitalization Working Group, the TRPA Advisory Planning Commission and TRPA Governing Board.
Program 2-9 Public Education	The City shall continue to provide information that describes the myths and realities of multifamily and affordable housing development. This will include promoting ADUs as a housing option in the city. The City will also continue to publicize programs, such as energy-efficiency programs and state and federal funding programs currently available to South Lake Tahoe residents. Information is available on the City's website and, when needed, the City makes the presentation/slide show on myths and realities of multifamily and affordable housing development available to housing advocates and to developers involved in local affordable housing projects. The City shall continue to encourage local housing advocates to make presentations to local builders and developers, Chamber of Commerce, civic groups, and the local community. Additionally, the City shall publicize the Affordable Housing Resources page of the City's website as a source of information on housing programs, in addition to providing information in response to inquiries via phone, email, and at the Permit Center.	Ongoing	The City created informational brochures on the City's Housing programs and resources and a large informational posterboard with educational information. These are provided at the State of the City address, and any other opportunities that Housing staff have a booth. City staff have also presented on housing at local clubs, leadership groups, and more as invited.
Program 2-10 Moveable Tiny Homes	The City will consider City Code amendments to allow tiny homes on wheels/on a chassis and work with TRPA to provide this type of housing as an option in residential areas of the City.	2022	Completed in 2022
Program 2-11 Local Funding Source Feasibility Study and Linkage Program	The City shall conduct a feasibility study to explore local funding options to support affordable housing projects and programs. Examples of options to pursue include vacancy tax, housing transfer tax, sales tax, transient occupancy tax, linkage fees, impact fees, inclusionary housing in-lieu fees, and housing investment or trust funds. In addition, the City shall analyze thresholds of significance, standards, and criteria for a linkage program, which would connect new development to the housing demand that it creates. The City shall consider a linkage program ordinance that would require development to mitigate housing impacts. Revenues collected for the ordinance shall be placed in a housing fund to provide housing and associated childcare for the South Lake Tahoe workforce. Based on the results and recommendations from the study, the City will choose one or more implementation measures which may include one of the following options below: 1) Developers build affordable workforce housing units. 2) Developers contribute land for the production of affordable and/or workforce housing. 3) Developers pay an in-lieu fee into the housing fund to help finance the production of affordable and/or workforce housing. 4) The City will consider offering incentives to developers participating in the program.	Complete feasibility study in September 2022; Adopt linkage ordinance by September 2023	Consultant began contract in Spring 2022, study was completed in January 2023. Funding study was discussed at January 24, 2023 Council meeting to discuss the various funding types to fund housing development, preservation, and programs and provide direction for which funding sources to further study.
Program 3-1 Rehabilitation Loan Program Administration Partnering	The City shall develop a housing rehabilitation program to serve city residents in order to incentivize improved housing conditions, harden homes against wildfire threats, and make energy efficiency upgrades while maintaining affordability and reducing displacement risk against substandard housing conditions. Within 3 months of developing the program, the City will provide printed informational flyers in City buildings and post information on the City's website for all residents to access. The City will also prioritize marketing of this program in areas of concentrated rehabilitation need, such as the Tahoe Sierra neighborhood, and areas of concentrated poverty, such as the area east of Ski Run Boulevard by making flyers available in community gathering spots such as libraries or grocery stores at least annually.	Pursue program funding by September 2023. If funds are secured and allocated by the City Council, establish this program by September 2024 and then administration will be ongoing. If these timeframes are not met, the City will continue to pursue program implementation every year during the planning period.	Not started yet.
Program 3-2 Multiple-Family Dwelling and Single-Room Occupancy Inspection and Maintenance Program	Continue the Multiple-Family Dwelling Inspection and Maintenance Program on multifamily projects of six units or more (or smaller projects if approved by City Council) and single-room occupancy (SRO) units in hotels and motels to identify substandard housing stock and to provide for the rehabilitation of housing that does not meet minimum building, housing, and property maintenance code standards, and site maintenance standards as well as citywide design standards, or is not safe to occupy, and further, to preserve and enhance the quality of life for residents of the city living in multifamily dwelling units. The City continues to successfully conduct inspections each year on all housing units that are subject to these program requirements. Units inspected under this program are distributed geographically in all areas of the city.	Ongoing	These two programs continue with inspections almost daily for proprerties that require more extensive oversight, however the program has been successful at facilitating more properties achieving exceptional certification status.
Program 3-3 Mobile Home Parks Ordinances	The City shall modify the mobile home parks ordinances to: - Address conversion of mobile home parks to other uses (quantifying what constitutes a change of use, the definition of "cessation," such as all or part of a park, immediately or gradually when relocation payment is required, etc.). - Require mitigation of housing loss associated with mobile home park conversions and/or demolitions.	Sep-25	Not started yet.

Table D *(Cont.)*
Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1 Name of Program	2 Objective	3 Timeframe in H.E	4 Status of Program Implementation
Program 3-4 Preservation and Acquisition of At-Risk Properties	The City shall continue to provide technical and financial assistance to the St. Joseph Community Land Trust and other nonprofit housing organizations that might be interested in, and have the capacity to, step in to acquire and rehabilitate any of the assisted or substandard properties to maintain, or create, long-term, affordable rental housing. The City may consider adopting a policy that prioritizes local residents for housing rehabilitation services. The City will monitor the list of all dwellings in the city that are subsidized by government funding or low-income housing developed through local regulations or incentives. The list will include, at least, the number of units, the type of government program, and the date on which the units are at risk to convert to market rate. The City did not identify any units at risk of converting to market rate within 10 years of the beginning of the sixth-round Housing Element planning period. The City has over 300 subsidized units, and the City will work to reduce the potential conversion of any units to market rate through the following actions: - Monitor the status of affordable projects, rental projects, and mobile homes in South Lake Tahoe. Should the property owners indicate the desire to convert properties, consider providing technical and financial assistance, when possible, to ensure long-term affordability. - If conversion of units is likely, work with local service providers to subsidize the at-risk units to ensure continued affordability. Funding sources may include state or local sources. - Pursuant to California law (Government Code Sections 65853.10, 65863.11, and 65863.13), owners of deed-restricted affordable projects are required to provide notice of restrictions that are expiring to all prospective tenants, existing tenants, and the City at 3 years, 12 months, and 6 months before the scheduled expiration of rental restrictions. In addition, the City or owner will provide notice to HUD, the California Department of Housing and Community Development (HCD), the El Dorado County Housing Authority, and the local legal aid organization. Owners shall also refer tenants of at-risk units to educational resources regarding: 1) Tenant Rights; 2) Conversion Procedures; 3) Information regarding Section 8 rent subsidies; 4) Any other affordable housing opportunities in the city. In addition, notice shall be required prior to conversion of any units to market rate for any additional deed-restricted lower-income units that were constructed with the aid of government funding, that were part of a project granted a density bonus, or that were part of a project that received other incentives. If a development is offered for sale, HCD must certify persons or entities that are eligible to purchase the development and to receive notice of the pending sale. Placement on the eligibility list will be based on experience with affordable housing. When necessary, the City shall continue to work with property owners of deed-restricted affordable units who need to sell within 45 years of initial sale. When the seller is unable to sell to an eligible buyer within a specified time period, equity-sharing provisions are established (pursuant to the affordable housing agreement for the property), whereby the difference between the affordable and market values is paid to the City to eliminate any incentive to sell the converted unit at market rate. Funds generated would be used to develop additional affordable housing in the city. The City shall continue tracking all residential projects that include affordable housing to ensure that the affordability is maintained for at least 45 years for owner-occupied units and 55 years for rental units, and that any sale or change of ownership of these affordable units prior to satisfying the 45- or 55-year restriction shall be “rolled over” for another 45 or 55 years to protect “at-risk” units.	Ongoing communication with owners, service providers, and eligible potential purchasers; work with owners of deed-restricted units on an ongoing basis—particularly at the time of change of ownership. Track through the Annual Report to HCD.	City staff have provided close to $490,000 in CDBG funding to the Tahoe Coalition for the Homeless to do rehabilitation on one of the three Project Homekey properties they acquired. This process is still underway for the 22 units.
Program 3-5 Preservation of Housing Conditions	Continue to enforce City building, fire, health, and zoning codes to remedy existing properties that are experiencing deterioration or are in need of fire resiliency protection or energy efficiency upgrades, and improve the condition of existing housing stock in coordination with rehabilitation and other infrastructure improvement programs. In order to reduce displacement risk resulting from substandard housing conditions, the City will provide information on rehabilitation assistance programs to eligible households found in violation of City codes particularly in lower resource areas of the city.	Ongoing. Outreach to eligible households in lower resource parts of the City found in violation of City codes will be conducted by the end of 2022.	The City continues enforcement of code and zoning requirements through building permits, planning permits, response to code violations, multi-family inspection program and single-room occupancy programs. The City also operates a Housing Hotline (English and Spanish) to receive complaints about substandard housing conditions and conduct follow up investigation and compliance.
Program 3-6 Replacement of Lost Units from Residential Demolitions	In accordance with California Government Code Section 65583.2(g), the City will require replacement housing units subject to the requirements of California Government Code Section 65915(c)(3) on sites identified in the sites inventory when any new development (residential, mixed-use, or nonresidential) occurs on a site that has been occupied by or restricted for the use of lower-income households at any time during the previous five years. This requirement applies to: - Non-vacant sites - Vacant sites with previous residential uses that have been vacated or demolished	Ongoing, the replacement requirement will be implemented immediately and applied as applications on identified sites are received and processed.	There have been no demotions of housing units on sites identified in the sites invenory.
Program 3-7 Monitoring Impacts of Vacation Home Rentals on long-term Rental Supply	South Lake Tahoe voters approved Measure T in late 2018 to prohibit vacation home rentals in many areas of the city where they were previously allowed. Full implementation of Measure T began in 2021 when all existing vacation home rental permits in residential areas expired. The City shall continue enforcement of Measure T regulations and will monitor the effects of limiting vacation home rentals during the course of the Housing Element planning period as the impacts unfold after 2021. The City will report to the City Council on any identifiable impacts to the supply and cost of long-term rental housing by the end of 2023.	Monitor impacts resulting from vacation home rental moratorium and summarize in report to City Council by end of 2023.	The City continues to implement Measure T and enforce violations of the vacation home rental ordinance. The City has contracted with the Tahoe Prosperity Center to conduct monitoring and reporting on the affects of Measure T on housing availability. The City will report to the City Council by the end of 2023.
Program 3-8 Multi-Family Acquisition and Rehabilitation Program	The City will partner with organizations, employers, and non-profits to establish a multi-family acquisition and rehabilitation program to increase quality of housing for low income residents and ensure long term affordability. The City will encourage acquisition of multi-family housing in areas of concentrated affluence and outside of areas with concentrations of existing affordable housing to promote housing mobility and affordability in high income neighborhoods. The City will also target acquisitions to increase housing options for lower-income households and reduce overcrowding in existing housing units.	Establish program by September 2024; Ongoing communication with organizations, employers, and service providers that could administer program, with contact at least once per year. If the program is not established by September 2024, the City will continue to pursue program establishment every year during the planning period.	Not started yet.
Program 3-9 Landlord/Tenant Matching Program	Continue the program to incentivize long term rental of second homes and spare rooms to promote the availability of low and moderate income rental housing for existing employees in the city. The City has been conducting a multi-faceted marketing campaign through press releases, internet-based outreach, media outreach/interviews, direct mailing to property owners and with advertisements published in the local paper of general circulation. The City will conduct specific outreach and marketing to owners of existing large housing units to participate in the rental incentive program in order to expand housing opportunities for larger renter households. The City will seek acquisition of housing in areas of concentrated affluence and outside of areas with concentrations of existing affordable housing to promote housing mobility and affordability in high income neighborhoods.	Ongoing. Marketing will be conducted by the end of 2022.	Lease to Locals Program began implementation in Winter 2022 and was expanded in Summer 2022 with additional funding. As of January 30, 2023, 45 adults and 9 children have been housed.
Program 3-10 Mobile Home Park Preservation	The City shall promote the longevity and quality of life at existing and new mobile home parks by: - Codifying regulations for mobile home park conversions. - Evaluating TRPA’s restrictions on the reuse of any residential units of use that originate from a mobile home park, and considering their reuse for workforce housing. - Reviewing City regulations for new and enlarged mobile home parks to consider adding design, fencing, and amenity requirements and requiring an affordability assessment. - Conducting an inventory of mobile home parks to identify those that are most desirable or feasible for long-term preservation. - Work with HCD Mobilehome and Special Occupancy Parks Program to gather and maintain data on resident complaints, inspections and code violations. - Targeting mobile home parks for park-wide infrastructure improvements or select coach rehabilitation or replacement.	Ongoing; conduct inventory by 2024	Not started yet.

Table D *(Cont.)*
Program Implementation Status pursuant to GC Section 65583

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

1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
Program 4-1 Reasonable Accomodation and Land Coverage	**The City shall complete the process of reviewing and amending its Code to provide individuals, family members, caregivers, and/or anyone acting on behalf of the person with disabilities reasonable accommodation in rules, policies, practices, and procedures that may be necessary to ensure equal access to housing as feasible in coordination with TRPA. This will be added to the City's workplan to coordinate with TRPA. This procedure will include, but will not be limited to, the existing City procedure to grant exception for carport structures for persons with disabilities and other uncodified City process for reasonable accommodation. This procedure will be a ministerial process subject to approval by the Director of Development Services. The City shall also continue to work with TRPA to facilitate reasonable accommodation requests within the framework of the Regional Plan to address any needs for accommodation by persons with disabilities for additional land coverage for necessary site improvements beyond the additional land coverage allowances for Americans with Disabilities Act (ADA) improvements in Chapter 30 of the TRPA Code of Ordinances.**	**The City shall adopt a reasonable accommodation ordinance and create a public information brochure on reasonable accommodation and provide that information on the City's website by September 2023. Add this program to the TRPA workplan by September 2022. See Program 2-8 for timing objectives regarding Basin-wide regulation amendments.**	**The City has provided correspondence to TRPA outlining City Housing Element priorities for regional regulatory amendments. The City has not begun the reasonable accommodation ordinance to update current practices.**
Program 4-2 Employee Housing Act Compliance	**To comply with the State Employee Housing Act (Health and Safety Code Sections 17021.5, 17021.6, and 17021.8), the City will continue working with TRPA on definitions in their regulations and amend the City's zoning code to treat employee housing that serves six or fewer persons as a single-family structure and permitted in the same manner as other single-family structures of the same type in the same zone (Section 17021.5). This will be added to the City's workplan to coordinate with TRPA. The City is in compliance with the rest of the Employee Housing Act (Sections 17021.6 and 17021.8) as there are no agricultural zones or uses in the City.**	**If possible, within the TRPA regulatory framework, the City will make amendments to City regulations by 2023. Add this program to the City's workplan to coordinate with TRPA by September 2022. See Program 2-8 for timing objectives regarding Basin-wide regulation amendments.**	**The City is pursuing these amendments through updates to the two exisitng Area Plans and development of a new Area Plan.**
Program 4-3 Special-Needs Housing	**Continue to work with housing providers to ensure that special housing needs are addressed for seniors, large families, female-headed households, single-parent households with children, persons with disabilities and developmental disabilities, those with extremely low incomes, and homeless individuals and families. The City will seek to meet these special housing needs through a combination of incentives, zoning standards, new housing construction programs, and supportive services programs. The City will conduct outreach to affordable housing developers and service providers annually to identify and pursue development opportunities, in tandem with developer outreach conducted as part of Program 1-4. Program 1-5 contains additional incentives the City plans to implement. The City may also seek funding under the federal 202 Senior Housing Program-Supporting Housing for the Elderly, California Child Care Facilities Finance Program, California Homebuyer's Downpayment Assistance Program, and other state and federal programs designated specifically for special-needs groups such as seniors, extremely low-income households, persons with physical and developmental disabilities, and persons at risk for homelessness as determined by the needs in the community.** **The City shall continue to hold discussions with surrounding jurisdictions to determine how to address the needs of homeless residents and identify potential sites and funding sources for an emergency shelter. The City shall also meet with at least one organization that provides services to persons with developmental disabilities and/or the Alta California Regional Center by June 2023 to identify specific strategies to address displacement risk and homeless services specifically for persons with developmental disabilities.**	**Annually for discussions with surrounding jurisdictions and outreach with affordable housing developers and service providers and ongoing**	**The City continues to work with Tahoe Coalition for the Homeless on the rehabilitation of the Bear's Den motel, a Project Homekey property. The City provided $490,000 in CDBG to assist with rehabilitation costs for 22 units of permanent supportive housing. In addition, a City staff member was elected to the CoC Board to further understanding and opportunities to ensure housing needs are met for special-needs populations.**
Program 4-4 Childcare and Intergenerational Facilities	**Consider establishing a program to address the following housing needs in the city:** **- Affordable housing developments that include on-site childcare.** **- Promoting intergenerational facilities** **After studying these options, determine whether a program will be established and establish and publicize program if initiated.**	**Study program by early 2026; determine whether program will be established and initiate by the end of 2026.**	**Sugar Pine Village was permitted to include a community building that provides affordable childcare pending funding.**
Program 4-5 Definition of Family	**Update the definition of "family" in the City's zoning regulations to be compliant with State law.**	**Complete by September 2023**	**The City is pursuing these amendments through updates to the two exisitng Area Plans and development of a new Area Plan.**
Program 5-1 Fair Housing	**To comply with AB 686, the City will implement the following actions:** **- Implement the previously identified programs to affirmatively further fair housing (see Housing Element for specific programs).** **- Continue to use the City's Housing website to distribute information on fair housing information and available services, updating annually, or as needed. The City will also distribute printed materials at least annually at community meetings, prioritizing distribution in higher need areas, and make available in City buildings.** **- As fair housing complaints are received at the City, refer cases to the appropriate fair housing agency or address through inspections, as appropriate. Meet annually with fair housing providers to discuss local fair housing issues and concerns, identifying strategies to increase fair housing enforcement in key areas, particularly in higher need areas of the city, as needed.** **- Continue the Housing Issues Hotline service to assist residents with substandard housing and fair housing concerns. Assist at least 30 residents annually through the hotline service. If fewer than 30 residents use the hotline service, provide assistance to all that do.** **- Ensure that projects needed to develop infrastructure improvements to support housing and residents without vehicles will continue to be included in the City's Capital Improvement Plan. In addition, ensure that the transportation infrastructure projects in the Capital Improvement Plan prioritize areas where sites with lower-income units are identified and incorporate place-based strategies to establish equity amongst infrastructure improvements. Identify at least 3 infrastructure projects that support these strategies, as needed, in each update to the Capital Improvement Plan.** **- Determine what, if any, outside factors impede student performance that can be alleviated, such as stable housing opportunities, childcare opportunities for working parents, access to before- and after-school resources and events, and more. If such a need for such a program or specific issues are identified, the City will pursue solutions, which are further identified and discussed in the Housing Element Policy 5-1.** **- Send mailers or virtual information to landlords and property managers about the Housing Choice Voucher (Section 8) program and avoiding discriminatory practices based on income or other protected classes. Include information about the benefits on advertising their units to voucher holders. Resend information annually and coordinate with the Public Housing Authority of El Dorado County to track whether the number of available units has increased. The intent of this outreach is to encourage landlords and property managers to increase the supply of units available to Section 8 participants by at least 30 and reduce complaints about source of income discrimination by at least 50 percent over the course of the planning period.** **- Conduct targeted outreach to underrepresented and underserved groups by recruiting them to participate in the planning process and apply to committees by, at least annually, coordinating with service providers, sending recruitment information to community groups or organizations, and posting information in public locations such as grocery stores. Encourage at least three representatives from underserved groups to apply for each open committee.** **- Promote the availability of multilingual resources by ensuring that City-provided services and materials are available in languages other than English or that they make clear the availability of interpretation or translation services.** **- Maintain information on organizations and programs that are available to landowners to assist them in meeting defensible space goals and taking other steps that may decrease flood and fire insurance rates to reduce disaster displacement risk. These programs may include the National Fire Protection Association's Firewise USA program and CalFire's Landowners Assistance and wildfire preparedness informational tools. Provide links to these resources on the City's website by October 2022 and update annually, or as programs change or new programs become available.**	**Refer to each strategy in the Affirmatively Furthering Fair Housing (AFFH) program for specific timeframes.**	**The Housing Hotline receives complaints throughout the year and housing staff respond to substandard housing complaints and refer civil issues to Northern California Legal Services.**
Program 5-2 Transit Accessibility	**Meet with the Tahoe Transportation District by December 2022, and biannually thereafter, to assess if any new unmet transit needs have developed and, if so, will provide technical assistance in applying for state and federal funding for expansions and will assist in identifying at least two funding sources annually that could be used fund expansions.**	**Meet with the transportation district by December 2022 and biannually thereafter. Identify funding sources annually.**	**The City has continuously met with the Tahoe Transportation District to discuss transit service needs in the City. The City also conducted an analysis of the existing transit services and has implemented an on demand microtransit service to further meet needs.**
Program 6-1 Green Building Incentive Program	**The City shall continue to implement its green building incentive program that rewards developers for building green projects. The City shall also evaluate opportunities to provide additional incentives for green building projects.**	**Ongoing**	**This program is currently active; however, the City has not received much interest in the program. The program will be updated with the area plan amendments that the City is currently pursuing.**

Table D *(Cont.)*
Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Program 6-2 Energy Regulations	The City shall continue to require applicants for building permits to demonstrate compliance with the state energy conservation requirements at the time building plans are submitted. The City will also explore potential "Reach" codes that include energy efficiency measures beyond state requirements for new construction. In addition, the City will continue to implement appropriate Climate Action Plan strategies as they relate to housing.	Adopt Reach code by September 2023; other activities are ongoing	The City hired a consultant to develop the Reach code. This action is currrently in progress. City housing staff is working with the City Sustainability Manager to complete a solar project associated with grant of Affordable Housing and Sustainable Communities grant.
Program 6-3 Energy Conservation Assistance for Low-Income Households	The City shall consider including weatherization and energy conservation as eligible activities should housing rehabilitation efforts resume.	Ongoing	Not started yet.
Program 6-4 Energy Conservation	The City will provide information and refer eligible property owners to other programs offered by Liberty Utilities and nonprofit organizations and will refer interested individuals to energy rebate and conservation assistance programs offered by others and maintain information on these programs at City Hall.	Ongoing	The City has updated it's Housing website to include programs offered by Liberty Utilities including California Rates for Alternative Energy, Medical Baseline Allowance, Energy Savings Assistance, Low Income Energy Assistance, and Home Energy Assistance Programs.
Program 7-1 Maintaining Neighborhood Character	The City shall work with project proponents and community special interest groups to integrate affordable and workforce housing into existing neighborhoods—including smaller duplexes, triplexes, and accessory dwelling units—while addressing local concerns and maintaining the character and environmental quality of the surrounding area. The City will also work with TRPA to implement these objectives within the framework of the Regional Plan.	Meet with TRPA at least twice per year and ongoing	The City is working on new construction projects, ADU development and the Lease to Locals Program in order to integrate affordable and workforce housing into existing neighborhoods. The City also continues to participate in the TRPA Tahoe Living Working Group and actively provides input on recommended Code amendments to integrate affordable hosing and workforce housing in existing neighborhoods.

Table F

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

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

Activity Type	Units that Do Not Count Towards RHNA+ Listed for Informational Purposes Only				Units that Count Towards RHNA + Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1+. For detailed reporting requirements, see the chcklist here:
	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf
Rehabilitation Activity	22			22					
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income	22			22					

Table H
Locally Owned Surplus Sites

Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	**Street Address/Intersection**	**Existing Use**	**Number of Units**	**Surplus Designation**	**Parcel Size (in acres)**	**Notes**
Summary Row: Start Data Entry Below						
025-061-039	Segment of Martin Avenue and a small sliver south of Marie Ave. bridge upstream along Trout Creek	Vacant		Exempt Surplus Land	1.26	Exchange for state agency conservation use
025-061-037	Martin Ave. - 1st "Parcel" Upstream of Roadway	Vacant		Exempt Surplus Land	21.53	Exchange for state agency conservation use
025-081-013	Mid-Section with Confluence of Trout & Cold Creek.	Vacant		Exempt Surplus Land	57.07	Exchange for state agency conservation use
080-010-013	Outside City Limits & Borders Pioneer Trail	Vacant		Exempt Surplus Land	20.82	Exchange for state agency conservation use
025-091-012	Cold Creek Section with Lake Christopher	Vacant		Exempt Surplus Land	22.27	Exchange for state agency conservation use
080-020-008	Cold Creek Section Above Pioneer Trail	Vacant		Exempt Surplus Land	54.836	Exchange for state agency conservation use
023-685-001	2180 Washington Ave	Vacant		Surplus Land	0.22	
031-030-020	948 Link Road	Vacant		Surplus Land	1.22	
031-030-039	Link Road	Vacant		Surplus Land	2.23	
031-030-024	Link Road	Vacant		Exempt Surplus Land	0.08	Less than 5,000 sf
029-170-001	3900 Lake Tahoe Blvd	Vacant		Surplus Land	0.34	STRSA Long Range Property Management Plan
029-170-002	3908 Lake Tahoe Blvd	Vacant		Surplus Land	0.82	STRSA Long Range Property Management Plan
032-311-008	1180 Julie Lane	Vacant		Exempt Surplus Land	0.59	Exchange for other public agency use
032-314-012	1160 Industrial Avenue	Vacant		Exempt Surplus Land	1.57	Exchange for other public agency use
026-050-004	1160 Rufus Allen Blvd.	Public Facilities		Exempt Surplus Land	15	The City entered into an agreement with El Dorado County, dated February 22, 2022, which includes a land swap with the County of approximately 10.35 acres of this parcel in exchange for approximately 9.112 acres of County land for the construction of a new Multi-Generational Recreation Center. HCD confirmed exempt surplus land status under Gov. Code section 54421(f)(1)(D) in an email dated February 1, 2022.

Summary

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	68
	Non-Deed Restricted	0
Moderate	Deed Restricted	3
	Non-Deed Restricted	0
Above Moderate		54
Total Units		**125**

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
SFA	14	0	0
SFD	36	36	37
2 to 4	4	2	0
5+	0	82	0
ADU	5	5	0
MH	0	0	0
Total	**59**	**125**	**37**

Housing Applications Summary	
Total Housing Applications Submitted:	57
Number of Proposed Units in All Applications Received:	68
Total Housing Units Approved:	0
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	**Rental**	**Ownership**	**Total**
Very Low	0	0	0
Low	68	0	68
Moderate	0	0	0
Above Moderate	0	0	0
Total	68	0	68

Local Early Action Planning (LEAP) Reporting

(CCR Title 25 §6202)

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

Total Award Amount	$ 150,000.00

Total award amount is auto-populated based on amounts entered in rows 15-26.

Task	$ Amount Awarded	$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes
Consultant Retainment	$ 2,000.00	$2,000.00	Completed	None	
Project Management	$ 3,000.00	$3,000.00	Completed	None	
Housing Element Update	$ 145,000.00	$50,622.60	Completed	Local General Fund	Pending reimburment of $45,242.08

Completed Entitlement Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	3
	Non-Deed Restricted	0
Above Moderate		56
Total Units		**59**

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	68
	Non-Deed Restricted	0
Moderate	Deed Restricted	3
	Non-Deed Restricted	0
Above Moderate		54
Total Units		**125**

Certificate of Occupancy Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		37
Total Units		**37**

Resolution 2023-XXX

Adopted by the City of South Lake Tahoe
City Council

March 14, 2023

Declaring Surplus Land Inventory

BACKGROUND

A. Under the Surplus Land Act ("SLA"), Government Code Sections 54220-54234, surplus property is defined as land owned by any local agency no longer necessary for the agency's use.

B. Effective January 1, 2020, the SLA was amended to add requirements that local agencies must comply with prior to selling or leasing agency-owned property; and in April 2021, the California Department of Housing and Community Development adopted SLA Guidelines to implement and interpret the SLA. One of the requirements is to formally declare publicly owned property no longer necessary for the agency's use as surplus land and report this inventory of surplus land to HCD.

C. The City and South Lake Tahoe Successor Agency owns fifteen (15) properties located throughout the City, listed in Exhibit A, that are suitable for future disposition and development (the "Surplus Properties"); ten (10) of which qualify as "exempt surplus land" that need not follow certain notice and negotiation requirements prior to disposition.

D. The City intends to follow the provisions of the SLA in the disposition of public lands.

E. A declaration of surplus land and exempt surplus land, and the issuing of notices pursuant to the SLA for surplus land, is a process adopted in State law with the intent of ensuring the prioritization of affordable housing, including noticing and opportunity to respond, for affordable housing developers.

F. This declaration of surplus land and exempt surplus land does not obligate the City to subsequently dispose of the land and, depending on the response to the notices and other factors, the City could still decide not to move forward with disposition of specific properties.

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

1. Finds that the surplus properties and exempt surplus properties listed on Exhibit A are no longer necessary for the City's use, which findings are set forth in Exhibit A to this Resolution.

2. Finds and determine that this action results in no binding commitment by the City to authorize or advance the disposition of any of the surplus properties or exempt surplus properties; will not result in a direct or indirect physical change in the environment; and does not constitute an "approval" of a "project" pursuant to CEQA Guidelines Sections 15004 and 15352.

3. Authorizes the City Manager to issue Notices of Availability for the surplus properties that are compliant with the State SLA.

Adopted by the City of South Lake Tahoe City Council on March 14, 2023, by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Cristi Creegan, 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.

Exhibit A

Jurisdiction	South Lake Tahoe	
Reporting Period	2022	(Jan. 1 - Dec. 31)

NOTE: This table is meant to contain an invenory of ALL surplus/excess lands the reporting jurisdiction owns

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

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Table H
Locally Owned Surplus Sites

Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	Street Address/Intersection	Existing Use	Number of Units	Surplus Designation	Parcel Size (in acres)	Notes
Summary Row: Start Data Entry Below						
025-061-039	Segment of Martin Avenue and a small sliver south of Marie Ave. bridge upstream along Trout Creek	Vacant		Exempt Surplus Land	1.26	Exchange for state agency conservation use
025-061-037	Martin Ave. - 1st "Parcel" Upstream of Roadway	Vacant		Exempt Surplus Land	21.53	Exchange for state agency conservation use
025-081-013	Mid-Section with Confluence of Trout & Cold Creek.	Vacant		Exempt Surplus Land	57.07	Exchange for state agency conservation use
080-010-013	Outside City Limits & Borders Pioneer Trail	Vacant		Exempt Surplus Land	20.82	Exchange for state agency conservation use
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026-050-004	1160 Rufus Allen Blvd.	Public Facilities		Exempt Surplus Land	15	The City entered into an agreement with El Dorado County, dated February 22, 2022, which includes a land swap with the County of approximately 10.35 acres of this parcel in exchange for approximately 9.112 acres of County land for the construction of a new Multi-Generational Recreation Center. HCD confirmed exempt surplus land status under Gov. Code section 54421(f)(1)(D) in an email dated February 1, 2022.

Resolution 2023-004

Adopted by the City of South Lake Tahoe
Planning Commission

February 23, 2023

A RESOLUTION RECOMMENDING CITY COUNCIL ACCEPTANCE OF SURPLUS LAND INVENTORY

BACKGROUND

A. Under the Surplus Land Act ("SLA"), Government Code Sections 54220-54234, surplus property is defined as land owned by any local agency no longer necessary for the agency's use.

B. Effective January 1, 2020, the SLA was amended to add requirements that local agencies must comply with prior to selling or leasing agency-owned property; and in April 2021, the California Department of Housing and Community Development adopted SLA Guidelines to implement and interpret the SLA. One of the requirements is to formally declare publicly owned property no longer necessary for the agency's use as surplus land and report this inventory of surplus land to HCD.

C. The City and South Lake Tahoe Successor Agency owns fifteen (15) properties located throughout the City, listed in Exhibit A, that are suitable for future disposition and development (the "Surplus Properties"); ten (10) of which qualify as "exempt surplus land" that need not follow certain notice and negotiation requirements prior to disposition.

D. The City intends to follow the provisions of the SLA in the disposition of public lands.

E. A declaration of surplus land and exempt surplus land, and the issuing of notices pursuant to the SLA for surplus land, is a process adopted in State law with the intent of ensuring the prioritization of affordable housing, including noticing and opportunity to respond, for affordable housing developers.

F. This declaration of surplus land and exempt surplus land does not obligate the City to subsequently dispose of the land and, depending on the response to the notices and other factors, the City could still decide not to move forward with disposition of specific properties.

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

1. Recommends that the City Council find that the surplus properties and exempt surplus properties listed on Exhibit A are no longer necessary for the City's use, which findings are set forth in Exhibit A to this Resolution.

2. Recommends that the City Council find and determine that this action results in no binding commitment by the City to authorize or advance the disposition of any of the surplus properties or exempt surplus properties; will not result in a direct or indirect physical change in the environment; and does not constitute an "approval" of a "project" pursuant to CEQA Guidelines Sections 15004 and 15352.

3. Recommends that the City Council authorize the City Manager to issue Notices of Availability for the surplus properties that are compliant with the State SLA.

Adopted by the City of South Lake Tahoe Planning Commission on February 23, 2023 by the following vote:

Yes: Howard, Roberts, Speal and Wieczorek
Absent: Feiger

Natalia Wieczorek (Feb 27, 2023 08:41 PST)

Natalia Wieczorek, Chair

Date: Feb 27, 2023

Attest:

Sue Blankenship (Feb 27, 2023 08:35 PST)

Susan Blankenship, City Clerk

Date: Feb 27, 2023

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

Exhibit A

Jurisdiction	South Lake Tahoe	
Reporting Period	2022	(Jan. 1 - Dec. 31)

NOTE: This table is meant to contain an invenory of ALL surplus/excess lands the reporting jurisdiction owns

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

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Table H
Locally Owned Surplus Sites

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026-050-004	1160 Rufus Allen Blvd.	Public Facilities		Exempt Surplus Land	15	The City entered into an agreement with El Dorado County, dated February 22, 2022, which includes a land swap with the County of approximately 10.35 acres of this parcel in exchange for approximately 9.112 acres of County land for the construction of a new Multi-Generational Recreation Center. HCD confirmed exempt surplus land status under Gov. Code section 54421(f)(1)(D) in an email dated February 1, 2022.

Resolution 2023-003

Adopted by the City of South Lake Tahoe
Planning Commission

February 23, 2023

A RESOLUTION PURSUANT TO GOVERNMENT CODE SECTION 65400 RECOMMENDING CITY COUNCIL ACCEPTANCE OF THE GENERAL PLAN ANNUAL PROGRESS REPORT FOR 2022

BACKGROUND

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

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

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

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

E. The City is required to submit the General Plan Annual Progress Report, including the Housing Element Annual Progress Report, to the Governor's Office of Planning and Research and the Department of Housing and Community Development by April 1, 2023.

F. On February 23, 2023, the Planning Commission reviewed the General Plan Annual Progress Report for 2021 during its regularly scheduled meeting.

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

1. Resolves the General Plan Annual Progress Report provides a status report on each Element in the General Plan and is consistent with the guidelines issued by the Governor's Office of Planning and Research.

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

3. Recommends that the City Council accept the General Plan Annual Progress Report and submit the Report to the Governor's Office of Planning and Research and the California Department of Housing and Community Development by April 1, 2023.

Adopted by the City of South Lake Tahoe Planning Commission on February 23, 2023 by the following vote:

Yes: Howard, Roberts, Speal and Wierczorek
Absent: Feiger

Natalia Wieczorek (Feb 27, 2023 08:42 PST)

Date: Feb 27, 2023

Natalia Wieczorek, Chair

Attest:

Sue Blankenship (Feb 27, 2023 08:37 PST)

Date:

Sue 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 Planning Commission

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 14, 2023
Agenda Item #: 9

Agenda Item: Application to Tahoe Regional Planning Agency for Lake Tahoe Restoration Act Grant Funding up to $725,000 for Tahoe Valley Stormwater & Greenbelt Improvement Project, Phase 2

Executive Summary: Tahoe Valley, Phase 2 construction plans, permitting, and property acquisitions are complete. Public Works staff is actively seeking enough construction funding to bid, award, and construct Phase 2 of the Tahoe Valley project. TRPA is administrating the award and distribution of Lake Tahoe Restoration Act grant funding and has indicated the City qualifies for a $725,000 implementation grant to fund water quality improvements proposed with the Tahoe Valley, Phase 2 project. The grant requires a 20 percent local match contribution ($145,000). The anticipated construction schedule proposes to complete Phase 2 construction in 2024.

Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Director of Public Works to file an application for a TRPA administrated Lake Tahoe Restoration Act grant for watershed improvements and acceptance of the award of up to $725,000 with a 20% local match contribution of $145,000 for the Tahoe Valley Stormwater & Greenbelt Improvement Project, Phase 2.
CEQA Determination: A Mitigated Negative Declaration (MND) for the Tahoe Valley Stormwater & Greenbelt Improvement Project (Tahoe Valley) was adopted by the Planning Commission in May 2019. This action is within the scope of the MND and no further environmental review is required under CEQA Guidelines section 15162.
Responsible Staff Members: Stan Hill, Engineering Manager and Jason Burke, Complete Streets Project Manager

Responsible Staff Member: Stan Hill, Engineering Manager
Jason Burke, Complete Streets Project Manager

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

Attachments:

01-Staff Report - LTRA Grant.docx
02-Project Location Map.pdf
03-Resolution - LTRA Grant.docx

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

Meeting Date: March 14, 2023

Title: Authorization to Apply for Grant for Tahoe Valley Stormwater and Greenbelt Improvement Project, Phase 2

Location: Tahoe Valley drainage watershed, inclusive to the "Greenbelt" area located behind The Crossing (AKA "factory stores") at the South Y and the drainage watershed extending between west F Street down to Tahoe Keys Blvd (see Attachment 02 - Project Location Map)

Responsible Staff Member: Stan Hill, Engineering Manager (530) 542-6039
Jason Burke, Complete Streets Program Manager (530) 542-6038

Background: Based on the results of community participation, visioning and planning enabled under the Regional Plan Town-Center goals, City Council adopted the Tahoe Valley Area Plan on June 2, 2015, which includes the Tahoe Valley Greenbelt and Stormwater Improvement Project (Tahoe Valley) as a vital community and environmental improvement project. Based on feedback from the public received during the Area Plan process, and subsequent design meetings and public survey for the Greenbelt area, the project has been developed to provide the following benefits requested by the community and stakeholders:

- Improved connectivity for bicyclists and pedestrians between neighborhoods and Town Center amenities, including bridges over flooded portions of the trails
- Safety lighting that is dark sky compatible and improves safety for active transportation
- Area-wide stormwater treatment compliance to facilitate commercial and attainable housing development on Area Plan Town-Center parcels
- Public gathering space for public art and educational signage to provide enhanced amenities for increased residential development in and around the Town-Center
- New community park improvements and features to serve residents and visitors
- New bicycle and pedestrian path connections to the Y area and public gathering space to facilitate private investment on adjacent commercial and residential properties
- Expanded floodplain and Stream Environment Zone (SEZ) riparian habitat to provide for increased climate resiliency
- Natural treatment, permeable pavements, and source control to reduce sediment and nutrients carried in urban stormwater runoff, as required by the Lake Tahoe Total Maximum Daily Load (TMDL) and associated Municipal Stormwater Permit.

Due to the size and diversity of the overall project, the City has split the project into two phases in order to secure funding from a variety of eligible and applicable funding sources. Phase 1 consists of stormwater and water quality improvement work within the Bonanza neighborhood and downstream between James Avenue at 3rd Street and Tahoe Keys Blvd.

Phase 2 consists of the Central Greenbelt Area (behind the Crossings) spanning between Emerald Bay Road at B Street down to Highway 50 at 4th Street.

Public Works has acquired sufficient funding to construct Phase 1. Phase 1 construction was bid and awarded to the lowest responsible and responsive bidder, Herback General Engineering in September 2022. Work activity on Phase 1 is currently in winter suspension and will resume this spring. Improvements within Phase 1 include a new stormwater collection and conveyance system, water quality treatment basins, and a mill and overlay of the street pavement surfaces affected by construction. Phase 1 construction is scheduled to be complete before the end of October 2023.

The central greenbelt portion of the Project (Phase 2) consists of public park amenities in upland areas located adjacent to areas of expanded SEZ restoration, and a 'mountain meadow' themed meandering stormwater treatment system. Phase 2 includes new bicycle and pedestrian trails, boardwalk bridges over existing SEZ, dark-sky compatible trail lighting, public gathering places, and future public art locations. Public Works is still seeking construction funding to complete Phase 2 improvements.

Issue and Discussion: Public Works is seeking construction funding to complete Phase 2 improvements. During the year 2022, Public Works submitted two grant applications requesting the entire estimated construction budget but were not successful with acquiring a grant funding award. Public Works will be submitting grant applications this year to request grant funding for the balance of the Phase 2 unsecured construction budget balance.

Any grant funding and local match contribution will provide applicable leverage to any other grant application submittal. For instance, instead of requesting $5 million of grant funding, a request for $4 million or less could have a positive effect during panel scoring of a grant application. Furthermore, a project partially funded is indicative of support and approval by other funding agencies. Therefore, acquiring an additional $725,000 in grant funding for Tahoe Valley, Phase 2 will help reach the construction budget goal.

Financial Implications: TRPA has notified Public Works of a possible grant funding opportunity applicable to the Tahoe Valley, Phase 2 project. A grant in the sum of $725,000 with a 20% local match requirement is highly likely upon acquiring City Council authorization to submit an application for the Lake Tahoe Restoration Act (LTRA) grant program. The LTRA grant and local match in the amount of $145,000 will contribute to the Phase 2 construction budget and enable to City to leverage upwards, the needed $7 million of construction budget. Table 1 lists existing and proposed Tahoe Valley, Phase 2 construction budget.

TABLE 1 – Phase 1 Funding Status

Funding Source	Status of Funding	Amount of Funding
State Water Resources Control Board (SWRCB), Prop. 1	Secured & Appropriated	$2,353,906
City Local Match to SWCB Prop. 1 Grant	Approved & Appropriated	$249,542
TRPA Mitigation Funds	Approved & Appropriated	$60,986
Lake Tahoe Restoration Act Grant (LTRA) - TRPA	Pending Authorization	$725,000
LTRA Grant Local Match Contribution	Pending Authorization	$145,000

Total Construction Funding Budget (Pending Authorization to Submit LTRA Grant Application.): **$3,534,434**

Estimated Construction Cost of Tahoe Valley, Phase 2: $7,610,253

Balance of Construction Budget Needed to Construct Tahoe Valley, Phase 2: **$4,075,819**

Upon City Council authorization to submit an application to TRPA for the LTRA grant funding, the Finance Department will place the 20% local match of $145,000 into the General Fund Grant Match Set Aside account. Considering the $725,000 LTRA grant award is highly likely, Public Works is requesting City Council authorize the Director of Public Works to execute the grant agreement upon review and approval of

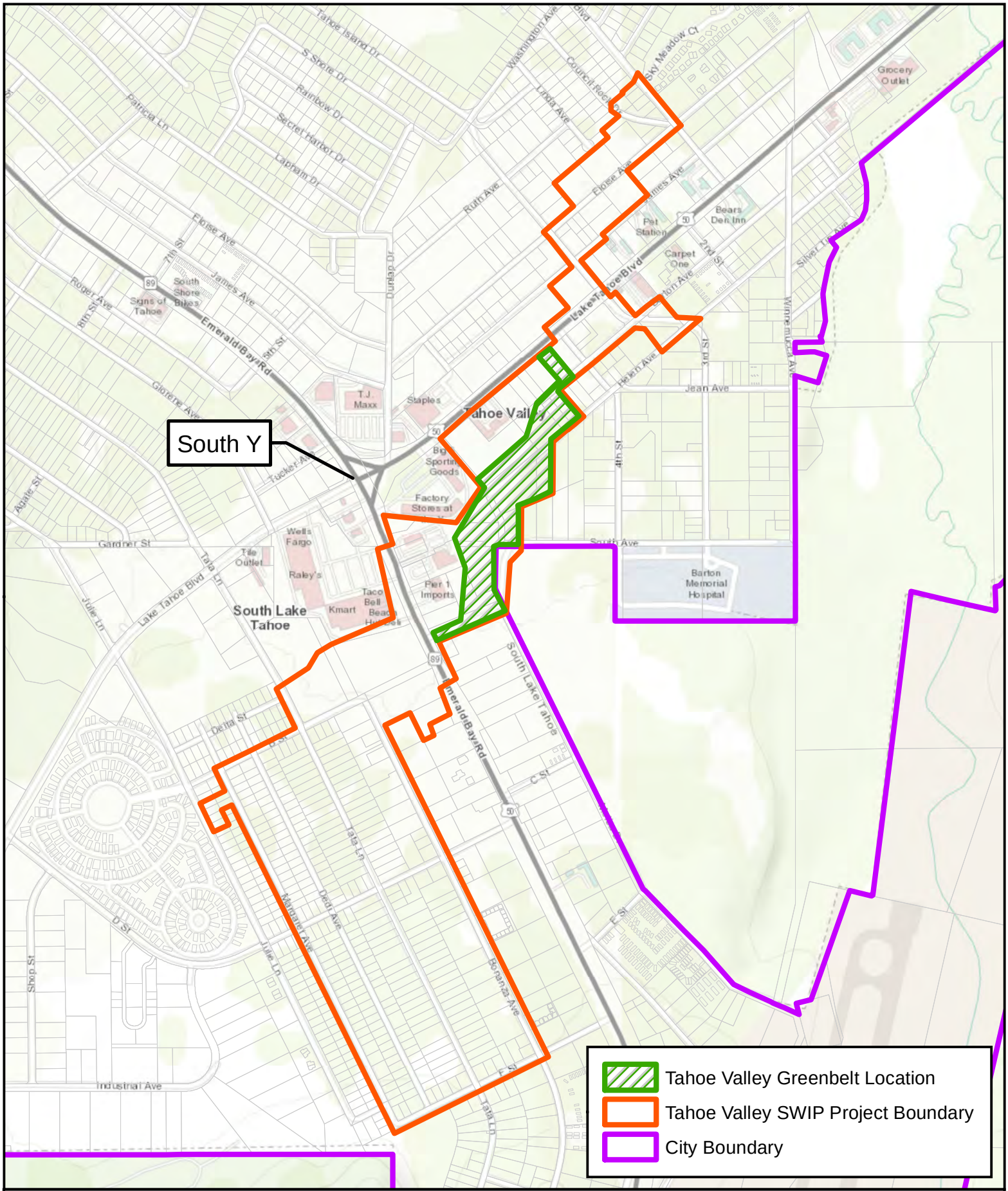
the City Attorney, to accept the grant funding, and to authorize the appropriation of the $725,000 and the $145,000 in City local match contribution to the Tahoe Valley Stormwater & Greenbelt Improvement Project construction account (301-40030-48030) by approving and adopting the resolution included with this City Council Agenda Consent Calendar item.

Environmental Considerations: The Planning Commission adopted the CEQA Mitigated Negative Declaration for the Greenbelt and Stormwater Improvement Project on May 9, 2019, SCH# 20190292152. The Project TRPA and Lahontan permitting is completed and ready for construction of the Project improvements. The current action is within the scope of the MND and no further environmental review is required under CEQA Guidelines section 15162.

Policy Implications: Completing project improvements will assist with meeting the sediment and nutrient reductions mandated by the Lake Tahoe Total Maximum Daily Load (TMDL) program. Fulfilling mandated TMDL reduction goals will assist with maximizing residential housing allocations under TRPA Code section 50.5.2.E.2 (Distribution and Administration of Residential Allocations – TMDL Implementation). The Project advances the City Council Strategic Priorities and Goals, specifically:

- **Action Item 1.4 (Transportation)** to prioritize implementation of mixed-use recreational trails and Class 1 bike trails and closing gaps in the bicycle trail system.
- **Action Item 2.3 (Connectivity)** to facilitate implementation of trail infrastructure prioritizing the connection of bicycle and walking trails, from neighborhoods near the Greenbelt to the South Y commercial area and beyond.
- **Action Item 5.3 (Infrastructure and Maintenance)** by actively seeking funding to develop sustainable infrastructure projects, based on the prioritized capital improvement project list.

The project will also provide greenhouse gas reduction benefits, providing progress on Action #WB-1 of the 2020 Climate Action Plan: Improve bicycle and pedestrian networks.



CITY OF SOUTH LAKE TAHOE

Department of Public Works - Engineering Division

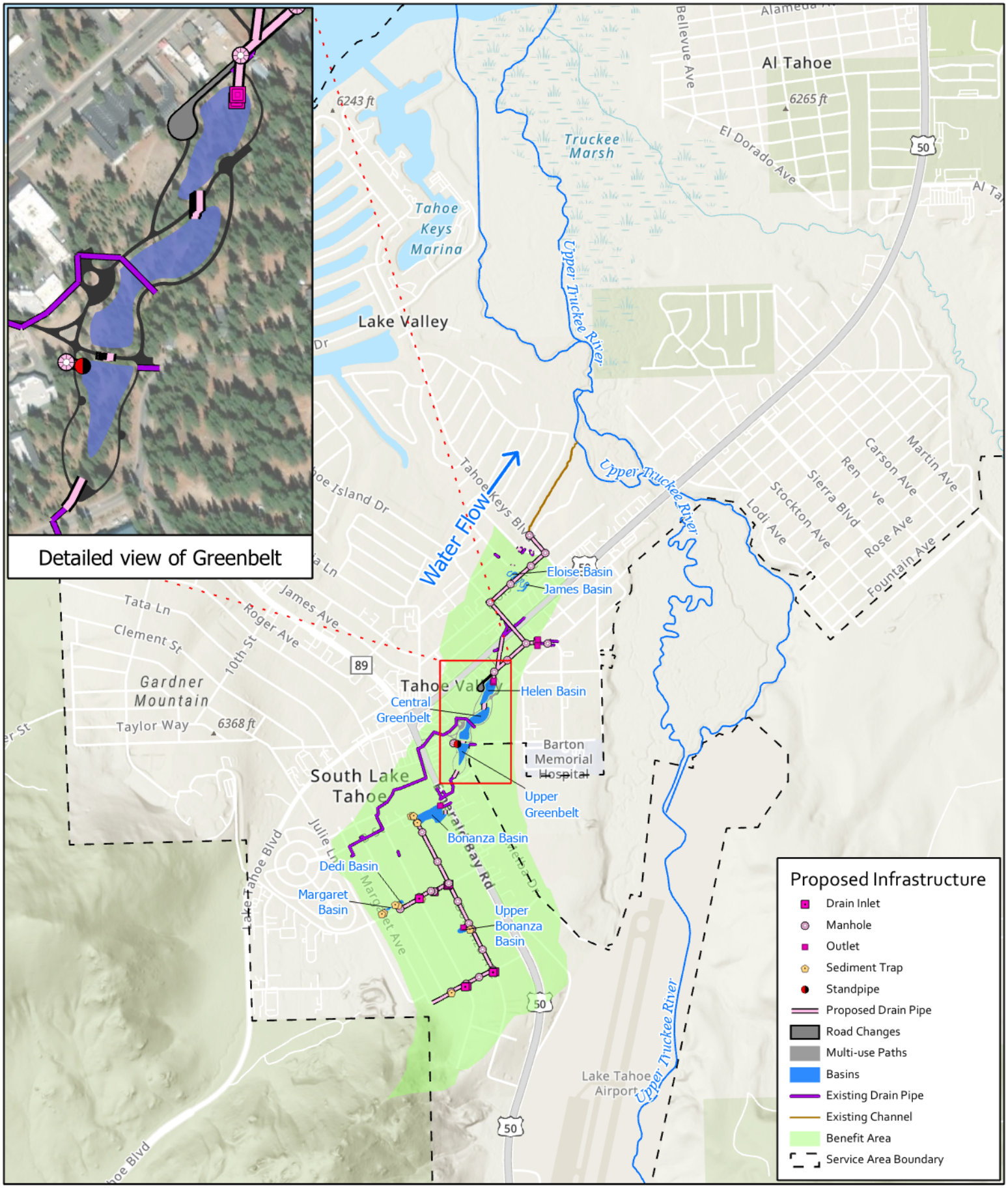
Tahoe Valley Storm Water Improvement Project Area Map

N

0 500 1,000

Feet

Document Path: \\sltpublicworks\public works\GIS files\Projects\Engineering\TahoeValleyGreenbelt\TahoeValleyGreenbeltProjectMap.mxd



CITY OF SOUTH LAKE TAHOE

Tahoe Valley Stormwater and Greenbelt Improvement Project
Stormwater Treatment and Benefit Areas

Public Works Department - Engineering

N

0 800 2,000 2,000 3,000 Feet

Path: J:\GIS files\Projects\Engineering\TahoeValleyGreenbelt\TahoeValleyGreenbelt.aprx | Layout: TVG DAC Project Map | Date Exported: 7/1/2020

Resolution 2023-XXX

Adopted by the City of South Lake Tahoe
City Council

March 14, 2023

TRPA Lake Tahoe Restoration Act Grant Application and Award

BACKGROUND

A. The Tahoe Valley Stormwater and Greenbelt Improvement Project (EIP # 01.01.01.0033) is included on the priority list for watershed and water quality improvement projects within the Lake Tahoe basin.

B. The Tahoe Regional Planning Agency (TRPA) has indicated a probable award of $725,000 in Lake Tahoe Restoration Act grant funding to the City for the Tahoe Valley Stormwater and Greenbelt Improvement Project (Tahoe Valley) for watershed improvements leading to water quality enhancement and improvements to riparian habitat.

C. The City of South Lake Tahoe desires to apply, and upon award, enter into an agreement with TRPA to complete construction of the Tahoe Valley project.

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

1. Approves the filing of an application for a TRPA administrated Lake Tahoe Restoration Act grant for watershed improvements and authorizes acceptance of the award of up to $725,000 with a 20% local match contribution of $145,000.
2. Certifies that the City of South Lake Tahoe has or will have sufficient funds to operate and maintain the project.
3. Certifies that said applicant will expend grant funds in accordance with the Grant Agreement between the TRPA and the City of South Lake Tahoe.
4. Appoints the Director of Public Works or a designee to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project.
5. Following execution of the approved grant agreement, accepts the grant funds and authorizes the Finance Director to create a new revenue object code and appropriate funds into the Tahoe Valley budget as follows:

REVENUE

301-40030 Revenue (36300) Transfer in from General Fund Grant Match Set Aside (+) $145,000
301-40030 Revenue (to be created) Lake Tahoe Restoration Act Grant (+) $725,000

EXPENSE

301-40030 Expense (48030) – Tahoe Valley Stormwater & Greenbelt Project - Construction (+) $870,000

Adopted by the City of South Lake Tahoe City Council on March 14, 2023, by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Cristi Creegan, Mayor

Attest:

_____
Susan Blankenship, City Clerk

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

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 14, 2023
Agenda Item #: 10

Agenda Item: Acceptance of Grant for Officer Wellness and Mental Health from California Board of State and Community Corrections for $28,000

Executive Summary: The California Board of State and Community Corrections is administering an Officer Wellness and Mental Health grant to agencies throughout the state. The City of South Lake Tahoe Police Department has been allocated $28,000 which is scheduled to be distributed by February 15, 2023. The funding is for establishing or expanding officer wellness and/or peer support units, and other uses related to officer wellness.

Requested Action / Suggested Motions: Pass a Resolution authorizing acceptance of an Officer Wellness and Mental Health Grant from the California Board of State and Community Corrections and appropriate grant amount of $28,000.
Responsible Staff Member: David Stevenson, Chief of Police

Responsible Staff Member: David Stevenson, Chief of Police

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

Attachments:

01-Staff_Report_-_California_Board_of_State_and_Community_Corrections_Grant.docx
02-Resolution_-_California_Board_of_State_and_Community_Corrections_Grant.docx
03-California Board of State and Community Corrections Distribution List
04-BSCC Officer Wellness Grant Memo.pdf

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

Meeting Date: March 14, 2023

Title: California Board of State and Community Corrections Officer Wellness and Mental Health Grant

Location: Police Department

Responsible Staff Member: David Stevenson, Police Chief

Background: The California Board of State and Community Corrections is administering an Officer Wellness and Mental Health Grant Program which was established in the 2022 Budget Act (Assembly Bill 178, Chapter 45, Statutes of 2022), which provides $50 million for city and county law enforcement agencies in California for the purpose of improving officer wellness and expanding mental health resources.

The funding can be used for:

- Establishing or expanding officer wellness units
- Establishing or expanding peer support units
- Services provided by a licensed mental health professional, counselor or other professional that works with law enforcement
- Expanding multiagency mutual aid programs focused on officer wellness and mental health
- Other programs and services that are evidence-based or have a successful track record of enhancing officer wellness

Receiving agencies are required to complete a “brief” annual expenditure report. The funds are required to be expended by December 1, 2025 with a final impact report describing how it was used and demonstrate the impact of it.

Issue and Discussion: Officer wellness and mental health of all Police employees is an important goal for the Police Department. In November of 2022 the Police Department created a “wellness committee”. The goal of the committee is to look and all aspects of Police employee wellness and all services available to create a comprehensive wellness program. The committee is looking to make it a peer support based program. The committee has had 2 meetings and is attending a 3 day officer wellness training in March. The committee also intends to send members to POST approved “peer support” training. This funding will be used for these trainings and other direct services as part of a wellness program.

Financial Implications: There will be no impact to the general fund. This is a one-time direct funded grant from the BSCC. Funding has not been received yet but is supposed to arrive no later than 2/15/23. If approved by City Council, and once funding is received, the current FY budget in account 100 02110 should be amended in amounts as follows:

Revenue:	#33229	$28,000.00	
Expenditures:	#42020 (Professional Services)		$18,000.00
	#44060 (Training)		$10,000.00

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 grant is consistent with the policies and goals of the Police Department.

Resolution 2023- XXX

Adopted by the City of South Lake Tahoe
City Council

March 14, 2023

Authorizing acceptance of an Officer Wellness and Mental Health Grant from the California Board of State and Community Corrections and budget in current FY the amount of $28,000

BACKGROUND

A. The California Board of State and Community Corrections is administering and funding an Officer Wellness and Mental Health Grant Program in the amount of $28,000.00 to the City of South Lake Tahoe.

B. The Police Department is committed to developing a police employee wellness program and is requesting acceptance and budget of these funds to support it.

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

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

2. Approves receiving and budget of these grant funds in the amount of $28,000.00 into the current FY budget to account 100 02110 as follows:

• Revenue:	#33229	$28,000.00
• Expenditures:	#42020	$18,000.00
	#44060	$10,000.00

Adopted by the City of South Lake Tahoe City Council on March 14, 2023 by the following vote: Yes:
No:
Absent:
Abstain:

_____ Date: _____
Cristi Creegan, 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.

COUNTY	AGENCY NAME	AWARD AMOUNT
DEL NORTE COUNTY	CRESCENT CITY PD	$ 15,000.00
DEL NORTE COUNTY	DEL NORTE COUNTY SO	$ 15,000.00
EL DORADO COUNTY	EL DORADO CO SO	$ 117,247.80
EL DORADO COUNTY	PLACERVILLE PD	$ 15,000.00
EL DORADO COUNTY	SOUTH LAKE TAHOE PD	$ 28,000.00
FRESNO COUNTY	CLOVIS PD	$ 73,718.68
FRESNO COUNTY	COALINGA PD	$ 15,000.00
FRESNO COUNTY	FIREBAUGH PD	$ 15,000.00
FRESNO COUNTY	FOWLER PD	$ 15,000.00
FRESNO COUNTY	FRESNO CO SO	$ 288,555.97
FRESNO COUNTY	FRESNO PD	$ 557,453.63
FRESNO COUNTY	HURON PD	$ 15,000.00
FRESNO COUNTY	KERMAN PD	$ 25,000.00
FRESNO COUNTY	KINGSBURG PD	$ 20,000.00
FRESNO COUNTY	MENDOTA PD	$ 15,000.00
FRESNO COUNTY	ORANGE COVE PD	$ 15,000.00
FRESNO COUNTY	PARLIER PD	$ 15,000.00
FRESNO COUNTY	REEDLEY PD	$ 25,000.00
FRESNO COUNTY	SANGER PD	$ 28,000.00
FRESNO COUNTY	SELMA PD	$ 28,000.00
GLENN COUNTY	GLENN CO SO/CORONER	$ 30,891.64
GLENN COUNTY	ORLAND PD	$ 15,000.00
HUMBOLDT COUNTY	ARCATA PD	$ 20,000.00
HUMBOLDT COUNTY	EUREKA PD	$ 28,000.00
HUMBOLDT COUNTY	FERNDALE PD	$ 15,000.00
HUMBOLDT COUNTY	FORTUNA PD	$ 15,000.00
HUMBOLDT COUNTY	HUMBOLDT CO SO	$ 128,481.13
HUMBOLDT COUNTY	RIO DELL PD	$ 15,000.00
IMPERIAL COUNTY	BRAWLEY PD	$ 20,000.00
IMPERIAL COUNTY	CALEXICO PD	$ 20,000.00
IMPERIAL COUNTY	CALIPATRIA PD	$ 15,000.00
IMPERIAL COUNTY	EL CENTRO PD	$ 28,083.31
IMPERIAL COUNTY	IMPERIAL CO SO	$ 63,187.44
IMPERIAL COUNTY	IMPERIAL PD	$ 15,000.00
IMPERIAL COUNTY	WESTMORLAND PD	$ 15,000.00
INYO COUNTY	BISHOP PD	$ 15,000.00
INYO COUNTY	INYO COUNTY SO	$ 28,000.00
KERN COUNTY	ARVIN PD	$ 15,000.00
KERN COUNTY	BAKERSFIELD PD	$ 305,405.96
KERN COUNTY	BEAR VALLEY PD	$ 15,000.00
KERN COUNTY	CALIFORNIA CITY PD	$ 15,000.00
KERN COUNTY	DELANO PD	$ 33,699.97
KERN COUNTY	KERN COUNTY SO	$ 501,989.10
KERN COUNTY	MCFARLAND PD	$ 15,000.00
KERN COUNTY	RIDGECREST PD	$ 25,000.00
KERN COUNTY	SHAFTER PD	$ 25,000.00
KERN COUNTY	STALLION SPRINGS PD	$ 15,000.00
KERN COUNTY	TAFT PD	$ 15,000.00
KERN COUNTY	TEHACHAPI PD	$ 15,000.00
KINGS COUNTY	AVENAL PD	$ 15,000.00
KINGS COUNTY	CORCORAN PD	$ 15,000.00
KINGS COUNTY	HANFORD PD	$ 42,827.04

DATE: December 21, 2022

TO: Police Chiefs and Sheriffs

FROM: Linda Penner, Chair

SUBJECT: **OFFICER WELLNESS AND MENTAL HEALTH GRANT AWARD**

I am pleased to let you know that the BSCC has begun processing the Officer Wellness and Mental Health grants, which were included in the Budget Act of 2022. All eligible law enforcement agencies will receive their payment by February 15, 2023. This memorandum provides further information about the purposes of the grant, and requests your assistance in identifying the person in your agency who will be responsible for required data reporting.

This disbursement is being made in accordance with Assembly Bill 178, Chapter 45, Statutes of 2022, Item 5227-121-0001. This funding is available to all city and county law enforcement agencies employing officers described in Section 830.1 of the Penal Code. The Officer Wellness grant is for the purpose of improving officer wellness and expanding mental health sources as follows:

1. Establishing officer wellness units or expanding existing officer wellness units.
2. Establishing peer support units or expanding peer support units.
3. Services provided by a licensed mental health professional, counselor, or other professional that works with law enforcement.
4. Expanding multiagency mutual aid programs focused on officer wellness and mental health.
5. Other programs or services that are evidence based or have a successful track record of enhancing officer wellness.

For further information about this funding and to identify the amount of funding allocated to your agency, please visit the Board of State and Community Corrections' webpage for the Officer Wellness and Mental Health Grant available at https://www.bscc.ca.gov/officer-wellness-and-mental-health-grant-program/.

Provision 2 of the Budget Act requires each grant recipient to submit an expenditure report and a final impact report no later than December 1, 2025. Additionally, grant recipients will submit a brief annual expenditure report. Reports will be provided to the Commission on Peace Officer Standards and Training (POST). Detailed information regarding reporting requirements and reporting requirement webinars will be sent out in early 2023.

Please send the name and email address of the individual(s) within your agency who will be responsible for the implementation and reporting requirements for this grant to OfficerWellnessGrant@bscc.ca.gov by February 28, 2023 so they may receive additional information regarding detailed reporting requirements, webinars, and deadlines.

If you have any questions regarding this funding distribution, please email OfficerWellnessGrant@bscc.ca.gov and a BSCC staff member will respond.

Sincerely,

LINDA PENNER
Chair
Board of State & Community Corrections

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 14, 2023
Agenda Item #: 11

Agenda Item: Parking Ambassador Allocation Increase

Executive Summary: In September 2022, City Council approved the creation of a "Parking Ambassador" position and authorized two full-time Parking Ambassador positions. In order to meet the needs of parking enforcement throughout the City, including during snow removal operations, in neighborhoods during busy weekends, and in the parking management area including the Village Center (Raley's) parking lot, the City Parking Garage, and the paid parking on Bellamy Court, the Police Department is requesting two more Parking Ambassadors (for a total of four (4)). These new positions will be funded 50 percent by parking garage revenue and 50 percent by parking ticket revenue.

Requested Action / Suggested Motions: Pass a Resolution authorizing amendment to FY 2022-2023 List of Allocated Permanent Positions adding two Parking Ambassadors and approving corresponding adjustments to FY 2022-2023 budget.
Responsible Staff Member: David Stevenson, Chief of Police

Responsible Staff Member: David Stevenson, Chief of Police

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

Attachments:

01-REPORT_Parking_Ambassador_Allocation_Increase_031423.docx
02-Resolution_-_Parking_Ambassador_Allocation_Increase.docx
3-Position Allocation 22-23 Feb 2023 (Exh. 1 to reso).pdf

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

Meeting Date: March 14, 2023

Title: Parking Ambassador Allocation Increase

Location: Police Department

Responsible Staff Member: Chief David Stevenson, (530) 545-2765

Background:
At the City Council meeting of September 20, 2022, the Parking Ambassador position was created and approved by Council, and two full time parking ambassador positions were allocated.

Issue and Discussion: This winter has revealed the need for increased parking management and enforcement resources throughout the city. We need more parking enforcement during snow removal operations to support Public Works so that cars illegally parked in the right-of-way during snow removal operations can be promptly ticketed and towed, and general parking enforcement throughout the city, especially in neighborhoods impacted by illegal parking on busy travel weekends. The City is responsible for providing parking enforcement in the parking management area that includes the City's parking garage, the paid parking on Bellamy court, and the Village Center (Raley's) parking lot. The parking garage needs regular attention to ensure we are providing a reliable, safe, and efficient experience for guests, and Parking Ambassadors will be essential for this.

In order to create a more robust parking education and enforcement program, two more Parking Ambassadors are necessary. The Police Department is requesting to add two more allocated positions to the Parking Ambassadors (for a total of four (4) FTE's).

The Police Department has hired one Parking Ambassador and is in process of hiring another. There are other qualified applicants and adding these positions will allow us to move forward hiring them.

Financial Implications: The fully burdened annual cost for one step 3 Parking Ambassador is $95,206.00 ($190,412.00 for two). It's anticipated funding for two more positions for the current FY (22/23) will need one half of that cost, approximately $95,206.00. This additional funding will be added through the mid-year budget adjustment process on March 14th, 2023.

Funding for the two new positions will be 50% from Parking Garage Revenue and 50% from parking citation revenue. Collected parking citation revenue alone from October 2022 through January 2023 was $135,484.00.

It is anticipated future funding for these positions will continue to be supported through parking ticket revenue and parking garage revenue and will be reviewed annually through the City's budget process.

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: These proposed personnel allocations support the following strategic priorities:

1.4 Transportation
Action Item 1 – Paid Parking and Enhanced Enforcement
Action Item 3 – Evaluation of City-Wide parking management strategies

4.3 Resident retention and workforce development
Action Item 2 – Develop career pipelines to the City

5.1 Public Safety – Snow Removal Operations

Resolution 2023- XXX

Adopted by the City of South Lake Tahoe
City Council

March 14, 2023

Authorizing amendment to FY 2022-2023 list of Allocated Permanent Positions adding two Parking Ambassadors and approving corresponding adjustment to FY 2022-2023 budget

BACKGROUND

A. The City of South Lake Tahoe is responsible for parking education and enforcement at the Village Shopping Center, the City owned parking garage on Bellamy, and all City streets including neighborhoods impacted by illegal parking on busy travel weekends and in support of City snow removal operations.

B. The City Council approved and allocated two Parking Ambassador Positions in September of 2022.

C. The Police Department is requesting two more allocated Parking Ambassador Positions to support parking education and enforcement efforts in the city.

D. Budget supporting these two new positions is outlined in the staff report supported by Parking Garage revenue (50%) and parking citation revenue (50%).

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

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

2. Authorizes amendment to the FY 22/23 List of Allocated Permanent Positions for Parking Ambassador increasing from 2 FTE's to 4 FTE's (attached hereto as Exhibit 1).

3. Authorizes amendment to the FY 22/23 budget to support these positions from Parking Garage revenue (50%) and Parking Citation Revenue (50%) in amount up to $95,206.00 to be included with the mid-year budget amendment scheduled for City Council meeting on March 14th 2023.

Adopted by the City of South Lake Tahoe City Council on March 14, 2023 by the following vote:
Yes:
No:
Absent:
Abstain:

_____

Cristi Creegan, Mayor

Date: _____

Attest:

_____

Susan Blankenship, City Clerk

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

Allocated Permanent Positions

Department/Positions			Authorized/ Appropriated Positions 21/22 Adopted	Authorized/ Appropriated Positions thru May'22	Authorized/ Appropriated Positions 22/23 Adopted	Authorized/ Appropriated Positions thru Feb'23	Authorized/ Frozen Positions 22/23 Budget
CITY COUNCIL							
Council Member	*(Elected)*	**Department Total**	**5.00**	**5.00**	**5.00**	**5.00**	**0.00**
CITY CLERK							
City Clerk	*(Elected)*		1.00	1.00	1.00	1.00	
Assistant City Clerk			1.00	1.00	1.00	1.00	
		Department Total	**2.00**	**2.00**	**2.00**	**2.00**	**0.00**
CITY TREASURER							
City Treasurer	*(Elected)*	**Department Total**	**1.00**	**1.00**	**1.00**	**1.00**	**0.00**
CITY MANAGER DEPARTMENT							
City Manager			1.00	1.00	1.00	1.00	
Assistant City Manager			0.00	0.00	0.75	0.75	
Communications Manager			0.00	0.00	0.00	0.00	
Assistant to the City Manager I			1.00	1.00	0.25	0.25	
Assistant to the City Manager II			1.00	1.00	0.25	0.25	
Executive Assistant to the City Manager			0.00	0.00	0.00	0.00	
Communications and Project Specialist			1.00	1.00	1.00	1.00	
Sustainability Coordinator			1.00	1.00	1.00	1.00	
			5.00	5.00	4.25	4.25	
Human Resources							
Human Resources Manager			0.00	0.00	1.00	1.00	
Principal &/or H.R. Analyst			1.00	1.00	1.00	1.00	
Administrative Clerk			0.00	0.00	0.00	0.00	
		Total	1.00	1.00	2.00	2.00	0.00
		Department Total	**6.00**	**6.00**	**6.25**	**6.25**	**0.00**
CITY ATTORNEY							
City Attorney			1.00	1.00	1.00	1.00	
Assistant City Attorney			1.00	1.00	1.00	1.00	
Risk Manager			1.00	1.00	1.00	1.00	
Paralegal			1.00	1.00	1.00	1.00	
		Department Total	**4.00**	**4.00**	**4.00**	**4.00**	**0.00**
FINANCE DEPARTMENT							
Director of Administrative Services			0.00	0.00	0.00	0.00	
Director of Finance			1.00	1.00	1.00	1.00	
		Total	1.00	1.00	1.00	1.00	0.00
Financial Services							
Financial Services Manager			0.00	0.00	0.00	0.00	
Financial Services Supervisor			1.00	1.00	1.00	1.00	
Accountant I, II			1.00	1.00	1.00	1.00	
Accountant I / Payroll Coordinator			1.00	1.00	1.00	1.00	
Associate Management Analyst - Grants			0.00	0.00	0.00	0.00	
Principal Management Analyst - Purchasing and Grants			1.00	1.00	1.00	1.00	
		Total	4.00	4.00	4.00	4.00	0.00
Revenue							
Accounting Technician I, II			2.00	2.00	2.00	2.00	
Supervising Accounting Technician			1.00	1.00	1.00	1.00	
Accountant I/II			1.00	1.00	1.00	1.00	
		Total	4.00	4.00	4.00	4.00	0.00

Allocated Permanent Positions

Department/Positions	Authorized/ Appropriated Positions 21/22 Adopted	Authorized/ Appropriated Positions thru May'22	Authorized/ Appropriated Positions 22/23 Adopted	Authorized/ Appropriated Positions thru Feb'23	Authorized/ Frozen Positions 22/23 Budget
FINANCE DEPARTMENT (CONTINUED)					
Information Systems					
Information Systems Supervisor	1.00	1.00	1.00	1.00	
Network Systems Administrator	1.00	1.00	1.00	1.00	
Information Systems Technician	1.00	1.00	1.00	1.00	
Total	3.00	3.00	3.00	3.00	0.00
Department Total	**12.00**	**12.00**	**12.00**	**12.00**	**0.00**
DEVELOPMENT SERVICES DEPARTMENT					
Director of Development Services	1.00	1.00	1.00	1.00	
Associate Management Analyst	0.00	0.00	0.00	0.00	
Administrative Clerk I, II	1.00	1.00	1.00	1.00	
Total	2.00	2.00	2.00	2.00	0.00
Planning					
Planning Manager/Environmental Planner	1.00	1.00	1.00	1.00	
Associate Planner, Assistant Planner	2.00	2.00	2.00	2.00	
Sr. Planner (2 year limited term)	0.00	0.00	1.00	1.00	
Development Services Technician	0.00	0.00	0.00	0.00	1.00
Total	3.00	3.00	4.00	4.00	1.00
Housing					
Housing Manager	1.00	1.00	1.00	1.00	
Associate Planner, Assistant Planner- Housing	1.00	1.00	1.00	1.00	
Associate Management Analyst	0.00	0.00	1.00	1.00	
	2.00	2.00	3.00	3.00	0.00
Building and Safety					
Building Official	1.00	1.00	1.00	1.00	
Pr Bldg & Sr Bldg Inspector, Bldg Inspector, Hsng Insp.	4.00	4.00	4.00	4.00	
Sr. Building Inspector - VHR (limited term)	0.00	0.00	0.00	0.00	
Sr. Permit Center Technician, Permit Center Technician	2.00	2.00	2.00	2.00	
Program Coordinator	1.00	1.00	0.00	0.00	
Total	8.00	8.00	7.00	7.00	0.00
Department Total	**15.00**	**15.00**	**16.00**	**16.00**	**1.00**
PUBLIC WORKS DEPARTMENT					
Director of Public Works	1.00	1.00	1.00	1.00	
Capital Improvement Projects Manager	1.00	0.50	0.00	0.00	
Capital Program and Facilities Program Manager	0.00	0.50	1.00	1.00	
Office Manager	1.00	1.00	1.00	1.00	
Total	3.00	3.00	3.00	3.00	0.00
Engineering					
Construction Engineer	0.00	0.00	0.00	0.00	1.00
Stormwater Program Coordinator	1.00	0.50	0.00	0.00	
Complete Streets Program Manager	0.00	0.50	1.00	1.00	
GIS Analyst	1.00	1.00	1.00	1.00	
Resident Engineer / Resident Inspector	1.00	1.00	1.00	1.00	
Engineering Manager	1.00	1.00	1.00	1.00	
Associate Civil Engineer, Assistant Engineer	1.00	1.00	1.00	1.00	
Engineering Technician	1.00	1.00	1.00	1.00	
Total	6.00	6.00	6.00	6.00	1.00

Allocated Permanent Positions

Department/Positions	Authorized/ Appropriated Positions 21/22 Adopted	Authorized/ Appropriated Positions thru May'22	Authorized/ Appropriated Positions 22/23 Adopted	Authorized/ Appropriated Positions thru Feb'23	Authorized/ Frozen Positions 22/23 Budget
PUBLIC WORKS (CONTINUED)					
Maintenance Operations / Snow Removal					
Maintenance Manager	2.00	2.00	2.00	2.00	
Lead Maintenance Technician	2.00	2.00	2.00	2.00	
Maintenance Technician I, II, III, IV, V	14.00	14.83	16.00	16.00	
Total	18.00	18.83	20.00	20.00	0.00
Fleet Maintenance					
Maintenance Manager - Fleet	1.00	1.00	1.00	1.00	
Fleet Supervisor	0.00	0.00	0.00	0.00	
Equipment Mechanic I, II, III	5.00	5.00	5.00	5.00	
Fleet Control Specialist	1.00	1.00	1.00	1.00	
Total	7.00	7.00	7.00	7.00	0.00
Airport					
Airport Manager	1.00	1.00	1.00	1.00	
Airport Maintenance Supervisor	1.00	1.00	1.00	1.00	
Maintenance Technician I, II, III, IV, V	1.00	1.00	1.00	1.00	
Total	3.00	3.00	3.00	3.00	0.00
Department Total	**37.00**	**37.83**	**39.00**	**39.00**	**1.00**
PARKS AND RECREATION DEPARTMENT					
Director of Parks and Recreation	1.00	1.00	1.00	1.00	
Total	1.00	1.00	1.00	1.00	
Recreation					
Recreation Superintendent	0.00	0.00	0.00	0.00	
Administrative Clerk I, II	0.00	0.00	0.00	0.00	
Administrative Assistant I, II	1.00	1.00	1.00	1.00	
Recreation Manager	1.00	1.00	1.00	1.00	
Recreation Supervisor	0.00	0.00	0.00	0.00	
Events Coordinator	1.00	1.00	1.00	1.00	
Head Pool Lifeguard	0.00	0.00	1.00	1.00	
Total	3.00	3.00	4.00	4.00	
Parks					
Maintenance Manager - Parks	1.00	1.00	1.00	1.00	
Lead Maintenance Technician	1.00	1.00	1.00	1.00	
Maintenance Technicians I, II, III, IV,V	7.00	7.00	7.00	7.00	
Total	9.00	9.00	9.00	9.00	
Department Total	**13.00**	**13.00**	**14.00**	**14.00**	**0.00**
FIRE DEPARTMENT					
Fire Chief	1.00	1.00	1.00	1.00	
Deputy Fire Chief / Fire Marshall	0.00	0.75	0.00	0.00	
Fire Marshall	0.00	0.00	1.00	1.00	
Fire Battalion Chief	3.00	3.00	3.00	3.00	
Fire Captain	9.00	9.00	9.00	9.00	
Fire Engineer	9.00	10.00	10.00	10.00	
Firefighter, Paramedic	9.00	8.00	8.00	8.00	
Firefighter, Paramedic (SAFER Grant)	7.00	7.00	7.00	7.00	
Fire Safety Inspector I, II	1.00	1.00	1.00	1.00	
Administrative Assistant II	0.00	0.00	0.00	0.00	
Executive Assistant to the Fire Chief	1.00	1.00	1.00	1.00	
Department Total	**40.00**	**40.75**	**41.00**	**41.00**	**0.00**

Allocated Permanent Positions

Department/Positions	Authorized/ Appropriated Positions 21/22 Adopted	Authorized/ Appropriated Positions thru May'22	Authorized/ Appropriated Positions 22/23 Adopted	Authorized/ Appropriated Positions thru Feb'23	Authorized/ Frozen Positions 22/23 Budget
POLICE DEPARTMENT					
Chief of Police	1.00	1.00	1.00	1.00	
Police Lieutenant	2.00	2.00	3.00	3.00	
Police Sergeant	6.00	6.00	6.00	6.00	
Police Officer	30.00	30.00	30.00	30.00	1.00
Police Officer (cannabis)	1.00	1.00	1.00	1.00	
Police Officer (Tobacco grant)	1.00	1.00	1.00	1.00	
Public Safety Dispatch Supervisor	1.00	1.00	1.00	1.00	
Police Records Supervisor	1.00	1.00	1.00	1.00	
Community Service Officer Supervisor	0.00	0.00	0.00	1.00	
Public Safety Dispatcher	9.00	9.00	9.00	9.00	
Senior Police Records Tech, Police Record Tech	2.00	2.00	2.00	2.00	
Administrative Assistant I	1.00	1.00	1.00	1.00	
Senior Evidence/Prop Tech, Evidence/Prop Tech	2.00	2.00	2.00	2.00	
Lead Community Services Officer	1.00	1.00	1.00	0.00	
Sr Community Svcs Officer, Community Svcs Officer	5.00	5.00	5.00	4.00	
Parking Ambassador	0.00	0.00	0.00	3.00*	
Code Compliance Investigator	1.00	1.00	1.00	1.00	
Administrative Assistant II	1.00	1.00	1.00	1.00	
Department Total	**65.00**	**65.00**	**66.00**	**65.00**	**1.00**
Total City Employees	**200.00**	**201.58**	**206.25**	**205.25**	**3.00**

*Reflects a change from 2 FTEs to 4 FTE with a partial year for 2 additional FTEs.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 14, 2023
Agenda Item #: 12

Agenda Item: Acceptance of $35,000 Grant from California Department of Fish and Wildlife's Office of Spill Prevention and Response

Executive Summary: The California Department of Fish and Wildlife's Office of Spill Prevention and Response (OSPR) has awarded South Lake Tahoe Fire Rescue a grant of up to $35,000 for the purchase of oil spill response equipment and to secure the necessary training. The equipment will provide South Lake Tahoe Fire Rescue and the surrounding region with the ability to respond to the immediate needs of an oil spill. The Fire Department is seeking approval from City Council by way of a resolution allowing the department to receive grant funds from the Department of Fish and Wildlife.

Requested Action / Suggested Motions: Pass a Resolution allowing the Fire Department to receive grant funds from California Department of Fish and Wildlife for up to $35,000 for the purchase of oil spill response equipment and to secure required training.
Responsible Staff Member: Jim Drennan, Fire Chief

Responsible Staff Member: Jim Drennan, Fire Chief (530) 542-6152

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

Attachments:

Item 12 - Executive Summary.pdf
01-California Fish and Wildlife Grant.docx
02-Resolution_-_California_Dept_of_Fish_and_Wildlife_Grant (1).docx
03-Grant Award Letter

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

Meeting Date: March 14, 2023

Title: California Department of Fish and Wildlife's Office of Spill Prevention and Response Grant

Location: Citywide

Responsible Staff Member: Jim Drennan, Fire Chief (530) 542-6152

Background: The California Department of Fish and Wildlife's Office of Spill Prevention and Response (OSPR) has awarded South Lake Tahoe Fire Rescue a grant of up to $35,000 for the purchase of oil spill response equipment and to secure the necessary training. The equipment will provide South Lake Tahoe Fire Rescue and the surrounding region with the ability to respond to the immediate needs of an oil spill.

Issue and Discussion: South Lake Tahoe Fire Rescue shall own the equipment and may use it without obligation or limitation. The equipment will include, but not be limited to, a mobile trailer, containment boom, absorbent materials, personal protective equipment, and a boom-deployment training course.
This valuable equipment and training will offer a higher level of haz-mat response service to our community by our Fire Department.

Financial Implications: There will be no cost to the City associated with this grant funding and purchase of equipment. Grant funds will be accepted and appropriated via the attached resolution into the current fiscal year budget account 100-02210 revenue #33229 Other State Grants and expenditures #46110 Machinery & Equipment.

Environmental Considerations: The acceptance of these grant funds is not a project subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(5) (organizational or administrative activities that will not result in direct or indirect physical changes to the environment).

Policy Implications: There are no policy implications associated with this equipment, but the equipment is in line with the City's Strategic Priority 5 – Continuous Improvement. This equipment will assist the Fire Department in delivering improved services.

State of California -The Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Office of Spill Prevention and Response
1010 Riverside Parkway
West Sacramento, California 95605
Telephone: (916) 375-4746
www.wildlife.ca.gov

Gavin Newsome., Governor
CHARLTON H. BONHAM, Director

September 2, 2022

South Lake Tahoe Fire Rescue
2101 Lake Tahoe Blvd
South Lake Tahoe, CA 96150

Dear Chief Drennan:

The Department of Fish and Wildlife's Office of Spill Prevention and Response (OSPR) has awarded the South Lake Tahoe Fire Rescue an Oil Spill Response Equipment Grant of up to $35,000 for the purchase of oil spill response equipment and to secure the necessary training. The equipment will provide South Lake Tahoe Fire Rescue and the surrounding region with the ability to respond to the immediate needs of an oil spill.

The South Lake Tahoe Fire Rescue shall own the equipment and may use it without obligation or limitation. The equipment will include, but not be limited to, a mobile trailer, an unspecified amount of containment boom, absorbent materials, personal protective equipment, and a boom deployment-training course.

I look forward to working with you and your organization towards finalizing the Response Equipment Grant by December 2022. If you have any questions, please feel free to e-mail me at cindy.murphy@wildlife.ca.gov or reach me by phone at (916) 616-4515.

Very respectfully,

Cindy Murphy
Local Government Outreach & Grants Coordinator
California Department of Fish and Wildlife
Office of Spill Prevention and Response

Resolution 2023-XXX

Adopted by the City of South Lake Tahoe
City Council

March 14, 2023

Accepting grant funds from the California Department of Fish and Wildlife for the purchase of oil spill response equipment and to secure required training in the amount of up to $35,000

BACKGROUND

A. The California Department of Fish and Wildlife's Office of Spill Prevention and Response (OSPR) has awarded South Lake Tahoe Fire Rescue a grant of up to $35,000 for the purchase of oil spill response equipment and to secure the necessary training.
B. The equipment will provide South Lake Tahoe Fire Rescue and the surrounding region with the ability to respond to the immediate needs of an oil spill.
C. There will be no cost to the City associated with this grant funding and purchase of equipment.

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 grant funds and allows the Fire Department to purchase the equipment and procure the necessary training to operate the equipment.
2. Appropriates grant funds in the amount of $35,000 into the current fiscal year budget to account 100 02210 as follows:
    a. Revenue: #33229 $35,000
    b. Expenditures: #46110 $35,000
3. Authorizes the Fire Chief to execute/sign the agreement on behalf of the City of South Lake Tahoe.

Adopted by the City of South Lake Tahoe City Council on February 28, 2023 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Cristi Creegan, Mayor

Attest:

_____
Susan Blankenship, City Clerk

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

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 14, 2023
Agenda Item #: 13

Agenda Item: Amendment 1 to Agreement with Wildscape Engineering, Inc. for Additional Services for the Bijou Creek Watershed Restoration Project

Executive Summary: Staff is recommending an amendment to the agreement with Wildscape Engineering, Inc. to provide additional services related to the Bijou Creek Watershed Restoration Project. Wildscape Engineering has been preparing the environmental documents, construction documents, and appraisal services for work related to the Bijou Creek Watershed Project. During the course of the project, the City has requested additional surveying, project management, environmental assessment, and other services to complete the project scope. These additional services are required to complete the project design and begin the construction of the project, currently scheduled for Spring 2024.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute Amendment 1 to Professional Service Agreement with Wildscape Engineering, Inc. for additional services related to Bijou Creek Watershed Restoration Project in an amount not to exceed $22,414, for a total not-to-exceed contract amount of $483,320.69.
CEQA Determination: A CEQA Initial Study/Mitigated Negative Declaration (SCH #2020090564) was approved by the Planning Commission on November 19, 2020. This action is within the scope of the IS/MND and no further environmental review is required under CEQA Guidelines section 15162. NEPA review is also required and analysis is underway to determine the NEPA decision required for the project.
Responsible Staff Member: Anush Nejad, Director of Public Works and Jason Burke, Complete Streets Program Manager

Responsible Staff Member: Anush Nejad, Director of Public Works (530) 542-6031
Jason Burke, Complete Streets Program Manager (530) 542-6038

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

Attachments:

01-Staff Report - Amendment 1 to Agreement with Wildscape Engineering.docx
02-Project Location Map.pdf
03-Amendment 1 to C-106-2021 Wildscape Engineering.pdf
04-C-106-2021 Wildscape Engineering.pdf

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

Meeting Date: March 14, 2023

Title: Amendment 1 to Agreement with Wildscape Engineering, Inc. for Additional Services for the Bijou Creek Watershed Restoration Project

Location: Bijou Park Creek Watershed

Responsible Staff Member: Anush Nejad, Director of Public Works (530) 542-6031, and Jason Burke, Complete Streets Program Manager (530) 542-6038

Background: On March 14, 2017, the City Council established the three-phased Bijou Park Creek Watershed Restoration Project in Resolution No. 2017-16 (See Attachment 1, Project Area Map). On July 11, 2017, the City Council accepted $493,089 in State Water Resources Control Board (SWRCB) Proposition 1 Storm Water Grant funding for conceptual planning and CEQA review for the stormwater improvement and watershed restoration project, which was utilized to complete these. deliverables before the Prop. 1 grant agreement deadline of December 31, 2020.

On June 15, 2021, the City Council approved Resolution 2021-046, which authorized staff to apply for Lake Tahoe Restoration Reauthorization Act funding from the U.S. Forest Service, accepted the grant funds, and appropriated the $750,000 in grant revenue. On June 7, 2022, the City Council approved a grant amended for the project to increase the funding from the US Forest Services by an additional $1,000,000 with 12% ($120,000) of City Matching funds.

On September 7, 2021, the City Council approved a contract with Wildscape Engineering, Inc. for professional services to complete the environmental document, plans, specifications, and estimates and property acquisition services for this project for a not to exceed the amount of $460,906.69, plus $7,500 in contingency budget (See Attachment 3 for Original Agreement).

Issue and Discussion: Wildscape Engineering has been working on all the project's tasks in their scope of services. During the course of the project, City staff requested additional services that were outside the original scope of work. These include additional surveying needs, changes to the design plans that were not originally anticipated, the addition of Phase I Environmental Site Assessment for properties where easements are required, and minor project management services. City staff has reviewed the additional services request and concurs with the extra work. The total cost for the additional services is $22,414 for a total not-to-exceed contract amount of

$483,320.69. (See Attachment 2 for Amendment to the Agreement).

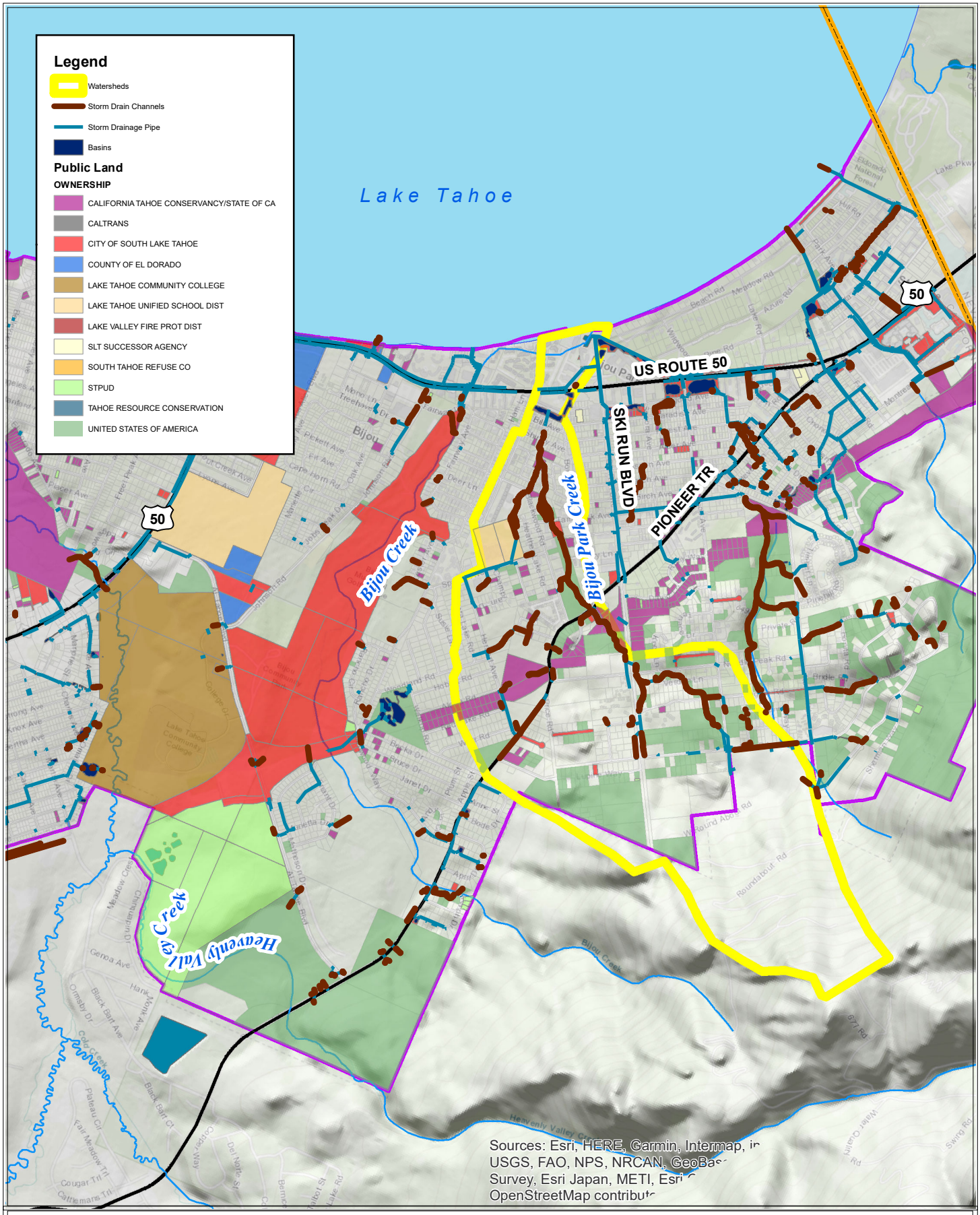
Financial Implications: The City has received total grant funds in the amount of $1,750,000 from the US Forest Service. Additionally, the City has allocated $120,000 in Undesignated General Funds as a matching component. Therefore, the current total budget for the project is $1,870,000, with the remaining budget carried forward into Fiscal Year 2022-2023 of $1,699,837, which has been allocated with $297,337 for design and $1,402,500 for construction.

Additional funding is not required for the project, and staff is proposing to transfer $15,821 from the Construction phase to the Design phase. The new distribution of the funds will be:

- Engineering Design - Account 301-40051-48020: $313,158
- Right of Way and Construction - Account 301-40051-48030: $1,386,679

Environmental Considerations: The project will require both California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) review. Funding provided by State Water Resources Control Board Proposition 1 was used to complete a comprehensive environmental review document used to support the adoption of a CEQA Initial Study/Mitigated Negative Declaration (SCH #2020090564) approved by the Planning Commission on November 19, 2020. In addition, previously provided U.S. Forest Service LTRA funding will fund the concurrent completion of additional federal resources studies (botanical, aquatic species, special status species, and cultural resources) and determine the appropriate NEPA decision required for the project and subsequent Special Use Permits required for improvements on federal lands.

Policy Implications: Completing the engineering designs and permitting will develop a project included in the Pollutant Load Reduction Plan to reduce fine sediment particles and nutrients in urban runoff, as required by the Lake Tahoe TMDL. The project will also seek to mitigate drainage and flooding issues along Blackwood Avenue and around the Bijou Elementary school, as identified in the recently updated Drainage Master Plan. In accordance with Strategic Priority 5.5 (Fiscal Sustainability), staff recommends that the City Council approve this agreement, which is primarily grant funded and will help achieve Strategic Priority 5.3 (Infrastructure and Maintenance) to develop sustainable capital improvement infrastructure projects.



Department Of Public Works - Engineering Division

Bijou Park Creek
Watershed Location

0 500 1,000 2,000
Feet

Eric Friedlander
City of South Lake Tahoe
3/15/2019

Document Path: J:\PWCS 2016\16-30140051_Upper Bijou Park Creek Restoration\26_RFP\2019_Planning_Design\(01)RFP Files\BasemapPortrait 03062017.mxd

City of South Lake Tahoe
Amendment No. 1 to Bijou Park Creek Watershed Restoration Project, Phase 2 Engineering Services Professional Services Agreement with Wildscape Engineering, Inc. (C-106-2021)

The Professional Services Agreement entered into on September 7, 2021, between the City of South Lake Tahoe, a municipal corporation ("CITY") and **Wildscape Engineering, Inc.** ("Consultant") is hereby amended as set forth below.

The Contract is hereby revised to add the following.

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated September 7, 2021, to the Professional Services Agreement adds the work described within **Exhibit A, Scope of Services, Budget Augment and Line Item Reassignment** attached hereto and incorporated herein by reference.

2. Compensation. Compensation to be paid to the CONSULTANT, is $22,414, as described in **Exhibit A, Scope of Services**. In no case shall CONSULTANT compensation for work completed under this Amendment exceed the amended amount of $483,320.69, 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 Wildscape Engineering to be executed on March 14, 2023.

CITY OF SOUTH LAKE TAHOE

By: _____
Cristi Creegan, Mayor

CONSULTANT

By:_____
Carol Beahan, President

APPROVED AS TO FORM:

_____
Heather Stroud, City Attorney

ATTEST:

_____
Susan Blankenship, City Clerk

Exhibit A: Scope of Services

EXHIBIT A:
SCOPE OF SERVICES

Wildscape Engineering, Inc.
(855)816-6593 / (530) 600-1810
www.wildscape-engineering.com

November 7, 2022

Mr. Jason Burke
Stormwater Program Coordinator
Public Works Department, City of South Lake Tahoe
1740 D Street
South Lake Tahoe, CA 96150

Subject: **Budget Augment and Line Item Reassignment Request for Bijou Park Creek Phase 2 Restoration Project**

To: Jason Burke,

The following details our budget augment request and line item re-assignment for the Bijou Park Creek Phase 2 Restoration Project. Attachment 1 provides the updated cost spreadsheet reflecting our proposed changes.

Existing Task Budget Increases

Subtask 1.1 Project Management, Outreach, Public Meetings, and Coordination: As a result of an extended project timeline and additional management required for USDA Forest Service coordination on the Bijou Park Creek SEZ restoration project and land/easement acquisitions, this includes an additional 24 hours of Project Management to manage the project into Spring 2023. **Augment Cost: $3,600**

Subtask 2.1 Supplemental Survey: Partway through the project the contracted surveyor, Insite Land Surveys requested to be removed from the project in order to focus solely on smaller efforts. In response, Wildscape hired another consultant and the design team developed marked up survey maps. The Wildscape Project Manager and CAD technician coordinated and met on site with the new surveyor to provide an orientation to the project and review survey needs. Due to the extensive number of individual sites and need to recheck prior survey control and add additional survey control the direct cost of surveying also increased per below. This includes additional hours for the Project Manager, CAD Technician and NTCD staff engineer to provide surveyor with additional information. **Augment Cost: $3,438**

Direct Survey Costs: New surveyor, Terra Graphic hired to substitute for Insite Land Surveyors. Increased effort due to the number of project sites requiring survey and finding prior survey control and adding in additional survey control. **Augment Cost: $5,000**

Subtask 7.1 60% Plans and Technical Specifications The Design team will incorporate City of South Lake Tahoe markups received in late July including adding more detail to the plan and profile sheets once the additional surveying described above is completed and updating details to target installations that require less maintenance. All edits/additions to the project sheets will be re-assembled into the three separate 60% plan sets, 1) Bijou Park Creek Watershed Improvement Project, (2) Bijou Park Creek SEZ Restoration Project, and 3) Keller Clean Water Bypass Project. The team will also update the technical specifications to follow the City's template and protocol once sample or template

specifications are provided more closely by the City. These additional hours will allow for the team to conduct a second and more targeted 60% PS&E round. **Cost: $8,088**

New Task Budget

Phase I Environmental Site Assessment for 3707 Blackwood Road: In support of the appraisal and easement acquisition negotiations, a Phase 1 ESA was requested and performed by A&M Environmental Services in summer 2022. **Cost: $2,300**

Line Item Re-Assignment

Task 5.1 License Agreements and Special Use Permits Line Item Re-Assignment

At the time a Special Use Agreement draft was needed, NTCD staff were unavailable so the Wildscape Project Manager stepped in to develop the draft and final submittal. Hours were re-assigned as follows:

Moved all of NTCD staff hours over to Wildscape Project Manager column for a net change of -$12.00. **Cost: -$12.00**

Total Change Order Request: $22,414.00 for a Total Budget Change Order from $460,906.69 to $483,320.69.

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Wildscape Engineering, Inc.
(855)816-6593 / (530) 600-1810
www.wildscape-engineering.com

TERMS AND CONDITIONS

The conditions contained in the existing Contract Agreement signed and dated September 10, 2021 will apply to this Change Order.

APPROVAL TO PROCEED

The work can be initiated with a letter of authorization, through acknowledgment of this Scope of Work by signing a copy of this Scope below, or by Purchase Order issued to Wildscape Engineering, Inc.

Scope of Work and Estimated Budget accepted by:

_____ _____
Signature Date

Jason Burke, City Project Manager
Printed Name and Title

Public Works, City of South Lake Tahoe (530) 542-6038
Firm Name Phone Number

1740 D Street
Street Address
South Lake Tahoe CA 96150
City State Zip Code

For Wildscape Engineering, Inc.

_____ _____
Signature Date

Carol Beahan, President
Printed Name and Title

ATTACHMENT 1. COST BREAKOUT CHANGES

Firm	WILDSCAPE ENGINEERING INC								NTCD				Catalyst Environmental Solutions				Interwest			Lynn Barnett &Associates		
Personnel Classification	Project Manager Lead Engineer Carol Beahan, PE/QSD	Civil Engineer	Restoration Ecologist Julie Etra WBS	Senior H&H Engineer Dr. David Thompson, PhD, PE	Geotechnical Engineer Mark Schroeder, PE	CAD/GIS/Field Technician	Landscape Designer	Admin/Report Specialist Jamie Allec	Senior Project Engineer Megan Kelly, P.E.	Senior Staff Engineer	Staff Engineer	Environmental Scientist Domi Fellers	CEQA/NEPA Task Lead Dr. Dan Tormey, Ph.D., P.G.	Permitting/ Compliance Ben Pogue, MPA,PMP,AICP	Senior Scientist 1	Staff Scientist 2	Senior Real Estate Agent John Almazan	Interwest Sr Agent	Interwest Tech Support	Lynn Barnett, Appraiser	Total Subtask Hours	Labor Cost by Task
Hourly Rate	$150.00	$115.00	$140.00	$150.00	$170.00	$95.00	$105.00	$75.00	$128.00	$78.00	$74.00	$87.00	$250.00	$195.00	$180.00	$130.00	$175.00	$145.00	$145.00	$125.00		
Task Description																						
1. Project Management, Outreach, Public Meetings, and Coordination																					457	$72,380.50
1.1 TAC, Public and Client Meeting Continued Coordination and Participation, Project Management. Includes 60% and 90% Design Review meetings with the City and TAC.	**84**	32				8		8	36				16	36	16		30	30		5	337	$52,939.04
1.2 Phase 2 Kick Off Meeting	6	6						2	6	6	6		8								48	$6,879.12
1.3 Planning Commission and City Council Meetings	16							4	6				8	16	16						72	$12,562.34
2. Site Surveying																					156	$16,181.12
2.1 Supplemental Survey for Stormdrain Design, Real property and easement acquisitions, and Bijou Park Creek Hydraulic Model Refinement (includes Direct Costs for Insite Land Survey below)	**16**	24		2		**30**			2	4	**26**										112	$12,261.12
2.2 Utility Coordination and Identification - Work cooperatively with utilities to perform potholing of utiliiites that cannot be avoided. Includes potholing direct costs listed below.	4	6							1	15	18										44	$3,920.00
3. Hydrologic and Hyraulic Analysis																					197	$26,175.26
3.1 Hydrology and Hydraulics Study for Revised Keller Clean Water Bypass and Wildwood Basin	6	6		2		4			6		8										50	$6,726.73
3.2 Updates to PLRM	2								2			16									20	$1,948.00
3.3 Bijou Park Creek 2D Hydraulic Model - Set up and run 2D hydraulic model and use results to fine tune desgns.	12	16		48		16			1												99	$13,582.34
3.4 Osgood to Wildwood to Lake Hydraulic Capacity Analysis (New Task)	2	8		8																	28	$3,918.19
4. Environmental Documents																					466	$76,636.00
4.1 Updates to Proposed Project and Alternatives Descriptions (draft and final) for NEPA and CEQA	6	2				4			2				2	12	12	12					52	$8,326.00
4.2 CEQA Compliance/Addendum													4	32	40	16					92	$16,520.00
4.3 Tribal Notification Letter and Section 106 Letters	2					8								16							26	$4,180.00
4.4 Baseline Cultural Assessment and Report	2												2	12	80						96	$17,540.00
4.5 JD/Wetlands Survey, Botanical Inventory and Invasive Plant Study, Report and Monitoring Plan	2		140										2	4	16	12					176	$25,620.00
4.6 NEPA CatEx Support	2							2					4	8	8						24	$4,450.00
5. License Agreements, Special Use Permits and Real Propertry Acquisitions																					507	$73,989.00
5.1 License Agreements and Special Use Permits	**40**								**0**	**0**	**0**										40	$6,000.00
5.2 TRPA Land Capability Verification	8								8	8	16											$4,032.00
5.3 Appraisals	4								20		12									90	126	$15,298.00
5.4 Acquistion: Includes 1 Full Acquisition and 2 Partial Acquisitions	2								2									140			144	$20,856.00
5.5 Title, Escrow, and Closing (incl support)	2								12		8							135	40		197	$27,803.00
6. Permitting																					188	$27,284.00
6.1 TRPA Permit	4								2	2	8										16	$1,604.00
6.2 404/401/1600 permitting, including aquatic resources delineation (1 day site visit and report)	16	16											16	16	24	40					128	$20,880.00
6.3 Stormwater Pollution Prevention Plan (SWPPP)	4	24				12		4													44	$4,800.00
7.. 60% Design Level PS&E Documents and Draft Design Report																					659	$75,944.43
7.1 60% Plans and Technical Specifications	**64**	36		8	8	**64**			**16**	16	**64**										307	$36,461.17
7.2 60% Landscaping and Revegetation PS&E	4		36			10	16		2		4										72	$8,822.00
7.3 Draft Project Design Report	24	32			4	28			12	24	48										182	$19,520.14
7.4 NEPA/CEQA Mitigation Design Requirements	4					6			4												14	$1,682.00
7.5 Plan Proof Field Visit	8	8							4	4	8										40	$4,995.12
7.6 60% Engineer's Estimate	4	16							4	8	12										44	$4,464.00
8. 90% PS&E																					294	$32,504.38
8.1 90% Plans and Technical Specifications	34	40	8			36	4	2	8	24	48										214	$23,314.38
8.2 90% Design Report	16	16			2			4	4	4	8										54	$6,296.00
8.3 90% Engineer's Estimate	4	12							3	3	4										26	$2,894.00
9. 100% Bid Documents																					226	$24,546.00
9.1 100% Admin Plans and Specifications	24	36				24		2	16	16	24										142	$15,242.00
9.2 100% Engineer's Estimate	4	8							2	4	4										22	$2,384.00
9.3 100% Final PS&E	16	16				16			2	4	8										62	$6,920.00
10. Bid Assistance																						$6,772.00
10.1 Provide responses to bidder's questions	16	8	4		4				4	8	4			4							52	$6,772.00
11. Construction Engineering (CE)																						$15,258.00
11.1 Respond to RFIs and COs.	16	8	4					2	2	6	4										42	$5,050.00
11.2 Submittal Review and Response	24	24	4			16			2	8	12										90	$10,208.00
LABOR TOTALS	**504**	**400**	**196**	**68**	**18**	**282**	**20**	**30**	**191**	**164**	**354**	**16**	**62**	**156**	**212**	**80**	**30**	**305**	**40**	**95**	**6027**	
TOTAL TASKS																						**$447,670.69**
Supplemental Survey of Bijou Park Creek (RTK/Total Station Rental Costs)																						$1,200.00
Phase 1 Environmental Site Assesment - A&M Environmental Services																						**$2,300.00**
~~Insite Land Surveys~~ - TerraGraphic Survyor: Supplemental Surveying for All Project Sites, Property Boundary and Easement Surveying for up to three parcels																						**$15,000.00**
NHC PCSWMM Model Updates																						$1,000.00
Potholing Contractor ($4,000/day for up to 3 days)																						$12,000.00
Cultural Records Search/Map Production																						$750.00
Mileage/Travel Tasks 8-15																						$3,000.00
Report & Plan Production Costs																						$400.00
DIRECT COST TOTALS																						**$35,650.00**
TOTAL COSTS																						**$483,320.69**

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CITY OF SOUTH LAKE TAHOE
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 7th day of September 2021 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and Wildscape Engineering, Inc.("Consultant").

RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

   The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

   All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Bijou Park Creek Watershed Restoration Project Phase 2 Engineering Services Scope,"** 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.

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

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed **$460,906.69** without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without prior written authorization from City.

6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

   Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

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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

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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,

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b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

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

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all

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costs and expenses in connection therein), arising out of 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

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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:

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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

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commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

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

If to Consultant:

Provide a copy to:

17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

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

19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of

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the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

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

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

22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

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

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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.

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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 Joe Irvin

Joe Irvin
City Manager

Date 9/10/2021

CONSULTANT:

By Carol Beahan

Carol Beahan, P.E., President
Wildscape Engineering Inc.

Date AUGUST 23, 2021

Business License # 006076

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APPROVED AS TO FORM:

By Heather Stroud Date 9/10/2021

Heather Stroud
City Attorney

ATTEST:

By Date 9/10/2021

Susan Blankenship, City Clerk

Attachments:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C - Anti-Lobbying Certification

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

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EXHIBIT A

SCOPE OF SERVICES

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Bijou Park Creek Watershed Restoration Project
Phase 2 Engineering Services Scope

Prepared for

Public Works Department
City of South Lake Tahoe
1052 Tata Lane
South Lake Tahoe, CA
96150

Submitted by

Wildscape Engineering Inc.
South Lake Tahoe, CA

August 20, 2021

C-106-2021

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Civil and Restoration Design Services
www.wildscape-engineering.com
(530) 600-1810

August 20, 2021

Jason Burke
Project Manager
City of South Lake Tahoe
1052 Tata Lane
South Lake Tahoe, CA 96150

Re: Phase 2 Scope for Final Engineering Design, Planning and Permitting Services for the Bijou Park Creek Watershed Restoration Project

Dear Mr. Burke,

Respectfully submitted is our updated Final Engineering Design and Planning Services Scope for the second phase of the Bijou Park Creek Watershed Restoration Project. Wildscape Engineering, Inc. is pleased and excited to continue to provide professional engineering and related services to develop and advance the stormwater collection, conveyance, and treatment improvements for the Bijou Park Creek Watershed to final construction documents and permits.

Please contact me if you have questions or need additional information. Our entire team looks forward to continuing on this important project.

Sincerely,

Carol Beahan, PE, QSD, President
carol@wildscape-engineering.com
(530) 600-1810 / (415) 517-1375 cell

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WILDSCAPE ENGINEERING

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I. INTRODUCTION

We are pleased to provide this update to the Phase 2 scope and costs for the continuation of the Bijou Park Creek Restoration Project (Project) for the City of South Lake Tahoe. **Wildscape Engineering Inc. (Wildscape Engineering)** will proceed with the same team of design and environmental experts that were originally contracted for both Phase 1 and Phase 2. Together with our sub-consultants, **Northwest Hydraulic Consultants (NHC), Nevada Tahoe Conservation District (NTCD), Catalyst Environmental Solutions Corporation (Catalyst), Insite Land Surveys, Western Botanical Services, Interwest Consulting Group, and Lynn Barnett & Associates** we have decades of experience and several implemented projects in the Tahoe Region, including direct experience in the Bijou Park Creek watershed from the Heavenly Ski Resort headwaters to the lower urbanized drainages. We are cognizant of the need to design facilities that will be reliable over the long term and easy to access and maintain. We also recognize the threat of unintended consequences, such as raising water tables in locations where drainage problems do not currently exist.

II. SCOPE OF WORK UNDERSTANDING

OVERVIEW

The 850-acre Bijou Park Creek watershed represents a highly altered watershed due to the diversion of the headwaters of Keller Canyon at Heavenly Valley Ski Resort into it. The artificial expansion of the watershed has greatly increased peak flows, which directly leads to flooding problems in the lower watershed, particularly in the vicinity of Bill and Shirley Avenues. Early development of the low-lying properties in or adjacent to SEZs such as along Blackwood Avenue and in the vicinity of Woodbine have only exacerbated the problems. Phase 1 aimed for water quality improvements and flood alleviation via various means and locations listed here and carried through 30% designs and CEQA document. The Project Team will continue to refine the designs through 60, 90 and 100 percent detail, complete the appropriate NEPA environmental document and special studies, and be open and flexible to change as new information and priorities emerge.

30% Project List

- Needle Peak Localized Treatment
- Shirley to Whole Foods
- Osgood Expansion
- Ski Run Blvd Diversion
- Pioneer Crossing Culvert
- Bijou Park Creek SEZ Enhancement
- Upper Bijou Park Creek
- Keller Canyon Bypass
- Bijou School Frontage Drainage Improvements
- Rockwood to Blackwood Drainage Improvements
- Aloha Basin

PROJECT WORK TASKS AND APPROACH

The following Project Work Tasks are a composite of those listed in the RFP #02-01-2019 altered to reflect the later phases of design and with modifications to better inform and guide stakeholders, develop a legally-defensible NEPA document, acquire the necessary land use permissions, and develop fully executable and sound plans, specifications, and cost estimates for 65, 90, and 100% designs.

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TASK 1. PROJECT MANAGEMENT, OUTREACH, PUBLIC MEETINGS, AND COORDINATION

1.1 TAC, Public, and Client Meeting Continued Coordination and Participation, Project Management

The Project Manager will coordinate directly with the City of South Lake Tahoe (City) Project Manager and the design team members to schedule, prepare for, and facilitate all design team meetings, property owners' meetings, public meetings, and Technical Advisory Committee (TAC) meetings. We will prepare all draft meeting agendas, presentations, public outreach materials (meeting letters & notices), sign-in sheets, plan sheets, materials samples, etc. for the City's review prior to finalizing and displaying/sharing in the various meeting forums.

This task includes time to coordinate with concurrent project efforts in the vicinity of Bijou Park Creek including the California Tahoe Conservancy's Greenway Project, Southwest Gas and South Tahoe Public Utility District utility line upgrades and the Pioneer Trail Pedestrian Improvement Project.

This task includes time to prepare for and participate in 60% and 90% Design Review Meetings with City staff and TAC members. Under this task, we will produce high quality exhibits to help portray the design development information, amenity features, and planning stages to the attendees at the various meetings stated above.

1.2 Phase 2 Kick Off Meeting

We propose as part of Task 1 to conduct a Phase 2 Kick Off meeting in the field with the City and Design Team to review existing conditions, 30% designs, and proposed design changes. This meeting will specifically discuss evaluating the capacity and inner workings of the Wildwood Basin and Overflow to accommodate potential changes to the location of Keller Bypass.

1.3 Planning Commission and City Council Meetings

There is a critical need to keep both the Planning Commission and City Council appraised of milestones, accomplishments, and deliverables. The regularly scheduled meetings of these bodies provide an opportunity to solicit feedback from both the council and commission members as well as the general public in short workshop-type agenda items. Our Project Manager will lay out and reach agreement with the City Project Manager the key design deliverables that should be presented in this way to these committees to streamline the Major Design Review process and Catalyst and key team members will present to the City Planning Commission and City Council the NEPA documents for discussion and adoption.

TASK 2. SITE SURVEYING

Some supplemental surveying of existing stormdrain infrastructure is required to refine the 30% designs moving into 60% detail and evaluate proposed changes. For example, inlet elevations of the recently installed culvert crossings at Pioneer Trail and Charlesworth Court will be surveyed in order to accurately show current conditions on the plans. Additional survey data will be collected on Spruce Avenue infrastructure to inform the Bijou School Frontage Drainage Improvement designs and on Sonora Avenue down to Osgood Basin in order to inform designs for the potential revised Keller Clean Water Bypass alignment down Sonora rather than Ski Run.

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In order to fine tune the Bijou Park Creek hydraulic model completed during Phase 1 that was based on available LiDAR topographic data and therefore didn't fully capture the current channel and floodplain details, we propose conducting a Total Station topographic survey of the Bijou Park creek channel and floodplain within the project limits. Wildscape and NTCD engineers will conduct the survey and consult with NHC and the landowner and key stakeholder, USDA Forest Service Lake Tahoe Basin Management Unit (LTBMU) to ensure all key channel and floodplain data is collected in sufficient detail.

2.1 Supplemental Survey for Stormdrain Design and Bijou Park Creek Hydraulic Model Refinement

Supplemental surveying will be conducted to capture additional existing pipe inverts including a full utility survey/dip for Keller Bypass, additional survey data for Bijou School, the recently installed pipeworks at Pioneer Crossing and areas along Blackwood to support detailed design development.

To develop a more comprehensive and accurate hydraulic model to inform restoration designs for Bijou Park Creek a Total Station survey will be conducted to collect the channel longitudinal profile, representative cross-sections, and cross-valley berms to sufficiently define the HEC-RAS 2-D surface, adjacent pavement elevations, and key drainage inputs. This effort will facilitate a more accurate hydraulic assessment of the channel capacity, determine any potential flood risk to adjacent property or infrastructure and help refine stream restoration designs of the Bijou Park Creek Restoration project, the Rockwood to Blackwood outfall, and improvements where the creek crosses Tamarack Ave and Warner Salas Dr.

Property boundary surveys will be conducted for up to five parcels by licensed Land Surveyor, Chip Brejc of Insite Land Surveys to support lot line adjustments, easements and/or real property acquisitions necessary to construct the project.

2.2 Utility Coordination and Identification

This task will build off the utility information collected and incorporated in the 30% plans and where conflicts may be unavoidable, we will work cooperatively with the various utilities to perform potholing using high accuracy GPS or land surveying instruments for recording and documenting in order to precisely determine elevations and any necessary avoidance measures.

Task 2 Deliverables:

- All survey control and survey data points as CAD files.
- Electronic and hardcopies of updated Topographic Base Map

TASK 3. HYDROLOGIC AND HYDRAULIC ANALYSIS

Hydrologic and hydraulic analysis will continue building off of the efforts completed during Phase 1 in order to investigate new alternatives introduced during the later stages of 30% design and support design development as it moves through 60% and 90% detail levels.

3.1 Hydrology and Hydraulics Study for Revised Keller Bypass and Wildwood Basin

Recent comments received from the City upon review of the 30% designs included a request to explore the feasibility of an alternative route for the Keller Clean Water Bypass project. Up to three alternatives will be explored that utilize streets other than Ski Run for the bypass. Determining the feasibility of alternative routes and a possible alternative outlet (the Wildwood Basin outlet instead of the Osgood Basin outlet) will require

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further hydraulic analysis, an additional site visit, and continued consultation with the City. There is already a substantial amount of information related to the hydraulics in this area so further exploration should be minimal.

3.2 Updates to PLRM

Since sediment removal is a key objective of this project, the PLRM will be updated as the project progresses to evaluate the impacts of the proposed design on water quality. The team will provide technical support to the City Project Manager to update the models as designs are further developed.

3.3 Bijou Park Creek 2-Dimensional Hydraulic Model

As discussed in Task 2.1 further refinement to SEZ design features is needed and will require further development of a 2-dimensional hydraulic model with the additional creek and floodplain field survey data collected under Task 2.

The development of the 2-dimensional hydraulic model involves pulling the field survey and LiDAR topographic data into a digital elevation model, applying appropriate Manning's n values based on creek and floodplain cover/condition, establishing boundary conditions, and calibrating if possible, using any known stage-discharge relationships. Once operational and calibrated the model will be used to infer existing and future hydraulic conditions under scenarios corresponding with up to two restoration design alternatives. Results from the hydraulic modeling that will inform design development include modeled stage-discharge relationships across the project site, shear stresses induced on the stream channel, banks and floodplain, and flow velocities and preferential flow paths through the floodplain improvement areas.

3.4 Osgood to Wildwood to Lake Hydraulic Analysis (NEW TASK)

Based on previous hydraulic analysis of the Wildwood Basin overflow capacity, NHC will estimate the maximum amount of flow to be diverted into the expanded Osgood Basin and provide recommendations on the hydraulic design of the diversion into the expanded basin. Our design and water resource engineers will analyze the expanded Osgood basin outlet pipe capacity at various tailwater elevations in Wildwood to check that the proposed design will not cause any backwatering into Osgood basin.

Task 3 Deliverables:

- Supplemental Hydrology and Hydraulics Report with figures and appendices.

TASK 4. ENVIRONMENTAL DOCUMENTS

Preparation of environmental documents will be led by Catalyst. Under this task, Catalyst will base their approach on their expert knowledge of NEPA guidance, and other associated applicable policies and guidelines. While the CEQA has been completed some final steps are required to complete NEPA.

4.1 Updates to Proposed Project Description for NEPA and CEQA

Catalyst and Wildscape have discussed NEPA compliance with USFS to determine the preferred path forward. The USFS has indicated that the Project may be processed as a Categorical Exclusion, in which case, USFS would complete NEPA internally and Catalyst would provide USFS staff with supporting documentation as-requested.

4.2 CEQA Compliance – Addendum to the MND

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Catalyst will prepare an Addendum for the CEQA Mitigated Negative Declaration (MND) to analyze potential impacts of the Keller Clean Water Bypass Project design. Under CEQA Guidelines Section 15164, the responsible agency (City of South Lake Tahoe) must prepare an addendum to an adopted MND if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for Environmental Impact Report (EIR) have occurred.

The following outline demonstrates how the addendum could be structured and the contents to be included:

- Introduction
- Summary of Proposed Project
- Proposed Modification to the Mitigated Negative Declaration and Basis for an Addendum
- Project Description
- Analysis of Potential Environmental Impacts Associated with the Proposed Modification
- Conclusions
- List of Preparers
- References

The addendum need not be circulated for public review but can be included in or attached to the final adopted negative declaration.

4.3 Tribal Notification Letter and Section 106 Letters

Catalyst will prepare a draft tribal engagement letter and submit to USFS for review/edit. We will finalize the letter and resubmit to USFS. In the event that a Tribe wishes to engage in government-to-government consultation, Catalyst will support USFS in this consultation and memorialize the exchange with notes and records.

4.4 Baseline Cultural Assessment and Report

Coordinate and perform the required cultural resource surveys required by USFS. We will build off the CHRIS records search findings and work with USFS to determine additional data needs for known cultural resources. If field data is required, we will prepare a survey protocol memorandum and submit to USFS for review/comment to ensure the proposed protocols satisfy Section 106 and NEPA requirements. We will coordinate/perform the surveys in coordination with USFS and will memorialize the data collected with field notes, pictures, and GPS data. We will develop a draft technical memorandum that reports the survey findings and submit to USFS for review/comment. We will finalize this technical memorandum based on USFS comments and incorporate the results/findings into the NEPA document.

4.5 Botanical and Jurisdictional Waters Surveys on USFS Lands

Based on the urban nature of the project area, USFS will not require any wildlife surveys (per communication with USFS biologist, Shay Zanetti on July 22, 2021), therefore, we assume no Endangered Species Act consultation would be required either. Catalyst will coordinate the required botanical surveys required by USFS. Julie Etra of WBS will coordinate/perform surveys for resident vegetative communities. Botanical surveys will be performed during the appropriate seasonal survey windows and will memorialize the data collected with field notes, pictures, and GPS data. The team will develop a draft technical memorandum that reports the survey findings and submit to USFS for review/comment. We will finalize this technical memorandum based on USFS comments and incorporate the results/findings into the NEPA document.

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Invasive plants will be identified as part of the botanical survey and a standalone Invasive Plant and Monitoring Plan per LTBMU requirements will be produced to support final design and construction.

Catalyst will coordinate with WBS, who will also perform a jurisdictional delineation (JD) of potential waters of the U.S. per the Clean Water Act. We will develop a wetlands/JD survey protocol memorandum and submit to USFS for review/comment. We will coordinate/perform the survey while inventorying the project area's vegetation/botanical resources and will memorialize the data collected with field notes, pictures, and GPS data. We will develop a draft technical memorandum that reports the delineation's findings and submit to USFS for review/comment. We will finalize this technical memorandum based on USFS comments and incorporate the results/findings into the NEPA document.

4.6 NEPA Categorical Exclusion Support

Catalyst will support USFS in the preparation of a Categorical Exclusion and will provide requested technical documents and clarifications regarding the ECD/MND. We will participate in up to three calls with the USFS IDT to discuss the ECD/MND, baseline info, and impacts. It is assumed that USFS will prepare the Categorical Exclusion and perform the necessary consultations, and that no new technical analysis is required for the Categorical Exclusion beyond what has been prepared for the ECD/MND.

Task 4 Deliverables

- Submittal of one (1) CEQA MND Addendum
- Submittal of one (1) Draft, Final Tribal Engagement Letters
- Submittal of one (1) Cultural Resources Technical Memorandum
- Submittal of one (1) Botanical/Vegetation Technical Memorandum
- Submittal of one (1) Invasive Plant Survey and Monitoring Report

TASK 5. LICENSE AGREEMENTS AND SPECIAL USE PERMITS

5.1 License Agreements and Special Use Permits

The team will coordinate with the public agencies other than the City of South Lake Tahoe, for the parcels identified in the 30 percent plans for project improvements, as necessary to begin the permitting process. All public parcels advantageous to restoration and stormwater treatment have been identified and mapped in the 30 percent plans and the team will generate a list and figures unique to each owner for submission. Public parcels are typically preferred for stormwater improvements and restoration work as the cost to the project is much lower than acquiring private parcels. To conduct project activities on California Tahoe Conservancy (CTC) parcels, the City must enter a license agreement with CTC that details the use of the land, the benefits to the public, and the long-term maintenance. A similar process is required for USFS-owned parcels; Special Use Permits must be applied for an obtained to use the parcel for project activities.

We will reach out to key staff at the CTC and USFS to discuss the use of these parcels for the Project and prepare the necessary documents such as an alternatives evaluations and special use permit applications for each desired parcel. We have experience finalizing both license agreements and special use permits with both agencies and a strong relationship with the key personnel at the CTC and the USFS. NTCD will lead this task and work with City staff as necessary to complete it.

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5.2 TRPA Land Capability Verification

The TRPA Land Capability designations incorporated in the 30% plans will be further assessed if required for permitting the individual proposed projects. Our team will coordinate and conduct TRPA Land Capability Verification analysis on property within the City rights-of-way, land acquisitions (should there be any), and assist the City with resolving surface coverage related permit conditions that may be required within the TRPA permit for the project. We will include existing condition and proposed conditions Land Capability Study calculation summary tables on the project construction plans.

Real Property acquisitions

The preliminary plans have largely avoided the use of any private parcels not already acquired by the City of SLT to implement the preferred alternatives, however as we move through 60% design development, a few private parcels will require easement acquisitions, including the private road and 1 to 2 of the individual lots within the Mobile Home Park on Blackwood. There is also the possibility of a private property acquisition and/or a lot line adjustment for a parcel in the lower portion of the watershed to enable the most beneficial design.

This is also a critical piece of the Special Use Permit application which often requires an analysis of acquiring private parcels versus using federal parcels. We will compile necessary information on any private parcels using the El Dorado County Assessor's website and the Tahoe Regional Planning Agency website. Useful information would include site coverage, land capability, any existing deed restrictions, assessed value, and recent sale value, if applicable. Using this information, we will evaluate if deed restrictions, conservation easements, or land swaps are a viable solution and preferentially pursue those options over full acquisition. If the analysis reveals that full acquisition is the best path forward, the team will reach out to the private property owners to discuss the project and potential purchase of the property. We will prepare one page outline that describes the Project and its benefits to the watershed and potential sellers. We will inform the property owners of their rights related to California Code of Civil Procedure as well as the rights of the City to use eminent domain if negotiations fail; however, we will continue negotiations as long as possible to secure the necessary properties. We will prepare any documents required for real property acquisition including offer letters, purchase and sale agreements, easement acquisition agreements, appraisal reports, warrant reports, and property acquisition reports for each property.

NTCD has extensive experience working with private property owners to implement restoration and water quality projects and will lead the outreach and coordination for this task. NTCD's previous experience has involved a variety of landowner agreements and acquisitions. We also have Interwest Consulting Group and Lynn Barnett and Associates to assist with appraisals, purchase agreements, and title, escrow, and closing. Both firms have extensive experience with public agencies and real property acquisitions in the Lake Tahoe Basin.

5.3 Appraisals

The team of Interwest and Lynn Barnett & Associates will be provided preliminary title reports, appraisals, and applicable environmental reports such as Phase I ESA's and as applicable Phase II ESA An appraisal of each property identified for acquisition will be completed in conformance with federal and state policy. Each property owner will be contacted by the consulting firm and given the opportunity to accompany the

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appraiser during the appraisal. The City's Project Manager will also be given the opportunity to attend. We will prepare an appraisal report containing at a minimum, the following information:

- The purpose and function of the appraisal, including limiting factors and conditions;
- A description of the physical characteristics of the property being acquired in addition to the highest and best use of the property;
- A discussion of all relevant and reliable approaches to value. In most cases this will necessitate the use of the sales comparison approach only;
- A description of comparable sales relied on in the determination of value;
- A statement of the value of the property rights to be acquired, including damages to the remainder;
- A signed certification of the appraiser and the effective dated of the valuation.

Assumption: The costs provided assume one (1) full property acquisition with one residential housing unit requiring relocation of occupants being displaced and two (2) partial take acquisitions with no displacements requiring relocation assistance. Any additional acquisitions will cost $15,000 each and any additional relocation beyond one household will cost $7,500 per household.

5.4 Acquisition

Acquisition services may include making contacts with property owners of all subject parcels for the purpose of negotiating purchase price of real property or easements. Consultant will assume the responsibility of coordination and management of the negotiation process. Services will include the following;

- Preparing the offer letter and other related documents based on the appraised and accepted fair market value;
- Statement that City may take property by eminent domain for full or partial acquisitions in the event negotiations fail;
- Notification in accordance with California Code of Civil Procedure Section 1263.025 that the property owner is entitled to obtain an independent appraisal, and should the property owner elect to do so, City will pay for the actual reasonable costs up to $5,000: the independent appraisal shall be conducted by an appraiser licensed by the Office of Real Estate Appraisers;
- Summary Statement Relating to the Purchase of Real Property or Interest therein;
- Purchase and Sale Agreement or Easement Acquisition Agreement for Public Purposes, as applicable;
- Preparing the purchase agreement and conveyance documents;
- Delivering offer letter and conveyance documents to the City and Caltrans for review and approval;
- Making City requested changes as appropriate;
- Meeting with property owners to discuss the project in general, reviewing easement exhibits and legal descriptions, confirming property owner and occupant information and delivering and explaining the official first written offer;
- Maintaining follow-up contact information for property owners;
- Receiving and responding to property owner inquires either verbally or in writing and making record of such correspondence;
- Maintaining contact reports for each parcel;

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- Continuing negotiations with property owners until agreement is reached; and
- Transmitting signed agreements to the City promptly for acceptance and processing.

5.5 Title, Escrow, and Closing

We will assume responsibility to ensure all closings are completed in a timely manner by continuing coordination with the Title Company handling the escrows. We will work closely with the Title Company to ensure quality title is obtained. Services will include:

- Reviewing the updated title. The City will obtain updated preliminary title reports for review.
- Opening escrow, deposit funds and documents, prepare escrow instructions and monitor closing of escrows.
- Assisting the Title Company with releasing any liens, mortgages, or encumbrances of record.
- Preparing warrant requests to the City with proper supporting documentation including recommended resolutions to escrow related issues.
- Coordinating the clearing of tax requirements and assessments.
- Attending all meetings and facilitating all closings.
- Ensuring final title policies only contain exceptions that the City is willing to accept.
- Submitting a completed property acquisition report for each property, including transfer of all pertinent related documents to the City.

TASK 6. PERMITTING

The Project Manager and key task leaders all have experience applying for and acquiring resource agency, TRPA, and City and County permits for their respective stormwater, recreation, and wetland/river restoration projects. We work cooperatively with these agencies to gain their input early on in order to incorporate agency expectations and needs within the designs as is practical, in essence, “pre-mitigate” our designs and streamline the permit acquisition process.

6.1 TRPA Permit

The Bijou Park Creek Restoration Project is a Lake Tahoe EIP Project (EIP Number 01.01.01.0118) and therefore will need to obtain an EIP Project Permit from the Tahoe Regional Planning Agency. During the development of the Project, the appropriate TRPA EIP Planner will be involved as a member of the Technical Advisory Committee (TAC) and will therefore have input throughout the design process. The 90% design documents will address any TRPA comments from the 60% TAC meeting and meet all requirements identified for the TRPA Permit. Utilizing the extensive work done for the NEPA/CEQA process, the Team will complete a TRPA Initial Environmental Checklist for submission with the 90% Permit Application. After obtaining a draft TRPA permit, the Team will review the contents and review the draft permit with the City so that the Design Documents can be finalized, and all regulatory requirements are conveyed to any potential bidders. For the final permit approval, the Team will send a representative to the Hearings Officer or Governing Board if necessary. The Team has successfully permitted more than 20 Lake Tahoe EIP Projects, has a good relationship with the TRPA staff, and is well versed in the TRPA process.

6.2 404/401/1600 Permitting

As laid out in the environmental document, the project, specifically the SEZ and wetland restoration elements will require most if not all of the resource agency’ permits listed below:

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Clean Water Act (CWA) Section 401 WQ Certification – State Water Resources Control Board

CWA Section 402, NPDES Permit - Lahontan Regional Water Quality Control Board

CWA Section 404 Permit (Dredge and Fill) – US Army Corps of Engineers

1600 Streambed Alteration Agreement Permit – California Department of Fish and Wildlife

ESA Section 7 Consultation – US Fish and Wildlife Service

Under this task our team will conduct the necessary consultations and develop the draft and final application packages working in close collaboration with the design engineers between 60% and 90% design development and submit in the required order to acquire the necessary permissions to construct. Information, mapping, and data from the surveys conducted under Task 4 will be incorporated into the permit applications. This task includes time to meet with resource agency representatives on site as needed to bring them up to speed on the site setting and need and discuss recommended measures to incorporate into the designs.

Assumptions: As stated under Section 4 no wildlife surveys will be required per Shay Zanetti at USDA Forest Service Lake Tahoe Basin Management Unit.

6.3 Stormwater Pollution Prevention Plans (SWPPPs)

A Draft and Final Stormwater Pollution Prevention Plan or SWPPP for up to three construction packages as described under 7.1 below will be developed to comply with the Tahoe Basin Construction Permit and Lahontan RWQCB Basin Plan. The Wildscape Team will apply its extensive experience in drafting approved SWPPPs for drainage, utility, highway, and restoration projects in and around the Tahoe basin to produce up to three well-organized, site-specific Draft and Final SWPPPs that will meet all regulatory requirements and be easily adopted and applied during construction.

Task Deliverables:

- Up to three (3) Draft SWPPPs
- Up to three (3) Final SWPPPs

TASK 7. 60% DESIGN LEVEL PS&E DOCUMENTS

7.1 60% Plans and Technical Specifications

Incorporating comments from the City and the TAC and any identified mitigation measures or special conditions through the CEQA/NEPA process the design team will develop and present 60% design drawings, specifications, and preliminary costs to the City for review. In order to facilitate different timelines for the projects solely within USDA Forest Service lands versus those within City ROW and/or other public and private property the 60% design effort through 100% will develop up to three (3) individual plan sets and technical specification packages so that they can be bid and constructed independently. It is anticipated that one set will cover Forest Service property project elements, and one will cover the Keller Canyon Bypass Project element either as a standalone project or in combination with all other project elements.

The team will coordinate closely with the City of South Lake Tahoe to discuss alternatives when investigating major changes that arise from comments on the 30 percent plans. The plans and specifications will include construction information on all major features similar to the 30% submittal, including a title sheet, sheet index, general notes sheet, site plan with existing utilities and infrastructure, grading plan and profile sheets, pipeline

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centerline and hydraulic grade line profile sheets, temporary and permanent erosion control and BMPs, revegetation, and detail sheets. Additional design elements if not already identified during 30% design development include temporary access routes, stockpile and staging areas, and cut/fill quantities by habitat type (sufficient to initiate draft permit applications and environmental compliance documents).

All project work will be designed to minimize existing habitat disturbance, soil compaction, and infrastructure impacts.

A 60% Technical Specifications package will be developed in parallel with the plans to clearly direct the Contractor on items including but not limited to bid breakdowns, material types, installation procedures, workmanship, work restrictions, warranties, payment methods, etc. The Technical Specifications will adhere to City standards and code requirements.

7.2 60% Landscaping and Revegetation Plans and Specifications

At 60% design development additional plan sheets will be incorporated to include maintenance access, trail elements, fencing, and revegetation. SEZ restoration and natural areas will be stabilized with biotechnical treatments using native materials, seeding, and mulching and the design engineers will be supported by the restoration ecologist in order to incorporate site appropriate designs and specifications. There may be limited areas requiring containerized plantings and irrigation along trail connections that will be developed by the landscape designer.

7.3 Draft Project Design Report

In order to ensure confidence in the design plans the team will develop a Draft Project Design report that summarizes the methodologies and data used to develop the design PS&E and any decisions made to modify or move away from elements agreed upon during 30% preliminary designs. The Draft SWPPPs under Task 6.3 will be developed and submitted to the City for review at this time.

7.4 NEPA/CEQA Mitigation Design Requirements

As stated earlier, we often approach design development already knowing and integrating what will be required by the resource agencies, however this task will provide time to revisit any project modifications or additions that are to be folded into the plans to meet NEPA/CEQA requirements.

7.5 Plan Proof Field Visit

This is an excellent opportunity to field truth the plans with the City Project Manager and mark up and make any necessary edits to avoid unforeseen surprises or issues at 90% design or even during construction. This will be a critical and worthwhile step in the design process.

7.6 60% Engineer's Estimate

Starting with the 30% cost estimate, we will incorporate the additional changes and detail developed during 60% design, including more refined quantities for earthwork and material import. Using a combination of recent real construction cost data in the Tahoe region, local supplier and vendor quotes and RS Means we will develop costs to 60% detail.

Task 7 Deliverables:

- Up to 3 sets of 60% Admin Draft PS&E for City Review and to take to Plan Proof Field Visit
- Up to 3 sets of 60% Draft PS&E for stakeholder circulation

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- Up to 3 Draft SWPPPs

TASK 8. 90% PS&E

The design team will build upon the approved 60% PS&E and incorporate input from the City and stakeholders to advance to 90% PS&E.

8.1 90% Plans and Technical Specifications

The design team will build upon the approved 60% PS&E (up to 3 sets as described under 7.1) to continue to add details for construction including but not limited to:

- Detail call-out identifiers corresponding to details in detail sheets; and proofed to confirm callouts correspond correctly
- Any refinements to the grading plans, profile sheets, utility, electrical, traffic control plans, etc.
- Any edits as a result of the 60% TAC Design review
- Any edits as a result of additional resource agency or stakeholder review and input.

The Draft SWPPPs will also be updated to incorporate any additional information discovered between 60% and 90% and significant changes to the plans that require changes to the temporary erosion control and water quality protection measures or dewatering approaches. 90% Design Report

In order to maintain continuity through the design development process, the Draft Project Design report will be updated to report on any significant changes to the designs between 60% and 90% to accommodate information gained while field trothing and from City, TAC and other resource agency review and comment

8.2 90% Engineers Estimate

The 60% Engineer's estimate will be further refined based on the edits/additions made to the plans and specifications through the 90% development

Task 8 Deliverables:

- Up to 3 sets 90% Admin Draft PS&E for City Review
- Up to 3 sets 90% Draft PS&E for stakeholder circulation
- Up to 3 Final SWPPPs

TASK 9. 100% BID DOCUMENTS

Under this task the design team will make any final changes and add any necessary detail as a result of City and TAC review and input on the 90% PS&E in order to product up to three sets of 100% stamped plans and technical specifications. The Engineer's Estimate will be reviewed in great detail taking into consideration the current bidding environment (i.e., Contractor availability, local economy, etc.) and final refinements will be made to ensure an accurate cost estimate that will be well within the acceptable margins of error. With our extensive bench of professional civil engineers, we have the ability to do extensive internal QA/QC of all bid documents prior to submitting to the City, which will result in clear and comprehensive plans and specifications facilitating streamlined construction and preventing unnecessary costly change orders.

Task 9 Deliverables:

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- Up to 3 sets of 100% Admin Draft PS&E for City Review
- Up to 3 sets of 100% Stamped PS&E
- Responses to Questions during Bid Advertisement and Selection

TASK 10. BID ASSISTANCE

10.1 Provide responses to bidder's questions

The proposed Project Manager and several key team members have assisted public agencies and non-profit organizations on similar large projects in developing bid advertisements, bid packages, and supporting Contractor selection. This includes quickly responding to questions and requests for information and developing any addendums as needed on a short time frame.

Task 10 Deliverables:

- Draft and City Resident Engineer Approved Responses
- Bid Addenda Sections

TASK 11. CONSTRUCTION ENGINEERING (CE)

The Project Manager and supporting staff have served as Engineer of Record and provided construction oversight on several similar construction projects. Therefore, our team is fully capable of providing Construction Engineering, including reviewing, and responding to material submittals, change order (CO) requests, and RFIs on a timely basis. We will work with the City Resident Engineer to provide draft written responses and sometimes detailed figures or plan amendments for their review prior to providing to the Contractor. We understand that COs and RFIs can often come in sporadically and require fast response times in order to avoid any delays to the Contractor. Given our local presence and experience we can ensure the City that we would be responsive and effective in all these cases to ensure quality construction continues unimpeded.

11.1 Respond to Request for Information and Change Orders

Wildscape Engineering would be able to provide timely responses to Contractor submitted Requests for Information (RFIs) and Change Order (CO) submittals. We would review and provide draft responses for City review within an agreed upon short time frame in order to prevent any delays to construction and would discuss with the City Project Manager and/or Engineer or Record if not Wildscape, all Change Order requests in order to protect the City's interests.

11.2 Submittal Review and Response

This task provides time to review Contractor submittals, shop drawings and material samples and provide draft and final responses in coordination with the City Project Manager and/or Engineer of Record if not Wildscape. The formal response template will be provided to the City for review and acceptance and will cover a range of responses likely including "Reviewed No Exceptions Taken", "Provide Additional Information", Make Noted Corrections and Resubmit".

Task 11 Deliverables:

- Draft and City Resident Engineer Approved Responses to RFIs and CO Requests
- Revisions to Plans if necessary

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EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

TIMELINE

All work to be completed by September 7, 2025

Bijou Park Creek Watershed Restoration Project Final Design, NEPA, Permitting, Bid and Construction Support

Labor Hours by Subtask

Firm	WILDSCAPE ENGINEERING INC								NHC			NTCD				Catalyst Environmental Solutions				Interwest			Lynn Barnett &Associates		
Personnel Classification	Project Manager Lead Engineer Carol Beahan, PE/QSD	Civil Engineer	Restoration Ecologist Julie Etra WBS	Senior H&H Engineer Dr. David Thompson, PhD, PE	Geotechnical Engineer Mark Schroeder, PE	CAD/GIS/Field Technician	Landscape Designer	Admin/Report Specialist Jamie Allec	Principal Engineer Brent C. Wolfe, P.E	Water Resource Engineer Gwyn Perry	Senior Hydrologist Toby Hanes, P.H.	Senior Project Engineer Megan Kelly, P.E.	Senior Staff Engineer	Staff Engineer	Environmental Scientist Domi Fellers	CEQA/NEPA Task Lead Dr. Dan Tormey, Ph.D., P.G.	Permitting/ Compliance Ben Pogue, MPA,PMP,AICP	Senior Scientist 1	Staff Scientist 2	Senior Real Estate Agent John Almazan	Interwest Sr Agent	Interwest Tech Support	Lynn Barnett, Appraiser	Total Subtask Hours	Labor Cost by Task
Hourly Rate	$150.00	$115.00	$140.00	$150.00	$170.00	$95.00	$105.00	$75.00	$240.51	$135.86	$182.39	$128.00	$78.00	$74.00	$87.00	$250.00	$195.00	$180.00	$130.00	$175.00	$145.00	$145.00	$125.00		
Task Description																									
1. Project Management, Outreach, Public Meetings, and Coordination																								433	$68,780.50
1.1 TAC, Public and Client Meeting Continued Coordination and Participation, Project Management. Includes 60% and 90% Design Review meetings with the City and TAC.	60	32				8		8			36	36				16	36	16		30	30		5	313	$49,339.04
1.2 Phase 2 Kick Off Meeting	6	6						2			8	6	6	6		8								48	$6,879.12
1.3 Planning Commission and City Council Meetings	16							4			6	6				8	16	16						72	$12,562.34
2. Site Surveying																								124	$12,743.12
2.1 Supplemental Survey for Stormdrain Design, Real property and easement acquisitions, and Bijou Park Creek Hydraulic Model Refinement (includes Direct Costs for Insite Land Survey below)	8	24		2		8					8	2	4	24										80	$8,823.12
2.2 Utility Coordination and Identification - Work cooperatively with utilities to perform potholing of utiliites that cannot be avoided. Includes potholing direct costs listed below.	4	6										1	15	18										44	$3,920.00
3. Hydrologic and Hyraulic Analysis																								197	$26,175.26
3.1 Hydrology and Hydraulics Study for Revised Keller Clear Water Bypass and Wildwood Basin	6	6		2		4			4	9	5	6		8										50	$6,726.73
3.2 Updates to PLRM	2											2			16									20	$1,948.00
3.3 Bijou Park Creek 2D Hydraulic Model - Set up and run 2D hydraulic model and use results to fine tune desgns.	12	16		48		16					6	1												99	$13,582.34
3.4 Osgood to Wildwood to Lake Hydraulic Capacity Analysis (New Task)	2	8		8						7	3													28	$3,918.19
4. Environmental Documents																								466	$76,636.00
4.1 Updates to Proposed Project and Alternatives Descriptions (draft and final) for NEPA and CEQA	6	2				4						2				2	12	12	12					52	$8,326.00
4.2 CEQA Compliance/Addendum																4	32	40	16					92	$16,520.00
4.3 Tribal Notification Letter and Section 106 Letters	2					8											16							26	$4,180.00
4.4 Baseline Cultural Assessment and Report	2															2	12	80						96	$17,540.00
4.5 JD/Wetlands Survey, Botanical Inventory and Invasive Plant Studv. Report and Monitoring Plan	2		140													2	4	16	12					176	$25,620.00
4.6 NEPA CatEx Support	2							2								4	8	8						24	$4,450.00
5. License Agreements, Special Use Permits and Real Property Acquisitions																								537	$74,001.00
5.1 License Agreements and Special Use Permits	4											8	24	34										70	$6,012.00
5.2 TRPA Land Capability Verification	8											8	8	16											$4,032.00
5.3 Appraisals	4											20		12									90	126	$15,298.00
5.4 Acquistion: Includes 1 Full Acquisition and 2 Partial Acquisitions	2											2									140			144	$20,856.00
5.5 Title, Escrow, and Closing (incl support)	2											12		8							135	40		197	$27,803.00
6. Permitting																								188	$27,284.00
6.1 TRPA Permit	4											2	2	8										16	$1,604.00
6.2 404/401/1600 permitting, including aquatic resources delineation (1 day site visit and report)	16	16														16	16	24	40					128	$20,880.00
6.3 Stormwater Pollution Prevention Plan (SWPPP)	4	24				12		4																44	$4,800.00
7.. 60% Design Level PS&E Documents and Draft Design Report																								587	$67,856.43
7.1 60% Plans and Technical Specifications	40	36		8	8	40			10	4	17	8	16	48										235	$28,373.17
7.2 60% Landscaping and Revegetation PS&E	4		36			10	16					2		4										72	$8,822.00
7.3 Draft Project Design Report	24	32			4	28			2		8	12	24	48										182	$19,520.14
7.4 NEPA/CEQA Mitigation Design Requirements	4					6						4												14	$1,682.00
7.5 Plan Proof Field Visit	8	8									8	4	4	8										40	$4,995.12
7.6 60% Engineer's Estimate	4	16										4	8	12										44	$4,464.00
8. 90% PS&E																								294	$32,504.38
8.1 90% Plans and Technical Specifications	34	40	8			36	4	2	4		6	8	24	48										214	$23,314.38
8.2 90% Design Report	16	16			2			4				4	4	8										54	$6,296.00
8.3 90% Engineer's Estimate	4	12										3	3	4										26	$2,894.00
9. 100% Bid Documents																								226	$24,546.00
9.1 100% Admin Plans and Specifications	24	36				24		2				16	16	24										142	$15,242.00
9.2 100% Engineer's Estimate	4	8										2	4	4										22	$2,384.00
9.3 100% Final PS&E	16	16				16						2	4	8										62	$6,920.00
10. Bid Assistance																									$6,772.00
10.1 Provide responses to bidder's questions	16	8	4		4							4	8	4			4							52	$6,772.00
11. Construction Engineering (CE)																									$15,258.00
11.1 Respond to RFIs and COs.	16	8	4					2				2	6	4										42	$5,050.00
11.2 Submittal Review and Response	24	24	4			16						2	8	12										90	$10,208.00
LABOR TOTALS	**412**	**400**	**196**	**68**	**18**	**236**	**20**	**30**	**20**	**20**	**111**	**191**	**188**	**370**	**16**	**62**	**156**	**212**	**80**	**30**	**305**	**40**	**95**	**5855**	
TOTAL TASKS																									**$432,556.69**

Supplemental Survey of Bijou Park Creek (RTK/Total Station Rental Costs)						$1,200.00
Insite Land Surveys - Supplemental Property Boundary and Easement Surveying for up to five parcels						$10,000.00
NHC PCSWMM Model Updates						$1,000.00
Potholing Contractor ($4,000/day for up to 3 days)						$12,000.00
Cultural Records Search/Map Production						$750.00
Mileage/Travel Tasks 8-15						$3,000.00
Report & Plan Production Costs						$400.00
DIRECT COST TOTALS						**$28,350.00**
TOTAL COSTS						**$460,906.69**

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EXHIBIT C

ANTI-LOBBYING CERTIFICATION

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

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

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

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

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

Consultant:
Carol Beahan, P.E., President

By: Carol Beahan

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 14, 2023
Agenda Item #: 14

Agenda Item: Memorandum of Understanding between the City of South Lake Tahoe and Barton Healthcare System for 340B Drug Discount Program

Executive Summary: Barton Hospital approached the City requesting a memorandum of understanding to comply with eligibility requirements of becoming a 340B Program participant. 340B is a section of the Public Health Services Act that establishes a drug discount program and enables hospitals to provide health care services to low-income individuals based on certain criteria. Hospitals must enter into agreements with the local jurisdiction in which the organization operates, in order to participate in the program. This MOU assists in establishing Barton's eligibility to participate in the low-income drug discount program.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a Memorandum of Understanding with Barton Healthcare System for 340B Drug Discount Program.
Responsible Staff Member: Lindsey Baker, Assistant City Manager

Responsible Staff Member: Lindsey Baker, Assistant City Manager

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

Attachments:

01 - Staff Report 340B MOU
02-Memorandum of Understanding with Barton Healthcare System for 340B Drug Discount Program.docx

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

Meeting Date: March 14, 2023

Title: Memorandum of Understanding between the City of South Lake Tahoe and Barton Healthcare System for 340B Drug Discount Program

Location: Citywide

Responsible Staff Member: Lindsey Baker, Assistant City Manager, (530) 542-6093

Background: Barton Hospital approached the City requesting a memorandum of understanding to comply with eligibility requirements of becoming a 340B Program participant.

Issue and Discussion: 340B is a section of the Public Health Services Act that establishes a drug discount program and enables hospitals to provide health care services to low-income individuals who are not eligible for Medicaid or Medicare. In order to participate in the program, hospitals must have a contract in place with the local government or state. This MOU assists in establishing Barton's eligibility to participate in the low-income drug discount program.

Staff Recommendation: Approve a Memorandum of Understanding between the City of South Lake Tahoe and Barton Healthcare System for 340B Drug Discount Program

Financial Implications: There is no fiscal impact.

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

Policy Implications: This MOU would advance Goal 2.3 (Equitable Access) in the 2021-2026 Strategic Plan, by addressing Action Item 3: Evaluate opportunities to expand partnerships with Barton Health, Senior Citizen Groups, and LTUSD to promote health and wellness, combat childhood obesity, and encourage active lifestyles.

MEMORANDUM OF UNDERSTANDING
BETWEEN LOCAL GOVERNMENT AND HOSPITAL FOR 340B PROGRAM

THIS MEMORANDUM OF UNDERSTANDING ("MOU" or "Agreement") is made this 14th day of March 2023 with an effective date of April 1, 2023 by and between City of South Lake Tahoe, California, a municipal corporation ("City"), located at 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150 and Barton Healthcare System ("Hospital"), a nonprofit corporation organized and existing under the laws of the State of California located at 2170 South Avenue, South Lake Tahoe, California 96150.

RECITALS

WHEREAS, Hospital is a California nonprofit hospital that provides healthcare services to the Medicaid and Medi-Cal population in addition to supporting programs that benefit the indigent, uninsured or underinsured populations in the State of California including the City of South Lake Tahoe;

WHEREAS, Hospital is seeking to participate in the drug discount program established under Section 340B of the Public Health Services Act (the "340B Program");

WHEREAS, in order to participate in the 340B Program, Hospital must enter into an agreement with a unit of the local government pursuant to which Hospital commits to provide health care services to low-income individuals who are neither entitled to benefits under Title XVIII of the Social Security Act nor eligible for assistance under the State plan of Title XIX under this Act;

WHEREAS, Hospital desires to make such a formal commitment to the City; and

WHEREAS, the authorized signatories of the City agree to accept such commitment.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein it is mutually agreed and covenanted, by and between the parties to this MOU as follows.

AGREEMENT

1. Incorporation of Recitals. The Recitals set forth above are incorporated into and made part of the agreement between the Hospital and the City and provide the basis of this MOU.

2. Commitment of Hospital to Provide Indigent Care. During the term of this MOU, Hospital agrees to continue its commitment to the provision of health care to indigent, uninsured and underinsured residents of City.

///

3. Acceptance and Acknowledgements of City.

(a) City accepts the commitment of Hospital set forth in this MOU;

(b) City acknowledges that the healthcare services provided by Hospital are being provided to low-income individuals who are neither entitled to benefits under Title XVIII of the Social Security Act nor eligible for assistance under the State plan of Title XIX under this Act; and

(c) City agrees to execute and authorizes Hospital to submit any reasonably necessary additional forms required in support of Hospital's enrollment in the 340B program.

4. Effective Dates of MOU: This MOU is effective April 1, 2023 through March 31, 2024. It shall automatically renew for additional one (1) year terms unless either Hospital or City provides written notice to the other that intends for the MOU to terminate at the end of the then current term and such notice is provided at least ninety (90) days before the end of the then current term.

5. Non-profit Status of Hospital. Hospital constitutes a corporation duly organized and validly existing in good standing under the laws of the State of California with the corporate power and authority to enter into and perform its obligations under this Agreement; and Hospital is a tax-exempt corporation of under Section 501 (c)(3) of the Internal Revenue Code of the United States, as amended and under applicable laws of the State of California.

6. Notice. All notices required or permitted to be given under this Agreement shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

To: City of South Lake Tahoe, Attn: Assistant City Manager, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150, with a copy to City Attorney's Office, 1901 Lisa Maloff Way, Suite 300, South Lake Tahoe, CA 96150

To: Barton Healthcare System, Attn: Chief Financial Officer, 2170 South Avenue, South Lake Tahoe, California 96150

{SPACE INTENTIONALLY LEFT BLANK}

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, Hospital and City have executed this Agreement as of the day and year first written above by their duly authorized representatives.

CITY OF SOUTH LAKE TAHOE **By _____** **Name: Cristi Creegan** **Its: Mayor** **Date: _____**	**BARTON HEALTHCARE SYSTEM** **By _____** **Name:** Kelly Neiger **Its:** Chief Financial Officer **Date: _____**
APPROVED AS TO FORM: **By: _____** **Heather Stroud, City Attorney** **ATTEST:** **By: _____** **Susan Blankenship, City Clerk**	

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 14, 2023
Agenda Item #: 15

Agenda Item: Application to California State Lands Commission to Extend Lease for El Dorado Boat Launch

Executive Summary: The City Clerk's office received a letter dated January 3, 2023 from the California State Lands Commission. The letter (attached) informs the City of the upcoming expiration of Lease 5222 authorizing use of the two-lane boat launching ramp, pier and floating dock within the public trust land owned by the Commission. The previous Lease was issued on January 26, 1977 and expires on June 30, 2023. There are no fees associated with the Lease. The Lease permits the City to continue to operate a public boat launch program for motorized and non-motorized watercraft.

Requested Action / Suggested Motions: Pass a Motion authorizing staff to submit an application to the California State Lands Commission to extend Lease 5222 for continued use of the El Dorado Boat Launch.
CEQA Determination: The extension of this Lease is exempt from review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15301 (existing facilities) because it consists of leasing public property involving negligent or no expansion of existing or former use.
Responsible Staff Member: Lauren Thomaselli, Director of Parks and Recreation

Responsible Staff Member: Lauren Thomaselli, Director of Parks and Recreation (530) 542-6197

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

Attachments:

01_SR_Lease_5222_Extension_lb.docx
02-1977 Lease 5222.9.pdf
03-Letter from State Lands Commission.pdf

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

Meeting Date: March 14, 2023

Title: Authorization to apply for an extension of Lease 5222 with the California State Lands Commission for continued use of the El Dorado Boat Launch

Location: 1004 Lakeview Ave. South Lake Tahoe

Responsible Staff Member: Lauren Thomaselli, Director of Parks and Recreation
(530) 542-6197

Background: On January 3, 2023 the City received written correspondence from the California State Lands Commission regarding the upcoming expiration of General Lease No. PRC 5222 on June 30, 2023 (Attachment 02). Specifically, the Lease allows Public Agency use within El Dorado County in South Lake Tahoe described as *'a two-lane boat launching ramp, pier and floating dock.'* Also known as the El Dorado Boat Launch, the facility is currently operated by the City of South Lake Tahoe under the Parks and Recreation Department. The original Lease was executed on December 7, 1976 and a permit was authorized by the State Lands Commission on January 26, 1977 (Attachment 03). The original Lease was for a term of 48 years.

Issue and Discussion: The California State Lands Commission correspondence of January 3 encourages the City to reapply for the Lease as soon as possible to allow sufficient time to complete the application process and conduct any required environmental review, and negotiate a new lease. City staff require Council authorization to apply for a lease extension. An extended lease will ensure continued access to the El Dorado Boat Launch for the purposes of providing low-cost public access to the Lake for both motorized and non-motorized vessels during the summer months.

Financial Implications: Estimated costs to submit the application include a $25 filing fee in addition to a deposit based on the category of application. The category is identified as Public Agency/Public Recreational and requires a deposit of $3000 at the time of application. Any unused portion of the deposit may be refunded while any additional fees required may be billed to the applicant. The fees are anticipated to be paid from account 100-04170-44108 Parks Maintenance/ Boat Launch Expenses. There are no additional fees associated with the actual Lease (Attachment 03, Section 2, item 4). The City operates the public boat launch facility in accordance with the Grant Agreement with the Department of Boating and Waterways (DBW) which expires in 2029. Without the Lease in place the City would not be permitted to provide public boat launch facilities at the El Dorado Boat Launch.

Environmental Considerations: The extension of this Lease is exempt from review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15301 (existing facilities) because it consists of leasing public property involving negligent or no expansion of existing or former use.

Policy Implications: Extending the Lease with California State Lands Commission for the continued operation of the Boat Launch Facility supports Council Strategic Priority 2, Goal 2.2, to improve Recreation and Equitable Access through continued provision of affordable boat launch access.

(916) 445-7738

February 4, 1977

File Ref.: W 1124.76

City of South Lake Tahoe
Recreation and Parks Department
P. O. Box 1210
South Lake Tahoe, CA 95705

Attention: Keith Gottschalk, Director

Gentlemen:

Enclosed is your fully-executed Public Agency Permit No. P.R.C. 5222.9, covering one two-lane boat launching ramp, one existing pier, and one floating dock, together with related ancillary facilities in Lake Tahoe, El Dorado County.

Your cooperation in this transaction is appreciated.

Very truly yours,

G. D. GORDON
Land Agent

Enclosure

CERTIFIED - RETURN RECEIPT REQUESTED NO. 548337.

RO:js

W 1124.76

STATE OF CALIFORNIA
STATE LANDS COMMISSION

PERMIT NO. PRC 5222.9

Section 1

For such consideration, specific purposes and subject to such terms, covenants, conditions, reservations, restrictions and limitations as are set forth herein: THE STATE OF CALIFORNIA, hereinafter referred to as "Lessor," acting through the State Lands Commission pursuant to Division 6 of the Public Resources Code and Title 2, Division 3 of the California Administrative Code, does hereby grant a permit to:

PERMITTEE CITY OF SOUTH LAKE TAHOE

whose mail address is: P. O. Box 1210

South Lake Tahoe, CA 95705

for the non-exclusive use of that certain land decribed in Section 4 of this Agreement.

PERMIT TYPE: PUBLIC AGENCY

TERM: 48 Years; No Months; beginning July 1, 1975;

ending June 30, 2023; unless sooner terminated as hereinafter provided.

COUNTY: EL DORADO

LAND TYPE: Submerged

CENTRAL RECORDS

FILE NO:

(Form 51.14 4/76)

STATE OF CALIFORNIA - STATE LANDS COMMISSION

PERMIT NO. PRC 5222.9

Section 1 (Continued)

LAND USE OR PURPOSE: Construction, reconstruction and maintenance of a public recreational boating facility.

AUTHORIZED IMPROVEMENTS: One (1) two-lane boat launching ramp; one (1) pier; and one (1) floating dock; together with related ancillary facilities.

LIABILITY INSURANCE: EACH OCCURRENCE

Divided Limits:
Bodily Injury $1,000,000
Property Damage $ 50,000

OR

Combined Single Limit: $1,050,000

SURETY BOND: $ None

CONSTRUCTION LIMITING DATES:

	Mo.	Day	Yr.
Beginning	7	1	75
Completion	12	31	76

COMPOSITION OF AGREEMENT: This permit consists of the following parts all attached hereto and by reference made a part of the whole agreement:

Section 1 - Summary of basic terms, as above.

Section 2 - Special provisions amending or supplementing Section 1 or 5.

Section 3 - Consideration.

Section 4 - Land Description.

Section 5 - Standard covenants.

STATE OF CALIFORNIA - STATE LANDS COMMISSION

PERMIT NO. PRC 5222.9

Section 2

CHANGES IN FORM: Before the execution of this permit, the printed form was changed, revised and added to in the following manner:

1. If any structure hereby authorized is found to be in nonconformance with the Tahoe Regional Planning Agency's Shorezone Ordinance and if any alterations, repairs, or removal required pursuant to said Ordinance is not accomplished within the designated time period, then this permit is automatically terminated, effective upon notice by the State, and the site shall be cleared pursuant to the terms thereof.

2. If any structure or appurtenance hereby authorized is found to be situate upon or adjacent to land of the County of El Dorado without its consent and approval, then this permit is automatically terminated, effective upon notice by the State, and the site shall be cleared pursuant to the terms herein.

3. The Permittee hereby covenants and agrees that any signs or other types of printed notices published or installed to provide notification of the public use and benefit of the facilities as set forth herein, shall contain and reasonably display a statement to the effect that the State Lands Commission has contributed the lands underlying a portion of the project. Such statement may be as follows:

"A portion of the land required for this project was contributed by the State Lands Commission."

4. Paragraph 2 of Section 5, entitled "MONETARY CONSIDERATION", is not applicable to this permit and is hereby deleted.

5. The Permittee hereby covenants and agrees to notify Permittor within ten (10) days in the event that any monetary fee or charge is made or required of the public for use of the leased lands, either directly or indirectly.

6. As a supplement to Paragraph 5 of Section 5, Permittor hereby agrees that Permittee will receive not less than sixty (60) days notice prior to being charged monetary rental.

7. As a supplement to Paragraph 6 of Section 5, Permittee hereby covenants and agrees that when the State's boundaries are established, the State has the right to approve existing improvements and fills in place; and, as a clarification of said paragraph, it is understood by the parties hereto that the description in Section 4 is without prejudice to boundary claims which might in the future be asserted by the State, the City of South Lake Tahoe, or any other private property owners.

STATE OF CALIFORNIA - STATE LANDS COMMISSION

PERMIT NO. PRC 5222.9

Section 2 (Cont'd.)

8. As a clarification and supplement to Paragraph 16 of Section 5, Permittor agrees that the requirement to follow rules and regulations as set forth in said Section shall be limited to the land described herein over which State Lands Commission has jurisdiction. It is understood by the parties hereto that said paragraph has not extended the jurisdiction of State Lands to require compliance with rules and regulations on lands not described herein.

9. As a clarification and supplement to Paragraph 31 of Section 5, it is understood by the parties hereto that any quitclaim executed by Permittee in accordance with the provisions of this Paragraph shall be without prejudice to the rights of Permittee to assert boundary claims contrary to the description contained in Section 4 hereof.

Section 3

CONSIDERATION: The public use and benefit.

ROYALTY: NONE

OTHER CONSIDERATION: NONE

STATE OF CALIFORNIA - STATE LANDS COMMISSION

PERMIT NO. PRC 5222.9

Section 4

LAND DESCRIPTION

A parcel of submerged land in the State owned bed of Lake Tahoe, El Dorado County, California, lying adjacent to fractional Section 32, T 13 N, R 18 E, M.D.M., and more particularly described as follows:

BEGINNING at the southeast corner of Lot 9, block 8, as said lot and block are shown on the 'Amended Map of Al Tahoe', filed in Map Book 'A' at page 3, El Dorado County records; thence along the easterly line of said Lot 9, North, 85.00 feet; thence N 09° 15' W, 82.00 feet; thence N 80° 45' E, 20.00 feet; thence S 09° 15' E, 22 feet; thence N 80° 45' E, 66 feet; thence S 09° 15' E, 147.66 feet; thence S 82° 55' W, 99.73 feet to the point of beginning.

EXCEPTING THEREFROM any portion lying landward of the ordinary high water mark of Lake Tahoe,

END OF DESCRIPTION

Prepared R L Blake Checked Neil Hoff

Reviewed H.F. Gunnecke Date 8/9/76

Section 5

STANDARD COVENANTS - STATE LANDS COMMISSION LEASE

1. AGREEMENT DEFINED: For the purposes of this lease, the terms "lease," "right of way," "easement," "permit," and "license" are interchangeable; where one term is used, it shall be deemed to include any one of the other terms, where appropriate.

2. MONETARY CONSIDERATION:

(a) Lessee agrees to pay the annual rental stated in Section 3 hereof to Lessor without deduction, delay or offset, at such place as may be designated by Lessor from time to time, in advance on or prior to the beginning date of this lease and anniversary of such beginning date during each year of the term hereof, except that Lessor, effective on each fifth anniversary of the beginning date of this lease, and at such other times as are hereinafter specified, may from time to time elect to change the amount of annual rental to be paid by Lessee hereunder. Any such change in rate shall be to the applicable rate, or by following the procedure for determining the applicable rate, of rental set forth in Title 2, California Administrative Code (now contained in Section 2006) at the time notice of any such change is given to Lessee. Such changed rate shall not become effective unless Lessor shall cause written notice of such change and of the new rate to be given to Lessee on or before ninety (90) days before the effective date of such rental rate change. Should Lessor fail to effect a change of such annual rental effective on any such fifth anniversary of the beginning date of this lease, the annual rental shall remain the same as the rental payable for each year during the immediately preceding five-year period, provided that for any years remaining before the next five-year anniversary of the beginning date of this lease the Lessor on written notice not less than ninety (90) days before the next rent becomes due, may fix a different rate of annual rental, which rate

CENTRAL RECORDS
FILE NO: 1025

shall be determined in the manner hereinbefore set forth, which rental at such new rate, unless thereafter changed in the manner herein provided, shall be payable each year thereafter by Lessee. Any change in the rate of rental effective on a date other than any fifth anniversary of the beginning date of this lease shall be without prejudice to Lessor's right to change said rental rate on each succeeding fifth anniversary of the beginning date of this lease as above provided. It is specifically agreed that in the event of the termination of this lease prior to its expiration date from any cause whatsoever, no portion of rental paid in advance shall be refundable.

(b) In the event that the parties to this lease are unable to agree upon a firm annual rental, quarterly royalty or other consideration at the expiration of the lease period agreed herein, and the Lessee remains in possession of the leased lands and continues to pay an interim rental, royalty or other consideration until a firm rental, royalty or other consideration is agreed upon by the parties, then at such time when the Lessee submits payment for any or all retroactive rentals, the State shall collect interest on said retroactive payments at the rate specified in Public Resources Code Section 6224. This shall not be construed as a limitation upon any other remedy which the State may have against a holdover Lessee.

(c) It is agreed by the parties hereto that any installments of rental, royalty or other monetary consideration accruing under the provisions of this lease that shall not be paid when due shall be subject to a penalty and shall bear interest at the specified rate from the date when the same was payable by the terms hereof, as provided in Public Resources Code Section 6224 and Subsection (d) of Paragraph 2 of this lease, until the same shall be paid by the Lessee.

(d) The failure to pay the rentals, royalties or other consideration specified in this lease shall subject the Lessee to a ten (10) percent penalty on the accrued and unpaid balances, for the rental, royalty or other consideration

payable after January 1, 1976.

3. ROYALTY: Lessee shall pay to Lessor, in addition to the annual rental or other consideration as stated herein, a royalty in the amount per cubic yard per ton, or other unit of measurement as set forth in Section 3 hereof for all materials removed from the land subject to this agreement and placed on lands not owned by Lessor, if authorized herein, according to the following schedule:

Within twenty-five (25) days following the end of each quarter ending on March 31, June 30, September 30 and December 31, Lessee shall pay said royalty for all materials removed from land subject to this agreement during the preceding quarter. Each payment shall be accompanied by a detailed statement subscribed and sworn to by Lessee or his agent attesting to the accuracy of the payment.

4. OTHER CONSIDERATION: Lessee agrees to pay other consideration in the amount, method and manner as provided for in Sections 2 and 3.

5. NON-MONETARY CONSIDERATION: If a monetary rental, royalty or other consideration is not shown in Section 3 of this Agreement, the sole and entire consideration to Lessor for the within lease or permit shall be the public use, benefit, health or safety, as appropriate. However, the Lessor reserves the right to review the consideration at any time and to set a monetary rental if the State Lands Commission shall at its sole discretion determine that such action is in the best interest of the State;

6. BOUNDARIES: The description of the land in Section 4 herein has been made without a survey and without a determination of boundaries of the land subject to this agreement. This lease is not intended to constitute the establishment of the State's boundaries and is made without prejudice to any boundary claims which may be asserted in the future;

7. LAND USE: Lessee agrees to use the land described in Section 4 only for the purpose or purposes stated in Section 1 or 2 and for the

construction, operation and maintenance of the improvements listed in Sections 1 or 2, as appropriate. If such use is not commenced by Lessee on the land subject to this agreement within ninety (90) days of the beginning date of this lease or within ninety (90) days of the beginning construction limiting date, if such date is authorized in Section 1, or if such use on said land shall be discontinued for a period of ninety (90) days, this lease and the term thereof shall terminate upon notice to Lessee. No additional improvements shall be added without written consent of Lessor first had and obtained.

8. ADEQUACY OF CONSTRUCTION: All improvements shall be constructed and installed consistent with all applicable code requirements.

9. MARINA SANITARY FACILITIES: If this lease covers the operation of marinas, launching ramps or other like-facilities which are used by the public, whether for profit or not, Lessee shall provide on-shore sanitary facilities.

10. FLOATING RESIDENCE: The structure authorized by this lease shall not, at any time in the future, be converted for use as a residence, nor be used for the purpose of mooring a floating residence or ark.

11. REPAIRS:

(a) Lessee shall maintain and keep in good sound repair all improvements upon the property. The removal of, or substantial alteration to, any existing structure shall not be undertaken without prior written permission of Lessor first had and obtained. The failure to obtain the written permission of the Lessor shall be grounds for termination of this lease.

(b) If at any time subsequent to the beginning date of this lease the improvements authorized herein shall fall into a state of disrepair or otherwise become an environmental or aesthetic degradation, as determined

by Lessor, then upon written notice by Lessor, Lessee shall have sixty (60) days to repair and correct the conditions cited by Lessor. Failure to comply with the written notice of Lessor shall be grounds for termination of this lease and Lessee shall at the option of the Lessor remove all structures and fill located on lands covered by this lease;

12. RIGHT OF INSPECTION: Lessor through its authorized agents shall have the right at all reasonable times to go upon lands owned by the Lessee and upon the leased land for the purpose of inspecting the land and improvements or carrying out any function required by statutes or the rules and regulations of the State Lands Commission;

13. EXISTING ENCUMBRANCES: This lease is subject to existing contracts, leases, licenses, easements, encumbrances and claims which may affect the leased land, and this lease is made without warranty by Lessor of title, quiet enjoyment, condition or fitness of the land subject to this agreement for the intended use, or any other warranty or representation whatever, except that Lessee faithfully keeping all the terms, provisions and conditions of this lease on Lessee's part to be performed, Lessor agrees not to interfere with Lessee's possession of the land subject to this agreement, except as herein may otherwise be provided;

14. RESERVATION OF NATURAL RESOURCES: Unless the use or purpose of this agreement provides otherwise, there are hereby reserved to the State all natural resources, including but not limited to, timber, minerals, sand and gravel, geothermal resources, oil, gas and hydrocarbon products in or upon the land subject to this agreement, and the right to grant in, over, and across said lands, leases to extract or remove such natural resources, as provided by law and the rules and regulations of the State Lands Commission and without compensation to the Lessee;

15. OTHER RESERVATIONS: Lessor expressly reserves the right to grant easements or crossings in, upon and under the demised premises. Nothing herein contained shall be construed as limiting the powers of the State to lease, convey or otherwise transfer or encumber, during the life of this agreement, the hereinbefore described lands subject to this agreement for any purpose whatsoever not inconsistent or incompatible with the rights of privileges granted to the Lessee by this agreement; provided, however, that nothing herein shall preclude the Lessee from excluding unauthorized persons from the lands subject to this agreement during any period where Lessee reasonably deems such exclusion necessary or desirable in connection with its authorized use of land subject to this agreement;

16. RULES AND REGULATIONS:

(a) Lessee shall observe and comply with all rules and regulations now or hereafter promulgated by any governmental agency having authority by law, including, but not limited to State Water Quality Control Board, State Department of Fish and Game, U. S. Army Corps of Engineers and the State Lands Commission.

(b) Lessee recognizes and understands in accepting this lease that his interest therein may be subject to a possible Possessory Interest Tax that the city or county may impose on such interest, and that such tax payment shall not reduce any rent due the Lessor hereunder and any such tax shall be the liability of and be paid by the Lessee.

(c) Lessee covenants that all reasonable precautions will be taken to prevent pollution and contamination of the environment.

17. MODIFICATIONS AND REMOVALS: Any modifications of natural or existing features of the real property described in this lease, including but not limited to the removal of timber and other flora, which are inconsistent with the authorized uses under this lease are expressly

prohibited without the prior written consent of the Lessor;

18. ACCESS TO OTHER STATE LANDS: If the leased premises abut or adjoin any other State-owned lands which do not have a right of access for ingres and egress, Lessee shall provide adequate public vehicular and pedestrian access across, over and upon the lease premises for the benefit of said lands.

19. RIGHTS-OF-WAY:

(a) If the lease is for a right-of-way covering one or more pipelines or conduits, the property right granted herein applies only to land actually underlying the pipelines or conduits, and there is hereby granted a non-exclusive right to go into and upon the land subject to this agreement on either side of said lines or conduits and within the parcel described in Section 4 as reasonably necessary for installation, inspection and maintenance of the pipeline or conduits.

(b) Reasonable passage across and along any right of way granted by this agreement shall be reserved to the public.

20. INDEMNITY, BOND AND INSURANCE:

(a) Whether or not a bond or insurance as described herein is required, Lessee shall indemnify, save harmless and at the option of the State, defend, the State of California, its officers, agents and employees against any and all claims, demands, loss, action or liability of any kind which State of California, or any of its officers, agents or employees may sustain or incur or which may be imposed upon them or any of them arising out of or connected with the issuance of this lease, including, without in any way limiting the generality of the foregoing, any claim, demand, loss, or liability arising from any failure of title or any alleged violation of the property or contractual rights of any third person or persons in the leased lands.

(b) If so specified in Section 1 or 2, Lessee shall file with Lessor and maintain in full force and effect at all times during the term of this lease or any extension thereof, and an additional period of one hundred twenty (120) days or until the State has accepted a quitclaim deed and sufficient evidences of removal of improvements requested to be removed, whichever is longer, a good and sufficient surety bond drawn in favor of the State of California in the penal sum stated in Section 1 or 2 hereof, to guarantee to Lessor the faithful performance and observance by the Lessee of all of the covenants and conditions implied or specified in this lease, and which specified or implied covenants and conditions are mandatory upon and are to be kept and performed by the Lessee.

(c) If so specified in Section 1 or 2, Lessee shall obtain at his own expense and keep in full force and effect during the term of this lease, for the protection of Lessee and the State in an insurance company acceptable to Lessor, comprehensive public liability insurance covering the leased premises and their surrounding area with limits of not less than the amounts stated in Section 1 or 2 hereof. The policy or policies shall specifically name the State as an insured party as to the land under lease; and the policy or policies shall specifically identify the lease by number, and a certificate or certificates of insurance must be provided by the Lessee to Lessor. Upon any increase in rental as provided in Paragraph 2, Lessor reserves the right to increase the sum of the penal bond.

(d) Lessee agrees that the liability insurance coverage herein provided for shall be in effect at all times during the term of this lease, and until said leased land is restored as nearly as possible to the condition existing prior to erection or placement of the improvements thereupon or until Lessor, in writing, elects to accept the leased land or any portion thereof as then improved with structures, buildings, pipelines, machinery,

facilities and fills in place. If Lessor elects to accept only a portion of the leased land as then improved, Lessee's responsibility to insure the premises shall terminate as to those portions that the Lessor accepts intact, but shall continue in the remaining portions until said portions are restored as nearly as possible to the condition existing prior to the erection or placement of improvements thereupon. In the event said insurance coverage expires at any time or times during the term of this lease, Lessee agrees to provide at least fifteen (15) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for a period of not less than one (1) year, or for not less than the remainder of this lease, and until the leased land is restored or until Lessor, in writing, elects to accept the leased land or any portion thereof as then improved as provided for herein. New certificates of insurance are subject to the approval of the State Lands Division, and Lessee agrees that no construction, improvements, additions, work or services shall be performed prior to the giving of such approval. In the event Lessee fails to keep in effect at all times insurance coverage as herein provided, State may, in addition to any other remedies it may have, terminate this lease upon the occurrence of such event.

21. ASSIGNMENT, TRANSFER OR SUBLETTING:

(a) Lessee shall not assign, transfer, or sublet this agreement without the prior written approval of the Commission first had and obtained. Such written approval of the assignment, transfer or sublease shall be subject to any and all conditions required by the Commission, including, without limitation by reason of specification herein, the altering, changing or amending of this lease as deemed by the Commission to be in the best interests of the State.

(b) The leasehold interest hereby described is created as an appurtenance to littoral land. The leasehold interest is not severable from the rights and interest of the Lessee in the littoral land without the express written approval of the State Lands Commission first had and obtained. Any such severance without State Lands Commission approval shall be grounds for termination of the lease by the State Lands Commission.

22. TERMINATION BY LESSEE: Lessee may terminate this agreement upon giving Lessor not less than sixty (60) days written notice prior to the date of such termination. Lessee agrees that on the day selected by lessee for termination of this agreement under this paragraph, to peaceably and quietly leave, surrender and yield up to Lessor the land subject to this agreement in good order, condition, and repair, reasonable use and wear thereof and damage by act of God and the elements excepted, and execute and deliver to Lessor a good and sufficient release of all rights under this lease. Should Lessee fail or refuse to deliver the release as aforesaid, a written notice by Lessor reciting the failure or refusal of the Lessee to execute and deliver said release as herein provided shall from the date of recordation of such notice be conclusive evidence against Lessee and all persons claiming under Lessee of the termination of this lease and any claims and rights of Lessee in the land and improvements subject to this lease. In the event Lessee elects to terminate this agreement, such termination does not release Lessee from any unpaid but accrued rent, royalty payments or equivalent consideration which may be owed to the Lessor;

23. CANCELLATION BY STATE: If this lease covers land obtained by Lessor from the United States as or in lieu of school lands, Lessor reserves the right and power to cancel this lease at any time during the term hereof upon notice in writing to the Lessee of not less than ninety (90) days next prior to

the date such cancellation shall become effective, and Lessee hereby agrees, upon receipt of such written notice, that Lessee will vacate the demised premises on or before such cancellation date;

24. TERMINATION UPON SALE OR EXCHANGE: If this is a Grazing or Agricultural Lease, such lease is terminated by Lessor upon sale or exchange of the land subject to this agreement without advance notice to the Lessee as provided for by law and by the rules and regulations of the State Lands Commission;

25. PUBLIC AGENCY PERMITS: Where the sole and entire consideration to the Lessor for the within lease shall be the public use, benefit, health and safety, Lessee agrees and covenants to notify Lessor within ten (10) days in the event any monetary charge is made to the public for use of the leased land, either directly or indirectly.

26. OIL SPILL EMERGENCY: In the event of a spill or leak of oil or other liquid pollutants into waters over State lands, Lessee shall immediately notify the State Office of Emergency Services by telephone (800) 852-7550. Lessee shall subsequently send the State Lands Division a complete written report within thirty (30) days stating the source, cause, size of spill and action taken.

27. MARINE TERMINAL/WHARF OPERATIONS: If this lease is for a marine terminal or wharf operation handling petroleum, petroleum products, or any other potential pollutant, Lessee shall provide Lessor with an approved Oil Spill Contingency Plan/Spill Prevention Control and Countermeasure Plan and a Terminal Operations Manual in the form required by Federal and State Regulations and guidelines. Lessee shall periodically review such plans and advise Lessor of any changes to such plans.

28. RESTORATION OF PREMISES: Upon expiration or sooner termination of this lease, Lessor may elect to accept the leased land or any portion thereof, as then improved with structures, buildings, pipelines, machinery, facilities and fills in place or Lessor may elect to have any such improvements or any portion thereof, removed by Lessee at Lessee's expense. All such improvements to be removed shall be salvaged and removed by Lessee at Lessee's sole expense and risk within ninety (90) days after the expiration or sooner termination of this lease. If Lessee fails to remove such improvements or portion thereof designated by Lessor, and restore the leased land as hereinafter provided, within ninety (90) days after the expiration date or sooner termination of the lease or notice by Lessor of his intention to accept a portion of the premises as then improved, whichever is shorter, Lessor may remove or have removed all or a portion of the improvements and charge the expense of such removal to Lessee. In making such removals, Lessee shall restore said leased land as nearly as possible to the condition existing prior to erection or placement of the improvements thereupon;

29. HOLDING OVER: Any holding over after the expiration of the term of this lease by the Lessee, with the consent of the State, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified as far as applicable with rental at the rate of 1/12 of the annual rental stated in Section 3 payable in advance on the first day of each month;

30. REPOSSESSION: In the event of failure of the Lessee to pay rental, or in the event or a breach of any of the other covenants contained within this agreement, or failure of Lessee to observe the terms, conditions, restrictions or time limitations herein contained, to be kept, performed and observed, it shall be lawful for Lessor to re-enter into and upon the demised

premises, and to remove all persons and property therefrom, and to repossess and enjoy the herein described demised premises as in the first and former estate of the State;

31. QUITCLAIM: Upon the natural expiration or termination of this lease by Lessor, in addition to any other remedy which Lessor may have, as provided by law or the terms of this lease, Lessee shall within ninety (90) days of the natural expiration or sooner termination of this lease by Lessor execute and deliver to Lessor a good and sufficient release of all rights under this lease. Should Lessee fail or refuse to deliver the release as aforesaid, a written notice by Lessor reciting the failure or refusal of the Lessee to execute and deliver said release as herein provided, shall from the date of recordation of such notice be conclusive evidence against Lessee and all persons claiming under Lessee of the termination of this lease and any claims and rights of Lessee in the lands and improvements subject to this lease.

32. RENEWAL: Lessee or his heirs or assigns, or any successor in interest thereto, shall have the right to renew this agreement for the additional periods and years stated in Section 1 hereof upon such reasonable terms and conditions as the Lessor, or any successor in interest thereto, might impose. Such option to renew must be exercised by Lessee by giving written notice to Lessor at least six (6) months prior to the termination date of the lease, or such option is waived by Lessee;

33. WAIVER OF BREACH: The waiver by Lessor of any default or breach of any term, covenant or condition shall not constitute a waiver of any other default or breach whether of the same or any other term, covenant or condition, regardless of Lessor's knowledge of such other defaults or breaches. The subsequent acceptance of monies hereunder by Lessor shall not constitute a waiver

of any preceding default or breach of any term, covenant or condition, other than the failure of Lessee to pay the particular monies so accepted, regardless of the Lessor's knowledge of such preceding default or breach at the time of acceptance of such monies, nor shall acceptance of monies after termination constitute a reinstatement, extension, or renewal of the lease or revocation of any notice or other act by Lessor.

34. NOTICES: All notices herein provided to be given shall be deemed to have been fully given when made in writing and deposited in the United States mail with postage prepaid and addressed to the principal office or headquarters of the State Lands Commission, or to the Lessee as addressed on Section 1 hereof, as appropriate;

35. CHANGES: This agreement may be terminated or the provisions changed, altered, or amended by mutual agreement of the parties hereto;

36. TIME - SUCCESSOR'S LIABILITY: Time is the essence of each and all the terms and provisions of this agreement, and the terms and provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, successors and assigns of the respective parties hereto; if more than one Lessee is named herein, the obligations of said parties herein contained shall be joint and several;

37. CAPTIONS: The captions of this lease are for convenience only and are not a part of this lease and do not in any way limit or amplify the terms and provisions of this lease.

38. SEVERABILITY: If any provision herein is judicially determined to be invalid, it shall be considered deleted herefrom, and shall not invalidate the remaining provisions.

STATE OF CALIFORNIA - STATE LANDS COMMISSION

PERMIT NO. PRC 5222.9

This permit will become binding upon the State only when duly executed on behalf of the State Lands Commission of the State of California;

IN WITNESS WHEREOF, the parties hereto have executed this permit as of the date hereafter affixed.

CITY OF SOUTH LAKE TAHOE.

BY: Roger Capri 12-7-76
Roger Capri - Mayor

APPROVED AS TO FORM
City Attorney

STATE OF CALIFORNIA
STATE LANDS COMMISSION

By James F. Trout

Title MANAGER, LAND OPERATIONS

Date: FEB 04 1977

The issuance of this permit was authorized by the State Lands Commission on JANUARY 26, 1977.

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state
STATE OF CALIFORNIA
COUNTY OF EL DORADO) ss.

On this 7TH day of DECEMBER, in the year 1976 before me, EVELYN L. ROBERSON, CITY CLERK ~~a Notary Public~~ in and for said CITY, county and state, personally appeared ROGER CAPRI, known to me to be the MAYOR of the CITY OF SOUTH LAKE TAHOE that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the CITY therein named, and acknowledged to me that the HE executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of EL DORADO the day and year in this certificate first above written.

Evelyn L. Roberson
CITY CLERK ~~Notary Public~~, State of California
My Commission Expires

CITY OF SOUTH LAKE TAHOE 19 65 CALIFORNIA

(Public Corp. Agcy. and Polit. Subd. Acknowledgment)

CALIFORNIA STATE LANDS COMMISSION
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

Established in 1938

JENNIFER LUCCHESI, *Executive Officer*
916.574.1800
TTY CA Relay Service: **711** *or Phone* **800.735.2922**
from Voice Phone **800.735.2929**
or for Spanish **800.855.3000**

Contact Phone: (916) 574-1900

January 3, 2023

File Ref: Lease 5222
Second Notice

City of South Lake Tahoe
1901 Airport Road Suite 210
South Lake Tahoe, CA 96150

Subject: General Lease – Public Agency Use, of Sovereign Land, Located in Lake Tahoe at South Lake Tahoe, fractional Section 32, T13N R18E, MDM (Highway 50 at Lake Tahoe), El Dorado County, for a two-lane boat launching ramp, pier and floating dock

Dear Lessee:

A review of our records indicates that the above referenced General Lease No. PRC 5222 will expire on June 30, 2023. If you still intend to occupy or use the lands in question, you will need to obtain a new lease from the State Lands Commission (Commission) prior to the expiration of this lease.

We encourage you to submit an application as soon as possible to allow sufficient time to complete the application process, conduct any required environmental review, and negotiate a new lease. The lease application is available on our website at OSCAR.slc.ca.gov. Information regarding the lease application is available at https://www.slc.ca.gov/leases-permits/.

We appreciate your cooperation in this matter and look forward to receiving your application. If you have any questions, please contact Ninette Lee, Regional Manager, at (916) 574-1869 or ninette.lee@slc.ca.gov

Sincerely,

Kalyn Buchan

Kalyn Buchan, Management Services Technician
Land Management Division

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 14, 2023
Agenda Item #: 16

Agenda Item: Amendment 5 to Airport Master Professional Services Agreement with Environmental Sciences Associates for Preparation of a Section 163 Analysis and Spill Prevention, Control and Countermeasures Plan

Executive Summary: The Airport seeks to amend the Airport Master Professional Services Agreement with Environmental Sciences Associates (ESA) to complete two task orders. These task orders are necessary to complete the Spill Prevention Control and Countermeasure (SPCC) and Section 163 for the Federal Aviation Administration. The SPCC needs to be completed due to new equipment and fuel stations at the airport. Also, the Section 163 needs to be done to determine if review under the National Environmental Policy Act is required for the non-aeronautical area.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute Amendment 5 with Environmental Sciences Associates for preparation of a Section 163 Analysis and Spill Prevention, Control and Countermeasures Plan for the Airport, for an amount of $16,927.
Responsible Staff Member: John Dickinson, Airport Manager

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

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

Attachments:

01-Staff Report- Amendment 5 ESA
02-Amendment 5 to Airport Master Professional Services Agreement with Environmental Science Associates
03- Airport Master PSA Amendments 1-4 with Environmental Sciences Associates.pdf

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

Meeting Date: March 14, 2023

Title: Amendment 5 to Airport Master Professional Services Agreement with Environmental Sciences Associates for Preparation of a Section 163 Analysis and Spill Prevention, Control and Countermeasures Plan

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

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

Background: On May 18, 2021, the City Council awarded a 5-year Master Professional Services contract to ESA of Sacramento, California for on-demand airport environmental consultant services beginning June 1, 2021, and ending May 31, 2026. The Master Professional Services contract award followed a competitive bidding process in accordance with the City of South Lake Tahoe and FAA procurement policies.

Currently, the City has a need for new professional services related to the development of a boat storage facility on Property Area 1, a 15-acre parcel designated for nonaeronautical use, at Lake Tahoe Airport. Property Area 1 is located between the airfield and Emerald Bay Road/U.S. Route 50. Because of its location on Airport property, approval and implementation of the boat storage facility will likely require one or more federal actions by the Federal Aviation Administration (FAA), including approving a conversion of airport property to non-aeronautical use and unconditional approval of an update to the Airport Layout Plan (ALP). If a federal action is identified, the Project would require environmental analysis under the National Environmental Policy Act of 1969 (NEPA). To determine whether there is a federal action, the FAA must screen the project per the requirements of Section 163 of the FAA Reauthorization Act of 2018. The first task, *Section 163 Analysis for a Proposed Boat Storage Facility at Lake Tahoe Airport*, includes preparation of a comprehensive project description including background information and documentation, to be submitted to the FAA for its use during the Section 139 screening process.

Furthermore, the Lake Tahoe Airport has acquired a new fuel truck and fuel tank. Acquisition of these resources requires preparation of an update/amendment to the Airport's Spill Prevention, Control, and Countermeasure (SPCC) Plan. The second task, *Update a Spill Prevention, Control and Countermeasure Plan for the Lake Tahoe Airport*, includes preparation of the updated/amended SPCC.

Issue and Discussion: The Airport is looking to secure an amendment to the contract for the two tasks under the Master Environmental Professional Services Contract with its consultant ESA. The Airport received scopes of work and cost estimates from ESA on December 7, 2022. The proposed cost for Task 1, *Section 163 Analysis for a Proposed Boat Storage Facility at Lake*

Tahoe Airport, is $8,720. The proposed cost for Task 2, *Update a Spill Prevention, Control and Countermeasure Plan for the Lake Tahoe Airport*, is $8,207.

Financial Implications: These tasks will be funded from Airport Enterprise fund Account Number: #501-05120-42025 with the available balance of $7,174 and additional funding to be requested during the mid-year budget review of $20,000 to be allocated from the available Airport fund balance. These new task orders have to be taken to City Council due to the overall cost that will exceed $60,000.00, which is currently at $53,074.00 with the other four (4) amendments.

Environmental Considerations: These tasks do not represent a "project" subject to environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(2) because it is a continuing administrative or maintenance activity. The outcome of these studies will determine any necessary environmental clearance required for the projects.

Policy Implications: These projects will fulfill Airport's mission to evaluate potential developments and increase revenues for Airport operations. In addition, it would address environmental policies for environmental protection.

Amendment No. 5 to Contract C-050-2021 dated June 1, 2021 between Environmental Science Associates and City of South Lake Tahoe

The Airport Sponsor and the Airport Environmental Consultant agree to amend the 5-Year Airport Master Professional Services Agreement at the Lake Tahoe Airport, South Lake Tahoe, California for environmental services for non-grant eligible capital improvement projects specified in Exhibit "A" of City Contract C-050-2021. Amendment No. 4 scope is for Migratory Bird and Noxious Weed Surveys, is included in the Scope of Work of City Contract C-050-2021. The item covered by this amendment is described broadly as follows:

Update a Spill Prevention, Control and Countermeasure Plan.

The Airport Sponsor agrees to pay the Consultant for the services listed in Exhibit A: Scope of Work in the following manner.

BASIC SERVICES

Task 1: SPCC Plan Review and Facility Assessment
Task 2: Draft and Final SPCC Plan
Task 3: SPCC Plan Staff Training (Optional Task)
Task 4: Project Management

TOTAL BASIC SERVICES .....Task Total $8,207*
*without Task 3 Total Basic Services Task would be $6,557.

And,

Prepare a Section 163 Analysis for a Proposed Boat Storage Facility.

The Airport Sponsor agrees to pay the Consultant for the services listed in Exhibit A: Scope of Work in the following manner.

BASIC SERVICES

Task 1: Detailed Project Description…… $5,180
Task 2: Section 163 Data Coordination…… $2,400
Task 3: Project Management…….……... $1,140

TOTAL BASIC SERVICES ....Task Total $8,720

TOTAL COST: $16,927

Method of payment shall be as follows:

Interim payments based on work performed by the Consultant and detailed in an invoice submitted to the Airport Sponsor with the request for payment.

For portions of this contract amendment that are defined by Fixed Lump Sum amounts, the Scope of Work delineates the schedule for services. If either the schedule or scope of work changes then this contract amendment must be re-negotiated in accordance with Architectural, Engineering and Planning Consulting Services for Airport Grant Projects, FAA AC 150/5100-14E, Change 1 (or as amended).

IN WITNESS WHEREOF, the parties have caused this Amendment No. 5 to Agreement to be executed on March 14, 2023.

CITY OF SOUTH LAKE TAHOE

By:_____
Cristi Creegan, Mayor

CONSULTANT: Environmental Science Associates

By:_____
Michael Arnold
Senior Vice President

Business License #008716

APPROVED AS TO FORM:

_____
Heather Stroud, City Attorney

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.

Attachments: Exhibit A – Scope of Services
Exhibit B – Contract C-050-2021

Exhibit A:

Scope of Services

ESA

2600 Capitol Avenue
Suite 200
Sacramento, CA 95816
916.564.4500 phone
916.564.4501 fax

esassoc.com

December 7, 2022

Mr. John Dickinson
Lake Tahoe Airport
1901 Lisa Maloff Way, Suite 100
South Lake Tahoe, CA 96150

Subject: Proposal to Update a Spill Prevention, Control and Countermeasure Plan for the Lake Tahoe Airport

Dear Mr. Dickinson:

We are pleased to submit this proposal to update a Spill Prevention, Control and Countermeasure (SPCC) Plan for Lake Tahoe Airport. Our scope of services is provided below, and our detailed cost estimate is attached.

Project Understanding

ESA understands that the Lake Tahoe Airport (TVL or the Airport) has acquired a new fuel truck and fuel tank, necessitating an update/amendment to the Airport's Spill Prevention, Control, and Countermeasure (SPCC) Plan. This scope of services sets forth the work efforts by ESA to assist the Airport in updating the SPCC Plan.

Assumptions

For the purpose of developing this scope of work and the attached cost estimate, ESA has made general assumptions. These assumptions, limitations, and exceptions specific to certain tasks are noted in their respective sections of this scope of work.

Scope of Work

Task 1: SPCC Plan Review and Facility Assessment

Under Task 1, ESA Team member Wildscape Engineering would review the existing SPCC Plan and related airport documents. The updated SPCC Plan would build upon the existing SPCC Plan by updating when facilities or operations have changed or when improvements to site storage or operations could improve spill prevention or control. Wildscape Engineering staff would tour the fuel tank site with the Airport manager or his designated representative to collect data on the existing fuel tanks, related hazardous materials, and any future proposed site or operational changes to the Airport that may be relevant to the SPCC Plan and that should be included in the five-year update.

Deliverable:

- Document review, site visit, and data collection

Task 2: Draft and Final SPCC Plan

Under Task 2, ESA Team member Wildscape Engineering would develop a preliminary draft of the SPCC Plan (to occur prior to the site tour described under Task 1) above, and then markup the preliminary draft SPCC Plan with additional details based on the assessment of the facility conducted during the site visit. The draft SPCC Plan would incorporate storage and operational recommendations and guidance, site photos, updated figures in CAD and PDF, the required inspection/report templates for Airport staff to use based on the Task 1 site visit, and discussions with Airport Manager or his designee. The Draft SPCC Plan would be reviewed by ESA and Airport staff. Comments and edits would be incorporated into the document to produce the final approved SPCC Plan to share with regulatory agencies.

Deliverables:

- Draft SPCC Plan
- Final SPCC Plan

Task 3: SPCC Plan Staff Training (Optional Task)

Task 3 is an optional task. Under this task, ESA Team members would provide annual SPCC staff training for compliance in December 2022 or January 2023. Scheduling of the annual training would be coordinated with the Airport manager or his designee to work with the Airport's work schedule and to allow relevant operational and maintenance staff to attend. This training is a requirement under the SPCC Plan and permit.

Deliverables:

- SPCC Plan Training

Task 4: Project Management

This task involves the administrative and managerial activities necessary for ESA to implement and oversee the other tasks included in this proposal. It includes coordination and management of the Project team, preparation of invoices, and project progress reports.

Schedule

ESA understands the schedule is critical for completing the SPCC Plan. If, upon approval of this proposal and issuance of a task order, the Airport Manager or his designee can walk the airport facilities with Wildscape Engineering staff by December 15, 2022, the Draft SPCC plan can be ready for review December 21, 2022. If there is a need to have a final SPCC plan sooner to stay in compliance, the ESA would be happy to discuss ways to expedite this schedule. ESA cannot be responsible for schedule delays caused by the City of South Lake Tahoe or the Airport.

Budget

ESA estimates that the maximum cost to undertake the proposed scope of work described herein is $8,207 ($6,557 without optional Task 3) on a time and materials basis as shown in the attached detailed cost estimate. To the extent that additional tasks are required, directed, and authorized by the Airport, ESA will prepare an amended cost estimate for approval prior to conducting any work outside this scope of work.

Thank you again for contacting ESA. If you have any questions about our proposal or approach, please feel free to contact me at (916) 840-3043 or at cjones@esassoc.com.

Sincerely,

Chris Jones, AICP
Principal Associate

Table 1: Cost Proposal
ESA Labor Detail and Expense Summary

	Employee Names					
		Mike Arnold	**Chris Jones**			
	Labor Category	**Senior Director III**	**Director I**	***Subtotal***	**Total Hours**	**Labor Price**
Task #	**Task Name/Description**	**$ 300**	**$ 210**			
1.0	SPCC Plan Review and Facility Assessment			*$ -*	-	$ -
2.0	Draft and Final SPCC Plan		4	*$ 840*	4.00	$ 840
3.0	SPCC Plan Staff Training (Optional Task)			*$ -*	-	$ -
4.0	Project Management	1	2	*$ 720*	3.00	$ 720
				$ -	-	$ -
Total Hours		1	6	*7*	**7**	
Total Labor Costs		$ 300	$ 1,260	*$ 1,560*		**$ 1,560**
Percent of Effort - Labor Hours Only		14.3%	85.7%	*100.0%*	100.0%	
Percent of Effort - Total Project Cost		3.7%	15.4%			19.0%

ESA Labor Cost	**$**	**1,560**
Subconsultant Costs	**$**	**6,647**
PROJECT TOTAL	**$**	**8,207**

ESA

2600 Capitol Avenue
Suite 200
Sacramento, CA 95816
916.564.4500 phone
916.564.4501 fax

esassoc.com

December 7, 2022

Mr. John Dickinson
Lake Tahoe Airport
1901 Lisa Maloff Way, Suite 100
South Lake Tahoe, CA 96150

Subject: Proposal to Prepare a Section 163 Analysis for a Proposed Boat Storage Facility at Lake Tahoe Airport

Dear Mr. Dickinson:

We are pleased to submit a proposal to assist Lake Tahoe Airport with preparing a Section 163 analysis for proposed boat storage facility at Lake Tahoe Airport. Our scope of services is provided below, and our detailed cost estimate is attached.

Project Understanding

The City of South Lake Tahoe seeks to develop a boat storage facility (Project) on Property Area 1 at Lake Tahoe Airport (TVL or the Airport). Property Area 1 is approximately 15 acres in size and located between the airfield and Emerald Bay Road/U.S. Route 50. The parcel is designated for future non-aeronautical use on the current Airport Layout Plan (ALP) for TVL. Approval and implementation of the Project will likely require one or more actions by the FAA, including approving conversion of airport property to non-aeronautical use and unconditional approval of an update to the Airport Layout Plan (ALP) for TVL. If so, the Project would require environmental analysis, coordination, and documentation conforming to the provisions of NEPA and the requirements of FAA Order 1050.1F, Environmental Impacts: Policies and Procedures, and Order 5050.4B, NEPA Implementing Instructions for Airport Actions. However, first the FAA must screen the Project to determine if it has ALP approval authority for all or only parts of the Project under Section 163 of the FAA Reauthorization Act of 2018. This scope of services sets forth the work efforts by ESA to coordinate with the FAA in its Section 163 review.

Assumptions

For the purpose of developing this scope of work and the attached cost estimate, ESA has made general assumptions that are described herein. Other assumptions, limitations, and exceptions specific to certain tasks are noted in their respective sections of this scope of work.

Scope of Work

Task 1: Detailed Project Description

The FAA will require a project description that thoroughly documents all the project details including the site size, structural dimensions (e.g., size and height), and activities that will take place on site. As part of the project description, ESA will prepare a figure depicting the project site components overlaid on the most recently approved ALP. This exhibit will be limited to depicting the addition of the boat storage facility to the ALP and

will be used solely for purposes of securing the Section 163 determination. This exhibit does not constitute an update to the ALP for TVL.

This effort does not include a detailed planning exercise or development of build out alternatives for future aeronautical use. Because the FAA often sets a high bar for these releases, the effort required could well exceed the level of effort budgeted. If that is the case, the Consultant will prepare a more detailed scope and additional estimate of cost to address the additional effort

Deliverable(s): Draft and Final Project Description with ALP based figure.

Assumptions:

Does not include formal coordination through Obstruction Evaluation/Airport Airspace Analysis (OEAAA) review process or other FAA lines of business.

- Assumes Project line work is available in digital form for import to ALP.
- Assumes very limited effort to generate a digital version of the latest approved ALP.
- Does not include resolution of FAA questions or concerns of ALP elements unrelated to the Project.
- Assumes development of additional drawings or other more detailed planning efforts will not be required.

Task 2: Section 163 Data Coordination

ESA will assist in the collection and coordination of information required by the FAA to process its Section 163 determination. This information may include:

- A copy of the on-airport land use map;
- A copy of the latest Exhibit A property map;
- Supporting documentation regarding airport ownership of the land the project is located on, including surplus or any other property deeds of conveyance, etc.;
- Source(s) of funding for the proposed project;
- Other information required for the FAA to determine whether a release of obligations is required

Deliverable(s): Assembly of documentation required for the FAA to process a Section 163 determination.

Assumptions:

- All information is readily available in digital format.
- Titles searches and detailed research relative to the property ownership are beyond the scope of this effort.

- No new drawings will be required to support the information submittal.

Task 3: Project Management

This task involves the administrative and managerial activities necessary for ESA to implement and oversee the Project. It includes the routine coordination and management of the Project team, preparation of monthly invoices and project progress reports, coordination with Lake Tahoe Airport staff, the City of South Lake Tahoe, and the FAA and regular status update calls, project management plan preparation and updates, and project closeout procedures.

Schedule

ESA understands the schedule is critical to the project. Accordingly, ESA will undertake its best effort and apply the appropriate resources to move the Section 163 review process forward as quickly as possible. ESA cannot be responsible for schedule delays caused by Lake Tahoe Airport staff, the City of Lake Tahoe or the FAA.

Budget

ESA estimates that the cost to undertake the proposed scope of work described herein is $8,720, as shown in the attached detailed cost estimate. To the extent that additional tasks are required, directed, and authorized by the City of South Lake Tahoe, ESA will prepare an amended cost estimate for approval prior to conducting any work outside this scope of work.

Thank you again for contacting ESA. If you have any questions about our proposal or approach, please feel free to contact me at (916) 840-3043 or at cjones@esassoc.com.

Sincerely,

Chris Jones, AICP
Principal Associate

Table 1: Cost Proposal
ESA Labor Detail and Expense Summary

	Employee Names						
		Mike Arnold	**Chris Jones**	**Patrick Hickman**			
	Labor Category	**Senior Director III**	**Director 1**	**Managing Associate II**	***Subtotal***	**Total Hours**	**Labor Price**
Task #	**Task Name/Description**	**$ 300**	**$ 210**	**$ 190**			
1.0	Detailed Project Description	1	16	8	*$ 5,180*	25.00	$ 5,180
2.0	Section 163 Data Coordination	1	10		*$ 2,400*	11.00	$ 2,400
3.0	Project Management	1	4		*$ 1,140*	5.00	$ 1,140
Total Hours		3	30	8	*41*	**41**	
Total Labor Costs		$ 900	$ 6,300	$ 1,520	*$ 8,720*		**$ 8,720**
Percent of Effort - Labor Hours Only		7.3%	73.2%	19.5%	*100.0%*	100.0%	
Percent of Effort - Total Project Cost		10.3%	72.2%	17.4%			100.0%

ESA Labor Cost **$ 8,720**

PROJECT TOTAL **$ 8,720**

Exhibit B

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CITY OF SOUTH LAKE TAHOE

AIRPORT MASTER PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 1st day of June 2021 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and **Environmental Science Associates (ESA)** ("Consultant").

RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

   The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.
   All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

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

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and incorporated herein by reference. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without prior written authorization from City.

6. Ownership of Documents. All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees and agents and Sub-Consultant in the course of implementing this Agreement, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

7. Consultant's Books and Records.

    a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum

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period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from records shall be available at Consultant's address indicated for the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained at City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

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

City is not required to make any deductions or withholdings form the compensation payable to Consultant under the provisions of this Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third-party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

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9. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

   Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

   a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,
   b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

10. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

11. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

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In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

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

13. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.
This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any Sub-Consultant, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with this Agreement, and consultant's work under this Agreement.

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14. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each Sub-Consultant to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the Sub-Consultant's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for

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protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or Sub-Consultant. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

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

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

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

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

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

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

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

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

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

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insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Consultant allow any Sub-Consultant to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the Sub-Consultant has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

15. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: Lake Tahoe Airport
1901 Lisa Maloff Way, Suite 100
South Lake Tahoe, CA 96150
Tel: (530) 542-6182
Email: mgibbs@cityofslt.us

Provide a copy to: City Attorney's Office
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150
Tel: (530) 542-7478
Email: hstroud@cityofslt.us

If to Consultant: Chris Jones, AICP
Principal Associate
Environmental Sciences Associates (ESA)
2600 Capitol Avenue, Suite 200
Sacramento, CA 95816
Tel: (916) 840-3043
Email: cjones@esassoc.com

Provide a copy to:

16. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not

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subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the Sub-Consultant. Nothing in the Agreement shall create any contractual relationship between City and Sub-Consultant nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such Sub-Consultant other than as otherwise required by law.

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

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

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

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

21. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free work place by taking the following actions:

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

b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
   i. The dangers of drug abuse in the workplace;
   ii. The person's or organization's policy of maintaining a drug-free workplace;
   iii. Any available counseling, rehabilitation and employee assistance program; and
   iv. Penalties that may be imposed upon employees for drug abuse violations.

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

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

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

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

24. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et.seq.), which prohibits discrimination on the basis of

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disability, as well as all applicable regulations and guidelines issued pursuant to ADA.

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

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

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

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

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

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

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

Timetables

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

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

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

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

32. Breach of Contract Terms. Any violation or breach of terms of this contract on the part of the Consultant or its Sub-Consultant may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a

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specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

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

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

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

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c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Sub-Consultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

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

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

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

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

37. Contract Workhours and Safety Standards Act Requirements.
    a. Overtime Requirements. No Consultant or Sub-Consultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
    b. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this clause, the Consultant and any Sub-Consultant responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and Sub-Consultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.
    c. Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or Sub-Consultant under any such contract or any other Federal contract with the same prime Consultant, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any

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liabilities of such Consultant or Sub-Consultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

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

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

39. Davis-Bacon Act.

a. Minimum wages.

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

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deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (42)(b) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Consultant and its Sub-Consultant at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

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

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

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officer within the 30-day period that additional time is necessary.

iv. In the event the Consultant, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

b. Withholding. The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Consultant under this contract or any other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Consultant, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices,

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trainees, and helpers, employed by the Consultant or any Sub-Consultant the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Consultant, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

c. Payrolls and Basic Records.

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

   ii. A. The Consultant shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Consultant will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation

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Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime Consultant is responsible for the submission of copies of payrolls by all Sub-Consultant. Consultants and Sub-Consultant shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Consultant will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Consultant, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Consultant to require a Sub-Consultant to provide addresses and social security numbers to the prime Consultant for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

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

1. The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
2. Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned,

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other than permissible deductions as set forth in Regulations 29 CFR Part 3;

3. Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

iii. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

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

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

d. Apprentices and Trainees.

i. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary

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

ii. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan

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

e. Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
f. Compliance with Copeland Act Requirements. The Consultant shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.
g. Subcontracts. The Consultant or Sub-Consultant shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the Sub-Consultant to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for the compliance by any Sub-Consultant or lower tier Sub-Consultant with all the contract clauses in 29 CFR Part 5.5.
h. Contract Termination: Debarment. A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds

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for termination of the contract, and for debarment as a Consultant and a Sub-Consultant as provided in 29 CFR 5.12.

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

j. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Consultant (or any of its Sub-Consultant) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

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

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

The Prime Consultant agrees to pay each Sub-Consultant under this prime contract for satisfactory performance of its contract no later than sixty (60) days from the receipt of each payment the prime Consultant receives from the City of South Lake Tahoe. The prime Consultant agrees further to return retainage payments to each Sub-Consultant within sixty (60) days after the

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Sub-Consultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of South Lake Tahoe. This clause applies to both DBE and non-DBE Sub-Consultant.

41. Texting When Driving. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant. In support of this initiative, the Owner encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding $3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

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

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

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

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

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

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

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47. Procurement of Recovered Materials. Consultant and Sub-Consultant agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Consultant and Sub-Consultants are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:
    a. The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
    b. The Consultant has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

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

    Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the Consultant can demonstrate the item is:
    a. Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
    b. Fails to meet reasonable contract performance requirements;
    c. Is only available at an unreasonable price.

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

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

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50. Termination for Convenience. The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete. Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services. Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

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

    Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete. Owner agrees to make just and equitable

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compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services. Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause. If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

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

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

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

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53. Time Overruns Beyond Control of Consultant. On airport architectural/ engineering construction contract amendments to the Master Professional Services Agreement, the Consultant must provide the City with amendment language that states the period of time as specified by the number of contract days for which the compensation applies. The consultant must be reimbursed for services in excess of the specified period of time at a mutually acceptable fee negotiated at the time all the pertinent circumstances are known. The cost of additional consultant technical inspection services that would result from Construction Contractor or City caused construction delays should be included in the liquidated damages established for Airport Improvement Program (AIP) construction contracts.

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

CITY OF SOUTH LAKE TAHOE:

By Joe Irvin

Joseph Irvin, City Manager

CONSULTANT: **ENVIRONMENTAL SCIENCE ASSOCIATES**

By Michael Arnold 5/24/2021

Michael Arnold, Senior Vice President

Business License # 008716

APPROVED AS TO FORM:

By Heather Stroud

Heather Stroud, City Attorney

ATTEST:

5/24/2021

By

Susan Blankenship, City Clerk

Attachments:

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

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EXHIBIT A

SCOPE OF SERVICES

Environmental Services and qualifications should include, but not necessarily be limited to the following work elements:

- The investigation, rehabilitation and management plans related to habitats of flora, fauna, and other species,
- The preparation of environmental reports, risk assessments, remedial action plans, site investigation, rehabilitation and mitigation efforts,
- Documentation, reports and studies related to NEPA, CEQA and TRPA compliance, including but not limited to agency coordination, biological assessments, surveys and permits applications,
- Industrial and Construction Stormwater pollution prevention plan (SWPPP) updates, amendments or new construction plan documents,
- Spill Prevention, Control, and Countermeasure Plan (SPCC) compliances support services which may include amendments or technical support to a spill event,
- Technical support for Hazardous materials management,
- El Dorado County Hazardous Materials Business Plan amendments,
- Other environmental services related to airports as may be required due to the complex multi-layered environmental regulatory structure existing inside the Lake Tahoe Basin.

Contemplated airport capital development projects under this contract may include, but are not limited to, any of the following projects below over the five-year contract period (not in order of priority). Project work will be based on funding availability (local, state and federal). Respondents are advised that some services may not be required and the Sponsor reserves the right to initiate an additional procurement action for any project service not included in this RFQ during the contracting period, if required by unforeseen conditions/events that may transpire. The negotiation of the fee services, shall occur at the time those services are needed as specified in Federal Aviation Administration Advisory Circular 150/5100-14E Change 1, *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*. Examples of fee schedule and scope of work are provided in Appendices C and E of Federal Aviation Administration Advisory Circular 150/5100-14E Change 1. An independent cost analysis shall be performed for each of these negotiations for all projected funded in part by the Federal Aviation Administration Airport Improvement Program. If a price cannot be agreed upon between the owner and the selected firm and negotiations are terminated, negotiations may be initiated with the second top rated firm, if one exists.

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CAPITAL PROJECTS CONTEMPLATED 2021-2026

Please note that City (Airport Sponsor) Fiscal Year (FY) begins on October 1 ending September 30.

1. **FY 2020-2021** after consultant selection, provide airport with rough order of magnitude for anticipated project costs for capital financial planning purposes, a focus will be on non-grant eligible work which includes TRPA, CEQA and other agency environmental review. These are estimates and not final negotiated fee schedule for proposed work and should not be treated as such. Anticipated to start estimation process in October 2021 after a 5—year Master Professional Services Contract is executed with the Sponsor. This process will assist the Sponsor in ensure adequate planning for future funding allocations for 2021-2026 contemplated project implementation. Also contemplated is initial scoping meeting with FAA Environmental Protection Specialist to qualify level of environmental documentation required to implement 2023 Airport Layout Plan Update with narrative report or a new Airport Master Plan. The Airport Sponsor believes a new Airport Master Plan is more probable.

2. **FY 2021-2022** act as the Airport Sponsor's representative in initial outreach and coordination with TRPA on project slated for FY 2023 CEQA/TRPA environmental compliance documentation ahead of FY 2024 engineering & design and NEPA compliance documentation and FY 2025 construction. This element may commence after October 1, 2021. The FY 2024-2024 project scope includes the following: Rehabilitate Runway 18/36 (crack repair and seal coat application), Remove High Speed Taxiways E/F, Remove Taxiway J, Remove Portion of decommissioned Taxiway H, remove excess pavement on S. end of Taxiway A, construct 3 x new 90 degree connector Taxiways to Runway 18/36 in new locations, rename Taxiways based on current FAA Standard, Install new LED airfield signs, Investigate Magnetic variation runway designation change. In FY 2021 discuss with TRPA land coverage implications and relocation/removal of land banked coverage owned by the Airport. Solicit TRPA comment on environmental scoping requirements and probability of including said project as a possible TRPA Environmental Improvement Program (EIP) project to reduce impervious hard coverage in the airport's stream environment zone (Class 1b). TRPA project coordination expected in summer or fall 2021. CEQA Initial Study/Mitigated Negative Declaration for 2017 Master Plan Update contained project scope. Tiering of CEQA compliance document required at project level when project is ripe for design in FY 2023.

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Also anticipated is a CEQA Statutory Categorical Exemption (14 CCR § 15262) for FY 2022 project Update Airport Pavement Maintenance Management Plan. Approved environmental compliance documents required ahead of fall 2022 AIP grant cycle due on October 1, 2022. Work on these environmental documents will commence on contract execution as the first Master Professional Services Agreement as an amendment.

3. **FY 2022-2023** AIP Funded Update Airport Pavement Maintenance Management Plan with new plan in 2022-2023 in accordance with Federal Aviation Administration Advisory Circular 150/5380-7B, *Airport Pavement Management Program*. Anticipated AIP grant application is fall of 2022 with grant award in midsummer 2023.

   Also anticipated is initial coordination for NEPA Categorical Exclusion (307p AIP planning grant for Airport Master Plan or Airport Layout Plan Update with Narrative Report). Approved environmental compliance documents required ahead of fall 2023 AIP grant cycle. Work on these environmental documents will commence at a time of mutual convenience to the Master Professional Services Agreement as an amendment. Environmental compliance documents are required prior to April 1, 2023 to make the City eligible for FAA AIP grant application.

4. **FY 2023-2024** Airport Layout Plan Update (ALP) with Narrative Report Planning Study or New Airport Master Plan. Update Airport Layout Plan or New Airport Master Plan based upon "triggering event" which for the City was the election of a completely new City Council whose priorities are not aligned with those of the previous City Council who approved the last Airport Master Plan & companion Airport Layout Plan (2016-AWP-1458-NRA). Based on City Council policy direction, the Airport will seek to establish a new near-term, mid-term and long-term airport capital project list which meets City priorities to develop the airport in order to maximize new revenues opportunities, improve emergency response, and incentivize economic development in South Lake Tahoe. City coordination with TRPA is required during the iterative ALP Update or Airport Master Planning process to ensure that the projects proposed are viable and to adequately identify environmental scoping requirements to move proposed projects forward in a coordinated fashion. The selected environmental consultant will assist the City in meeting with and eliciting input from TRPA and other key local area stakeholders during the planning process. Agency and public input will be required from the TRPA, Lanhontan Region California Water Resources Control Board, California Department of Fish and Wildlife, U.S. Forest Service Tahoe Basin Management Unit, California Tahoe Conservancy, Tahoe Resource Conservation District, El Dorado County Planning Division, City of South

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Lake Tahoe Development Services, Sierra Nevada Alliance and the League to Save Lake Tahoe. Public outreach is also likely to ensure transparency in the process to ensure all environmental concerns are identified early in the process to shape future airport capital project viability and environmental regulatory scoping requirements in a complex environment. Conditional ALP Update approval to required NEPA Categorical Exclusion (possible NEPA Categorical Exclusions & Extraordinary Circumstances: 310e, 310f, 309b, 310k, 310p, 309e, 310l, 310z, 307b, 310w, 310f, 304k, 304c, 304b) or NEPA Environmental Assessment if deemed necessary by FAA Environmental Protection Specialist. If a new Airport Master Plan avenue is sought it is likely that an NEPA Environmental Assessment will be required to accompany the Airport Master Plan. Please note due to airport setting proposed changes may involve "extraordinary circumstances" as determined by the FAA Environmental Protection Specialist requiring additional environmental analyses; which may require an Environmental Impact Statement. The Airport Layout Plan Update or new Airport Master Plan will be approved by City Council and a CEQA Initial Study must be performed which may require a CEQA Environmental Impact Report.

Also anticipated in FY 2023 is the CEQA Initial Study and TRPA environmental compliance documents required for FY 2024 project Rehabilitate Runway 18/36 (crack seal and slurry seal runway), Remove High Speed Taxiways E/F, Remove Taxiway J, Remove Portion of Taxiway H and Remove excess pavement on S. End of Taxiway A, construct 3 x new 90 degree connector Taxiways to Runway 18/36 in new locations, rename Taxiways based on current FAA Standard, Install new LED airfield signs, Investigate Magnetic variation runway designation change. Work on these environmental documents will commence at a time of mutual convenience. Environmental compliance documents are required prior to April 1, 2024 to make the City eligible for FAA AIP grant application.

5. **FY 2024-2025** Design, Engineering and anticipated completion of NEPA Categorical Exclusion with extraordinary circumstances or NEPA Environmental Assessment compliance documents for Runway 18/36 (crack seal and slurry seal runway), Remove High Speed Taxiways E/F, Remove Taxiway J, Remove Portion of Taxiway H and Remove excess pavement on S. End of Taxiway A, construct 3 x new 90 degree connector Taxiways to Runway 18/36 in new locations, rename Taxiways based on new FAA Standard, Install new LED airfield signs, Investigate Magnetic variation runway designation change.

6. **Undetermined project timing**. Project viability still under consideration. Land Lease to solar developer Staten Solar/IGS for the North Airport Solar

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Farm on Airport Parcel APN 031-020-042 (7.42 acres on TRPA Land Capability Areas 4 & 5). Requires release of airport land from aeronautical use to long term lease for non-aeronautical purposes. A release of airport land from aeronautical use requires a Federal Action and NEPA environmental review for the nature of the land release (NEPA 907b). Due to the area being currently designated as a "conservation area" in the Trout Creek Area Plan, the nature of this development may trigger NEPA "extraordinary circumstances" that may result in a NEPA Environmental Assessment rather than the typical Categorical Exclusion for such land release approvals. Many other local environmental hurdles exist that are being investigated by the SEED Fund on behalf of the Sponsor. A CEQA Initial Study would also be required if this project were to overcome several local technical hurdles along with TRPA environmental compliance.

On April 17, South Lake Tahoe became the twenty-sixth municipality in the United States, and the latest in a growing coalition of mountain communities, to commit to 100 percent clean and renewable electricity. The South Lake Tahoe City Council approved a measure establishing a goal of transitioning entirely to renewable sources of electricity by 2032. Included in this pledge was a short-term goal of reaching 50% municipal renewable energy by 2025. Mayor Austin Sass signed onto Climate Reality's 100% Committed campaign alongside communities such as Moab, UT and Aspen, CO. (https://www.climaterealityproject.org/content/roadmap-100). The City of South Lake Tahoe has also resolved to cut its carbon emission footprint by 80% by 2040 for all fleet vehicles. The current energy utility provider, Liberty Utilities, generates about 25% of its energy by renewable sources. Since this project is still in project viability development the scope of environmental support is unknown at this time. Depending on the outcome of SEED Fund investigations additional environmental compliance, research or field study work maybe required to satisfy TRPA, CEQA or other regulatory agencies with jurisdiction over this area.

7. **Undetermined project timing.** Anticipated CEQA Categorical Exemption (14 CCR § 15302) required. City funded crack seal, hot patch repairs to minor sections and slurry seal pavement surface treatment for Lisa Maloff Way (Landside Airport Access Road) pavement sections C32 including a portion of the Airport Terminal Parking Lot pavement sections C33, C34, C35 (pavement preservation) and Taxilane D C30, C29 (pavement preservation). Pavement sections numbers determined from 2017 Lake Tahoe Airport Pavement Maintenance Management Plan which is an attachment to this document.

8. **Undetermined project timing**. Anticipated CEQA Categorical Exemption

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(14 CCR § 15301) required. Architectural services for relocating other City Divisions to Airport Terminal Building. Architectural design and engineering to remodel portions of the terminal building to convert to efficient use by the Development Services Division, hazardous materials inventory and abatement, remodeling design/floor plan layout for future RFP, RFP advertisement document preparation, City Public Works contract preparation, and construction during terminal remodeling efforts. No specific timeline established; demand driven by City Manager.

9. **Undetermined project timing.** Implementation of any of the currently approved Airport Master Plan projects not specifically provided with an implementation date and are driven by need/demand. These include NEPA and CEQA project level review:

a. To acquire avigational easements to for airspace protection (vegetative management), protection of runway safety areas and runway protection zones.
b. New Automated Weather Observation Station (AWOS) installation
c. New Aircraft Wash Rack
d. New Aircraft Self-Serve Fueling Station
e. New 120' x 120' Commercial Hangar Construction
f. Runway Obstacle Free Area hazard vegetation removal
g. Release future non-aeronautical use areas on the airport
h. Rehabilitate Automobile parking lots and access roads to said parking lots
i. Electric Vehicle Charging Stations
j. Fixed Based Operator Facility expansion
k. Development of new instrument procedure to Runway 36. RNAV (GPS) Localizer Performance without Vertical Guidance (LP) approach.

10. **Undetermined project timing**. Anticipated CEQA Categorical Exemption (14 CCR § 15301). City funded Airport Terminal Building Membrane Roof Replacement Project. Prepare design, engineering specification and bid documents for RFP by City. Provide engineering analysis to recommend replacement roofing system for the airport terminal building to the Sponsor. Administer construction management and quality control services on behalf of the Sponsor to ensure long term viability for replacement roofing system.

11. **FY 2025-2026** project anticipated for FAA AIP 2026 grant cycle titled: Rehabilitate General Aviation Apron (75,000 SY, crack seal and seal coat construction). Anticipated NEPA Categorical Exclusion (310e) required. Anticipated CEQA Categorical Exemption (14 CCR § 15301) required. Environmental compliance documents are required prior to April 1, 2026 to make the City eligible for FAA AIP grant application. Also

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contemplated is local permitting for upcoming tree 2029 tree removal to remove hazards to air navigation from airport environs. This includes CEQA Initial Study, Lahontan Timber Waiver, TRPA Tree Removal Permits, and CAL-FIRE Public Agency Right of Way Exemption permit to remove mature trees from both on airport and off airport locations. This includes any ancillary permits such as burn permit depending on type of treatment proposed.

All projects are dependent upon federal Airport Improvement Program (AIP) funding, Caltrans funding, and/or City funding. All project elements require funding approval from the Sponsor prior to being obligated as an amendment to this 5-year Master Professional Services Agreement. Therefore, it shall be understood that some of the services related to the above listed projects may be deleted or modified. The Sponsor reserves the right to phase the projects contemplated 2021-2026 through the course of multiple grants and/or maybe phased into smaller projects as funding and need dictate. The Sponsor reserves the right to initiate additional services not included in the initial procurement.

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EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Estimated fees (not to exceed) $Negotiated during contract amendments.

Hourly Rate:	**$Please see attached schedule of hourly rates**
Travel and out-of-pocket expenses	**$N/A**

(travel is included in the TOTAL (not to exceed amount)

TOTAL (not to exceed) **$Negotiated during contract amendments.**

TIMELINE:

Contract starts on June 1, 2021 and ends on May 31, 2026.

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Exhibit B

Environmental Science Associates & Subsidiaries
2021 Schedule of Fees

I. Personnel Category Rates

Charges will be made at the Category hourly rates set forth below for time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time, etc. Time spent on projects in litigation, in depositions and providing expert testimony will be charged at the Category rate times 1.5.

Labor Category	Level I	Level II	Level III
Senior Director	265	280	300
Director	210	225	240
Managing Associate	175	190	205
Senior Associate	150	160	170
Associate	105	125	135
Project Technicians	85	100	120

(a) The range of rates shown for each staff category reflects ESA staff qualifications, expertise and experience levels. These rate ranges allow our project managers to assemble the best project teams to meet the unique project requirements and client expectations for each opportunity.

(b) From time to time, ESA retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor may be charged at regular Employee Category rates.

(c) ESA reserves the right to revise the Personnel Category Rates annually to reflect changes in its operating costs.

II. ESA Expenses

A. Travel Expenses

1. Transportation
   a. Company vehicle – IRS mileage reimbursement rate
   b. Common carrier or car rental – actual multiplied by 1.15
2. Lodging, meals and related travel expenses – direct expenses multiplied by 1.15

B. Communications and Project Support Fee

Non-travel expenses incurred for the duration of the agreement for project support but not itemized below, including document retention, delivery and communications. Project labor charges multiplied by 3%.

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C. Printing/Reproduction Rates

Item	Rate/Page	Sample Pricing
Black & White – 8.5 x 11	$0.10	
Black & White – 11 x 17	$0.20	
Color – 8.5 x 11	$0.40	
Color – 11 x 17	$0.70	
B&W – Plotter (Toner – ECO Quality)	$0.40/sf	24x36 B/W CAD drawing would cost $2.40 per sheet
B&W – Plotter (Toner – Presentation Quality)	$1.00/sf	24x36 B/W CAD drawing would cost $6.00 per sheet
Color – Plotter (Inkjet – ECO Quality)	$2.00/sf	24x36 Color Drawing would cost $12 per sheet
Color – Plotter (Inkjet – Presentation Quality)	$4.00/sf	24x36 Color Drawing would cost $24 per sheet
CD	$10.00	
Digital Photography	$20.00 (up to 50 images)	
All Other Items (including bindings and covers)	At cost plus 10%	

D. Equipment Rates

Item	Rate/Day	Rate/Week	Rate/Month
Project Specific Equipment:			
Vehicles – Standard size	$ 40[a]	$ 180	
Vehicles – 4x4 /Truck	85		
Vehicles – ATV	125		
Noise Meter	100		
Hydroacoustic Noise Monitoring Equipment	150		
Electrofisher	300	1,200	
Sample Pump	25		
Field Traps	40		
Digital Hypsometer (Nikon)	20		
Stilling Well / Coring Pipe (3 inch aluminum)	3/ft		
Backpack Sprayer	25		
360-Degree 4k Camera	30	120	
Cam-Do Time-Lapse Camera	15	50	180
Beach Seine	50		
Otter Trawl	100		
Wildlife Acoustics Bat Detector	125	400	
Wildlife Trail Camera	30	100	
Fiber Optic Endoscope	125	500	
Spot Light	30		
Spotting Scope	50	200	
Topographic/Bathymetric Survey Equipment:			
Auto Level	40		
Total Station	200	600	
DJI Quad Drone	300	1,200	
RTK-GPS	300	1,200	
RTK-GPS Smartnet Subscription	50	200	
Single-Beam Echoshounder	150	600	
Trimble GPS GeoXT	75	350	900
iPad/Android Tablet + 1m GNSS External Sensor (Trimble R1, Bad Elf)	75	350	900
iPad/Android Tablet + sub-meter Arrow 100/TDC 150	100	400	1,100
iPad/Android Tablet + sub-foot Arrow Gold	200	800	2,800

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Item	Rate/Day	Rate/Week	Rate/Month
iPad/Android Tablet only (includes Garmin Glo external sensor)	50	225	600
Laser Level	60		
Garmin GPS or equivalent	25		250
Hydrologic Data Collection, Water Current, Level and Wave Measurement Equipment:			
ISCO 2150 Area Velocity Flow Logger	$ 25	$ 100	$ 350
SonTek IQ-Plus Area Velocity Flow Logger	180	500	1600
Logging Rain Gage	10	40	125
Marsh-McBirney Hand-Held Current Meter	50	200	
FloWav Surface Velocity Radar	50	200	
RBR Virtuoso Wave Pressure Sensor		100	350
SOFAR Ocean Spotter Wave Buoy	30	120	450
Ocean Sensor Systems Sonic Wave Sensor	30	120	450
Logging Water Level - Pressure Transducer	10	30	100
Logging Barometric Pressure Logger	5	15	50
Well Probe / Water Level Meter	20	80	
Bottom-Mounted Tripod / Mooring	25	100	400
Handheld Suspended Sediment Sampler	20		250
Water Quality Equipment:			
Logging Turbidimeter/Water Level Recorder	$ 25	$ 100	$ 400
Logging Conductivity/Water Level Recorder	20	60	200
In-Situ Troll 9500 logging water quality multiprobe		200	800
Logging Temperature Probe	3	10	40
Hach Hand-Held Turbidimeter Recording Conductivity Meter w/Datalogger	50	200	
Refractometer	20	80	
YSI Hand-Held Salinity Meter or pH meter	30	120	
Hand-Held Conductivity/Dissolved Oxygen Probe (YSI 85)	40	160	
HOBO Salinity Gauge			125
HOBO DO/Temp Probe			125
In-Situ Aqua Troll 600 Water Quality Sonde			800
In-Situ VuSitu Telemetry System Hardware			40
YSI 650 with 6920 Multi Probe	180	500	1500
YSI ProDSS Multi Probe	180	500	1500
ISCO 6712 Portable Sampler w/ISCO 2105 Module	40	250	900
Sedimentation / Geotechnical Equipment:			
Peat Corer	$ 75	$ 300	
60lb Helly-Smith Bedload Sampler with Bridge Crane	175	700	
Suspended Sediment Sampler with Bridge Crane	75	300	
Guelph Permeameter	50	200	
Vibra-core	100	400	
Muck Corer	50	200	
Shear Strength Vane	50	200	
Auger (brass core @ $ 5/each)	20	80	
Boats:			
14' Aluminum Boats with 15 HP Outboard Motor	$ 100	$ 400	
Single or Double Person Canoe/Kayak	30	120	
Small Watercraft Motor	20	100	
20' Lowe Boat w/115 HP Outboard	300	1,500	
[North River Boat – Ask Matt Silva for Specs and Price]			
17' Boston Whaler w/ 90 HP Outboard	300	1,500	

[a] Actual project charges will be either the IRS mileage reimbursement rate or the daily rate, whichever is higher.

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E. Cloud-based Services

Item	Rate/Hour	Rate/Day	Rate/Week	Rate/Month
Cloud-based Services				
Nearmap High Resolution Images		$50/image		
ArcGIS Online Hosting (Web Maps/Apps)				$200
Website Hosting				$200
Custom Application & Services Hosting*				$300*
Modeling (GeoHECRAS, TUFLOW, Delft3D) + Drone Processing	$7	$160	$950	$3,900
Aviation Environmental Design Tool (AEDT) Processing	$13	$190	$1,120	$4,600
*includes support for database, SSL, IT support – costs vary by project. Contact software development services for firm pricing.				

III. Subcontracts

Subcontract services will be invoiced at cost multiplied by 1.15.

IV. Other

The fees above do not include sales tax. Any applicable or potential sales tax will be charged when appropriate.

V. Payment Terms

Unless otherwise agreed in writing, ESA will submit invoices on a monthly basis. Any unpaid balances shall draw interest at one and one half percent (1.5%) per month or the highest rate allowed by law, whichever is lower, commencing thirty (30) days after date of invoice. All invoices not contested in writing within fifteen (15) business days of receipt are deemed accepted by Client as true and accurate and Client thereafter waives any objection to Clients invoices, which are payable in full.

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EXHIBIT C

ANTI-LOBBYING CERTIFICATION

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

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

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

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

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

Consultant: Environmental Science Associates
Chris Jones, Principal Associate

By:_____

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EXHIBIT D

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

Consultant: Environmental Science Associates

Chris Jones, Principal Associate

By:_____

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EXHIBIT E

TAX DELINQUENCY AND FELONY CONVICTION CERTIFICATION

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications (Check one)

1) The applicant represents that it is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2) The applicant represents that it is [ ] is not [ ] is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note:

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Consultant: Environmental Science Associates

Chris Jones, Principal Associate

By:_____

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EXHIBIT F

CERTIFICATION OF OFFERER / BIDDER REGARDING DEBARMENT

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

Consultant: Environmental Science Associates

Chris Jones, Principal Associate

By:_____

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EXHIBIT C

ANTI-LOBBYING CERTIFICATION

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

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

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

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

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

Consultant: Environmental Science Associates
Michael Arnold, Senior Vice President

By: Michael Arnold

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EXHIBIT D

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

Consultant: Environmental Science Associates

Michael Arnold, Senior Vice President

By: Michael Arnold

DocuSign Envelope ID: 6C95A2BD-2E48-43D7-B12F-819EFDA287C4

EXHIBIT E

TAX DELINQUENCY AND FELONY CONVICTION CERTIFICATION

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications (Check one)

1) The applicant represents that it is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2) The applicant represents that it is [ ] is not [ ] is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note:

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Consultant: Environmental Science Associates

Michael Arnold, Senior Vice President

By: Michael Arnold

DocuSign Envelope ID: 6C95A2BD-2E48-43D7-B12F-819EFDA287C4

EXHIBIT F

CERTIFICATION OF OFFERER / BIDDER REGARDING DEBARMENT

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

Consultant: Environmental Science Associates
Michael Arnold, Senior Vice President

By: Michael Arnold

AMENDMENT NO. 1 TO CONTRACT C-050-2021
DATED JUNE 1, 2021
BETWEEN ENVIRONMENTAL SCIENCE ASSOCIATES (ESA)
AND
CITY OF SOUTH LAKE TAHOE,
CALIFORNIA

The Airport Sponsor and the Airport Environmental Consultant agree to amend the 5-Year Airport Master Professional Services Agreement at the Lake Tahoe Airport, South Lake Tahoe, California to include fees to develop a rough order of magnitude cost estimate for environmental services for non-grant eligible capital improvement projects specified in Exhibit "A" of City Contract C-050-2021. Amendment No. 1, developing a rough order of magnitude, is included in the Scope of Work of City Contract C-050-2021. The item covered by this amendment is described broadly as follows:

> Amendment No. 1: Consultant to provide City with rough order of magnitude over the five-year master professional services contract period ending May 30, 2026 for anticipated environmental project costs. This rough order of magnitude will be utilized by the City for capital financial planning purposes. A focus will be on non-grant eligible work which includes TRPA, CEQA and other agency environmental review costs anticipated over the contract period. These are estimates and not a final negotiated fee schedule for the proposed work and should not be treated as such.

The Airport Sponsor agrees to pay the Consultant for the services listed in Exhibit A: Scope of Work in the following manner.

BASIC SERVICES

Develop Rough Order Magnitude Cost Estimate.....Lump sum of $9,530.00

TOTAL BASIC SERVICES .....Lump sum of $9,530.00

Method of payment shall be as follows:

Interim payments based on work performed by the Consultant and detailed in an invoice submitted to the Airport Sponsor with the request for payment.

For portions of this contract amendment that are defined by Fixed Lump Sum amounts, the Scope of Work delineates the schedule for services. If either the schedule or scope of work changes then this contract amendment must be re-negotiated in accordance with Architectural, Engineering and Planning Consulting Services for Airport Grant Projects, FAA AC 150/5100-14E, Change 1 (or as amended).

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

CITY OF SOUTH LAKE TAHOE:

By _____

Joseph Irvin, City Manager

CONSULTANT: ENVIRONMENTAL SCIENCE ASSOCIATES

By _____

Michael Arnold, Senior Vice President

Business License # 008716

APPROVED AS TO FORM:

By _____

Heather Stroud, City Attorney

ATTEST:

By _____

Susan Blankenship, City Clerk

Attachments:

Exhibit A – Scope of Services

Exhibit A:

Scope of Services

ESA

2600 Capitol Avenue
Suite 200
Sacramento, CA 95816
916.564.4500 phone
916.564.4501 fax

esassoc.com

June 4, 2021

Mr. Mark Gibbs, A.A.E.
Lake Tahoe Airport
1901 Lisa Maloff Way, Suite 100
South Lake Tahoe, CA 96150

Subject: Proposal to Prepare Rough Order of Magnitude Cost Estimates for Projects at Lake Tahoe Airport

Dear Mr. Gibbs:

Thank you for contacting ESA to submit a proposal for the first task under our on-call contract with Lake Tahoe Airport. Our scope of services is provided below, and our detailed cost estimate is attached.

Project Understanding

ESA will work with the Airport to prepare rough order of magnitude (ROM) cost estimates for upcoming non-grant eligible capital projects subject to environmental review. It is understood that these cost estimates are for financial planning purposes only and the ultimate costs will be determined on a project-by-project basis. ESA will work with our team partners to provide the most accurate cost estimates possible.

Assumptions

For the purpose of developing this scope of work and the attached cost estimate, ESA has made general assumptions. These assumptions, limitations, and exceptions specific to certain tasks are noted in their respective sections of this scope of work.

Scope of Work

Task 1: Draft Cost Estimates

ESA will hold a conference call with Airport staff to discuss expectations for completing Task 1. In preparing the ROM cost estimates, ESA will evaluate each project identified in the original Request for Qualifications (RFQ) for this contract and prepare a ROM cost for successful completion of each project. Upon completion of work under this task, ESA will hold a conference call with Airport staff to review the draft ROM cost estimates.

Deliverable:

One (1) Excel workbook with accompanying memorandum detailing the ROM cost estimates and process. One (1) conference call with Airport staff to discuss expectations in the preparation of the draft ROM costs estimates and one (1) conference call to discuss the draft ROM cost estimates.

Task 2: Final Cost Estimates

Based on feedback received from Airport staff, ESA will prepare final ROM cost estimates. Upon completion of work under this task, ESA will hold a conference call with Airport staff to review the final ROM cost estimates.

Deliverable:

One (1) final rough order of magnitude cost estimate Excel workbook with accompanying narrative memorandum. One (1) conference call with Airport staff to review the final cost estimates.

Task 3: Project Management

This task involves the administrative and managerial activities necessary for ESA to implement and oversee the ROM cost task. It includes coordination and management of the Project team, preparation of invoices and project progress reports, and project management plan preparation and updates.

Schedule

ESA understands the schedule is critical to obtain funding for the planned projects. Accordingly, ESA will apply the appropriate resources to move the cost estimate process forward as quickly as possible. ESA cannot be responsible for schedule delays caused by the City of South Lake Tahoe or the Airport.

Budget

ESA estimates that the maximum cost to undertake the proposed scope of work described herein is $9,530 on a time and materials basis as shown in the attached detailed cost estimate. To the extent that additional tasks are required, directed, and authorized by the Airport, ESA will prepare an amended cost estimate for approval prior to conducting any work outside this scope of work.

Thank you again for contacting ESA. If you have any questions about our proposal or approach, please feel free to contact me at (916) 840-3043 or at cjones@esassoc.com.

Sincerely,

Chris Jones, AICP
Principal Associate

Table 1: Cost Proposal
ESA Labor Detail and Expense Summary

	Employee Names	Jim Good	Eryn Brennan	Chris Jones	Steven Smith			
	Labor Category	Director III	Director II	Managing Associate III	Managing Associate II	*Subtotal*	Total Hours	Labor Price
Task #	**Task Name/Description**	**$ 240**	**$ 225**	**$ 205**	**$ 190**			
1.0	Draft Cost Estimate	4	4	12	10	*$ 6,220*	30.00	$ 6,220
2.0	Final Cost Estimate		1	2	2	*$ 1,015*	5.00	$ 1,015
3.0	Project Management			2		*$ 410*	2.00	$ 410
						$ -	-	$ -
Total Hours		4	5	16	12	*37*	**37**	
Total Labor Costs		$ 960	$ 1,125	$ 3,280	$ 2,280	*$ 7,645*		**$ 7,645**
Percent of Effort - Labor Hours Only		10.8%	13.5%	43.2%	32.4%	*100.0%*	100.0%	
Percent of Effort - Total Project Cost		10.1%	11.8%	34.4%	23.9%			80.2%

ESA Labor Cost	**$**	**7,645**
Labor Cost Communication Fee	**$**	**229**
ESA Non-Labor Expenses		
Reimbursable Expenses	$	-
ESA Equipment Usage	$	-
Subtotal ESA Non-Labor Expenses	**$**	**-**
Subconsultant Costs	**$**	**1,656**
PROJECT TOTAL	**$**	**9,530**

AMENDMENT NO. 2 TO CONTRACT C-050-2021
DATED JUNE 1, 2021
BETWEEN ENVIRONMENTAL SCIENCE ASSOCIATES (ESA)
AND
CITY OF SOUTH LAKE TAHOE,
CALIFORNIA

The Airport Sponsor and the Airport Environmental Consultant agree to amend the 5-Year Airport Master Professional Services Agreement at the Lake Tahoe Airport, South Lake Tahoe, California to include fees to act as the Airport Sponsor's representative in outreach and coordination with TRPA on project slated for FY 2021 CEQA/TRPA environmental compliance documentation specified in Exhibit "A" of City Contract C-050-2021. The item covered by this amendment is described broadly as follows and is included in the Scope of Work of City Contract C-050-2021.

> Amendment No. 2: Consultant to provide City with deliverables as defined in attached Scope of Work. Continued TRPA Coordination - 2020 Land Capability Map; TRPA Pre-Application Consultation Meeting Preparation and Participation – Preferred Airfield Alternative "2" Project; TRPA Pre-Application Consultation Meeting Preparation and Participation – Two-Phase Airport Master Plan Update; Project Management.

The Airport Sponsor agrees to pay the Consultant for the services listed in Exhibit A: Scope of Work in the following manner.

BASIC SERVICES

> Support Initial Outreach and Coordination with TRPA.....Lump sum of $13,282.00
>
> TOTAL BASIC SERVICES .....Lump sum of $13,282.00
>
> Method of payment shall be as follows:
>
> Interim payments based on work performed by the Consultant and detailed in an invoice submitted to the Airport Sponsor with the request for payment.
>
> For portions of this contract amendment that are defined by Fixed Lump Sum amounts, the Scope of Work delineates the schedule for services. If either the schedule or scope of work changes then this contract amendment must be re-negotiated in accordance with Architectural, Engineering and Planning Consulting Services for Airport Grant Projects, FAA AC 150/5100-14E, Change 1 (or as amended).

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

CITY OF SOUTH LAKE TAHOE:

By Joseph Irvin (May 9, 2022 11:04 PDT) May 9, 2022

Joseph Irvin, City Manager

CONSULTANT: ENVIRONMENTAL SCIENCE ASSOCIATES

By May 9, 2022

Michael Arnold, Senior Vice President

Business License # 008716

APPROVED AS TO FORM:

By Heather Stroud (May 9, 2022 14:50 PDT) May 9, 2022

Heather Stroud, City Attorney

ATTEST:

By Sue Blankenship (May 9, 2022 14:52 PDT) May 9, 2022

Susan Blankenship, City Clerk

Attachments:

Exhibit A – Scope of Services

Exhibit B – Contract C-050-2021

Exhibit A:

Scope of Services

ESA

2600 Capitol Avenue
Suite 200
Sacramento, CA 95816
916.564.4500 phone
916.564.4501 fax

esassoc.com

April 19, 2022

Mr. Anush Nejad
Lake Tahoe Airport
1901 Lisa Maloff Way, Suite 100
South Lake Tahoe, CA 96150

Subject: Proposal to Support Initial Outreach and Coordination with TRPA

Dear Mr. Nejad:

We are pleased to submit a proposal for the second task under our on-call contract with Lake Tahoe Airport. Our scope of services is provided below, and our detailed cost estimate is attached.

Project Understanding

The Airport's Capital Improvement Plan (CIP) includes a range of airfield projects slated for California Environmental Quality Act (CEQA)/Tahoe Regional Planning Agency (TRPA)/ National Environmental Policy Act (NEPA) environmental clearance during fiscal year 2023 in advance of engineering and design in fiscal year 2024 and construction in fiscal year 2025. To ensure these projects are implemented efficiently, early outreach and coordination with TRPA and other resource management agencies should be implemented well in advance. In addition, in 2020 the Airport submitted an updated Airport Land Capability Map to TRPA for review and approval. Approval of this map is important for continued progress on the CIP projects.

On December 6, 2021, Airport Manager, Mark Gibbs, submitted a Pre-Application Consultation Request to TRPA to seek guidance on the 2020 Airport Land Capability Map submission from March 2020, the Airport Master Plan Preferred Airfield Alternative "2" Project, and the two-phase Airport Master Plan Update planned for 2023. Subsequent contact with TRPA has provided us with further direction on how to proceed with initial coordination with TRPA for these projects. First, TRPA has determined that Pre-Application Consultation on the 2020 Land Capability Map is not required; however, further coordination with TRPA pending approval of the Land Capability Map is warranted. Second, TRPA has requested that a list of questions pertaining to permitting requirements for the Preferred Airfield Alternative "2" Project be submitted in advance of any meeting with TRPA. Finally, TRPA has requested that consultation on the Master Plan Update be initially coordinated with the Principal Planner at Long Range Planning.

Under this scope of work, the ESA Team will engage with TRPA to help ensure the Airport identifies and successfully navigates TRPA's requirements associated with the three projects identified in the Pre-Application Consultation Request.

Assumptions

For the purpose of developing this scope of work and the attached cost estimate, ESA has made general assumptions. These assumptions, limitations, and exceptions specific to certain tasks are noted in their respective sections of this scope of work.

Scope of Work

Task 1: Continued TRPA Coordination – 2020 Land Capability Map

In 2020, the Airport submitted an updated Land Capability Map to TRPA that reflected the land capability designations made by TRPA staff. The map is currently under review and will need to be verified by TRPA's contract soil scientist before permitting can be completed. Under this task, the ESA Team will continue coordination with TRPA on moving the map forward towards approval. This includes coordination with the TRPA planner in charge of the map permit and the TRPA's soil scientist. Topics to be discussed with TRPA on the 2020 Land Capability Map submission would include the land coverage implications and relocation/removal of land banked coverage owned by the Airport. In the event the map must be amended or changed subsequent to review by TRPA's soil scientist, an additional scope of work and cost estimate will be prepared and submitted to the City of South Lake Tahoe for approval.

Activities accomplished under this task would include:

- Conference calls/virtual meetings with TRPA staff to discuss the Land Capability Map approval and relevance to overall land coverage moving forward.

Deliverable:

Facilitation of and participation in up to two (2) one-hour project coordination meetings with TRPA regarding the 2020 Land Capability Map.

Task 2: TRPA Pre-Application Consultation Meeting Preparation and Participation - Preferred Airfield Alternative "2" Project

Under this task, ESA team members and Airport staff would meet with TRPA in pre-application consultation to discuss and confirm agency requirements applicable to the Preferred Airfield Alternative "2" Project included in the consultation request submitted on December 6, 2022. TRPA has requested that in advance of this meeting, the ESA Team prepare a list of questions pertaining to the necessary permitting required for this project. The ESA Team will prepare this list of questions in consultation with the Airport, as well as other materials needed for a meeting with TRPA (e.g., maps, diagrams, project schedules, etc.) TRPA has indicated that pending receipt of the list of questions and successful response, a formal pre-application consultation meeting may not be necessary; however, the meeting is assumed for purposes of this scope of work.

Activities accomplished under this task would include:

- Coordination with Airport staff in the preparation and submittal to TRPA of a list of specific questions relevant to the various project components.
- Preparation of meeting materials such as maps and memoranda.
- One (1) pre-application consultation meeting via conference call/virtual meeting format with TRPA to discuss the environmental permitting requirements.

Deliverables:

- A list of questions pertaining to permitting requirements applicable to the various project components.
- Preparation of meeting materials.
- Facilitation of and participation in one (1) two-hour project coordination meeting with TRPA.

Task 3: TRPA Pre-Application Consultation Meeting Preparation and Participation – Two-Phase Airport Master Plan Update

Under this task, ESA team members and Airport staff will coordinate with TRPA Long Range Planning staff on the Two-Phase Airport Master Plan Update project. TRPA staff have indicated that a new Pre-Application Consultation Request application solely for this project may be required. This would be determined during coordination with TRPA staff. In the event a new application is required, the ESA Team would work with the Airport to complete and submit the application to TRPA.

Ideally, coordination with TRPA under this task would lay the groundwork for formation of a technical advisory committee (TAC) for Airport projects that can be called upon when necessary moving forward. The TAC could include representatives from TRPA, the Army Corps of Engineers, the U.S. Forest Service, the California Department of Fish and Wildlife, the Lahontan Regional Water Quality Control Board, the El Dorado County Office of Environmental Management, the City of South Lake Tahoe, and the FAA. This topic would be raised with TRPA staff as part of the discussions completed under this task. If TRPA agrees to formation of a TAC, an additional scope of work and cost estimate will be prepared and submitted to cover the additional work associated with this activity.

Activities accomplished under this task would include:

- Coordination with TRPA Long Range Planning staff.
- Preparation of a separate Pre-Application Consultation Request
- Two (2) pre-application consultation meetings via conference call/virtual meeting format with TRPA to discuss the environmental permitting requirements for the Two-Phase Master Plan Update project.

Deliverables:

- Preparation of meeting materials.
- Facilitation of and participation in up to two (2) one-hour project coordination meetings with TRPA.

Task 4: Project Management

This task involves the administrative and managerial activities necessary for ESA to implement and oversee the other tasks included in this proposal. It includes coordination and management of the Project team, preparation of invoices, and project progress reports.

Schedule

ESA understands the schedule is critical for meeting all the regulatory requirements applicable to the planned projects. Accordingly, ESA will apply the appropriate resources to ensure that the tasks described in this scope of work are undertaken as soon as possible. ESA cannot be responsible for schedule delays caused by TRPA, the City of South Lake Tahoe, or the Airport.

Budget

ESA estimates that the maximum cost to undertake the proposed scope of work described herein is $13,282 on a time and materials basis as shown in the attached detailed cost estimate. To the extent that additional tasks are required, directed, and authorized by the Airport, ESA will prepare an amended cost estimate for approval prior to conducting any work outside this scope of work.

Thank you again for contacting ESA. If you have any questions about our proposal or approach, please feel free to contact me at (916) 840-3043 or at cjones@esassoc.com.

Sincerely,

Chris Jones, AICP
Principal Associate

Table 1: Cost Proposal
ESA Labor Detail and Expense Summary

2021 Employee Billing Rates

	Employee Names						
		Mike Arnold	**Michael Burns**	**Chris Jones**			
	Labor Category	**Senior Director III**	**Director II**	**Director I**	***Subtotal***	**Total Hours**	**Labor Price**
Task #	**Task Name/Description**	**$ 325**	**$ 245**	**$ 225**			
1.0	Continued TRPA Coordination – 2020 Land Capability Map			4	*$ 900*	4.00	$ 900
2.0	TRPA Pre-Application Consultation Meeting Preparation and Participation - Preferred Airfield Alternative "2" Project		1	11	*$ 2,720*	12.00	$ 2,720
3.0	TRPA Pre-Application Consultation Meeting Preparation and Participation – Two-Phase Airport Master Plan Update		1	11	*$ 2,720*	12.00	$ 2,720
4.0	Project Management	2		6	*$ 2,000*	8.00	$ 2,000
					$ -	-	$ -
Total Hours		2	2	32	*36*	**36**	
Total Labor Costs		$ 650	$ 490	$ 7,200	*$ 8,340*		**$ 8,340**
Percent of Effort - Labor Hours Only		5.6%	5.6%	88.9%	*100.0%*	100.0%	
Percent of Effort - Total Project Cost		4.9%	3.7%	54.2%			62.8%

ESA Labor Cost	**$**	**8,340**
Labor Cost Communication Fee	**$**	**250**
Subconsultant Costs	**$**	**4,692**
PROJECT TOTAL	**$**	**13,282**

AMENDMENT NO. 3 TO CONTRACT C-050-2021
DATED JUNE 1, 2021
BETWEEN ENVIRONMENTAL SCIENCE ASSOCIATES (ESA)
AND
CITY OF SOUTH LAKE TAHOE,
CALIFORNIA

The Airport Sponsor and the Airport Environmental Consultant agree to amend the 5-Year Airport Master Professional Services Agreement at the Lake Tahoe Airport, South Lake Tahoe, California to include fees to act as the Airport Sponsor's representative in outreach and coordination with TRPA on project slated for FY 2021 CEQA/TRPA environmental compliance documentation specified in Exhibit "A" of City Contract C-050-2021. The item covered by this amendment is described broadly as follows and is included in the Scope of Work of City Contract C-050-2021.

Amendment No. 3: Conduct Bird Surveys in Support of the Small Tree Obstruction Removal Project.

The Airport Sponsor agrees to pay the Consultant for the services listed in Exhibit A: Scope of Work in the following manner.

BASIC SERVICES

Conduct Bird Surveys…….....Lump sum of $27,164.00

TOTAL BASIC SERVICES .....Lump sum of $27,164.00

Method of payment shall be as follows:

Interim payments based on work performed by the Consultant and detailed in an invoice submitted to the Airport Sponsor with the request for payment.

For portions of this contract amendment that are defined by Fixed Lump Sum amounts, the Scope of Work delineates the schedule for services. If either the schedule or scope of work changes then this contract amendment must be re-negotiated in accordance with Architectural, Engineering and Planning Consulting Services for Airport Grant Projects, FAA AC 150/5100-14E, Change 1 (or as amended).

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

CITY OF SOUTH LAKE TAHOE:

By Joseph Irvin (Jun 16, 2022 11:29 PDT) Jun 16, 2022

Joseph Irvin, City Manager

CONSULTANT: ENVIRONMENTAL SCIENCE ASSOCIATES

By Jun 14, 2022

Michael Arnold, Senior Vice President

Business License # 008716

APPROVED AS TO FORM:

By Heather Stroud (Jun 16, 2022 11:15 PDT) Jun 16, 2022

Heather Stroud, City Attorney

ATTEST:

By Sue Blankenship (Jun 16, 2022 12:09 PDT) Jun 16, 2022

Susan Blankenship, City Clerk

Attachments:

Exhibit A – Scope of Services

Exhibit B – Contract C-050-2021

Exhibit A:

Scope of Services

ESA

2600 Capitol Avenue
Suite 200
Sacramento, CA 95816
916.564.4500 phone
916.564.4501 fax

esassoc.com

June 14, 2022

Mr. Anush Nejad
Lake Tahoe Airport
1901 Lisa Maloff Way, Suite 100
South Lake Tahoe, CA 96150

Subject: Proposal to Conduct Bird Surveys in Support of the Small Tree Obstruction Removal Project

Dear Mr. Nejad:

We are pleased to submit a proposal for conducting bird surveys in support of the ongoing Small Tree Obstruction Removal Project at Lake Tahoe Airport (TVL or Airport). Our scope of services is provided below, and our detailed cost estimate is attached.

Project Understanding

The Initial Study/Mitigated Negative Declaration (IS/MND) prepared for the 2017 Lake Tahoe Master Plan identified two mitigation measures, BIO-1 and BIO-2, to address potential impacts associated with the Master Plan projects. BIO-1 addresses nesting bird surveys and BIO-2 addresses special status species plant surveys. To date no special status plant species have been identified at the Airport. Accordingly, the focus of this scope of work is on nesting bird surveys and permitting. The BIO-1 mitigation measure is as follows:

> **BIO-1: Conduct nesting bird surveys.** For construction activities outside of currently developed areas and that would include ground disturbance or vegetation removal that occurs between March 1 and August 31, preconstruction nesting bird surveys shall be conducted by a qualified biologist familiar with bird behavior and knowledge of nest types prior to and within 14 days of any initial ground-disturbance activities. Surveys shall be conducted on foot within all suitable nesting habitat within 250 feet for passerines and 500 feet for raptors, to the extent feasible. If active nests are identified at the time of the survey a minimum 50-foot radius exclusion zone for passerines shall be established and flagged. Active raptor or special-status species nests shall be protected by a buffer with a minimum radius of 250 feet. These distances may be adjusted depending on the level of surrounding ambient activity (i.e., if the project site is adjacent to a road or community development) and if an obstruction is within line-of-sight between the nest and construction. For bird species that are federally and/or State-listed special-status species (i.e., fully protected, endangered, threatened, species of special concern), the City of South Lake Tahoe shall consult with the USFWS and/or CDFW regarding modifying nest buffers, prohibiting construction within the buffer, modifying construction, and removing or relocating active nests that are found on the site. Each exclusion zone will remain in place until the nest has successfully fledged or is otherwise inactive as determined by a qualified biologist. The following are conditions of this mitigation:

- Survey results are valid for 14 days from the survey date. Should ground disturbance commence later than 14 days from the survey date, surveys will be repeated. If no nesting birds are encountered, then work may proceed as planned.
- After commencement of work if there is a period of no work activity of 14 days or longer during the bird breeding season (March 1 to August 31), surveys will be repeated to ensure birds have not established nests during inactivity. If new nests are encountered buffers shall be established.
- Any birds that begin nesting within the project site and survey buffers amid construction activities shall be assumed to be habituated to construction-related or similar noise and disturbance levels and minimum work exclusion zones of 25-feet shall be established around active nests in these cases.

Removal of small (less than 14" diameter breast height) trees from the airport property, including the Runway Obstacle Free Area (ROFA), is an ongoing project at the Airport. As this activity involves removal of vegetation, bird surveys must be completed on an annual basis in compliance with the mitigation measures identified in the 2017 Lake Tahoe Airport Master Plan IS/MND. In addition, the current tree removal permit issued by the Tahoe Regional Planning Agency (TRPA) will expire on July 15, 2022. The permit will need to be extended to allow for tree removal to continue. Under this scope of work, the ESA Team will conduct the necessary surveys and engage with TRPA to ensure extension of the Airport's small tree removal permit.

Assumptions

For the purpose of developing this scope of work and the attached cost estimate, ESA has made general assumptions. These assumptions, limitations, and exceptions specific to certain tasks are noted in their respective sections of this scope of work.

Scope of Work

Task 1: Biological Assessment

A biological assessment is a document that evaluates a projects impact on the biological resources within a designated project area for a particular wildlife activity season. The timing of the biological assessment is normally completed during the project approval process.

The conclusions and recommendations/mitigation measures in the assessment are based upon data gathering through databases and field work.

The CNDDB and the U.S. Fish and Wildlife Services (USFWS) iPaC databases will be utilized to determine the presence of specific species and habitats that occur within the project area that should be identified in the assessment. Based upon the information provided by these databases, field work would be identified that may need to be conducted.

Deliverable:

A Biological Assessment detailing the results of the analysis.

Task 2: Willow Flycatcher Protocol Survey

Portions of the project are adjacent to the Upper Truckee River, adjacent meadow, and willow habitat along the airport fence line. Willow flycatchers are small migratory passerines that historically nested throughout California where the species' primary habitat, riparian willow thickets, occurred. In the Sierra Nevada, willow flycatchers were historically described as locally abundant along willow lined streams and meadows, especially in broad river bottomlands such as the Upper Truckee River in the Lake Tahoe Basin. They are considered endangered by the State of California.

The USFWS has designed a protocol to provide a standardized survey technique to detect willow flycatchers and provide consistent and standardized data reporting. The objectives of the protocol are to determine the status (presence or probable absence) of willow flycatchers at a given site and

to provide an estimate of the number of singing willow flycatchers at a survey site during the year in which surveys are completed. The survey protocol requires a minimum of two separate surveys in one year at each site: one during Survey Period 2 (June 15-25) and one during either Survey Period 1 (June 1-14), or Survey Period 3 (June 26-July 15) to document the presence or absence of willow flycatchers in the survey year.

The ESA team is proposing to conduct the site visits for Survey Periods 1 and 2. Per the protocol, all surveys are to be completed by 10:00 a.m. Due to this time constraint, each survey period will require two (2) days of surveys, one (1) day for the area on the east side of the airport and one (1) day for the area north of the airport. A one (1) day pre-survey period is designated as a reconnaissance day for purposes of identifying and locating survey points. In total, five (5) days will be spent in their field.

A preliminary map will be prepared upon which the approximate locations of the meadow/willow riparian edge and all survey points will be delineated. At each site, observers will broadcast recorded willow flycatcher songs, look, and listen for responses, and record willow flycatcher locations for 6 minutes at each survey point spaced 50/30 meters apart. While in the field, a willow flycatcher survey form will be completed and the location of any flycatchers detected will be marked on a U.S. Geological Survey (USGS) topographic map. The location of each sighting will also be added to an aerial photograph or a sketch of the site will be prepared. If and when willow flycatcher territory is confirmed, the ESA team will notify the California Department of Fish and Wildlife (CDF&W) and the agency governing the site where the bird was located.

Deliverable:

A Flycatcher Survey Report detailing the results of the field surveys.

Task 3: Migratory Bird Survey

Migratory birds are protected and managed under the Migratory Bird Treaty Act of 1918, as amended (16 U.S.C. 703 *et seq.*) and Executive Order 13186, *Responsibilities of Federal Agencies to Protect Migratory Birds* (2001). Specific provisions in the statute include the establishment of a federal prohibition, unless permitted by regulation, to "pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry, or cause to be carried by any means whatever, receive for shipment, transportation or carriage, or export, at any time, or in any manner, any migratory bird, included in the terms of this Convention...for the protection of migratory birds or any part, nest, or egg of any such bird." Because forestlands provide a substantial portion of breeding habitat, land management activities within undeveloped forest habitats can have an impact on local populations.

Breeding normally occurs from April 1st to August 31st. This period may fluctuate based on environmental factors that may initiate prior to or after these dates. Pre-project clearance surveys are conducted within 14 days of commencing the project to ensure no impacts to migratory birds. Nesting birds are found by following serpentine transects in the project area. If nesting birds are found, an appropriate species-specific buffer will be set around the nest to exclude activity. For purposes of this scope of work, it is assumed that four (4) one day long migratory bird surveys will need to be conducted. If additional surveys are determined to be necessary, they can be added under a separate scope of work and cost estimate.

Deliverable:

A letter report will be provided upon completion of each survey. The findings are applicable for 14 days.

Task 4: TRPA Tahoe Basin Tree Removal Permit

TRPA issues permits for removal of trees within the Tahoe Basin. The Airport last secured a permit for tree removal in July 2019. The permits are valid for a three-year period. The current permit will expire on July 15, 2022. The ESA team will assist the Airport in securing a new permit for tree removal.

Deliverable:

TRPA Tahoe Basin Tree Removal Permit application; Tahoe Basin Tree Removal Permit.

Task 5: Project Management

This task involves the administrative and managerial activities necessary for ESA to implement and oversee the other tasks included in this proposal. It includes coordination and management of the ESA team, preparation of invoices, and project progress reports.

Schedule

ESA understands the schedule is critical for completing the required surveys per the established protocol time frames. Accordingly, ESA will apply the appropriate resources to ensure that the tasks described in this scope of work are undertaken as soon as possible. ESA cannot be responsible for schedule delays caused by TRPA, the City of South Lake Tahoe, or the Airport.

Budget

ESA estimates that the maximum cost to undertake the proposed scope of work described herein is $27,164 on a time and materials basis as shown in the attached detailed cost estimate. To the extent that additional tasks are required, directed, and authorized by the Airport, ESA will prepare an amended cost estimate for approval prior to conducting any work outside this scope of work.

Thank you again for contacting ESA. If you have any questions about our proposal or approach, please feel free to contact me at (916) 840-3043 or at cjones@esassoc.com.

Sincerely,

Chris Jones, AICP
Principal Associate

Table 1: Cost Proposal
ESA Labor Detail and Expense Summary

	Employee Names							
		Mike Arnold	**Brian Pittman**	**Chris Jones**	**Patrick Hickman**			
	Labor Category	**Senior Director III**	**Director III**	**Director I**	**Managing Associate II**	***Subtotal***	**Total Hours**	**Labor Price**
Task #	**Task Name/Description**	**$ 325**	**$ 240**	**$ 225**	**$ 190**			
1.0	Biological Assessment		4	4		*$ 1,860*	8.00	$ 1,860
2.0	Willow Flycatcher Protocol Survey			4	9	*$ 2,610*	13.00	$ 2,610
3.0	Migratory Bird Survey			4		*$ 900*	4.00	$ 900
4.0	TRPA Tahoe Basin Tree Removal Permit			2		*$ 450*	2.00	$ 450
5.0	Project Management	2		4		*$ 1,550*	6.00	$ 1,550
						$ -	-	$ -
Total Hours		2	4	18	9	*33*	**33**	
Total Labor Costs		$ 650	$ 960	$ 4,050	$ 1,710	*$ 7,370*		**$ 7,370**
Percent of Effort - Labor Hours Only		6.1%	12.1%	54.5%	27.3%	*100.0%*	100.0%	
Percent of Effort - Total Project Cost		2.4%	3.5%	14.9%	6.3%			27.1%

ESA Labor Cost	**$**	**7,370**
Labor Cost Communication	**$**	**221**
Subconsultant Costs	**$**	**19,573**
PROJECT TOTAL	**$**	**27,164**

AMENDMENT NO. 4 TO CONTRACT C-050-2021 DATED JUNE 1, 2021
BETWEEN ENVIRONMENTAL SCIENCE ASSOCIATES (ESA)
AND
CITY OF SOUTH LAKE TAHOE, CALIFORNIA
C-124-2022

The Airport Sponsor and the Airport Environmental Consultant agree to amend the 5-Year Airport Master Professional Services Agreement at the Lake Tahoe Airport, South Lake Tahoe, California for environmental services for non-grant eligible capital improvement projects specified in Exhibit "A" of City Contract C-050-2021. Amendment No. 4 scope is for Migratory Bird and Noxious Weed Surveys, is included in the Scope of Work of City Contract C-050-2021. The item covered by this amendment is described broadly as follows:

Amendment No. 4: Migratory Bird and noxious Weed Surveys.

The Airport Sponsor agrees to pay the Consultant for the services listed in Exhibit A: Scope of Work in the following manner.

BASIC SERVICES

Develop Rough Order Magnitude Cost Estimate.....Lump sum of $3,098

TOTAL BASIC SERVICES .....Lump sum of $3,098

Method of payment shall be as follows:

Interim payments based on work performed by the Consultant and detailed in an invoice submitted to the Airport Sponsor with the request for payment.

For portions of this contract amendment that are defined by Fixed Lump Sum amounts, the Scope of Work delineates the schedule for services. If either the schedule or scope of work changes then this contract amendment must be re-negotiated in accordance with Architectural, Engineering and Planning Consulting Services for Airport Grant Projects, FAA AC 150/5100-14E, Change 1 (or as amended).

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

CITY OF SOUTH LAKE TAHOE:

By Joseph Irvin (Aug 3, 2022 21:35 PDT) Aug 3, 2022

Joseph Irvin, City Manager

CONSULTANT: ENVIRONMENTAL SCIENCE ASSOCIATES

By Jul 29, 2022

Michael Arnold, Senior Vice President

Business License # 008716

APPROVED AS TO FORM:

By Heather Stroud (Aug 3, 2022 11:55 PDT) Aug 3, 2022

Heather Stroud, City Attorney

ATTEST

By Sue Blankenship (Aug 4, 2022 08:51 PDT) Aug 4, 2022

Susan Blankenship, City Clerk

Attachments: Exhibit A – Scope of Services

Exhibit B – Contract C-050-2021

Exhibit A:

Scope of Services

ESA

2600 Capitol Avenue
Suite 200
Sacramento, CA 95816
916.564.4500 phone
916.564.4501 fax

esassoc.com

July 22, 2022

Mr. Anush Nejad
Lake Tahoe Airport
1901 Lisa Maloff Way, Suite 100
South Lake Tahoe, CA 96150

Subject: Proposal to Conduct Bird and Noxious Weed Surveys in Support of Annual Mowing

Dear Mr. Nejad:

We are pleased to submit a proposal for conducting bird and noxious weed surveys in support of annual mowing activity at Lake Tahoe Airport (TVL or Airport). Our scope of services is provided below, and our detailed cost estimate is attached.

Project Understanding

The Airport's Wildlife Hazard Management Plan includes mitigation in the form of annual mowing at the Airport to help reduce wildlife hazards. Annual mowing activities are scheduled to commence on August 1, 2022. In advance of the annual mowing activity, the Airport is required to conduct migratory bird surveys of the area to be treated. Under this scope of work, the ESA Team will conduct the necessary survey to allow for annual mowing activity to commence.

Assumptions

For the purpose of developing this scope of work and the attached cost estimate, ESA has made general assumptions. These assumptions, limitations, and exceptions specific to certain tasks are noted in their respective sections of this scope of work.

Scope of Work

Task 1: Migratory Bird and Noxious Weed Surveys

Migratory birds are protected and managed under the Migratory Bird Treaty Act of 1918, as amended (16 U.S.C. 703 *et seq*.) and Executive Order 13186. Specific provisions in the statute include the establishment of a federal prohibition, unless permitted by regulation, to "pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry, or cause to be carried by any means whatever, receive for shipment, transportation or carriage, or export, at any time, or in any manner, any migratory bird, included in the terms of this Convention...for the protection of migratory birds or any part, nest, or egg of any such bird."

Breeding normally occurs from April 1st to August 31st. This period may fluctuate based on environmental factors that may initiate prior to or after these dates. Pre-project clearance surveys are conducted within 7 days of commencing the project to ensure no impacts to migratory birds. Nesting birds are found by following serpentine transects in the project area. If nesting birds are found, an appropriate species-specific buffer will be set around the nest to exclude activity. For purposes of this scope of work, it is assumed a onetime site visit to conduct the migratory bird survey will be required prior to the mowing activity. If additional surveys are determined to be necessary, they can be added under a separate scope of work and cost estimate.

Simultaneously with the migratory bird survey, noxious weeds will be identified. Locations of individuals/groups of noxious weeds will be identified with an orange pin flag. The noxious weed should be removed prior to mowing to prevent the dispersal of the weed fragments. The most common noxious weed that has been found on the airport has been the yellow star thistle.

Deliverable:

A letter report will be provided upon completion of the surveys. The findings are applicable for 14 days.

Task 2: Project Management

This task involves the administrative and managerial activities necessary for ESA to implement and oversee the other task included in this proposal. It includes coordination and management of the ESA team, preparation of invoices, and project progress reports.

Schedule

ESA understands the schedule is critical for completing the required surveys per the established protocol time frames. Accordingly, ESA will apply the appropriate resources to ensure that the tasks described in this scope of work are undertaken as soon as possible. ESA cannot be responsible for schedule delays caused by the City of South Lake Tahoe or the Airport.

Budget

ESA estimates that the maximum cost to undertake the proposed scope of work described herein is $3,098 on a time and materials basis as shown in the attached detailed cost estimate. To the extent that additional tasks are required, directed, and authorized by the Airport, ESA will prepare an amended cost estimate for approval prior to conducting any work outside this scope of work.

Thank you again for contacting ESA. If you have any questions about our proposal or approach, please feel free to contact me at (916) 840-3043 or at cjones@esassoc.com.

Sincerely,

Chris Jones, AICP
Principal Associate

Table 1: Cost Proposal
ESA Labor Detail and Expense Summary

	Employee Names					
		Mike Arnold	**Chris Jones**			
	Labor Category	**Senior Director III**	**Director I**	***Subtotal***	**Total Hours**	**Labor Price**
Task #	**Task Name/Description**	**$ 325**	**$ 225**			
1.0	Migratory Bird and Noxious Weed Survey			*$ -*	-	$ -
2.0	Project Management	1	2	*$ 775*	3.00	$ 775
				$ -	-	$ -
Total Hours		1	2	*3*	**3**	
Total Labor Costs		$ 325	$ 450	*$ 775*		**$ 775**
Percent of Effort - Labor Hours Only		33.3%	66.7%	*100.0%*	100.0%	
Percent of Effort - Total Project Cost		10.5%	14.5%			25.0%

ESA Labor Cost	**$**	**775**
Labor Cost Communication Fe	**$**	**23**
Subconsultant Costs	**$**	**2,300**
PROJECT TOTAL	**$**	**3,098**

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 14, 2023
Agenda Item #: 17

Agenda Item: Amendment 3 to Professional Services Agreement with Jviation for Pavement Maintenance Management Plan (PMMP) Grant 47 and Grant Acceptance

Executive Summary: On September 7, 2021, City Council approved submittal of a Grant Application to Federal Aviation Administration (FAA) in support of an update to the Pavement Maintenance Management Plan study. The Airport was awarded the grant in an amount up to $150,000. This grant will help Lake Tahoe Airport complete the PMMP project at 90% of the total cost. This program is vital because of local weather conditions that deteriorate the pavement around the Airport and the City.

Requested Action / Suggested Motions: Pass a Resolution authorizing the Airport Manager to accept FAA Grant 47 in the amount of up to $150,000 and appropriating funding for the project, which includes Federal Aviation Administration, City, and State matching funds, and authorizing and directing the Mayor to execute Amendment 3 with Jviation for Pavement Maintenance Management Plan, with a not-to-exceed amount of $140,558.
CEQA Determination: This project has previously obtained a CEQA Categorical Exclusion under 14 CCR §15262, “Feasibility & Planning Study” and a NEPA Categorical Exemption under 307o. “Approving AIP funding for a request to issue a planning grant that does not commit the FAA to a project.”
Responsible Staff Member: John Dickinson, Airport Manager

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

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

Attachments:

01-Staff Report-Amendment 3 to PSA with Jviation.docx
02-Resolution FAA Grant 47 Acceptance .docx
03-Contract_Amendment_3_Jviation.pdf
04-Res_2022-119_Caltrans_AIP_Matching_Grant.pdf
05 -C-103-2022_JVIATION.pdf
06-FAA_Grant_Award_Letter.pdf

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

Meeting Date: March 14, 2023

Title: Amendment 3 to Professional Services Agreement with Jviation for Pavement Maintenance Management Plan (PMMP) Grant 47 and Grant Acceptance

Location: South Lake Tahoe Airport

Responsible Staff Member: John Dickinson, Airport Manager (530) 307-2652

Background: On September 2, 2015, the City of South Lake Tahoe accepted Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant #3-06-0249-038-2015 to Update a Pavement Maintenance Management Plan Study. The engineering site survey supporting the 2015-2017 Airport Pavement Maintenance Plan is now over five years old. The Lake Tahoe region has significant freeze-thaw cycles that accelerate pavement deterioration requiring continual reevaluation of pavement conditions city-wide. The City of South Lake Tahoe, as Airport Sponsor, has contractually agreed as a condition for accepting Airport Improvement Program Grants to maintain an airport pavement maintenance management program in compliance with Federal Airport Sponsor Grant Assurances.

> 11. **Pavement Preventive Maintenance.**
>
> With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

Source: 2020 Federal Aviation Administration Airport Sponsor Grant Assurances

In consultation with the Federal Aviation Administration (FAA) and Airport Engineer, Jviation, Inc., the Airport Manager recommended an updated analysis of the airport's pavements to support cost- effective pavement maintenance. One goal is to make sound engineering recommendations to extend the engineered lifecycle of pavements to the greatest extent practicable.

On September 7, 2021, City Council approved submittal of a Grant Application to FAA in support of an update to the Pavement Maintenance Management Plan Study. FAA has approved 90% of the project cost and up to $150,000 to support this study. Staff is recommending accepting the Grant and appropriating the matching funding from the available Cash Balance of the Airport Enterprise fund.

Staff is also recommending approval of a contract amendment for Jviation in the amount of $140,558.00 to complete this project. On February 1, 2022, the City Council awarded a 5-Year Master Professional Service contract to Jviation, a Woolpert Company of Dayton, Ohio for Airport Architectural, Engineering, Construction Management, & Airport DBE Compliance Support Services ending May August 15, 2027. This would be the third contract amendment under that Master Agreement. The Master Professional Services contract award followed a competitive bidding process in accordance with the City of South Lake Tahoe and FAA procurement policies.

Issue and Discussion: The Federal Aviation Administration under Title 49 § 47171, et seq. allows for general aviation airports to appropriate 90% Federal share for Airport Improvement Program grants and requires the airport sponsor to contribute 10% match from a combination of state or local sources. On September 20th, 2022 City Council passed a resolution to accept and appropriate funding from the Caltrans matching grant in the amount of $6550.00 and $8006.00 from the City, which would come from the General Fund Undesignated Reserve Grant Match. Staff recommends appropriating the match amount from the Airport's available fund balance instead of the General Fund Reserve to fund the required match.

Financial Implications: Upon acceptance of FAA grant, authorize Finance Director to appropriate budget in account# 501 80035 as follows:

2022 AIP Grant: Lake Tahoe Airport Pavement Maintenance Management Plan Update

- Revenue:
  - 90% FAA Grant up to the approved $150,000.00 to line item 33112 "FAA (Federal Aviation)"
  - 4.5% Caltrans AIP Matching Grant Participation: up to $6,550.00 (as originally estimated and approved) to line item 33214 "State Department of Aeronautics"
  - 5.5% City Grant Match up to $8,006.00 (as originally approved) as a reduction to available Airport fund balance.
- Expense:
  - Up to the total approved and available funding: $164,556.00 to line item 48010 Engineering Study/Design

Actual revenue and expenditures will be based on the actual project cost.

Environmental Considerations: This project has previously obtained a CEQA Categorical Exclusion under 14 CCR §15262, "Feasibility & Planning Study" and a NEPA Categorical Exemption under 307o. "Approving AIP funding for a request to issue a planning grant that does not commit the FAA to a project". As this project is a planning study there are no other environmental implications associated with the project regarding discretionary approval by the City Council. The Airport Pavement Maintenance Management Plan will assess the current condition of existing airport pavements and make recommendations for possible future actions which does not involve any City Council action that either funds, or approves any recommendations made in the study.

Policy Implications: Maintaining a current airport pavement maintenance plan is an Airport Sponsor Grant Assurance condition for accepting Federal funding for the construction, rehabilitation or reconstruction of airport pavements.In order to maintain eligibility for future FAA funding for pavements, the airport updates its plan based on a 5-year cycle or as conditions warrant. The cycle is determined by geographic and environmental considerations. Pavements in Lake Tahoe are subject to an environment with significant freeze/thaw cycles accelerating pavement deterioration.

Resolution 2023-XXX

Adopted by the City of South Lake Tahoe
City Council

March 14, 2023

Authorizing the Airport Manager to Accept AIP Grant 47 for Lake Tahoe Airport and Appropriate up to $150,000.00 into Fiscal Year 2022/23 Budget

A. On September 7, 2021, City Council approved submittal of a Grant Application to Federal Aviation Administration (FAA) in support of an update to the Pavement Maintenance Management Plan study.

B. The FAA under Title 49 § 47171, et seq. allows for general aviation airports to appropriate 90% Federal share for Airport Improvement Program grants and requires the airport sponsor to contribute 10% match from a combination of state or local sources; and

C. FAA has approved the maximum obligation payable of $150,000.00.

D. The Airport Manager requests authority to accept AIP Grant 47 of up to $150,000.00 and approve a contract amendment with Jviation in the amount of $140,558 under the 5-year Master Professional Services Contract awarded on February 1, 2022.

E. City Council approved the matching grant from Caltrans on September 20, 2022 and appropriated $14,556.00 for the City's and Caltrans matching portion.

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

1. Authorizes the Airport Manager to accept FAA Grant 47 of up to $150,000.00.

2 Authorizes the Finance Director to appropriate $150,000 into acct# 501-80035- 33112 FAA and -48010 Engineering Study/Design.

3 Approves allocation of up to $8,006.00 in the required City match from the available Airport Cash Balance instead of General Fund Undesignated Excess Reserves.

4 Authorizes the Mayor to execute Contract Amendment 3 with Jviation for Pavement Maintenance Management Plan, with a not to exceed amount of $140,558.

Adopted by the City of South Lake Tahoe City Council on March 14, 2023 by the following vote:

Yes:
No:
Abstain:
Absent:

_____ Date: _____
Cristi Creegan, Mayor

Attest:

_____

Susan Blankenship, City Clerk

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

City of South Lake Tahoe
Amendment No. 3 to Airport Master Professional Services Agreement with Jviation (C-103-2022)

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

The Contract is hereby revised to add the following.

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated June 21, 2022 and the First Amendment to the Professional Services Agreement dated October 18, 2022, and the Second Amendment to the Professional Services Agreement dated December 27, 2022, this Third Amendment to the Professional Services Agreement adds the work described within **Exhibit A, Scope of Services** attached hereto and incorporated herein by reference.

2. Compensation. Compensation to be paid to the CONSULTANT, is $140,558.00, as described in **Exhibit A, Scope of Services**. In no case shall CONSULTANT compensation for work completed under this Amendment exceed the amended amount of $140,558.00, without written authorization from the CITY. Payment by the CITY under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the CITY at the time of payment.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to Professional Services Agreement with Jviation to be executed on _____, 2023.

CITY OF SOUTH LAKE TAHOE

By: _____
Cristi Creegan, Mayor

CONSULTANT

By:_____
Jim Miklas
Planning Manager Business
License # 011275

APPROVED AS TO FORM:

_____
Heather Stroud, City Attorney

ATTEST:

_____
Susan Blankenship, City Clerk

Exhibit A: Scope of Services

EXHIBIT A:
SCOPE OF SERVICES

LAKE TAHOE airport

City of South Lake Tahoe, California

March 21, 2022

Mr. Reginald Dones, P.E.
San Francisco Airports District Office
2999 Oak Road
Walnut Creek, CA 94597

RE: RECOMMENDATION TO ACCEPT JVIATION, INC. ENGINEERING, DESGIN & PROFESSIONAL SERVICES SCOPE OF WORK AND FEE SCHEDULE-AIP 3-06-0269-0XX-2022, *Pavement Maintenance Management Plan & Runway Safety Area Determination*

Dear Mr. Dones:

An independent fee analysis was performed and a record of negotiation on the FY22, Pavement Maintenance Management Plan & Runway Safety Area Determination (FAA AIP# 3-06-0269-0XX-2022) project in accordance with FAA AC 150/5100-14E, *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.*

The airport used a third-party engineering firm who specializes in airport fee estimate work as the City does not possess the requisite in-house capabilities to perform an independent fee estimate (IFE). The airport found through undertaking an independent fee analysis that Jviation, Inc. services are priced reasonably. The scope of work for Jviation was broken into two parts. Part A-Basic Services included; 1) Preliminary Design Phase, 2) Pavement Maintenance Management Plan Development Phase, 3) Runway Safety Area Determination Phase and Reimbursable Costs During Design. Additional services that will be completed by subconsultants to the Engineer, including the proposed topographical survey will also be included under Part A-Basic Services.

The difference between the IFE performed by Rood & Associates and Jviation was -9.9% which is within the 10% estimate difference considered “reasonable” in the FAA Advisory Circular AC 150/5100-14E. The Consultant costs being less than those determined by the IFE Consultant. Jviation, Inc. had a lower estimated price of $140,588.00 to complete this study.

Enclosed with this letter is the IFE estimate completed by Rood & Associates for professional engineering and project management services for FY22, Pavement Maintenance Management Plan & Runway Safety Area Determination. If you have any questions or concerns regarding the record of negotiation process, please feel free to contact me and discuss.

Yours Truly,

Mark Gibbs, A.A.E.
Airport Manager
Tel: (530) 542-6182
mgibbs@cityofslt.us

cc: Mr. Anush Nejad (City Public Works); Kirk Nielsen (Jviation), Jon Noble (Jviation)
Enclosure: Jviation, Inc. Scope of Work, Rood & Associates IFE, Jviation Fee Proposal

LAKE TAHOE airport

City of South Lake Tahoe, California

RE: RECORD OF NEGOTIATIONS ENGINEERING PROFESSIONAL SERVICES: PAVEMENT MAINTENANCE MANAGEMENT PLAN & RUNWAY SAFETY AREA DETERMINATION (AIP# 3-06-0269-0XX-2022)

a. The consulting engineering, construction management and environmental services firm Jviation, Inc. was selected on February 1, 2022 by South Lake Tahoe City Council Motion (City Contract C-015-2022). From two Consultants who submitted their qualifications Jviation, Inc. was selected to provide professional engineering, design and construction management services for a five-year period ending on August 16, 2027. A scope of work was prepared for FY 22 Pavement Maintenance Management Plan & Runway Safety Area Determination. The Independent Fee Estimate was prepared by Rood & Associates, Inc. in accordance with non-competitive procedures, Section 2.9.3 of Advisory Circular 150/5100-14, *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.*

b. A predesign teleconference meeting was held on November 3th, 2021 between, Jviation staff, Reginald Dones, P.E. project manager at the SFO ADO. The pre-design conference established a baseline for expectations and timeline used for programming the project scope of work.

c. A scope of work was drafted by Jviation on February 21, 2022 and submitted to the Sponsor Airport Manager for review/comment. The Airport Manager found no need to modify the Scope of Work provided.

d. The Scope of Work was submitted to Rood & Associates for an IFE on Scope of Work for Jviation, a Woolpert Company on February 11, 2022. The proposal for IFE services was provided to the airport on February 16, 2022 in the amount of $3,000. The airport agreed to contract with Rood & Associates to perform an IFE for design and engineering services based on the scope of work provided by Jviation, a Woolpert Company.

e. An IFE for the scope of work was provided to the Airport Manager on March 1, 2022. The Airport Manager then requested that Jviation create their fee proposal received the fee proposal on March 1, 2022 after an IFE was in hand. Jviation provided an IFE on March 21, 2022. Jviation engineering fee estimate was proposed at $140,558.00. The IFE performed by Rood & Associates indicated that Pavement Maintenance Management Plan engineering fees should cost $154,519.30. The Engineer's Estimate had a difference in price of

$13,961 or -9.9% of IFE estimate. Rood & Associates and Jviation estimates were within the 10% estimate difference considered "reasonable" in the FAA Advisory Circular AC 150/5100-14E. Jviation, Inc. had a lower estimated price when compared with Rood & Associates. According to FAA AC 5100-14E, Chapter 2, Para. 2.12, Section 2.13.3: "When evaluating the reasonableness of a consultant's fee proposal, a general review standard used within the FAA and industry is whether the total fee proposal, as well as individual tasks within the proposal, is within 10% of the IFE." No need for further negotiation was necessary.

f. The final fee proposal submitted by Jviation, Inc. is considered reasonable by the Airport Sponsor. A contract will be prepared for the agreement between the sponsor and consultant. The scope of work, draft contract, sponsor's independent cost estimate, consultant's fee proposal and detailed cost analysis are attached to this record of negotiation and hereby submitted to the FAA ADO for a reasonableness of cost determination.

g. The negotiations were conducted in good faith to ensure the fees are fair and reasonable. The procedures outlined in AC 150/5100-14E have been followed.

SCOPE OF WORK
FOR
LAKE TAHOE AIRPORT
South Lake Tahoe, California
AIP Project No. 3-06-0249-XXX-2022
Pavement Maintenance Management Plan

This is an Appendix attached to, made a part of and incorporated by reference with the Consulting Contract dated August 17, 2017 between the City of South Lake Tahoe and Jviation, a Woolpert Company for providing professional services. For the remainder of this scope the Lake Tahoe Airport is indicated as "Sponsor" and Jviation, a Woolpert Company is indicated as "Engineer."

This project shall consist of developing an Airport Pavement Maintenance Management Plan and Runway Safety Area Determination for the Pavement Maintenance Management Plan Project. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.

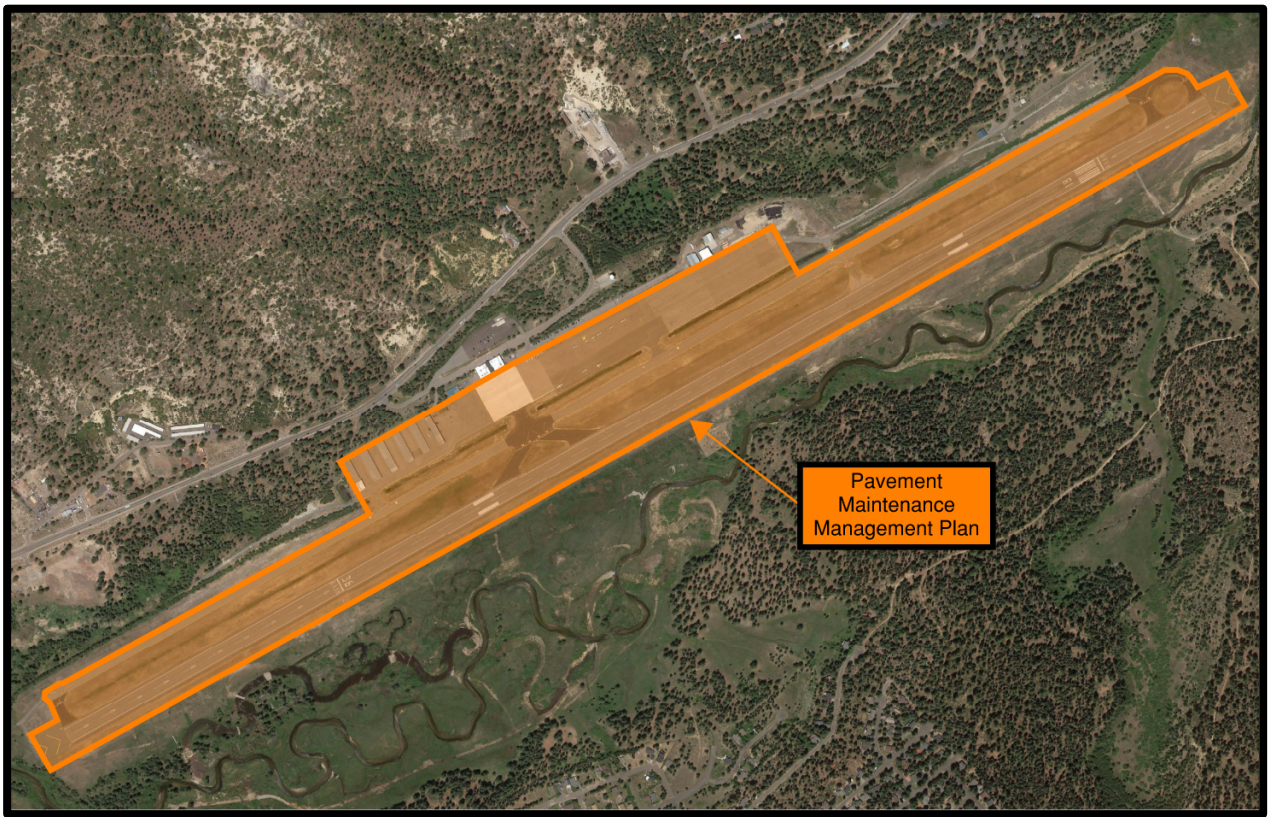

EXHIBIT NO. 1

DESCRIPTION

This project will consist of conducting a detailed assessment of all airfield pavements at the Lake Tahoe Airport, which is comprised of approximately 150,000 square yards of runway pavement, 79,000 square yards of taxiway pavement, and 107,000 square yards of apron pavement, for a total of approximately 336,000 square yards of airfield pavement. The detailed pavement assessment shall include performing

a visual evaluation of surface distresses, providing analysis and information on expected pavement life of existing pavements and the extended life for different overlay or reconstruction conditions, and the development of an updated airport pavement maintenance management plan/program. The goal of the plan will be to provide a consistent, objective, and systematic procedure for establishing facility policies, setting priorities and schedules, allocating resources, and budgeting for pavement maintenance and rehabilitation at the Lake Tahoe Airport.

This project shall also include performing an assessment of the Runway Safety Area (RSA) of Runway 18/36 and preparing and submitting a Runway Safety Area Determination (RSAD) and supporting documentation, as required by FAA Office of Airports (ARP) Standard Operating Procedure (SOP) No. 8, *Runway Safety Area Determination*; FAA Order 5200.8, *Runway Safety Area Program*; and FAA Order 5200.9, *Financial Feasibility and Equivalency of Runway Safety Area Improvements and Engineered Materials Arresting Systems.*

The engineering fees for this project will consist of **Part A-Basic Services**, which includes**;** 1) Preliminary Design Phase, 2) Pavement Maintenance Management Plan Development Phase, 3) Runway Safety Area Determination Phase, and Reimbursable Costs During Design. Additional services that will be completed by subconsultants to the Engineer, including the proposed topographical survey will also be included under **Part A-Basic Services.** Part A and the three phases are described in more detail below.

PART A - BASIC SERVICES consists of the Preliminary Design Phase, Pavement Maintenance Management Plan Development Phase, and Runway Safety Area Determination Phase, all invoiced on a lump sum basis. Also included are direct subcontract costs for the proposed topographical survey.

1.0 Preliminary Design Phase

1.01 Coordinate and Attend Meetings with the Sponsor and FAA. Meetings with the Sponsor and the FAA will take place to determine critical project dates, establish the proposed design schedule and AIP development schedule, review environmental component(s), determine the feasibility of the proposed project and to establish the need for topographical surveying and pavement investigation. Various meetings during the design phase will also be conducted to review the progress of the design and identify any special requirements for the project. It is anticipated that there will be up to four (4) meetings with the Sponsor and/or the FAA throughout the course of the design.

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

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

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- The Engineer will analyze the budget semi-monthly to ensure budget and staffing needs are on track to meet design schedules within budget.

- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

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

1.04 Review Existing Documents. The Engineer will gather and review existing available documentation that may be relevant to the project, including, but not limited to, record drawings (as-builts), pavement maintenance plans, geotechnical reports, design reports, final reports, utility reports/maps and previous surveys. The Engineer may use relevant information from this review to coordinate the development of the plan and topographical survey for the project.

1.05 Coordinate Topographical Survey. This task includes preparing the requirements, establishing the limits of the survey area, and scheduling a time for the survey to be completed. Negotiating with the survey firm for a cost to perform the work and providing an on-site representative of the Engineer during the survey is also included in this task. During design, the need may arise to verify other existing survey information or to extend the limits of the survey. The survey will include the following:

- Survey the existing locations and elevations for the runway and taxiways (25-foot grid).
- Utilize Primary Airport Control and Secondary Airport Control.
- Other miscellaneous features required for the Runway Safety Area Determination.

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

- Prepare Federal 424 form.
- Prepare Federal Form 5100 – II thru IV.
- Prepare project funding summary.
- Prepare program narrative, discussing the purpose and need of the work and the method of accomplishment.
- Project sketch (8.5" x 11").
- Include preliminary cost estimate.
- Include the Sponsor's certifications.
- Attach the current grant assurances.
- Include DOT Title VI assurances.
- Include certification for contract, grants and cooperative agreements.
- Include Title VI pre-award checklist.
- Include current FAA advisory circulars required for use in AIP funded projects.

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

1.07 Prepare Environmental Documentation. The FAA has determined that a simple written Categorical Exclusion (CATEX) applies, according to FAA orders 1050.1F and 5050.4B. The project was environmentally approved through the FAA's simple written CATEX dated June 9, 2021. An overall environmental exhibit will be created as part of this scope of work, approved by the FAA, and referenced throughout the project.

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

TASK 1 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
1.01 Pre-Design and Design Development Meetings	• South Lake Tahoe, CA One (1) Project Engineer and one (1) Project Manager Assume Two (2) hours via teleconference (2 meetings)
1.02 Prepare Project Scope of Work and Contract	• South Lake Tahoe, CA One (1) Project Engineer and one (1) Project Manager Assume Two (2) hours via teleconference (2 meetings)

2.0 Pavement Maintenance Management Plan Development Phase

2.01 Pavement Condition Index (PCI) Inspections. This task includes visual inspection of the pavements following the PCI survey procedures documented in FAA AC 150/5380-7B, FAA AC 150/5380-6C, ASTM D5340-20, and supported by the latest version of PAVER software (version 6.5).

A crew performing the PCI inspection survey, led by an experienced Pavement Engineer (Project Manager III) and escorted and assisted by one (1) Resident Engineer will perform, at a minimum, one (1) seven-day pavement evaluation. It is assumed typical working days will be ten (10) hours.

During the pavement evaluations, pavements will be inspected by random sampling, and any unique or isolated pavement situation will be identified and sampled. Photographs will be taken to record both typical and atypical distresses observed.

Observed data will be entered into the PAVER database.

2.02 PAVER Customization and Analysis. The Engineer will customize the database by developing performance models and entering treatment alternatives and appropriate unit costs to reflect the conditions and policies under which the management system operates. The Engineer will analyze the following:

- ✈ Predication of Future Condition
- ✈ Determination of Optimum M&R plans given a budget
- ✈ Determine Budget Requirements to Meet Management Objectives.

The Engineer will also perform PAVER GIS linking as part of the customization activities. The GIS link within PAVER correlates database information (such as section names, surface types, ranks, current PCIs, projected PCIs, etc.) with associated maps.

The PCI data collected during this project will be analyzed to determine the overall condition in terms of a PCI value, cause of pavement deterioration, and rate of deterioration.

An evaluation of the functional condition of the pavements will be completed. To complete this activity, three aspects of the PCI data will be analyzed for each section: composite index, type of distress, and pavement deterioration rate. This information will then be used to estimate the remaining functional life of each pavement section.

2.03 Runway PCN (Or ACR-PCR) Analysis. The Engineer will perform a pavement classification number (PCN) analysis for each pavement section to determine the runway PCN classification based on the expected fleet mix in accordance with FAA AC 150/5335-5C, *Standardized Method of Reporting Airport Pavement Strength – PCN.*

Detailed layer thicknesses, material type, and subgrade will be required to complete PCN for each pavement section. The previous pavement management plan and geotechnical investigations will be used to ascertain the pavement sections. The fleet mix will be incorporated to calculate the PCN for each airfield pavement section.

The FAA has indicated it will adopt the ACR-PCR method of reporting pavement strength when AC 150/5335-5D is published. If this AC is published prior to the commencement of this task, the Engineer will calculate the ACR-PCR, in lieu of the PCN, for each airfield pavement section.

2.04 Pavement Maintenance Management Plan Development. The Engineer will develop a Pavement Maintenance Management Plan document which shall contain a description of the process and results for the PMMP implementation. It will provide documentation of the PMMP, the airfield data collected during the project, a summary of the overall condition of the pavement system, and the recommended maintenance and rehabilitation plan. It will include maps as well as photographs taken during the PCI inspections and will serve as a reference for future updates to the pavement management data.

2.05 Review Pavement Maintenance Management Plan at 60% Complete. At the 60% stage of completion of the Pavement Maintenance Management Plan, the Engineer will submit the PMMP Documents to the Sponsor for their review. A meeting will be scheduled for this review and the project will be reviewed with the FAA to obtain their concurrence with the Plan.

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

Prior to the Engineer's Pavement Maintenance Management Plan being submitted to the Sponsor and FAA, a thorough, in-house quality control review of the documents will be conducted. This process will include an independent review of the PMMP being submitted by a licensed Professional Engineer other than the Engineer who performed the design of the project. Comments will be offered by the Engineer that performed the review, and revisions to the Pavement Maintenance Management Plan will be made accordingly.

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

2.07 Prepare and Submit Final Pavement Maintenance Management Plan. A final PMMP will be prepared and submitted to the FAA and Sponsor. These documents shall incorporate all revisions, modifications and corrections determined during the FAA and Sponsor final review.

2.08 Prepare Requests for Reimbursement. This task includes preparing the FAA Standard Form 271 for Sponsor reimbursement of eligible expenses incurred on a monthly basis. The Engineer will submit the completed form along with appropriate supporting documentation to the Sponsor for review and approval. Upon approval, the Engineer or the Sponsor will submit the completed forms and supporting documentation to the FAA for reimbursement. It is estimated there will be three RFRs for expenses incurred during the project.

2.09 Prepare and Submit Grant Closeout Report. This task includes preparation of the grant closeout report in accordance with current FAA Western Pacific Region Grant Closeout Report guidelines. Paper and electronic copies will be provided.

TASK 2 DELIVERABLES	TO FAA/STATE	TO SPONSOR
2.05 60% Pavement Maintenance Management Plan Review	✓	✓
2.07 Final Pavement Maintenance Management Plan	✓	✓
2.08 Requests for Reimbursement	✓	✓
2.09 Grant Closeout Report	✓	✓

TASK 2 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
2.01 PCI Inspections	• South Lake Tahoe, CA One (1) Pavement Engineer (Project Manager III) and one (1) Resident Engineer Assume seven (7) day site visit (1 site visit), ten (10) working hours per day. Assume travel to/from Denver, CO to South Lake Tahoe, CA with eight (8) overnight stays for Pavement Engineer and Resident Engineer for each site visit
2.06 Plan Review at 60% Complete.	• South Lake Tahoe, CA One (1) Project Engineer and one (1) Project Manager Assume Two (2) hours via teleconference (1 meeting)

3.0 Runway Safety Area Determination (RSAD) Phase

3.01 Analyze Topographic Survey Data. This task includes analyzing the topographical surveying data and preparing the data for use with computer modeling. This will include the following tasks:

- ✈ Input raw survey data into AutoDesk Civil 3D to sort data into the Engineer's standard layers for efficient analysis.
- ✈ Verify surveyor horizontal and vertical control.
- ✈ Verify survey data from as-built conditions.
- ✈ Sort all data points by layers and descriptions for computer modeling.

- Prepare Triangulated Integrated Network (TIN - surface model) of existing ground contours, pavement edges, roadways, electrical equipment, drainage features, buildings, fences and other miscellaneous entities.
- Generate three-dimensional contour model from TIN - surface model.
- Prepare and process data for spot elevations, grading and/or paving cross sections.

This task includes analyzing the Runway 18/36 safety area topographical survey and object inventory data. Current editions of FAA runway safety area documents (i.e., FAA Office of Airports (ARP) Standard Operating Procedure (SOP) No. 8.00, *Runway Safety Area Determination*; FAA Order 5200.8, *Runway Safety Area Program*; FAA Order 5200.9, *Financial Feasibility and Equivalency of Runway Safety Area Improvements and Engineered Material Arresting Systems*; etc.) will be reviewed and applicable data provided to the Sponsor accordingly. This will include the following tasks:

- Conduct safety area topographical survey.
- Prepare exhibit(s) (plan view of safety area with spot elevations/longitudinal and transverse gradients/dimensions, location/description of objects, etc.) and associated narrative with analysis (compliance with current standards vs. non-compliance with current standard(s)).
- If a non-standard determination is made by the FAA, assist Sponsor with alternative analysis preparation and presentation per the referenced FAA guidance above.

3.02 Prepare Runway Safety Area Determination. This task includes preparing the Runway Safety Area Determination (RSAD) Form and supporting documents for Runway 18/36 in accordance with the current editions of FAA runway safety area documents (i.e., FAA Office of Airports (ARP) Standard Operating Procedure (SOP) No. 8.00, *Runway Safety Area Determination*; FAA Order 5200.8, *Runway Safety Area Program*; FAA Order 5200.9, *Financial Feasibility and Equivalency of Runway Safety Area Improvements and Engineered Material Arresting Systems*; etc.).

3.03 Submit Runway Safety Area Determination. This task includes submitting the completed Runway Safety Area Determination (RSAD) Form and supporting documentation to the Sponsor and FAA for review, approval and signatures. The Regional Airports Division Manager ensures the Runway Safety Area Program is implemented in accordance with FAA Order 5200.8, *Runway Safety Area Program*. The order requires the Division Manager to approve all RSADs within the Division's area of responsibility.

TASK 3 DELIVERABLES	TO FAA/STATE	TO SPONSOR
3.03 Submit Runway Safety Area Determination	✓	✓

TASK 3 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
3.01 Topographic Survey On-Site Coordination	• South Lake Tahoe, CA One (1) Resident Engineer Assume five (5) day site visit (1 site visits), ten (10) working hours per day. Assume travel to/from San Jose, CA to South Lake Tahoe, CA with six (6) overnight stays for Resident Engineer for each site visit
3.03 Runway Safety Area Determination Review	• South Lake Tahoe, CA One (1) Project Engineer and one (1) Senior Consultant Assume two (2) hours via teleconference (1 meeting)

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

Special Considerations

The following special considerations are required for this project, but will be completed by subconsultants to the Engineer. The cost for this work will be included in the engineering contract agreement with the Sponsor and the costs are in addition to the engineering fees outlined above.

Topographical Survey. Survey will be required in order to complete the Runway Safety Area Determination. Survey will include the following:

- The project limits of the Runway Safety Area (RSA) and surrounding areas.
- The ground survey area is approximately 85 acres, with approximately 20 acres being high accuracy pavement survey and 65 acres being existing ground survey.
- Verification of the existing pavement elevations and infrastructure located within the project area.
- Verification of the existing terrain to create an accurate topographical drawing.
- All existing utilities in the project limits from locates performed prior to surveying operations.
- During design, there may be the need to verify other existing survey information or extend the limits of the existing survey.
- No new obstruction survey or existing obstruction verification survey will be performed.

Assumptions

The scope of services described previously is based on the following assumptions of responsibilities by the Engineer and Sponsor.

1. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips for each phase are included at the end of each phase above.

2. The Sponsor will provide existing mapping data including as-builts available for the project areas, aerial orthoimagery, subsurface conditions information such as prior geotechnical investigations in the project area and other available information in the possession of the Sponsor.

3. Closure(s) of runway and taxiway pavements will be required for the Engineer to conduct field work. The Sponsor and Engineer to coordinate on the required closures, and the Sponsor will coordinate with tenants as required to facilitate field evaluations.

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

state, or local regulations and standards, as identified and relevant to an airfield design and construction project.

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

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

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

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

Additional Services

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

- Redesign for the Sponsor's convenience or due to changed conditions after previous alternate direction and/or approval.
- Submittals or deliverables in addition to those listed herein.
- If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit.
- Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- Additional or extended services during the project made necessary by extension of contract time, non-concurrent work, or changes in the work.
- Legal, surety, or insurance support, coordination, and representation.
- Additional geotechnical investigations made necessary by unanticipated conditions observed during pavement evaluations for which sufficient existing information is not available.

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

AIRPORT: Lake Tahoe Airport
AIP PROJECT NUMBER: 3-06-0249-XXX-2022
PROJECT NAME: Pavement Maintenance Management Plan
DATE: March 1, 2022

INDEPENDENT FEE ESTIMATE

FEE BREAKDOWN

Labor Category	Total Hours		Billing Rate		Total Cost
1.0 Preliminary Design Phase (Lump Sum)					
Principal	hrs.	x	$ 275.00 /hr	= $	-
Senior Project Manager	hrs.	x	$ 265.00 /hr	= $	-
Quality Control Manager	hrs.	x	$ 230.00 /hr	= $	-
Project Manager III	24 hrs.	x	$ 205.00 /hr	= $	4,920.00
Project Manager I	hrs.	x	$ 165.00 /hr	= $	-
Engineer III	22 hrs.	x	$ 160.00 /hr	= $	3,520.00
Associate Engineer II	16 hrs.	x	$ 125.00 /hr	= $	2,000.00
Survey Manager	4 hrs.	x	$ 235.00 /hr	= $	940.00
CADD Tech III	9 hrs.	x	$ 125.00 /hr	= $	1,125.00
Project Coordinator II	24 hrs.	x	$ 125.00 /hr	= $	3,000.00
Support II	hrs.	x	$ 95.00 /hr	= $	-
SUBTOTAL	**99** hrs.		**SUBTOTAL**	**$**	**15,505.00**
Reimbursables					
Auto Rental	Day	x	$ 85.00 /Day=	$	-
Mileage	Mi	x	$ 0.585 /Mi=	$	-
Lodging + Tax & Fees	Day	x	$ 155.00 /Day=	$	-
Per Diem	Day	x	$ 74.00 /Day=	$	-
Travel & Airline Costs	Trip	x	$ 500.00 /Trip=	$	-
			SUBTOTAL	**$**	**-**
	PHASE SUBTOTAL			**$**	**15,505.00**

LABOR HOUR BREAKDOWN

	TASK	LABOR CATEGORY														
		Principal	Senior Project Manager	Quality Control Manager	Project Manager III	Project Manager I	Engineer III	Associate Engineer II	Survey Manager	CADD Tech III	Project Coordinator II	Support II				Phase Item Costs
1.0	**Preliminary Design Phase (Lump Sum)**															
1.01	Coordinate and Attend Meetings with the Sponsor and FAA				4		4									$ 1,460.00
1.02	Prepare Project Scope of Work and Contract				4		4									$ 1,460.00
1.03	Provide Project Coordination				12						12					$ 3,960.00
1.04	Review Existing Documents				2		4	8		8						$ 3,050.00
1.05	Coordinate Topographical Survey				1				4							$ 1,145.00
1.06	Prepare Federal Grant Application				1		2	8		1	4					$ 2,150.00
1.07	Prepare Environmental Documentation						8				8					$ 2,280.00
	TOTALS				**24**		**22**	**16**	**4**	**9**	**24**					$ 15,505.00

Labor Category	Total Hours		Billing Rate		Total Cost
2.0 PMMP Development Phase (Lump Sum)					
Principal	hrs.	x	$ 275.00 /hr	= $	-
Senior Project Manager	hrs.	x	$ 265.00 /hr	= $	-
Quality Control Manager	8 hrs.	x	$ 230.00 /hr	= $	1,840.00
Project Manager III	112 hrs.	x	$ 205.00 /hr	= $	22,960.00
Project Manager I	hrs.	x	$ 165.00 /hr	= $	-
Engineer III	200 hrs.	x	$ 160.00 /hr	= $	32,000.00
Associate Engineer II	hrs.	x	$ 125.00 /hr	= $	-
Survey Manager	hrs.	x	$ 235.00 /hr	= $	-
CADD Tech III	16 hrs.	x	$ 125.00 /hr	= $	2,000.00
Project Coordinator II	hrs.	x	$ 125.00 /hr	= $	-
Support II	16 hrs.	x	$ 95.00 /hr	= $	1,520.00
SUBTOTAL	**352** hrs.		**SUBTOTAL**	**$**	**60,320.00**
Reimbursables					
Auto Rental	9 Day	x	$ 85.00 /Day=	$	765.00
Mileage	120 Mi	x	$ 0.585 /Mi=	$	70.20
Lodging + Tax & Fees	14 Day	x	$ 155.00 /Day=	$	2,170.00
Per Diem	18 Day	x	$ 74.00 /Day=	$	1,332.00
Travel & Airline Costs	Trip	x	$ 500.00 /Trip=	$	-
			SUBTOTAL	**$**	**4,337.20**
	PHASE SUBTOTAL			**$**	**64,657.20**

	TASK	LABOR CATEGORY														
		Principal	Senior Project Manager	Quality Control Manager	Project Manager III	Project Manager I	Engineer III	Associate Engineer II	Survey Manager	CADD Tech III	Project Coordinator II	Support II				Phase Item Costs
2.0	**Pavement Maintenance Mangement Plan Development Phase (Lump Sum)**															
2.01	Pavement Condition Index (PCI) Inspections				86		86									$ 31,390.00
2.02	PAVER Customization and Analysis				4		24									$ 4,660.00
2.03	Runway PCN (or ACR-PCR) Analysis				4		32									$ 5,940.00
2.04	Pavement Maintenance Management Plan Development				8		40									$ 8,040.00
2.05	Review PMMP at 60% Complete				2		2									$ 730.00
2.06	Provide In-House Quality Control			8												$ 1,840.00
2.07	Prepare and Submit Final PMMP Report				8		16			16		16				$ 7,720.00
2.08	Prepare Requests for Reimbursement															$ -
2.09	Prepare and Submit Grant Closeout Report															$ -
	TOTALS			**8**	**112**		**200**			**16**		**16**				$ 60,320.00

Labor Category	Total Hours		Billing Rate		Total Cost
3.0 Runway Safety Area Determination Phase (Lump Sum)					
Principal	hrs.	x	$ 275.00 /hr	= $	-
Senior Project Manager	2 hrs.	x	$ 265.00 /hr	= $	530.00
Quality Control Manager	hrs.	x	$ 230.00 /hr	= $	-
Project Manager III	2 hrs.	x	$ 205.00 /hr	= $	410.00
Project Manager I	8 hrs.	x	$ 165.00 /hr	= $	1,320.00
Engineer III	10 hrs.	x	$ 160.00 /hr	= $	1,600.00
Associate Engineer II	40 hrs.	x	$ 125.00 /hr	= $	5,000.00
Survey Manager	66 hrs.	x	$ 235.00 /hr	= $	15,510.00
CADD Tech III	16 hrs.	x	$ 125.00 /hr	= $	2,000.00
Project Coordinator II	2 hrs.	x	$ 125.00 /hr	= $	250.00
Support II	hrs.	x	$ 95.00 /hr	= $	-
SUBTOTAL	**146** hrs.		**SUBTOTAL**	**$**	**26,620.00**
Reimbursables					
Auto Rental	8 Day	x	$ 85.00 /Day=	$	680.00
Mileage	60 Mi	x	$ 0.585 /Mi=	$	35.10
Lodging + Tax & Fees	6 Day	x	$ 155.00 /Day=	$	930.00
Per Diem	8 Day	x	$ 74.00 /Day=	$	592.00
Travel & Airline Costs	1 Trip	x	$ 500.00 /Trip=	$	500.00
			SUBTOTAL	**$**	**2,737.10**
	PHASE SUBTOTAL			**$**	**29,357.10**

TASK		LABOR CATEGORY														
		Principal	Senior Project Manager	Quality Control Manager	Project Manager III	Project Manager I	Engineer III	Associate Engineer II	Survey Manager	CADD Tech III	Project Coordinator II	Support II				Phase Item Costs
3.0	**Runway Safety Area Determination Phase (Lump Sum)**															
3.01	Analyze Topographic Survey Data							40	66	16						$ 22,510.00
3.02	Prepare Runway Safety Area Determination				2	8	8									$ 3,010.00
3.03	Submit Runway Safety Area Determination		2				2				2					$ 1,100.00
																$ -
																$ -
																$ -
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																$ -
																$ -
																$ -
	TOTALS		**2**		**2**	**8**	**10**	**40**	**66**	**16**	**2**					$ 26,620.00

SUBCONSULTANT 1
TOPOGRAPHICAL SURVEY

SUBTOTAL $ 45,000.00

	Phase Fee	Reimbursable Costs	Total Cost
PART A - BASIC SERVICES (LUMP SUM)			
1.0 Preliminary Design Phase (Lump Sum)	$ 15,505.00	$ -	$ 15,505.00
2.0 PMMP Development Phase (Lump Sum)	$ 60,320.00	$ 4,337.20	$ 64,657.20
3.0 Runway Safety Area Determination Phase (Lump Sum)	$ 26,620.00	$ 2,737.10	$ 29,357.10
SUBTOTAL	$ 102,445.00	$ 7,074.30	$ 109,519.30
PART A - SPECIAL SERVICES			
TOPOGRAPHICAL SURVEY			$ 45,000.00
SUBTOTAL	$ -	$ -	$ 45,000.00
TOTAL	**$ 102,445.00**	**$ 7,074.30**	**$ 154,519.30**

AIRPORT: Lake Tahoe Airport
AIP OR PROJECT NUMBER: 3-06-0249-XXX-2022
PROJECT NAME: Pavement Maintenance Management Plan
DATE: March 16, 2022

JVIATION®
A WOOLPERT COMPANY

FEE BREAKDOWN

Labor Category	Total Hours		Billing Rate			Total Cost
1.0 Preliminary Design Phase (Lump Sum)						
Principal	1 hrs.	x	$ 295.00 /hr	=	$	295.00
Project Manager IV	10 hrs.	x	$ 255.00 /hr	=	$	2,550.00
Quality Control Manager	hrs.	x	$ 255.00 /hr	=	$	-
Project Manager III	2 hrs.	x	$ 230.00 /hr	=	$	460.00
Project Manager II-CA	48 hrs.	x	$ 230.00 /hr	=	$	11,040.00
Engineer III	4 hrs.	x	$ 175.00 /hr	=	$	700.00
Associate Engineer I	4 hrs.	x	$ 130.00 /hr	=	$	520.00
Survey Manager	1 hrs.	x	$ 235.00 /hr	=	$	235.00
CADD Tech III	4 hrs.	x	$ 140.00 /hr	=	$	560.00
Project Coordinator II	18 hrs.	x	$ 135.00 /hr	=	$	2,430.00
Support II	2 hrs.	x	$ 105.00 /hr	=	$	210.00
SUBTOTAL	**94** hrs.		**SUBTOTAL**		**$**	**19,000.00**
Reimbursables						
Auto Rental	Day	x	$ 85.00 /Day=		$	-
Mileage	Mi	x	$ 0.585 /Mi=		$	-
Lodging + Tax & Fees	Day	x	$ 155.00 /Day=		$	-
Per Diem	Day	x	$ 74.00 /Day=		$	-
Travel & Airline Costs	Trip	x	$ 500.00 /Trip=		$	-
			SUBTOTAL		**$**	**-**
	PHASE SUBTOTAL				**$**	**19,000.00**

LABOR HOUR BREAKDOWN

TASK		LABOR CATEGORY														
		Principal	Project Manager IV	Quality Control Manager	Project Manager III	Project Manager II-CA	Engineer III	Associate Engineer I	Survey Manager	CADD Tech III	Project Coordinator II	Support II				Phase Item Costs
1.0	**Preliminary Design Phase (Lump Sum)**															
1.01	Coordinate and Attend Meetings with the Sponsor and FAA		4			4										$ 1,940.00
1.02	Prepare Project Scope of Work and Contract	1	2			12					4					$ 4,105.00
1.03	Provide Project Coordination		2			24						2				$ 6,240.00
1.04	Review Existing Documents						4	4		4	2					$ 2,050.00
1.05	Coordinate Topographical Survey		1			4			1		2					$ 1,680.00
1.06	Prepare Federal Grant Application		1			2					8					$ 1,795.00
1.07	Prepare Environmental Documentation				2	2					2					$ 1,190.00
	TOTALS	**1**	**10**		**2**	**48**	**4**	**4**	**1**	**4**	**18**	**2**				$ 19,000.00

FEE BREAKDOWN

Labor Category	Total Hours		Billing Rate			Total Cost
2.0 PMMP Development Phase (Lump Sum)						
Principal	1 hrs.	x	$ 295.00 /hr	=	$	295.00
Project Manager IV	8 hrs.	x	$ 255.00 /hr	=	$	2,040.00
Quality Control Manager	20 hrs.	x	$ 255.00 /hr	=	$	5,100.00
Project Manager III	96 hrs.	x	$ 230.00 /hr	=	$	22,080.00
Project Manager II-CA	4 hrs.	x	$ 230.00 /hr	=	$	920.00
Engineer III	162 hrs.	x	$ 175.00 /hr	=	$	28,350.00
Associate Engineer I	56 hrs.	x	$ 130.00 /hr	=	$	7,280.00
Survey Manager	hrs.	x	$ 235.00 /hr	=	$	-
CADD Tech III	24 hrs.	x	$ 140.00 /hr	=	$	3,360.00
Project Coordinator II	24 hrs.	x	$ 135.00 /hr	=	$	3,240.00
Support II	hrs.	x	$ 105.00 /hr	=	$	-
SUBTOTAL	**395** hrs.		**SUBTOTAL**		**$**	**72,665.00**
Reimbursables						
Auto Rental	8 Day	x	$ 85.00 /Day=		$	680.00
Mileage	500 Mi	x	$ 0.585 /Mi=		$	292.50
Lodging + Tax & Fees	16 Day	x	$ 155.00 /Day=		$	2,480.00
Per Diem	16 Day	x	$ 74.00 /Day=		$	1,184.00
Travel & Airline Costs	2 Trip	x	$ 500.00 /Trip=		$	1,000.00
			SUBTOTAL		**$**	**5,636.50**
	PHASE SUBTOTAL				**$**	**78,301.50**

LABOR HOUR BREAKDOWN

TASK		LABOR CATEGORY														
		Principal	Project Manager IV	Quality Control Manager	Project Manager III	Project Manager II-CA	Engineer III	Associate Engineer I	Survey Manager	CADD Tech III	Project Coordinator II	Support II				Phase Item Costs
2.0	**Pavement Maintenance Mangement Plan Development Phase (Lump Sum)**															
2.01	Pavement Condition Index (PCI) Inspections				70		70				4					$ 28,890.00
2.02	PAVER Customization and Analysis				8		24	16		8						$ 9,240.00
2.03	Runway PCN (or ACR-PCR) Analysis				4		16									$ 3,720.00
2.04	Pavement Maintenance Management Plan Development		2		8		24	24		16	4					$ 12,450.00
2.05	Review PMMP at 60% Complete		2	4			4									$ 2,230.00
2.06	Provide In-House Quality Control		2	16												$ 4,590.00
2.07	Prepare and Submit Final PMMP Report	1	2		4		8	8			2					$ 4,435.00
2.08	Prepare Requests for Reimbursement					4					6					$ 1,730.00
2.09	Prepare and Submit Grant Closeout Report				2		16	8			8					$ 5,380.00
	TOTALS	**1**	**8**	**20**	**96**	**4**	**162**	**56**		**24**	**24**					$ 72,665.00

Labor Category	Total Hours		Billing Rate		Total Cost
3.0 Runway Safety Area Determination Phase (Lump Sum)					
Principal	1 hrs.	x	$ 295.00 /hr	= $	295.00
Project Manager IV	4 hrs.	x	$ 255.00 /hr	= $	1,020.00
Quality Control Manager	2 hrs.	x	$ 255.00 /hr	= $	510.00
Senior Consultant I	8 hrs.	x	$ 265.00 /hr	= $	2,120.00
Project Manager II-CA	16 hrs.	x	$ 230.00 /hr	= $	3,680.00
Engineer III	62 hrs.	x	$ 175.00 /hr	= $	10,850.00
Associate Engineer I	16 hrs.	x	$ 130.00 /hr	= $	2,080.00
Survey Manager	1 hrs.	x	$ 235.00 /hr	= $	235.00
CADD Tech III	32 hrs.	x	$ 140.00 /hr	= $	4,480.00
Project Coordinator II	6 hrs.	x	$ 135.00 /hr	= $	810.00
Support II	hrs.	x	$ 105.00 /hr	= $	-
SUBTOTAL	**148** hrs.		**SUBTOTAL**	**$**	**26,080.00**
Reimbursables					
Auto Rental	6 Day	x	$ 85.00 /Day=	$	510.00
Mileage	500 Mi	x	$ 0.585 /Mi=	$	292.50
Lodging + Tax & Fees	6 Day	x	$ 155.00 /Day=	$	930.00
Per Diem	6 Day	x	$ 74.00 /Day=	$	444.00
Travel & Airline Costs	Trip	x	$ 500.00 /Trip=	$	-
			SUBTOTAL	**$**	**2,176.50**
			PHASE SUBTOTAL	**$**	**28,256.50**

TASK		LABOR CATEGORY													
		Principal	Project Manager IV	Quality Control Manager	Senior Consultant I	Project Manager II-CA	Engineer III	Associate Engineer I	Survey Manager	CADD Tech III	Project Coordinator II	Support II				Phase Item Costs
3.0	**Runway Safety Area Determination Phase (Lump Sum)**															
3.01	Analyze Topographic Survey Data		1			4	50	8	1	16	2					$ 13,710.00
3.02	Prepare Runway Safety Area Determination	1	2	2	8	8	8	8		16	2					$ 10,225.00
3.03	Submit Runway Safety Area Determination		1			4	4				2					$ 2,145.00
	TOTALS	**1**	**4**	**2**	**8**	**16**	**62**	**16**	**1**	**32**	**6**					$ 26,080.00

	Phase Fee	Reimbursable Costs	Total Cost
PART A - BASIC SERVICES (LUMP SUM)			
1.0 Preliminary Design Phase (Lump Sum)	$ 19,000.00	$ -	$ 19,000.00
2.0 PMMP Development Phase (Lump Sum)	$ 72,665.00	$ 5,636.50	$ 78,301.50
3.0 Runway Safety Area Determination Phase (Lump Sum)	$ 26,080.00	$ 2,176.50	$ 28,256.50
SUBTOTAL	$ 117,745.00	$ 7,813.00	$ 125,558.00
PART A - SPECIAL SERVICES (LUMP SUM)			
SUBCONSULTANT 1 - TOPOGRAPHICAL SURVEY	$ 15,000.00	$ -	$ 15,000.00
SUBTOTAL	$ 15,000.00	$ -	$ 15,000.00
TOTAL	**$ 132,745.00**	**$ 7,813.00**	**$ 140,558.00**

Resolution 2022-119

Adopted by the City of South Lake Tahoe
City Council

September 20, 2022

Authorizing the Airport Manager to Apply for FY 2022 Caltrans AIP Matching Grant for Lake Tahoe Airport and Appropriating $8,006 from General Fund Undesignated Excess Reserves for City Grant Match

A. The Airport Manager requests authority to submit a California Department of Transportation Airport Improvement Program Matching Grant application, execute a grant agreement with the California Department of Transportation Aeronautics Division, accepts the allocation of grant funds, and certify the availability of the City's 5.5% share of total project cost matching funds; and

B. The City of South Lake Tahoe applied to the Federal Aviation Administration (FAA) for a Federal AIP grant for the Lake Tahoe Airport Pavement Maintenance Management Plan Update in the amount of $166,667; FAA has tentatively approved $131,002 based on the revised project cost; and

C. The Federal Aviation Administration under Title 49 § 47171, et seq. allows for general aviation airports to appropriate 90% Federal share for Airport Improvement Program grants and requires the airport sponsor to contribute 10% match from a combination of state or local sources; and

D. The California Transportation Commission, pursuant to the Public Utilities Code section 21683.1, provides grants of 5% of Federal Aviation Administration grants to airports as matching funds; certifying local funding availability of 5.5% total project costs; and

E. The California Department of Transportation requires City Council to adopt a resolution authorizing the submission of an application for an AIP Matching grant; and

F. The Airport Manager recommends the City of South Lake Tahoe, California submit a matching grant application for the Lake Tahoe Airport Pavement Maintenance Management Plan Update, included in the 2020 Caltrans Aeronautics Program and the 2021 FAA Airport Capital Improvement Plan; and

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

1. Authorizes the Airport Manager to file an application for a State AIP Matching grant for this project.

2. Authorizes accepting the allocation of State AIP Matching funds for the project in the amount of $6,550.00 and authorizes the Finance Director to appropriate budget into acct# 501-80035-33214.

3. Authorizes the City Manager to execute an AIP Matching Grant Agreement for this project.

4. Upon approval of Caltrans Grant, authorizes budget appropriation of $8,006.00 from the General Fund Undesignated Excess Reserves Grant Match set aside balance into

revenue acct# 501-80035-36300, and total expense appropriations of $14,556 into Engineering Study/Design account 501-80035-48010.

Adopted by the City of South Lake Tahoe City Council on September 20, 2022 by the following vote:

Yes: Bass, Creegan, Friedrich, Middlebrook and Wallace

Devin Middlebrook (Sep 22, 2022 09:48 PDT)

Devin Middlebrook, Mayor

Date: Sep 22, 2022

Attest:

Sue Blankenship (Sep 22, 2022 08:04 PDT)

Susan Blankenship, City Clerk

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

Res 2022-119 Caltrans AIP Matching Grant

Final Audit Report 2022-09-22

Created:	2022-09-21
By:	jo Mcdonough (jmcdonough@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAP2ufXhccaZygQgENwjaFfA3tsMWKFVYB

"Res 2022-119 Caltrans AIP Matching Grant" History

Document created by jo Mcdonough (jmcdonough@cityofslt.us)
2022-09-21 - 6:37:26 PM GMT- IP address: 128.92.136.146

Document emailed to Sue Blankenship (sblankenship@cityofslt.us) for signature
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Email viewed by Sue Blankenship (sblankenship@cityofslt.us)
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Document e-signed by Sue Blankenship (sblankenship@cityofslt.us)
Signature Date: 2022-09-22 - 3:04:35 PM GMT - Time Source: server- IP address: 128.92.136.146

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Email viewed by dmiddlebrook@cityofslt.us
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Signer dmiddlebrook@cityofslt.us entered name at signing as Devin Middlebrook
2022-09-22 - 4:48:19 PM GMT- IP address: 66.189.255.213

Document e-signed by Devin Middlebrook (dmiddlebrook@cityofslt.us)
Signature Date: 2022-09-22 - 4:48:20 PM GMT - Time Source: server- IP address: 66.189.255.213

Agreement completed.
2022-09-22 - 4:48:20 PM GMT

Adobe Acrobat Sign

CITY OF SOUTH LAKE TAHOE

AIRPORT MASTER PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 21day of June 2022 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and Jviation, A Woolpert Company ("Consultant").

RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

   The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

   All services provided by Consultant pursuant to this Agreement will be on Task Order assignments in accordance with the terms set forth in the **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the billing rate schedule, fees and compensation which shall be paid pursuant to this Agreement.

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

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Billing Rate Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without prior written authorization from City.

6. Ownership of Documents. All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees and agents and Sub-Consultant in the course of implementing this Agreement, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

7. Consultant's Books and Records.

   a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or

documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from records shall be available at Consultant's address indicated for the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained at City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

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

City is not required to make any deductions or withholdings form the compensation payable to Consultant under the provisions of this Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third-party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City

based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

9. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,
b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

10. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

11. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

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

13. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.
This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any Sub-Consultant, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with this Agreement, and consultant's work under this Agreement.

14. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each Sub-Consultant to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the Sub-Consultant's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for

protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or Sub-Consultant. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

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

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

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

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

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

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

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

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

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

insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Consultant allow any Sub-Consultant to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the Sub-Consultant has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

15. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: Lake Tahoe Airport
1901 Lisa Maloff Way, Suite 100
South Lake Tahoe, CA 96150

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

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

16. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the Sub-Consultant. Nothing in the Agreement shall create any contractual relationship between City and Sub-Consultant nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such Sub-Consultant other than as otherwise required by law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Timetables

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

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

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

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

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

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

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

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

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

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

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

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

37. Contract Workhours and Safety Standards Act Requirements.

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

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

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

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

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

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

39. Davis-Bacon Act.

a. Minimum wages.

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

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

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

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

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

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

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

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

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

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

c. Payrolls and Basic Records.

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

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

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

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

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

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

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

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

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

d. Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SOUTH LAKE TAHOE:

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

CONSULTANT:

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

Business License # 011275

APPROVED AS TO FORM:

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

ATTEST:

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

Jun 28, 2022

Attachments:

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

EXHIBIT A

SCOPE OF SERVICES

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

REQUEST FOR QUALIFICATIONS

5-Year Airport Planning Services

Lake Tahoe Airport

April 29, 2022

JVIATION
A WOOLPERT COMPANY

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

LAKE TAHOE airport

1. TRANSMITTAL LETTER

April 29, 2022

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

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

Dear Mr. Jevic and Members of the Selection Committee:

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

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

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

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

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

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

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

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

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

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

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

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

PROVEN PARTNERSHIP

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

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

PROJECT MANAGEMENT APPROACH

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

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

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

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

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

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

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

UNDERSTANDING AND PROPOSED WORK PLAN

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

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

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

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

FOLLOWING THE FAA GUIDANCE

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

This is Your Airport Master Plan

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Approval Phase: Finishing Strong.

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

Stakeholder Engagement: Truly Reaching Out and Being There

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

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

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

OTHER KEY AREAS OF PLANNING FOCUS FOR TVL

Airspace Protection Evaluation and Mitigation

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

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

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

Future Aeronautical/Non-Aeronautical Development

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

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

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

Agency Coordination

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

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

Benefit Cost Analysis and Business Development Materials

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

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

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

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

Economic Development Opportunities

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

Sustainability

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

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

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

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

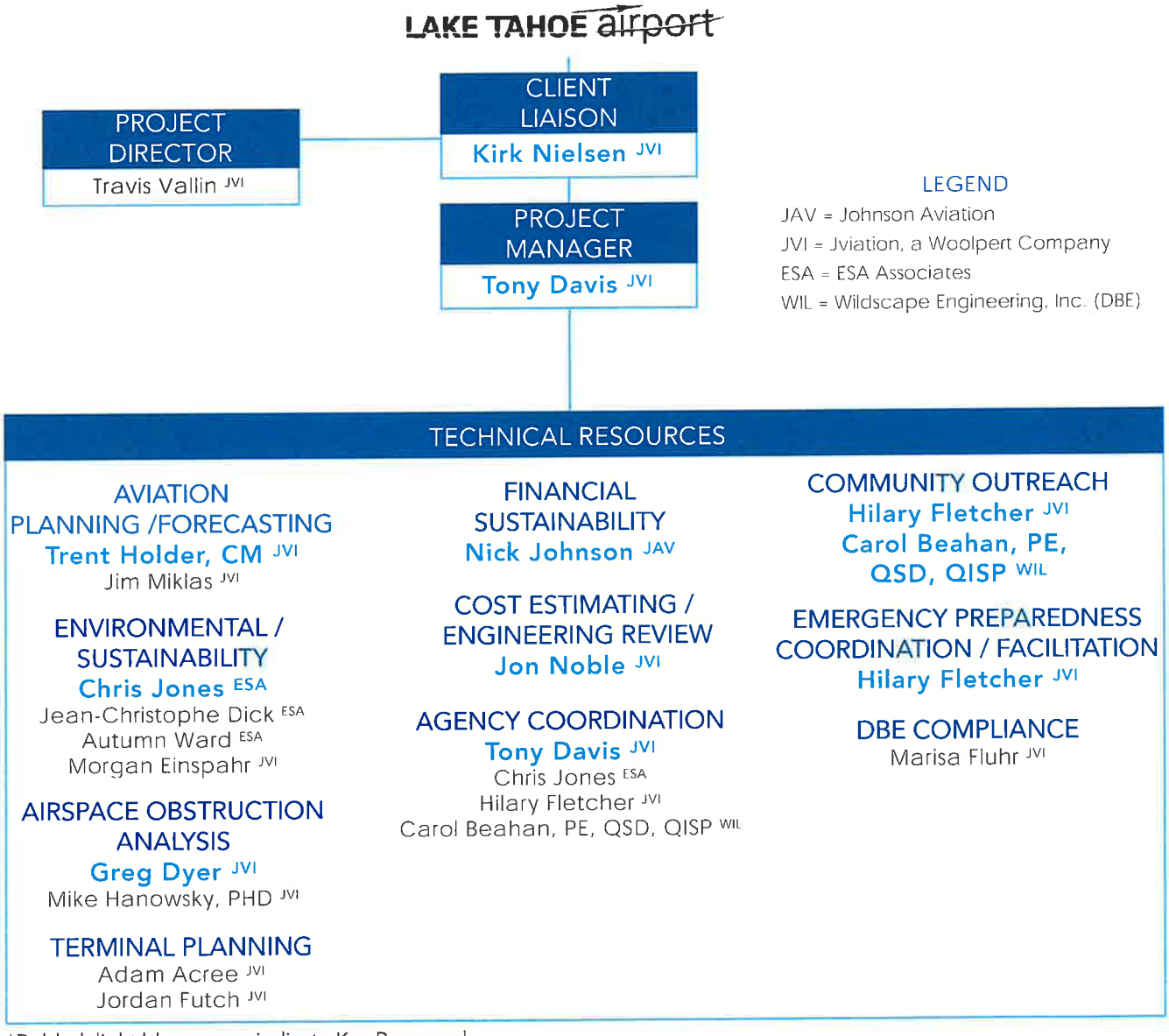
- Track carbon output to inform quantifiable reduction strategies
- Examine energy use and maintenance requirements via facilities inventory and energy modeling
- Use natural daylighting in facilities to reduce electrical loads
- Analyze renewable energy options and funding initiatives specific to the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

Emergency Response and Recovery

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

3. PROJECT TEAM

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



*Bolded, light blue names indicate Key Personnel

KEY PERSONNEL

Tony Davis | Project Manager & Agency Coordination

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

Kirk Nielsen | Client Liaison

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

Jon Noble | Engineering

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

Greg Dyer | Airspace Obstruction Analysis

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

Nick Johnson | Financial Sustainability

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

Chris Jones | Environmental & Agency Coordination

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

Hilary Fletcher | Community Outreach & Emergency Preparedness Coordination

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

Carol Beahan | Community Outreach

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

JVIATION OVERVIEW

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

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

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

165+
AVIATION FOCUSED **EMPLOYEES**

SERVING
95+
AIRPORT CLIENTS

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

OUR SERVICE CAPABILITIES

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

AIRPORT PLANNING

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

ARCHITECTURE AND FACILITIES PLANNING

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

ENVIROMENTAL PLANNING

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

ENGINEERING AND CONSTRUCTION MANAGEMENT

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

ADDITIONAL SERVICES

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

ENVIRONMENTAL TEAMING PARTNER

Environmental Science Associates (ESA)

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

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

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

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

50
Years of Environmental Documentation

150
Airports Served

5
Northern California Offices

85%
Clients are Repeat Business

FINANCIAL SUSTAINABILITY TEAMING PARTNER

Johnson Aviation Consulting

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

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

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

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

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

COMMUNITY OUTREACH TEAMING PARTNER

Wildscape Engineering, Inc.

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

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

4. PAST OR CURRENT PROJECT EXPERIENCE

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

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

LAKE TAHOE AIRPORT (TVL)

On-Call Planning

SOUTH LAKE TAHOE, CA

Obstruction Mitigation Plan and Aeronautical Study

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

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

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

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

Rates and Charges Study

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

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

EAGLE COUNTY REGIONAL AIRPORT (EGE)

Various Planning Initiatives

GYPSUM, CO

Airport Master Plan

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

Approach Procedures

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

Emergency Response Preparedness

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

KEY ELEMENTS OF THE WORK

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

COLORADO SPRINGS AIRPORT (COS)

Various Planning Initiatives

COLORADO SPRINGS, CO

Land Use Compatibility Study

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

Airport Master Plan

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

KEY ELEMENTS OF THE WORK

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

ASPEN-PITKIN COUNTY AIRPORT (ASE)

Future Air Service Planning Study

ASPEN, CO

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

KEY ELEMENTS OF THE WORK

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

Design Guidelines

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

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

Terminal Area Plan (TAP)

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

JACKSON HOLE AIRPORT (JAC)

JACKSON, WY

Conceptual Area Plan

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

KEY ELEMENTS OF THE WORK

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

GUNNISON-CRESTED BUTTE REGIONAL AIRPORT (GUC)

GUNNISON, CO

Airport Master Plan

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

KEY ELEMENTS OF THE WORK

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

5. REFERENCES

JACKSON HOLE AIRPORT

Jim Elwood, AAE

Airport Manager

1250 E. Airport Rd | Jackson, WY 83001

307.733.7695

Jelwood@jacksonholeairport.com

COLORADO SPRINGS AIRPORT

Greg Philips, AAE

Director of Aviation

7770 Milton E. Proby Parkway | Colorado Springs, CO 80916

719.550.1900

Gphillips@springsgov.com

ROCKY MOUNTAIN REGIONAL AIRPORT

Paul Anslow

Airport Manager

11755 Airport Way | Broomfield, CO 80021

303.271.4851

Panslow@flyrmma.com

DRIGGS REED MEMORIAL AIRPORT

Lori Kyle

Manager

P.O. Box 146 | Driggs, ID 83422

208.715.0439

Lkyle@driggsidaho.org

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

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

TVL OBSTRUCTION MITIGATION PROJECT

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

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

LONG BEACH AIRPORT, NEW AIRFIELD LAYOUT

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

SAN DIEGO INTERNATIONAL AIRPORT, NEW T1 PROJECT

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

ONTARIO INTERNATIONAL AIRPORT OWNERSHIP TRANSFER

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

LOS ANGELES INTERNATIONAL AIRPORT MASTER PLAN

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

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

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

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

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

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

7. GOOD FAITH EFFORT IN INCLUDING DBE'S

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

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

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

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

GOOD FAITH EFFORT OVERVIEW

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

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

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

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

APPENDIX

TRAVIS VALLIN

Principal-in-Charge | Project Director

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

Bachelor of Science, Airway Science Management

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

Project Experience

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

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

KIRK NIELSEN

Client Liaison

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

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

MBA

Bachelor of Science, Civil Engineering

- Professional Engineer, UT, NV, ID

Project Experience

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

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

TONY DAVIS

Project Manager

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

MBA
BS, Aviation Business Management
AS, Aeronautical Science

FAA Flight Certificates:

- Commercial
- Instrument
- Private Pilot

Project Experience

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

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

TRENT HOLDER, CM

Aviation Planning

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

MS, Forensic Psychology
BA, Psychology

Project Experience

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

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

JIM MIKLAS

BS, Journalism

Aviation Planning

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

Project Experience

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

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

CHRIS JONES

Juris Doctor
BA, Sociology

- American Institute of Certified Planners
- AICP Certification

Environmental

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

Project Experience

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

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

JEAN-CHRISTOPHE DICK | ESA

Environmental

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

Project Experience

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

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

BS, Business & Technology

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

AUTUMN WARD, CM, ENV SP | ESA

Environmental

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

Project Experience

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

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

MS, Aeronautics
BS, Aviation Business Administration
Registrations:

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

MORGAN EINSPAHR, LEED GA

MS, Environmental Management
BS, Aviation Management

Environmental

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

Project Experience

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

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

GREG DYER

BS, Public Administration

Airspace/Obstruction Analysis

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

Project Experience

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

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

MIKE HANOWSKY, PHD

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

Airspace/Obstruction Analysis

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

Project Experience

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

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

ADAM ACREE, LEED AP

MS, Architecture
BS, Architectural Studies

Terminal Planning

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

Project Experience

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

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

JORDAN FUTCH

Terminal Planning

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

Project Experience

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

Ticket Counters
Jackson Hole Airport | Jackson, WY
Architectural Designer

MS, Architecture
AS, Science in Drafting

NICK JOHNSON

Johnson Aviation consulting

Financial Sustainability

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

Project Experience

Adaptive Property Reuse Study
Ontario International Airport | Ontario, CA

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

Master of Public Administration
BS, Aviation Management

JON NOBLE, PE

BS, Engineering

Engineering

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

Project Experience

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

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

HILARY FLETCHER

Master of Public Administration
BA, American History

Community Outreach | Emergency Preparedness Coordination

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

Project Experience

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

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

CAROL BEAHAN, PE, QSD, QISP

Community Outreach

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

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

Project Experience

Creek Restoration Project
Bijou Park | South Lake Tahoe, CA

Commercial Redevelopment Project
The Crossing | South Lake Tahoe, CA

MARISA FLUHR

DBE Compliance

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

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

BS, Business Administration

Project Experience

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

DBE Reporting
Elko Regional Airport | Elko, NV
Project Coordinator

EXHIBIT B

BILLING RATE SCHEDULE OF

Billing Rate Schedule will be adjusted annually based on CPI

2022 Billing Rates

UPDATED: 4/26/22

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

2022 Billing Rates

UPDATED: 4/26/22

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

2022 Billing Rates

UPDATED: 4/26/22

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

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

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

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

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

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

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

Consultant:

Travis Vallin, Project Director

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

EXHIBIT D

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

Consultant:

Travis Vallin, Project Director

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

EXHIBIT E

TAX DELINQUENCY AND FELONY CONVICTION CERTIFICATION

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications (Check one)

1) The applicant represents that it is ☐ is not ☑ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2) The applicant represents that it is ☐ is not ☑ is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note:

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Consultant:

Travis Vallin, Project Director

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

EXHIBIT F

CERTIFICATION OF OFFERER / BIDDER REGARDING DEBARMENT

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

Consultant:
Travis Vallin, Project Director

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

WOOLINC-01 KSUTTON

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

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

CERTIFICATE HOLDER

City of South Lake Tahoe
Clty Attorney's Office
1901 Lisa Maloff Way
Suite 300
South Lake Tahoe, CA 96150

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Lawrence J Ridley

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C-103-2022

AGENCY CUSTOMER ID: WOOLINC-01 KSUTTON

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

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

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C-103-2022

WOOLINC-01 KSUTTON

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

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

CERTIFICATE HOLDER	CANCELLATION
Lake Tahoe Airport Airport Manager 1901 Lisa Maloff Way Suite 100 South Lake Tahoe, CA 96150	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Frances J Ridley

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C-103-2022

AGENCY CUSTOMER ID: WOOLINC-01 KSUTTON

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

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

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C-103-2022

CITY OF SOUTH LAKE TAHOE, CALIFORNIA

BUSINESS AND PROFESSIONS TAX CERTIFICATE

THIS CERTIFICATE MUST BE POSTED IN A CONSPICUOUS PLACE

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

NON-TRANSFERABLE

ISSUED TO:

JVIATION INC
JVIATION INC
6920 SANTA TERESA BLVD STE 208

TAX NO: 011275
EXPIRES: 06/30/2022

CIVIL ENGINEERS/AVIATION

Detach at perforations and display in a conspicuous place.

C-103-2022

C-103-2022 JVIATION

Final Audit Report 2022-07-12

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

"C-103-2022 JVIATION" History

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

Document emailed to Sue Blankenship (sblankenship@cityofslt.us) for signature
2022-06-28 - 3:23:25 PM GMT

Email viewed by Sue Blankenship (sblankenship@cityofslt.us)
2022-06-28 - 3:44:59 PM GMT- IP address: 128.92.136.146

Document e-signed by Sue Blankenship (sblankenship@cityofslt.us)
Signature Date: 2022-06-28 - 3:45:15 PM GMT - Time Source: server- IP address: 128.92.136.146

Document emailed to Heather Stroud (hstroud@cityofslt.us) for signature
2022-06-28 - 3:45:19 PM GMT

Email viewed by Heather Stroud (hstroud@cityofslt.us)
2022-06-28 - 3:57:34 PM GMT- IP address: 128.92.136.146

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

Document emailed to dmiddlebrook@cityofslt.us for signature
2022-06-28 - 3:58:58 PM GMT

Email viewed by dmiddlebrook@cityofslt.us
2022-06-28 - 7:14:32 PM GMT- IP address: 66.189.255.213

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

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

Adobe Acrobat Sign

Email viewed by travis.vallin@woolpert.com
2022-06-29 - 3:21:42 AM GMT- IP address: 104.28.85.49

Email viewed by travis.vallin@woolpert.com
2022-07-01 - 7:23:33 PM GMT- IP address: 104.28.85.48

New document URL requested by travis.vallin@woolpert.com
2022-07-12 - 1:10:25 PM GMT- IP address: 199.87.141.39

Email viewed by travis.vallin@woolpert.com
2022-07-12 - 1:10:39 PM GMT- IP address: 104.47.51.126

Document e-signed by Travis Vallin (travis.vallin@woolpert.com)
Signature Date: 2022-07-12 - 1:12:01 PM GMT - Time Source: server- IP address: 199.87.141.39

Agreement completed.
2022-07-12 - 1:12:01 PM GMT

U.S. Department of Transportation
Federal Aviation Administration

Airports Division
Western-Pacific Region
California

San Francisco Airports
District Office:
1000 Marina Blvd, Ste 115
Brisbane, CA 94005-1863

September 6, 2022

Mr. John Dickinson
Airport Manager
City of South Lake Tahoe
1901 Airport Road, Suite 100
South Lake Tahoe, CA 96150

Dear Mr. Dickinson:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-06-0249-047-2022 at Lake Tahoe Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 12, 2022**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
    1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
    2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. REGINALD DONES, (405) 666-1065, reginald.dones@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Amy Choi for Laurie J. Suttmeier
Amy Choi for Laurie J. Suttmeier (Sep 6, 2022 13:28 PDT)

Laurie J. Suttmeier
Manager

U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	September 6, 2022
Airport/Planning Area	Lake Tahoe Airport
FY2022 AIP Grant Number	3-06-0249-047-2022
Unique Entity Identifier	FG8YLL3CQ3J1

TO: City of South Lake Tahoe
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated August 30, 2022, for a grant of Federal funds for a project at or associated with the Lake Tahoe Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Lake Tahoe Airport (herein called the "Project") consisting of the following:

Pavement Maintenance Management Program

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $150,000.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $ 0 for planning
   $ 150,000 airport development or noise program implementation; and,
   $ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 12, 2022, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

a. May not be increased for a planning project;

b. May be increased by not more than 15 percent for development projects if funds are available;

c. May be increased by not more than the greater of the following for a land project, if funds are available:

1. 15 percent; or

2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., Sub-contracts).

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

   1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
   2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
      a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:

   1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
   2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
   3. Use forced labor in the performance of the Grant or any subgrants under this Grant.

b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:

   1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
   2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
      a. Associated with performance under this Grant; or
      b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.

d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:

   1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated 09/19/2016, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

   i. Gross mismanagement of a Federal grant;
   ii. Gross waste of Federal funds;
   iii. An abuse of authority relating to implementation or use of Federal funds;
   iv. A substantial and specific danger to public health or safety; or
   v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
   v. A court or grand jury;
   vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
   vii. An authorized official of the Department of Justice or other law enforcement agency.

3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

SPECIAL CONDITIONS

26. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

    a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

    b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

    c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

        1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

            a. Location of all runways, taxiways, and aprons;

            b. Dimensions;

            c. Type of pavement; and,

            d. Year of construction or most recent major rehabilitation.

        2. Inspection Schedule.

            a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

            b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

        3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

            a. Inspection date;

            b. Location;

            c. Distress types; and

            d. Maintenance scheduled or performed.

        4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

27. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Amy Choi for Laurie J. Suttmeier
Amy Choi for Laurie J. Suttmeier (Sep 6, 2022 13:28 PDT)

(Signature)

Amy Choi for Laurie J. Suttmeier

(Typed Name)

Assistant Manager SFO ADO

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated September 6, 2022

City of South Lake Tahoe
(Name of Sponsor)

Anush Nejad
(Signature of Sponsor's Authorized Official)

By: Anush Nejad
(Typed Name of Sponsor's Authorized Official)

Title: Director of Public Works
(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Heather Stroud , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at September 6, 2022

By: Heather Stroud (Sep 6, 2022 16:29 PDT)

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49, U.S.C., subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1], [2]

f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.[1]

g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1] [2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;
   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

   1. eliminate such adverse effect in a manner approved by the Secretary; or
   2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of South Lake Tahoe**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIP projects as of August 30, 2022.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Document e-signed by Heather Stroud (hstroud@cityofslt.us)

Signature Date: 2022-09-06 - 11:29:45 PM GMT - Time Source: server- IP address: 128.92.136.146

Agreement completed.

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TVL-WPG-3-06-0249-047-2022-Grant Agreement

Final Audit Report 2022-09-06

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Signer amy.l.choi@faa.gov entered name at signing as Amy Choi for Laurie J. Suttmeier
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City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 14, 2023
Agenda Item #: 18

Agenda Item: Amendment 2 to Agreement for Construction Management Services with SierraCon/CORE for the Multigenerational Recreation and Aquatics Center Project

Executive Summary: In January 2023, staff met with the project construction management consultant, SierraCon/CORE to discuss modifying their original scope of work for tasks associated with re-bidding the Multigenerational Recreation and Aquatics Center project. In February 2022, staff received a proposal in the amount of $323,072 for the proposed scoped of work. To move forward with the above-mentioned scope change, the Department will need to formally amend the Professional Services Agreement (Attachment 02) via City Council Approval.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor Pro Tem to execute Amendment 2 to the Professional Services Agreement with SierraCon/CORE for additional services for preconstruction and rebidding of Phase 2 for the Multigenerational Recreation and Aquatics Center Project at an additional amount of $653,302 and a total not-to-exceed amount of $1,444,545.
CEQA Determination: On January 18, 2022, the City Council adopted an Initial Study/Mitigated Negative Declaration (IS/MND) for the 56 Acre Master Plan and the Multigenerational Recreation and Aquatics Center (State Clearinghouse file No. 2021120206) and file the Notice of Determination filed with the El Dorado County Clerk on January 19, 2022. This action is included within the scope of the IS/MND and no further environmental review is required under CEQA Guidelines 15162.
Responsible Staff Member: Jim Marino - Capital Improvements Manage and Facilities Program Manager

Responsible Staff Member: Jim Marino - Capital Improvements Manager and Facilities Program Manager - 530-542-6027

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-SierraCon Amendment 2.docx
02-Amendment 2 to PSA with SierraCon.doc
03-SierraCon Proposal for Re-Bid.pdf
05-C-029-2021 SierraCon Inc.pdf
06-C-107-2022 Amendment 1 with SierraConCore.pdf

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

Meeting Date: March 14, 2023

Title: Amendment 2 to Professional Services Agreement for Construction Management Services with SierraCon/CORE of South Lake Tahoe for the Recreation and Aquatics Center Project

Location: 1176 Rufus Allen Boulevard

Responsible Staff Member: Jim Marino, Capital Improvements Manager (530) 542-6027

Background: At the March 16, 2021 City Council Meeting, City Council approved a contract (C-029-2021) with SierraCon/CORE of South Lake Tahoe, CA in the amount of 791,243 for pre-construction management services. Additionally, the Contract was amended (001) at the June 21st City Council meeting to include construction management services in parallel with the award for Phase 1 of the Rec Center project in the amount of $330,230.

At the November 15th, 2022 City Council Meeting, City Council formally rejected all bids for the Recreation and Aquatics Center Construction Project – Phase II. Additionally, staff was directed to explore opportunities to increase bidding competition, prequalification of contractors, and provide value engineering assessment.

Issue and Discussion: In January 2023, staff met with SierraCon/CORE to discuss modifying their original scope of work for tasks associated with re-bidding the project. In February 2022, staff received a proposal in the amount of $323,072 for the proposed scoped of work. To move forward with the above-mentioned scope change, the Department will need to formally amend the Professional Services Agreement (Attachment 02) via City Council Approval.

The general scope of work provided by SierraCon/CORE is as shown below and detailed in Attachment 03.

- Conduct Owner/Architect Meetings.
- Review documents for constructability/biddability.
- Develop and maintain schedule.
- Participate in General Contractor Pre-Qualification and Evaluation.
- Coordinate with architect on permitting and agency approvals.
- Provide Project cost estimate update.
- Advise team on value engineering and cost reduction strategies.
- Assist owner with project reporting/documentation.
- General Contractor outreach.
- Conduct pre-bid meeting.
- Attend Bid Opening/log all information.
- Coordinate with architect for bidder's request for information (RFI).

- Attend bid evaluation meeting(s).
- Review bid documents for completeness and accept for release.
- Assist with bid advertisement & bidder qualification.
- Bid document management.
- Bid evaluation report.
  - Recommendations for award.
  - Procurement of third-party inspection consultant.
  - Procurement of FF&E package.

Financial Implications: It is the recommendation of staff; City Council move to approve Amendment 002 for the SierraCon/CORE Professional Services Agreement (Contract C-029-2021) in the total amount of $323,072.

Table A below details the contract amendments to date.

SierraCon/CORE Contract C-029-2021		
Base Contract (3/16/21)		$791,243.00
Amendment 001 (6/21/22)	Construction Management – Rec Center Phase 1 Construction	$330,230.00
Amendment 002 (3/14/23)	Re-Bid Tasks	$323,072.00
	Proposed Contract Total	**$1,444,545**

Table A – SierraCon/CORE Amendments to date

Additional expenditure appropriations are not requested at this time. Since Phase 2 construction administration funding previously appropriated as part of Amendment 05 with Jordan Knighton Architecture and Engineering (JKAE) has not been utilized, sufficient funding is available within the project account 301 60018 48020 to support Amendment 02 with SierraCon/CORE described in attachment 02. The full project funding and cost reconciliation will be presented as part of the next project update.

Environmental Considerations: On January 18, 2022, the City Council adopted an Initial Study/Mitigated Negative Declaration (IS/MND) for the 56 Acre Master Plan and the Multigenerational Recreation and Aquatics Center (State Clearinghouse file No. 2021120206) and file the Notice of Determination filed with the El Dorado County Clerk on January 19, 2022. This action is included within the scope of the IS/MND and no further environmental review is required under CEQA Guidelines 15162.

Policy Implications: There are no anticipated policy implications with this request.

AMENDMENT 2 TO PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement (C-029-2021) entered into on March 16, 2021, between the City of South Lake Tahoe, a municipal corporation ("CITY") and **SierraCon/CORE** ("CONSULTANT") is hereby amended as set forth below.

The terms of the Professional Services Agreement are hereby amended to read as follows:

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated March 16, 2021 this Amendment to the Agreement adds the work described within **Exhibit A "Compensation Schedule"**, attached hereto and incorporated herein by reference, is hereby amended to include the additional fees and compensation included with **Exhibit A, Amendment No. 2** to the Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of this Agreement and shall continue until all authorized work is approved by City. All such work shall be completed not later than October 2026. Time is of the essence, and failure of Consultant to perform the services required by this Agreement, as amended, by October 2026 shall constitute a material breach of this Agreement as amended.

3. Compensation. Compensation to be paid to the Consultant, as defined within the original Agreement is hereby increased with this **Amendment No. 2** by the sum of **$323,072** as described within **Exhibit A** attached hereto**.** In no case shall Consultant compensation for work completed under this Agreement exceed the amended Agreement amount of **$791,243** plus the additional fee (Amendment #1 Phase 1 Construction Management Services) of **$330,230**, plus the additional fees (Amendment #2) of **$323,072** for an amended total fee of **$1,444,545** without written authorization from the City. Payment by the City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

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

CITY OF SOUTH LAKE TAHOE

By: _____
Cody Bass, Mayor Pro Tem

CONSULTANT

By: _____
Joe Stewart
President – SierraCon/CORE
Business License # 009926

APPROVED AS TO FORM:

_____
Heather Stroud, City Attorney

ATTEST:

_____
Susan Blankenship, City Clerk

CITY OF SOUTH LAKE TAHOE
TAHOE RECREATION / SWIM COMPLEX
CONSTRUCTION MANAGEMENT SERVICES
SUMMARY

January 24, 2023

ADDITIONAL SERVICES FOR PRECONSTRUCTION AND REBIDDING OF PHASE 2

BASE SCOPE		
I	II	II
TOTAL	TOTAL	TOTAL
$170,810	$98,801	Step 2

BASE SCOPE TOTAL ALL SCOPES
$269,611

OPTIONAL SCOPE		
I	II	II
TOTAL	TOTAL	TOTAL
$0	$53,462	Step 2

OPTIONAL SCOPE TOTAL ALL SCOPES
$53,462

TOTAL PRECON & BIDDING
$323,072

Based on 6 months - February 2023 - July 2023

SCOPE I PRECONSTRUCTION	
DESCRIPTION	**VALUE**
Conduct O/A Meetings | Produce Minutes	$13,658
Review Documents for Bidability/Constructability | Track Changes	$22,604
Develop Baseline Design Schedule | Provide Monthly Updates	$9,450
Participate in General Contractor Prequalification & Evaluation	$33,772
Coordinate w/ Architect on Permitting & Agency Approvals	$5,254
Provide Cost Estimate Update	$21,882
Advise Team on Value Engineering/Cost Reduction Oppertunities	$17,119
Assist Owner w/ Project Reporting / Documentation	$6,590
General Contractor Outreach	$40,480
TOTAL	**$170,810**

DESCRIPTION	VALUE
TOTAL	**$0**

Based on 4 months - August 2023 - November 2023

SCOPE II BIDDING	
DESCRIPTION	**VALUE**
Co-Conduct Pre-Bid Meeting | Review Minutes	$6,208
Attend Bid Opening | Log All Information	$1,529
Coordinate w/ Architect Bidders Request for Documents	$7,543
Attend Bid Evaluation Meetings | Review & Advise	$12,222
Review Bid Documents for Completeness & Accept for Release	$12,222
Assist with Bid Advertisement & Bidder Qualification	$10,156
Coordinate w/ Architect Bid RFIs	$10,393
Coordinate w/ Architect Bid Addenda	$1,098
Review RFI Responses & Addenda for Cost Impact | Advise	$3,654
Develop & Manage Bidding Phase Document Management	$2,419
Evaluate Bids w/ Team | Create Bid Evaluation Report	$23,520
Recommend in Writing Lowest, Responsive Bidder to Owner	$2,612
Provide Award Recommendation Analysis for City Council	$5,225
TOTAL	**$98,801**

DESCRIPTION	VALUE
Procurement of 3rd Party Inspection Consultant	$15,347
Procurement of FF&E Package	$38,115
TOTAL	**$53,462**

Based on 27 months - December 2023 - March 2025

SCOPE III CONSTRUCTION	
DESCRIPTION	**VALUE**
TOTAL	**Step 2**

DESCRIPTION	VALUE
TOTAL	**Step 2**

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CITY OF SOUTH LAKE TAHOE
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the **Sixteenth** day of **March 2021** by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and **SierraCon, Inc**., a California corporation ("Consultant").

RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

   The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

   All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue for 3.5 years.

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3. Compensation. Compensation to be paid to Consultant shall be made monthly based on Project progress for Phase I (Preconstruction) and Phase II (Bidding) in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed **$791,243** without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the percentage of Project progress complete, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without prior written authorization from City.

6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

   Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

7. Ownership of Documents.
   All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees

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and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, and such records shall be available at Consultant's address indicated from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained at City offices. Access to such records and documents

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shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

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

City is not required to make any deductions or withholdings form the compensation payable to Consultant under the provisions of this Contract and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

10. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,

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b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

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

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all

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costs and expenses in connection therein), arising out of Consultant's performance of this Agreement or caused in any way by Consultant's negligence or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with the performance of work under this Agreement, and consultant's work under this Agreement.

15. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City

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at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

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

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

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

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

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

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

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

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies.

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The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:
City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

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

If to Consultant:
SierraCon, Inc. ATTN: Joe Stewart
PO Box 7171
South Lake Tahoe, CA 96158
530-545-9570
https://sierracon.biz

Provide a copy to:

17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be

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permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City acknowledges that CORE Construction is an approved subcontractor.

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

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

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

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

22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall

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include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

23. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free work place by taking the following actions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE:

By _____

Tamara Wallace, Mayor

Date 3/22/2021

CONSULTANT:

By Joe Stewart

Joe Stewart, Owner

Date 3/19/2021

Business License # 009926

APPROVED AS TO FORM:

By Heather Stroud

Date 3/22/2021

Heather Stroud, City Attorney

ATTEST:

By _____

Date 3/22/2021

Susan Blankenship, City Clerk

Attachments:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C - Anti-Lobbying Certification

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EXHIBIT A

SCOPE OF SERVICES

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SECTION 3 - SAMPLE SCOPE OF WORK - PRE-CONSTRUCTION PHASE:

3.1 General: The Sample Scope described herein is not intended to define all duties and tasks required. The Sample Scope of Work is intended to relay the City's general intentions regarding minimum task requirements per phase. If any services, functions or responsibilities are not specifically described in this section, but are necessary for the proper performance and execution of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein. Proposer shall be solely responsible for the labor, supplies, materials, means, methods, techniques, sequences and procedures utilized to perform the Services in accordance with the Contract.

3.2 Meetings: Note: Due to the COVID19 Pandemic and safe practices protocol, all meetings shall be virtual until otherwise directed.

3.2.1 Conduct weekly meeting with Owner's representatives.

3.2.2 Attend two (2) monthly project meetings with Architect and Owner for duration of pre-construction services. Review meeting minutes and related documents for completeness and accuracy. Schematic Design and Design Development Phases (pre-construction services) are estimated to be fourteen (14) months.

3.2.3 Attend up to six (6) public/stakeholder meetings for duration of pre-construction services.

3.3 General Scope of Work:

3.3.1 Maintain project schedule and advise Owner of schedule issues/concerns.

3.3.2 Monitor the development of the Design Drawings and Construction Documents and advise owner of feasibility, constructability, conflicts, constraints, and possible alternatives with respect to maintaining project budget.

3.3.3 Advise City team on proposed materiality, and finishes, site use and improvements, equipment and systems, including sustainable building elements. Propose alternatives with respect to maintaining project budget.

3.3.4 Provide recommendations on relative feasibility of construction methods required to produce project as designed and availability of materials and labor for such within the Lake Tahoe Region.

3.3.5 Advise City team on time requirements for procurement, installation, and construction of specialized architectural and mechanical elements including sustainable building components and elements as proposed in design documents. Advise City of potential long lead items that may cause construction schedule delays, provide alternatives if applicable.

3.3.6 Perform interdisciplinary reviews of the design documents and contract document submittals. Review plans and specifications for coordination and completeness. Identify construction details necessary to construct the project so as to avoid potential construction cost increases. Provide a written summary in a format acceptable to the Owner. Verify that the comments are incorporated into the contract documents if applicable.

3.3.7 Perform independent cost analysis of each of the Architects cost estimates utilizing local cost conditions calculated to mid-point of scheduled construction year of construction. At end of Design Development phase (95%) provide an independent cost estimate for construction of the entire project as designed including but not limited to all hard and soft costs required for

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commissioning of the facility utilizing local cost conditions. All preliminary, intermediate, and final cost estimates shall be used for comparative analysis against Architect's estimates and to establish project bid estimate.

3.3.8 Propose alternative designs or materials to design team on behalf of the Owner to maintain project budget/schedule, and to generally construct project as designed.

3.3.9 Advise Owner and Design Team of site logistics including but not limited to: adequacy of access, site staging, lay down area(s), heavy construction equipment placement, de-watering (if applicable), excavation protection (piling, trench protection), temporary utility tie-ins, temporary facilities, and maintaining access to open adjacent facilities etc. Provide comments to design team for incorporation into design documents and specifications if applicable.

3.3.10 Coordinate Architects development of bid package with Owner during design development. Coordinate as the Owner's representative, all submittals and reviews to/from City Planning and Building Departments for purposes of satisfying pre-bid requirements. Ensure bid documents contain all necessary federal, state and local language with respect to funding and regulatory requirements.

3.3.11 Coordinate on behalf of the Owner, the Architect's progress towards completion of the Design Development phase including all required permitting and approvals required to advertise bid.

3.3.12 Produce preliminary construction schedule based on consultant's construction management experience with similarly designed projects in the Lake Tahoe Basin including grading limitations and environmental protections.

3.3.13 Assist Owner with verifying Architect's applications for payment

3.3.14 Assist Owner with project reporting as required for grants, permitting agencies, and regulatory agencies.

END OF SECTION.

SECTION 4 - SAMPLE SCOPE OF WORK – BIDDING PHASE:

4.1 General: The Sample Scope described herein is not intended to define all duties and tasks required. The Sample Scope of Work is intended to relay the City's general intentions regarding minimum task requirements per phase. If any services, functions or responsibilities are not specifically described in this section, but are necessary for the proper performance and execution of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein. Proposer shall be solely responsible for the labor, supplies, materials, means, methods, techniques, sequences and procedures utilized to perform the Services in accordance with the Contract.

4.2 Meetings: Note: Due to the COVID19 Pandemic and safe practices protocol, all meetings shall be virtual until otherwise directed.

4.2.1 Meetings:

a) Attend one (1) pre-bid meeting,

b) Attend one (1) bid opening meeting,

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c) Attend up to six (6) bid evaluation meetings with Owner/Architect.

4.3 General Scope of work:

4.3.1 On behalf of Owner, review for completeness, approve and accept final bid documents from Architect and acknowledge to the Department of Public Works, the documents are acceptable for release. Verify all federal, state, and local language and documents are complete and in place.

4.3.2 Assist Owner with advertisement of bid including but not limited to: electronic notification, and local paper and trade journal notifications.

4.3.2 Act as Owner's representative in coordinating Requests for Information (RFI) from bidder to Architect along with coordination of response. Document and file all communication.

4.3.3 Coordinate with Architect, the preparation and release of addenda as may be required during bid phase. If addenda may produce an increase in construction cost; provide cost analysis and recommend adjustment to project cost estimate as required. Establish party responsibility for potential cost increase.

4.3.4 Co-conduct pre-bid meeting with Owner and Architect. Review and Comment on meeting minutes produced by Architect. Track and review all questions and answers.

4.3.5 On behalf of Owner, attend bid opening as the Owner's Representative, log all meeting info, and coordinate bidder's requests for documents with Architect if applicable.

4.3.6 On behalf of Owner, log post bid questions and requests. Receive and process to Owner any public requests for documents.

4.3.7 Evaluate Bids in coordination with Architect and Department of Public Works Staff. Create bid evaluation report. Verify project budget in relation to the three lowest and responsive bids.

4.3.8 Recommend in writing, the lowest responsive bidder to Owner. Provide analysis of bidder's submittal for use in City Council Award report.

END OF SECTION.

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EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

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SIERRA CON
CORE

CITY OF SOUTH LAKE TAHOE
TAHOE RECREATION / SWIM COMPLEX
CONSTRUCTION MANAGEMENT SERVICES
SUMMARY

March 4, 2021

BASE SCOPE		
I	II	II
TOTAL	TOTAL	TOTAL
$433,668	$83,126	Step 2

BASE SCOPE TOTAL ALL PHASES
$516,794

OPTIONAL SCOPE		
I	II	II
TOTAL	TOTAL	TOTAL
$204,229	$70,220	Step 2

OPTIONAL SCOPE TOTAL ALL PHASES
$274,449

TOTAL PRECON & BIDDING
$791,244

Based on 12 months - April 2021 - March 2022

PHASE I PRECONSTRUCTION	
DESCRIPTION	VALUE
Conduct Weekly O/A Meetings | Produce Minutes	$17,981
Attend Bi-Monthly O/A Project Meetings | Review Minutes	$17,460
Attend Public/Stakeholder Meetings	Included
Identify & Track Safety & Security Risks | Lead Mitigation Efforts	$13,429
Advise Team on Staging, Laydown, Protection, Temporary Req.'s	$13,429
Review Documents for Bidability/Constructability | Track Changes	$132,027
Develop Baseline Design Schedule | Provide Monthly Updates	$19,371
Advise Team on Construction Schedule Constraints	$8,179
Coordinate w/ Architect on Permitting & Agency Approvals	$10,560
Provide Milestone Deliverable Cost Estimates | Reconcile w/ ICE	$133,049
Advise Team on Value Engineering/Cost Reduction Oppertunities	$29,463
Review & Advise Owner on Architect Payment Application	NIC
Assist Owner w/ Project Reporting	$38,720
TOTAL	**$433,668**

Based on 2 months - April 2022 - May 2022

PHASE II BIDDING	
DESCRIPTION	VALUE
Co-Conduct Pre-Bid Meeting | Review Minutes	$7,902
Attend Bid Opening | Log All Information	$5,049
Coordinate w/ Architect Bidders Request for Documents	$5,049
Attend Bid Evaluation Meetings | Review & Advise	$6,293
Review Bid Documents for Completeness & Accept for Release	$7,867
Assist with Bid Advertisement & Bidder Qualification	$12,622
Coordinate w/ Architect Bid RFIs	$6,311
Coordinate w/ Architect Bid Addenda	$5,360
Review RFI Responses & Addenda for Cost Impact | Advise	$6,222
Develop & Manage Bidding Phase Document Management	$12,820
Evaluate Bids w/ Team | Create Bid Evaluation Report	$5,507
Recommend in Writing Lowest, Responsive Bidder to Owner	$1,416
Provide Award Recommendation Analysis for City Council	$708
TOTAL	**$83,126**

Based on 18 months - June 2022 - November 2023

PHASE III CONSTRUCTION	
DESCRIPTION	VALUE
Act as Owner's Representative | Facilitate, Document, & Advise	TBD
Develop & Manage Construction Phase Document Management	TBD
Setup & Maintain Contractor DIR Procedures	TBD
Perform Prevailing Wage Review in Accordance w/ DIR	TBD
Review & Approve Contractor Quality & Safety Procedures	TBD
Conduct Weekly O/A/C Meetings | Produce Minutes	TBD
Observe Work by GC & Subs | Notify Owner of Issues	TBD
Coordinate w/ 3rd Party Inspection & Testing Consultants	TBD
Coordinate w/ Arch. On CORs, Claims, Force Account, Pay Apps	TBD
Attend Bi-Monthly Owner Progress Meetings | Monthly Report	TBD
Review & Approve Baseline Schedule	TBD
Review & Approve Monthly Schedule Updates	TBD
Coordinate Punch List & Final Close-Out Documentation	TBD
TOTAL	**Step 2**

DESCRIPTION	VALUE
Establish Safety & Quality Requirements for Bidding Contractors	$35,022
Provide Detailed Option Study Analysis	$42,087
Coordinate Life Cycle Analysis w/ Design Team	$35,644
Develop Virtual Mockup for Contractor to Construct & Analyize	$17,378
Provide Subsurface (GPR) & Utility Locating Investigation of Site	$35,413
Develop 4D Construction Schedule	$15,640
Host Contractor Outreach Fair	$23,045
TOTAL	**$204,229**

DESCRIPTION	VALUE
Procurement of Commissioning Agent	$16,220
Procurement of 3rd Party Inspection Consultant	$15,640
Procurement of FF&E Package	$38,360
TOTAL	**$70,220**

DESCRIPTION	VALUE
Provide Monthly Drone & Laser Progress Documentation	TBD
Act as Liason w/ Unions	TBD
Provide Envelope Commissioning	TBD
Provide Change Order Detailed Review & Analysis Allowance	TBD
Provide Schedule Impact Detailed Review & Analysis Allowance	TBD
Lead Construction BIM Coordination	TBD
Provide & Integrate TRPA / SWPPP Consultant	TBD
TOTAL	**Step 2**

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EXHIBIT C

ANTI-LOBBYING CERTIFICATION

Consultant shall submit to City this certification prior to or at the time of the execution of this Agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant:
Name, Title

By:_____
Joe Stewart, Owner

AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement (C-029-2021) entered into on March 16, 2021, between the City of South Lake Tahoe, a municipal corporation ("CITY") and **SierraCon/CORE** ("CONSULTANT") is hereby amended as set forth below.

The terms of the Professional Services Agreement are hereby amended to read as follows:

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated March 16, 2021, this Amendment to the Agreement adds the work described within **Exhibit A "Compensation Schedule"**, attached hereto and incorporated herein by reference, is hereby amended to include the additional fees and compensation included with **Exhibit A, Amendment No. 1** to the Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of this Agreement and shall continue until all authorized work is approved by City. All such work shall be completed not later than May, 2025. Time is of the essence, and failure of Consultant to perform the services required by this Agreement, as amended, by May 2025 shall constitute a material breach of this Agreement as amended.

3. Compensation. Compensation to be paid to the Consultant, as defined within the original Agreement is hereby increased with this **Amendment No. 1** by the sum of **$330,072** as described within **Exhibit A** attached hereto**.** In no case shall Consultant compensation for work completed under this Agreement exceed the amended Agreement amount of **$791,243** plus the additional fee of **$330,072** for an amended total fee of **$1,121,315** without written authorization from the City. Payment by the City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE

By: Devin Middlebrook (Jul 20, 2022 09:03 PDT) Jul 20, 2022

Devin Middlebrook, Mayor

CONSULTANT

By: Jul 20, 2022

Joe Stewart
President – SierraCon/CORE
Business License # 009926

APPROVED AS TO FORM:

Heather Stroud (Jul 20, 2022 08:55 PDT)

Heather Stroud, City Attorney

ATTEST:

Sue Blankenship (Jul 20, 2022 08:52 PDT) Jul 20, 2022

Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

City of South Lake Tahoe
Jim Marino
Capital Improvement Program and Facilities Program Manager
Department of Public Works
1740 D Street
South Lake Tahoe, CA 96150

May 25, 2022

RE: Recreation & Aquatic Center CM/PM Services Proposal

Dear Mr. Marino,

SierraCon, Inc. / CORE Construction (SierraCon) is appreciative of the opportunity to provide the City of South Lake Tahoe (CSLT) this proposal for Construction Management/Project Management (CM/PM) professional services for the upcoming Recreation & Aquatic Center project. This proposal serves as the basis of understanding for the Recreation & Aquatic Center project parameters and SierraCon's scope of work to be provided.

1. PROJECT PARAMETERS & SCOPE OF WORK

The City of South Lake Tahoe new Recreation & Aquatic Center project is to be executed in two phases: Phase 1 – Site Work and Utility Relocation and Phase 2 – Building Construction and Final Site work. The project's bidding period for Phase 1 is from May 5, 2022 to May 27, 2022 with a construction Notice to Proceed (NTP) anticipated on June 22, 2022 substantial completion of the project no later than October 15, 2022, and final completion no later than November 1, 2022. The project's bidding period for Phase 2 is anticipated to commence in August of 2022 and be completed in September, 2022 with a construction Notice to Proceed (NTP) anticipated in October, 2022, substantial completion of the project no later than October, 2024, and final completion no later than November, 2024. SierraCon anticipates contract approval at the June 22, 2022 City Council meeting and beginning on-site services June 27, 2022 for Phase 1. Phase 1 on-site construction management duties are anticipated to end by November 1, 2022. Phase 2 on-site construction management duties are anticipated to start on November 1, 2022 and end on November 1, 2024. SierraCon has included a TASK for assisting with additional closeout for 3 months, through January, 2025.

2. SCOPE OF WORK

Construction Management is a professional service available with a goal of helping facilitate a project to it's completion, while enforcing contract documents, documenting the process, mitigating risk for the owner, and providing quality assurance in the field. By providing the experienced, skilled professionals to augment CSLT, SierraCon will pay continuing attention to critical details throughout the project to better ensure success. SierraCon will act as advisors to CSLT, and in the field, and coordinate with the General Contractor(s), A/E team and CSLT to better assure project progress and accountability. SierraCon's scope of work is based on the following direction from CSLT:

Manage Building and Site Construction on behalf of CSLT in Phase 1 and Phase 2 -

a) Daily On-Site Construction Activity and Oversight, including but not limited to:

- Being completely familiar with Contract Documents - Plans, Specifications, Contracts, Manufacturers Recommendations, etc. prior to start of construction
- Providing oversight of Contract Plans, Specifications, Contracts, Shop Drawings, RFI's, CO's, Force Accounts, etc. during construction
- Complete Project Documentation including Daily Reports, Noted Deficiencies, Photo Logs, Issues Tracking, Communications, All A/E Correspondence, etc. – in software system independent of contractor documents
- Coordination and Communication with A/E, with the understanding that the A/E is also an owner's onsite representative, for all design code and specification questions, exceptions, clarifications, etc.
- Coordination of Special Inspection (Material Testing, Performance Compliance Specifications, etc.). Requirements/Review Testing Results - Notify team of any deficiencies
- Coordination with Design Team for anything effecting design interpretations/ recommendations/changes
- Identify any material delivery out of sequence
- Observe and document actual progress versus estimated progress, record and report conditions that may cause a delay in completion of work. Provide monthly executive summary report to Owner.
- Attend Weekly Progress Meetings, and additional project meetings as needed/ requested
- Assist with IT/FF&E Coordination (contracted through CSLT)
- Monitor Contractor & A/E Punchlist
- Receive and Review (In Conjunction with A/E) O&M Manuals
- Receive and Review (In Conjunction with A/E) As-Built Drawings
- Complete Project Closeout Documents, Reviews etc. (In Conjunction with A/E)
- Attend One Year Warranty Walk (In Conjunction with A/E)

b) Coordinate as necessary, with El Dorado County Library and neighboring City of South Lake Tahoe campground and maintenance facility operations.
c) Schedule review and management, including but not limited to, tasks, logic, resource loading, pay applications/invoicing, overall progress, recovery, etc.
d) Shop Drawing/RFI/Submittal/CO/ASI/CCD/CR Reviews (In Conjunction with A/E)
e) Review and coordinate with architect Pay Applications/Invoices.
f) Receive and review for DIR prevailing wage compliance, as prepared and managed by General Contractors.
g) Coordination of Jurisdictional Requirements
h) All Project Communications and Coordination with CSLT Project Manager
i) Change Management Analysis and Recommendations – processing, tracking & coordination included
j) Scheduling, Attending and Writing of Meeting Minutes for weekly OAC meetings.
k) Contract and provide coordination with UNVC for Commission Agent and Commissioning Inspections based on UNVC proposal for Systems and Enclosures Commissioning dated 3/22/22, and the specific terms listed below:
    - Based on the requirements of the specifications, failed tests typically require additional testing to meet performance goals. These tests will be billed to the client. It is the client's responsibility to then bill the appropriate parties.
    - Assumes free and clear access to the test areas, and lifts and/or scaffolding as required to fully access the interior and exterior of the test specimens.

- Assumes a water source will be available and capable of providing 5 gallons of water per hour per square foot of the test specimen (within 200 ft of the test area).
- Assumes a 110-volt power supply will be available (within 100 ft of the test area)

3. RATE SCHEDULE

	Phase 1 2022	Phase 2 2023 / 2024
STAFF CLASSIFICATION	HOURLY RATE	HOURLY RATE
Project Director / Executive	325	345
Director of Field Operations	250	265
Construction Manager	165	175
Assist. Construction Manager	145	154
Field Engineer	165	175
Field Engineer	165	175
Assist. Field Engineer - Punch List	140	148
Project Accountant	125	133
General Superintendent	215	228
MEP Manager	210	223
Schedule / Procurement Manager	160	170

4. ASSUMPTIONS, EXCLUSIONS, AND TERMS OF AGREEMENT

Assumptions –

- Adequate location provided for SierraCon's job site office trailer to be placed on site with access to power, internet, and staff parking.
- Full access to site to be provided during working hours and when general contractor is on-site
- Base contract for Phase 1 is approximately 3.5 months (NTP to Substantial Completion) starting in June, 2022 and Phase 1 is approximately 23 months (NTP to Substantial Completion) starting in November, 2022, plus an additional month of administration assistance only for closeout.
- If the construction schedule is delayed, SierraCon reserves the right to adjust the Rate Schedule.

Exclusions –

- Procurement and management of special inspections – field coordination included
- Procurement and management of FF&E purchase and installation – field coordination included

- Procurement and management of SWPPP compliance consultant & inspections – field coordination included
- Management of A/E contract – field coordination included
- Management of general contractor(s) contract – field coordination included
- Overtime (Above allowance included in fee proposal)

Terms of Agreement –

- Time and material backup to be provided with invoice
- SierraCon invoice not tied to general contractor pay application approval
- Owner requested additional services can be performed on T&M basis, based on rates included in this proposal
- Overtime rates are at time and a half plus added vehicle burden at straight time
    - SierraCon has included an Allowance for Overtime within the contract values. ~10% of base scope hours.
- If additional analysis of cost and/or schedule change management is required due to a dispute or claim, the work is to be completed as a change order to SierraCon to provide support on T&M basis, based on rates included in this proposal.

5. FEE SUMMARY

TASK		COST
Phase 1 Base Scope of Work:		$299,210
Phase 1 Scope Allowance Tasks:		$30,862
Phase 1 Base + Allowances Total:		**$330,072**
Phase 2 Base Scope of Work:		$2,585,502
Phase 2 Scope Allowance Tasks:		$936,158
Phase 2 Base + Allowances Total:		**$3,521,660**
TOTAL BASE + ALLOWANCES:		**$3,851,732**

Refer to Exhibit A's, attached to this proposal, for detailed breakdown of proposed fee.

Sincerely,

Joe Stewart
President

EXHIBIT A - City of South Lake Tahoe Recreation and Aquatic Center - PHASE 1

ANTICIPATED TASK	STAFF CLASSIFICATION	HOURLY RATE	TOTAL TASK HOURS	MONTHLY SCHEDULE / HOURS											
				Jan	Jan	Mar	Jan	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
									Construction						
BASE SCOPE OF WORK (MANAGEMENT)															
Construction Management - On-Site Management (Construction Oversight Through Closeout) (June 22, 2022 - November 1, 2022)	Project Director	$325	71						4	17	17	17	17		
	Construction Manager	$165	356						20	84	84	84	84		
	Asst. Construction Manager	$145	356						20	84	84	84	84		
	Field Engineer / Super	$165	528						24	126	126	126	126		
	Director of Field Operations	$250	71						4	17	17	17	17		
	Project Accountant	$125	71						4	17	17	17	17		
	TASK COST	**$247,320**													

BASE SoW (MANAGEMENT) - SUBTOTAL	**$247,320**

BASE SCOPE OF WORK (CONSUMABLES)	
Document Control, Printing & Reproduction Costs	$6,720
Vehicles Expenses	$12,180
Software: ProCore / Bluebeam / Video Conference	$8,700
Jobsite Trailer Office	$20,310
Jobsite Toilets & Wash Facilities (for CM Team)	$1,880
Photography and Construction Records	$2,100

BASE SoW (CONSUMABLES) - SUBTOTAL	**$51,890**

BASE SCOPE OF WORK - TOTAL	**$299,210**

SCOPE ALLOWANCES															
Overtime if Requested / Required (Allowance ~10%)	Construction Manager	$248	36						2	8	8	8	8		
	Asst. Construction Manager	$218	36						2	8	8	8	8		
	Field Engineer / Super	$248	53						2	13	13	13	13		
	Vehicles	$10	124						6	29	29	29	29		
	TASK COST	**$30,862**													

SCOPE ALLOWANCES - SUBTOTAL	**$30,862**

BASE SOW + ALLOWANCES - TOTAL	**$330,072**

C-107-2022 SierraConCore

Final Audit Report 2022-07-20

Created:	2022-07-20
By:	jo Mcdonough (jmcdonough@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHoMWK2mnr4cNchHGfkpKebNa-bkrlwf7

"C-107-2022 SierraConCore" History

Document created by jo Mcdonough (jmcdonough@cityofslt.us)
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Document e-signed by Joe Stewart (jstewart@sierracon.biz)

Signature Date: 2022-07-20 - 9:28:03 PM GMT - Time Source: server- IP address: 47.33.29.150

Agreement completed.

2022-07-20 - 9:28:03 PM GMT

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 14, 2023
Agenda Item #: 19

Agenda Item: Amendment 6 to Agreement for Architectural and Engineering Services with Jordan Knighton Architecture Engineering for the Multigenerational Recreation and Aquatics Center

Executive Summary: In January 2023, staff met with the project construction management consultant, Jordan Knighton Architecture Engineering, to discuss modifying their original scope of work for tasks associated with re-bidding the project. In February 2023, staff received a proposal in the amount of $144,550 for the proposed scoped of work. To move forward with the above-mentioned scope change, the Department will need to formally amend the Professional Services Agreement (Attachment 02) via City Council Approval.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor Pro Tem to execute Amendment 6 to the Professional Services Agreement with Jordan Knighton Architecture Engineering for an additional $144,550 and total not-to-exceed amount of $4,951,383 for added scope of services for the Multigenerational Recreation and Aquatics Center.
CEQA Determination: On January 18, 2022, the City Council adopted an Initial Study/Mitigated Negative Declaration (IS/MND) for the 56 Acre Master Plan and the Multigenerational Recreation and Aquatics Center (State Clearinghouse file No. 2021120206) and filed the Notice of Determination filed with the El Dorado County Clerk on January 19, 2022. This action is included within the scope of the IS/MND and no further environmental review is required under CEQA Guidelines 15162.
Responsible Staff Member: Jim Marino, Capital Improvements Project Manager

Responsible Staff Member: Jim Marino, Capital Improvements Project Manager (530) 542-6027

Reviewed and Approved By:
Anush Nejad, Director of Public Works
Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance
Heather Stroud, City Attorney

Attachments:

01-Staff Report - Amendment 6 to Agreement with JKAE.docx
02-Amendment 6 to Agreement with JKAE.doc
03-Exh. A to Amendment 6
04-C-084-2020 JK Architecural Eng. for Rec Ctr.pdf
05-C-010-2021 Amendment 1 to Agreement with JK Architecture Engineering.pdf
06-C-108-2021 Amendment 2 and 4 to Agreement with JK Architecture
07-C-106-2022 Amendment 5 to Agreement with Jordan Knight Architects.pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: March 14, 2023

Title: Amendment 6 to Professional Services Agreement for Architectural and Engineering Services with Jordan Knighton Architecture Engineering for the Recreation and Aquatics Center

Location: 1176 Rufus Allen Boulevard

Responsible Staff Member: Jim Marino, Capital Improvements Manager (530) 542-6027

Background: At the July 28th 2020 City Council Meeting, City Council approved a Professional Services Agreement (C-084-2020) with Jordan Knighton Architecture and Engineering (JKAE) in the amount of $2,535,080 for architectural and engineering design services for the proposed recreation and aquatics center. At the February 2, 2021 City Council Meeting the Contract was amended (Amendment 01) to include A/E Services for an increased project scope and facility size and value in the amount of $1,193,328. At the September 7th, 2021 City Council meeting the contract was again amended (Amendments 02 and 04) to include A/E services for the new location of the project in the amount $193,007. At the June 21st, 2022 City Council Meeting, the Contract was again amended (Amendment 05) for Construction Administration services in conjunction with the construction award of Phase 1 of the Rec Center Project construction in the amount of $885,428 and including future phase 2 construction administration. Note: JKAE Amendment 03 was not considered by city staff for award.

At the November 15th, 2022 City Council Meeting, City Council formally rejected all bids for the Recreation and Aquatics Center Construction Project – Phase II. Additionally, staff was directed to explore opportunities to increase bidding competition, prequalification of contractors, and provide value engineering assessment.

Issue and Discussion: In January 2023, staff met with the project design consultant; JK Architecture and Engineering (JKAE) to discuss modifying their original scope of work for tasks associated with re-bidding the project. In February 2022, staff received a proposal in the amount of $144,550 for the proposed scoped of work. To move forward with the above-mentioned scope change, the Department will need to formally amend the Professional Services Agreement (Attachment 02 – Amendment 006) via City Council Approval.

The general scope of work provided by JKAE is as shown below and detailed in Attachment 03.

- Repackage the bid set so that it shows no reference to Phase 1 or Phase 2. The repackaged set shall show all completed Phase 1 work as “existing”. References to a “phased” project shall be removed from the set.
- Specifications shall clearly state “or approved equal”.
- Per the request of the local fire authority, a fire lane shall be added to the design that connects the new parking lot/fire lane to the existing bike path on the NW portion of the site.

- Value Engineering (VE) process to identify a list of approximately 15 items for the City's approval to be removed from the drawing set or converted to bid alternates. The VE process shall:
    - Provide value of at least 5:1 cost benefit of the estimated construction cost savings to design team fee for revision.
    - Not reduce overall program area or previously approved program uses.
    - Not require a revision to the TRPA approved project design including exterior elevations, building height, coverage, or materials/color selections.
    - Not incorporate items that require systems re-engineering or plan check/permit revision. Note that even finish revisions can trigger plan check review for ADA access compliance or Health Department. Additional plan review efforts would be handled on an additional Time & Materials basis. Schedule & Fee
    - Design team transmits repackaged set to client and to third-party building plan check team. Third-party plan checker anticipates their plan review to be complete in about 2 weeks.
        - Process: Client/CM will provide one set of review comments only. Process does not include progress sets. Design team will work through any plan check comments via a "back check" meeting to reduce duration of final plan approval.
        - Design team will also transmit repackaged set to utility companies and Public Works Dept. during this period.

Financial Implications: It is the recommendation of staff; City Council move to approve Amendment 06 for the JKAE Professional Services Agreement in the total amount of $144,550.

Table A below details the contract amendments to date.

JKAE Contract C-084-2020		
Base Contract (7/28/20)		$2,535,080.00
Amendment 01 (2/2/21)	Scope changes due to larger facility design	$1,193,328.00
Amendment 02 & 04 (3/14/23)	Scope changes due to project relocation to another site at 56 Acres	$193,007.00
Amendment 05	Construction Administration Services for facility construction phases 1& 2	$885,428.00
Amendment 06	Scope changes required for re-bidding the project	$144,550.00
Proposed Contract Total		**$4,951,393.00**

Table A – JKAE Amendments to date.

Additional expenditure appropriations are not requested at this time. Since Phase 2 construction administration funding previously appropriated as part of Amendment 05 has not been utilized, sufficient funding is available within the project account 301 60018 48020 to support Amendment 06 with JKAE. The full project funding and cost reconciliation will be presented as part of the next project update.

Environmental Considerations: On January 18, 2022, the City Council adopted an Initial Study/Mitigated Negative Declaration (IS/MND) for the 56 Acre Master Plan and the Multigenerational Recreation and Aquatics Center (State Clearinghouse file No. 2021120206) and filed the Notice of Determination filed with the El Dorado County Clerk on January 19, 2022. This action is included within the scope of the IS/MND and no further environmental review is required under CEQA Guidelines 15162.

Policy Implications: There are no anticipated policy implications with this request.

AMENDMENT 6 TO PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement entered into on July 28, 2020, between the City of South Lake Tahoe, a municipal corporation ("CITY") and **JK Architectural Engineering (JKAE)** ("CONSULTANT") is hereby amended as set forth below.

The terms of the Professional Services Agreement are hereby amended to read as follows:

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated July 28, 2020, this Amendment to the Agreement adds the work described within **Exhibit A "Compensation Schedule"**, attached hereto and incorporated herein by reference, is hereby amended to include the additional fees and compensation included with **Exhibit A, Amendment No. 006** to the Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of this Agreement and shall continue until all authorized work is approved by City. All such work shall be completed not later than October, 2026. Time is of the essence, and failure of Consultant to perform the services required by this Agreement, as amended, by October 2026 shall constitute a material breach of this Agreement as amended.

3. Compensation. Compensation to be paid to the Consultant, as defined within the original Agreement is hereby increased with this **Amendment No. 006** by the sum of **$144,550** as described within **Exhibit A** attached hereto**.** In no case shall Consultant compensation for work completed under this Agreement exceed the amended Agreement amount of **$4,806,843** plus the additional fee of **$144,550** for an amended total fee of **$4,951,353** without written authorization from the City. Payment by the City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE

By: _____
Cody Bass, Mayor Pro-tem

CONSULTANT

By: _____
Jordan Knighton
Partner JKAE
Business License # 008282

APPROVED AS TO FORM:

_____
Heather Stroud, City Attorney

ATTEST:

_____
Susan Blankenship, City Clerk

JK ARCHITECTURE ENGINEERING

LETTER OF AUTHORIZATION TO PROCEED
Additional Service 02 – Bid Set Repackage/Project Rebid/Value Engineering

DATE: February 20, 2023
CLIENT: City of South Lake Tahoe, Attn. Jim Marino
JOB#: 20-370
PROJECT: Recreation Center

PROJECT ADDITIONAL SERVICE
In accordance with the Professional Services Agreement for the above-mentioned project, dated July 28, 2020, and previous project amendments, this Letter of Authorization to Proceed confirms the following additional service to the contract:

Additional Service 02 – Bid Set Repackage/Project Rebid/Value Engineering:
The summer 2022 construction of Phase 1 site work has been substantially completed. Phase 2 building and remainder of site work will go out to rebid in early May of 2023. Client has requested that design team repackage the bid set so that it shows no reference to Phase 1 or Phase 2. The repackaged set shall show all completed Phase 1 work as "existing". References to a "phased" project shall be removed from the set. Specifications shall clearly state "or approved equal". Per the request of the local fire authority, a fire lane shall be added to the design that connects the new parking lot/fire lane to the existing bike path on the NW portion of the site. In addition, the design team shall undertake a Value Engineering (VE) process to identify a list of approximately 15 items for the City's approval to be removed from the drawing set or converted to bid alternates. The VE process shall:

- Provide value of at least 5:1 cost benefit of the estimated construction cost savings to design team fee for revision.
- Not reduce overall program area or previously approved program uses.
- Not require a revision to the TRPA approved project design including exterior elevations, building height, coverage, or materials/color selections.
- Not include cost estimating. Any cost evaluation for the proposed VE items shall be performed by the CM team.
- Not incorporate items that require systems re-engineering or plan check/permit revision. Note that even finish revisions can trigger plan check review for ADA access compliance or Health Department. Additional plan review efforts would be handled on an additional Time & Materials basis.

Schedule & Fee

- Contingent upon approval by Client and design team is authorized to proceed by end of day Tuesday, February 28. Any delay in this approval/notice to proceed date will delay the deliverable schedules below.
- **Bid Set Repackaging (CD Phase)**
  - **Schedule:** Design team completes effort by Friday, March 31, 2023 (4 weeks).
    - Design team transmits repackaged set to client and to third-party building plan check team. Third-party plan checker anticipates their plan review to be complete in about 2 weeks.
  - **Process:** Client/CM will provide one set of review comments only. Process does not include progress sets. Design team will work through any plan check comments via a "back check" meeting to reduce duration of final plan approval. Design team will also transmit repackaged set to utility companies and Public Works Dept. during this period.
  - **Fee:** Fixed Fee of $71,750
- **Value Engineering (CD Phase)**
  - **Schedule:** Design team provides list of VE items by Wednesday, March 8, 2023 (2 weeks). Client approves items for design/drawing revisions by Friday, March 10, 2023 (2 days).

        - Design team completes VE effort by Friday, March 31, 2023 (3 weeks) and includes in repackaged set (above).
    - **Fee:** Hourly Not to Exceed Fee of $24,000

- **Rebid of Repackaged Set (Bid Phase)**
    - **Schedule:** Design team supports rebid of project which is anticipated to take approximately 60 calendar days from May 1, 2023 to the end of June 2023.
    - **Fee:** Fixed Fee of $48,800
        - **Note:** This represents the previously established bid phase fee for the Phase 2 scope of work only. Reminder that the overall bid phase fee was previously broken up as 20% Phase 1 site work and 80% Phase 2 buildng and remaining site work. The additional fixed fee above represents the 80% portion of the bid phase fee minus an additional good-faith fee reduction of 10%.

FEE ADJUSTMENT

Services	Current *(Includes Amendments 1-5)*	Adjustments	Revised
Programming & Concept Design	$ 372,030.00	-	$ 372,030.00
Schematic Design	$ 655,750.00	-	$ 655,750.00
Design Development	$ 1,234,062.00	-	$ 1,234,062.00
Construction Documents	$ 1,385,979.00	-	$ 1,385,979.00
Agency Review	$ 205,705.00	-	$ 205,705.00
Bid Support	$ 67,889.00	-	$ 67,889.00
Construction Administration (20%)	$ 171,085.60	-	$ 171,085.60
Construction Administration (80%)	$ 684,342.40		$ 684,342.40
Add Service 01: LEED IP	$ 8,800.00	-	$ 8,800.00
Add Service 02: Repackage/Rebid/VE	-	$ 144,550.00	$ 144,550.00
TOTALS	**$ 4,785,643.00**	**$ 144,550.00**	**$ 4,930,193.00**

CONTRACT NOTE:
Other than the revised scope and fees as outlined above, nothing in this additional service is intended to amend or revise any of the contract provisions for the executed Professional Services Agreement.

Please review and let me know if you have any questions.

Sincerely:

Chris Vicencio, Partner, C26985
JK Architecture Engineering

Approved:

Client Date

Print Name/Title

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CITY OF SOUTH LAKE TAHOE
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 28th day of July 2020 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and **JK Architectural Engineering** ("Consultant").

RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

   The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research. *See Exhibit A for Consultant's basis of understanding and scope of work.*

   All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue for three (3) years.

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3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit A** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed **$2,535,080** without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without prior written authorization from City. *Additional services and compensation to be mutually agreed upon.*

6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

   Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

7. Ownership of Documents.
   All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant

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for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from records shall be available at Consultant's address indicated for the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained at City offices. Access to such records and documents

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shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors or subcontractors hired or retained by Consultant are employees, agents, contractors or subcontractors of Consultant and not of the City.

City is not required to make any deductions or withholdings form the compensation payable to Consultant under the provisions of this Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

10. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,

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b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of care ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all

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costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with this Agreement, and consultant's work under this Agreement.

15. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City

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at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

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b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.

iv. The insurer waives all rights of subrogation against City except for Consultant's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. No policies of insurance carried by Consultant shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City Attorney by Certified Mail.

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies.

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without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

18. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's

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Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

23. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free work place by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).

b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

i. The dangers of drug abuse in the workplace;
ii. The person's or organization's policy of maintaining a drug-free workplace;
iii. Any available counseling, rehabilitation and employee assistance program; and
iv. Penalties that may be imposed upon employees for drug abuse violations.

c. Provide, as required by Government Code Section 8355(c), that every employee who performs grant activities under this Agreement:

i. Will receive a copy of the Consultant's drug-free policy statement; and
ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement, or both, and Consultant may be ineligible for award of any future City agreements if City determines that any of the following has occurred: the Consultant (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

24. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in **Exhibit B**. Further, Consultant shall require that the language of the certification in **Exhibit B** be included in all contracts or

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subcontracts entered into in connection with this Agreement and that all Consultants and contractors shall certify and disclose accordingly.

25. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

26. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et.seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.

27. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

29. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

31. Time is of the Essence. Time is of the essence for this Agreement.

32. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE:

By countersigned

Mayor, Jason Collin

CONSULTANT:

By _____

Jordan Knighton, Partner

Business License # 008282

APPROVED AS TO FORM:

By _____
Heather Stroud
City Attorney

ATTEST:

By _____
City Clerk Susan Blankenship

Attachments:
Exhibit A – Scope of Services
Exhibit B - Anti-Lobbying Certification

CITY OF SOUTH LAKE TAHOE 19 65 CALIFORNIA

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE:

DocuSigned by:
By Jason
3679671408A34A2...

Mayor, Jason Collin

CONSULTANT:

By countersigned

Jordan Knighton, Partner

Business License # _____

APPROVED AS TO FORM:

By countersigned

City Attorney, Heather Stroud

ATTEST:

By countersigned
City Clerk , Susan Blankenship

Attachments:

Exhibit A – Scope of Services
Exhibit B - Anti-Lobbying Certification

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EXHIBIT A

SCOPE OF SERVICES – RECREATION CENTER A&E SERVICES

JK ARCHITECTURAL ENGINEERING

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JK ARCHITECTURE ENGINEERING

INTRODUCTION

July 21, 2020

Jim Marino
Capital Improvements Project Manager
Department of Public Works
1052 Tata Lane
South Lake Tahoe, CA 96150
jmarino@cityofslt.us

Jim,

We are delighted to provide you with our professional services proposal for the design and engineering of the City of South Lake Tahoe Recreation/Aquatic Complex. The JKAE/BRS team is excited to have the opportunity to collaborate with the City and community on a journey to **IMAGINE**, **DESIGN**, and **CREATE** an exceptional new facility that is inspiring as well as uplifting and that meets and exceeds the expectations of City of South Lake Tahoe community.

We have put together a comprehensive proposal that outlines the proposed *Project Approach*, *Scope of Work*, comprehensive *Fee*, and detailed *Schedule* for the project. We understand that every project is a journey of sorts and that the City of South Lake Tahoe began this visioning process several years ago. As such we will continue to jump in to understand and incorporate the past history of the site and project. In addition, we will be working collaboratively with your master-planning team to dovetail our site and building design process with that of the master-planning effort for the larger 56 acre park master plan that will move ahead concurrently with our process..

We believe we have put together an efficient and cost-effective design approach that will allow for extensive and productive community engagement, while confirming that the end result is a facility that helps to define the future vision of the City and the community. Our team is prepared to move forward with a process that we believe will be fulfilling and highly collaborative. We understand that the City will benefit by having a trusted advisor who brings decades of experience in community process, public sector design, and recreation center design. We place a high value on the trust the City is placing in our team, and we take that to heart. We will endeavor to continue to build upon that trust over the coming months and years to help deliver a phenomenal new facility, with all the incredible experiences that it will offer for the community and visitors of the City of South Lake Tahoe.

Please review the materials we have provided and let us know your questions and comments. There is a lot to absorb and we would therefore like to walk through this proposal with you in detail to answer your questions.

Sincerely,

Jordan Knighton, AIA
Partner JK Architecture Engineering
C-15848

Katie Barnes, AIA
Managing Partner, Barker Rinker Seacat Architecture

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JK ARCHITECTURE ENGINEERING

PROJECT APPROACH

For your review and input, we have prepared a Preliminary Work Plan based upon our expertise in delivering master planning and design of civic recreational and aquatic facilities. Each project we design evolves and is adjusted through the collaboration of our team and clients to assure that our process and deliverables meet your Form, Function, Time (Schedule), Economy (Budget), and Sustainable goals and constraints. We have developed the following project approach to define the various phases of the City of South Lake Tahoe Recreation Center project that will be required through the duration of the project.

To achieve these goals the following is a summary of our collaborative planning, design, and construction support process:

TASK 1: IMAGINE | **Program Verification & Conceptual Design**
- Project Program
- Support Master Planning effort by others
- Site Analysis & Determination
- Conceptual Design

TASK 2: DESIGN | **Schematic Design – Agency Review**
- Schematic Design
- Design Development
- Construction Documents
- Agency Review

TASK 3: CREATE | **Bid & Construction Services**
- Bid Support
- Construction Administration Services
- Project Closeout Support

SCOPE OF WORK UNDERSTANDING / PROJECT OVERVIEW

JKAE Architecture Engineering and Barker Rinker Seacat Architecture (JKAE/ BRS) have prepared the following scope of services and fee proposal to assist the City of South Lake Tahoe with the program for your new Recreation and Aquatics Center. We will collaborate with your master-planning team to develop a program and site/building concept for the new facility.

- **Construction Budget:** $24M
  - Note the current soft-cost allocation is $6M for a total Project Budget of $30M. (to be confirmed during program development).
- **Project Requirements:** New Recreation and Aquatics Center potentially including the following (to be confirmed to align with allowable budget):
  - Leisure and Competition Aquatics Space
  - Workout/Fitness Space
  - Two to Four-Court Gymnasium
  - Elevated Gymnasium Running Track
  - Meeting and Classroom Space
  - Multi-Purpose Space
  - Senior Activities Space
  - Commercial Kitchen and Food Preparation Areas
  - Office/Administration Space
  - Mechanical Areas
  - Civil/Site Design Including
    - Topographic Survey
    - Geotechnical & Hydrological Reports
    - Land Coverage Calculations
    - Parking Improvements
    - Ingress/Egress Roads

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- Stormwater Improvements
- Site Lighting, as determined by Electrical Engineer
- ADA Accessibility
- Pedestrian Walkways & Signage
- Landscaping and Hardscape, as determined by Landscape Architect

- Consultants/Engineering (Base Services):
  - Civil Engineer (JKAE)
  - Landscape Design (Design Workshop)
  - Structural (Buehler Engineering)
  - Aquatic Design (Aquatic Design Group)
  - Mechanical/Plumbing/Fire Sprinkler (Capital Engineering)
  - Electrical/Lighting/Low Voltage/Fire Alarm (The Engineering Enterprise)
  - Kitchen Design (AMD Kitchen Design)
  - Acoustic (Bollard Acoustical)
  - Cost Estimating (Cumming Corp)
- Sustainable Design (Supplemental Services)
  - LEED Consulting Services (Ambient-e)
  - LEED Gold minimum preferred
- Other Services (Supplemental Services)
  - Geotechnical Engineering/Study (NV5)
  - Topographic Survey (Psomas, formerly Andregg)
  - Traffic Study (LSC)
  - TRPA Support (JKAE)
  - CEQA Support (Ascent Environmental, Inc.)

- **Project Goals:**
  - The Recreation Center Project is a community-driven project in which the City of South Lake Tahoe desires to create a significant recreation and aquatics facility that strives to be; sustainable, architecturally relevant to the surroundings, easily accessible, multi-functional, and environmentally responsible.

TASK 1: IMAGINE Phase

1.1 PROJECT PROGRAM VERIFICATION, PRE-DESIGN, AND COLLABORATION WITH MASTER-PLANNING TEAM

JKAE/BRS will work collaboratively with the City of South Lake Tahoe to refine and finalize the project program.

A. General Approach:

1. Facilitate a City Project Team (CPT) Kickoff Meeting with participants as identified by the City to define roles and responsibilities and confirm the planning process approach and project schedule. Develop and issue meeting notes for one (1) kickoff meeting, two (2) anticipated Stakeholder Interviews.
2. Existing facilities on the site are not anticipated to be a part of the project. Should existing facilities become included in the project, City to compile and make available to the design team as-built information of the existing facilities, provided by Owner, including original construction drawings and upgrades that have occurred over time.
3. Review pertinent codes and zoning to understand code and land-use constraints of the project.
4. Review background information such as previous topographic maps, and geotechnical studies as well as comprehensive review of previous concepts, reports, site history, master plans, and community plans. Prior programming, planning and design studies for the site shall be provided by the City.
5. Visit the site to visually assess the existing site conditions such as access and circulation, views, sun exposure, relationship of structures, adjacent properties, etc.
6. Regular communication and coordination with City and the Master Planning Consultant, Design Workshop throughout the planning process.

B. Program Goals:

Kick-Off Meeting with SLT Recreation Manager to develop initial program building upon prior community goals and establish the basis of new community outreach and validation.

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C. **Community Outreach / Public Meeting Process:**

The JKAE/BRS team will collaborate with the City Project Team (CPT) and Design Workshop at the outset of the project to "right size" the quantity, scheduling and format of public meetings to align with the City's goals for this process. JKAE/BRS will facilitate public meetings with the goal of gathering community input and context, as well as actively informing the community regarding the project's schedule, program and design. Public meetings can be held in-person and/or virtually.

- We recommend a project Vision and Conditions of Satisfaction be shared at the beginning of each public meeting.
- Programming exercises in the first public meeting allow the community to participate in prioritizing what can be accomplished with the funds available. Our program prioritization exercise, called "Dot-Ocracy", includes a voting process as well as a solicitation of comments.
- Concept renderings and informational materials will be provided at community meetings and on the project website.

D. **Facility Operations Analysis**

The JKAE/BRS team will provide services related to program element and capital and operation cost analyses based on city cost recovery philosophy, budgets for expense and revenue projections, staffing, operating hours and scheduling, attendance estimates, fee structures and maintenance plans.

E. **Meetings and Workshops:** (all meetings to be coordinated with Park Master Plan Team, as appropriate)

The project design schedule is organized around key Client Workshops. Workshop attendees will include the City Project Team (CPT) and the JKAE/BRS team as well as Design Workshop and any other appropriate consultants at specific engagement points. BRS' Owner Decision Matrix identifies all Workshop agenda items including each client team decision.

- City Project Team (CPT) Kick-Off Meeting
- City Project Team (CPT) Workshops: Five (5) anticipated (to be confirmed)
- TRPA Pre-Development Meeting: One (1) - Refer to Section 3.1.A Agency Permit Review - TRPA for additional information
- Initial coordination with TRPA for land capability verification, existing coverage verification, and identification of potential site constraints for consideration during the site selection process
- SLT Planning Department Pre-Development Meeting: One (1)
- Stakeholder Interviews: One (1)
- Stakeholder Review Meeting: One (1)
- CIty Project Team (CPT) Check-In Calls (between Workshops) - Six (6) proposed, as needed
- Public Meetings: Three (3) anticipated
- Parks Board / SLT Planning Commission Presentation: One Joint (1)
- City Council Presentation: One (1)

F. **Deliverables:**

- Non-statistically valid online public survey results and analysis
- Project specific website
- Public feedback results and analysis
- Preliminary code analysis
- Preliminary site analysis
- Project program summary
- Establish master-plan level design options
- Meeting minutes
- Preliminary-design level basis of design report

G. **Cost Estimate:** Preliminary-design level cost estimate

H. **Programming Phase Note:** The Programming Phase includes the engagement of the park master plan team in a collaborative community process achieving relevant efficiency. In the event the park master plan process does not proceed, a contract adjustment will be negotiated to accommodate said change to the process.

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TASK 2: DESIGN Phases

2.1 SCHEMATIC DESIGN

A. **General Approach:**

- Establish an overall design direction and prepare and submit Schematic Design Documents illustrating the scale and relationship of project components. We will submit a program and estimate for the cost of the work along with Schematic Design Documents and Schedule to the City for review and approval. The City will provide written approval of the scope that they agree to move forward with into the Design Development Phase that meets the approved construction budget. Scope areas that are outside of the allowed budget will be carried as add alternates through Schematic Design but will not be developed further than the Schematic Design level. The information will be available for future design and documentation as an additional service when project funding is available.

B. **Meetings and Workshops:**

- City Project Team (CPT) Workshops: Three (3)
- CPT Check-In Calls (between Workshops): Four (4) proposed, as needed
- Permitting Agencies: South Lake Tahoe Planning Review. Two (2) meetings.
- Public Meetings: One (1)

C. **Deliverables:** Schematic Design Package including preliminary code review, site plan, floor plans, schematic pool plans and sections, building sections, exterior elevations, exterior three-dimensional renderings, color palette, interior design narrative and initial LEED score card. Schematic Design plans will include preliminary site layout & utilities, grading, landscaping and coverage calculations, per TRPA requirements.

D. **Cost Estimate:** Schematic-Design level cost estimate.

2.2 DESIGN DEVELOPMENT

A. **General Approach:**

- *Develop the approved Schematic Design Documents for the preferred project site to fix and describe the size and character of the project as to architectural, structural, mechanical and electrical systems, aquatic, landscape and civil site development. Develop design-development level specifications (CSI format). Consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics.*

B. **Meetings:**

- CPT Workshops: Three (3)
- CPT Check-In Calls (between Workshops): Five (5) proposed, as needed
- Permitting Agencies: TRPA
- Public Meetings: None
- Rec Board / SLT Planning Commission Meeting: One (1)

C. **Deliverables:** Design-Development Package including architectural and all engineering disciplines to include code analysis updates, site plan, floor plans, roof plans, reflected ceiling plans, enlarged plans building sections, wall sections, partition types interior and exterior elevations, interior design materials selections and finishes, preliminary details, furnishing and fixture schedules, color palette, interior design narrative and LEED score card. Civil Design Development plans will include preliminary site layout & utilities, grading & drainage, temporary and permanent BMPs, coverage calculations, construction notes and details. A preliminary Drainage Report will also be prepared. The Design Development package will be used for CEQA and TRPA submittals. Requested design revisions after work under this task begins will be considered Additional Services and billed on a Time and Materials basis.

D. **Cost Estimate:** Design-Development level cost estimate at 100% DD.

- Include soft-cost estimate for furnishings, fixtures, gym equipment, and other misc. equipment

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2.3 CONSTRUCTION DOCUMENTS

A. **General Approach:**

- Finalize the approved Design Development Documents, including architectural and all engineering disciplines, to a level satisfactory for permitting and bidding. Develop Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. Incorporate design requirements of governmental authorities having jurisdiction. Assist the City in the development and preparation of bidding and procurement information, the form of agreement between Owner and Contractor, and the Conditions of the Contract for Construction. Compile a project manual that includes the Conditions of the Contract for Construction and Specifications as well as bidding requirements and sample forms incorporating front-end documents provided by the City's legal counsel. An early site package is anticipated in order to start the permit review process early. An early or multiple building package(s) are not included in this scope of work.

B. **Meetings:**

- CPT Workshops: Two (2)
- CPT Check-In Calls (between Workshops): Seven (7) proposed, as needed
- Permitting Agencies: South Lake Tahoe Building Department, El Dorado County Health Department, El Dorado County Fire and Relevant Utility Agencies
- Public Meetings: None

C. **Deliverables:** Construction-Document Package including architectural and all engineering disciplines to include code analysis updates, site plan, floor plans, roof plans, reflected ceiling plans, enlarged plans building sections, wall sections, partition types interior and exterior elevations, interior design materials selections and finishes, details, furnishing and fixture schedules, color palette, interior design narrative and LEED score card. Civil Construction Documents will contain the final design for site layout & utilities, grading & drainage, temporary and permanent BMPs, coverage calculations, drainage report, construction specifications, and design calculations suitable for approval by the City of South Lake Tahoe, El Dorado County, Fire and relevant utility agencies. This scope does not include Bid Phase work, Construction Administration work, or Agency Approvals processing. General project Administration is included. Requested design revisions after work under this task begins will be considered Additional Services and billed on a Time and Materials basis.

D. **Cost Estimate:** Construction-Document level cost estimate at 100% CD (permit submittal).

- Include soft-cost estimate for furnishings, fixtures, gym equipment, and other misc. equipment to begin program operation.
- Note: This estimate shall be used as Engineer's Estimate during the bid phase.

TASK 3: CREATE Phases

3.1 AGENCY PERMIT REVIEW

This task will include permit submittal of drawings and specifications to the City Building Department, and City Public Works department, as necessary, Fire, Utility Districts, and County Department of Environmental Health.

The following products will be prepared/delivered for this section:

- Documents as required for building permit submittal including permit review application and kitchen equipment cut sheets as required by County Department of Environmental Health.
- Note: All permit submittal/review fees to be paid by the City.
- This scope includes coordination response to review comments, coordination with Client and design team, and General Project Administration. The estimated budget for this phase assumes up to two rounds of review and comments from the applicable agencies.

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Assumptions & Exclusions:

- At this time, it is assumed no work will be proposed within the Caltrans ROW and, therefore, this proposal does not include coordination or permitting efforts through Caltrans.
- TRPA Soils/Hydro application and approval, if required, to be obtained by the Geotechnical Engineer.

3.1.A AGENCY PERMIT REVIEW - TRPA:

This task will include review coordination and processing of required TRPA permits and approvals as listed below:

- Review of available existing background information for the project site during Program Verification/Pre-Design Phase (as described in Section 1.1 above);
- Initial coordination with TRPA during Program Verification/Pre-Design Phase (as described in Section 1.1 above) for land capability verification and existing coverage verification, and identification of potential site constraints to assist the site selection process;
- Pre-Development application and coordination meeting (to be completed during the Program Verification/Pre-Design Phase, as described in Section 1.1 above);
- After completion of the Civil Design Development and Architectural Schematic Design phases, JKAE will prepare a complete application package, including but not limited to the Initial Environmental Checklist, and Findings for submittal to TRPA.
- Response to review comments and permit coordination;
- Review of final Conditions of Approval.

Assumptions & Exclusions:

- It is expected that the TRPA Permit Processing will be done concurrently with the CEQA review process described under Section 3.2 Environmental Services.
- TRPA Soils/Hydro application and approval, if required, to be obtained by the Geotechnical Engineer.

3.1.B AGENCY PERMIT REVIEW - LAHONTAN Regional Water Quality Control Board:

Under this scope of work JKAE/BRS will prepare the SWPPP report and package, as required by the California Regional Water Quality Control Board (Lahontan) Construction General Permit. This scope also includes uploading the Lahontan required documentation to the Storm Water Multiple Application and Report Tracking System (SMARTS) website for Lahontan approval, necessary revisions to the SWPPP package, coordination with Lahontan and Client. We anticipate only minor revisions to the SWPPP package during the review process.

Assumptions & Exclusions:

- SWPPP Report will be prepared after completion of the Construction Documents (see Section 2.3 above);
- As required by the Water Board, Client will set-up the project in SMARTS and add JKAE/BRS as a Data Entry Person. Once that process is complete, JKAE/BRS will upload the required information for permit approval.
- JKAE/BRS will provide assistance to Client to set-up the project in SMARTS, as necessary.

3.2 ENVIRONMENTAL SERVICES

This task will be prepared by CEQA consultant (Ascent Environmental) using the documentation prepared under Section 2.2 Design Development to support development of the project description for the environmental document. Scope under this task is as outlined below, however the exact scope of work for environmental services will depend on further refinement of the project scope, thus this scope will need to be refined:

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- Development of project description – Area of Potential Effect (APE): The CEQA consultant will review materials prepared during earlier tasks to delineate and APE and prepare a project description for evaluation in the environmental analysis. The consultant will prepare a draft project description and APE for review by the City. The consultant will address one set of comments from the City and prepare a final APE and project description.
- Initial checklist: The CEQA consultant will prepare an initial study (IS) with responses to all questions listed in Appendix G of the State CEQA Guidelines. The IS will include substantial evidence to support all impact determinations. The consultant will prepare a draft IS for City review, address one set of comments from the City and prepare a print check draft. Following City review of the print check IS, the consultant will make final edits to the IS, if necessary, and produce the environmental document for public review and comment
- Notice of Preparation (NOP): Based on our current understanding of the project, it is assumed that all impacts of the project can be mitigated to a less than significant level, such that an IS and Mitigated Negative Declaration (IS/MND) will be the appropriate level of environmental review. Preparation of an NOP is not required for an IS/MND. However, if an Environmental Impact Report (EIR) is the appropriate level of environmental review, the consultant will prepare and distribute an NOP.
- Notice of Intent (NOI): To begin the public review period for the anticipated IS/MND, the consultant will prepare and circulate a draft and final NOI.
- Public Scoping Meeting(s): As stated above, it is anticipated that an IS/MND would be the appropriate level of environmental review. Preparation of an IS/MND does not require a formal scoping period or scoping meeting. However, if required or desired, the consultant can facilitate a scoping meeting either in person or virtually as pandemic conditions dictate.
- Progress Meetings: The CEQA consultant will attend regular progress meetings with the project team during the environmental review phase of the project.
- Schedule: The CEQA consultant will develop and maintain a mutually agreed upon schedule for preparation of the environmental document.
- Technical Studies and Reports, as required: It is assumed that the IS/MND will tier to the program-level IS/MND that will be prepared for the 56-Acre Park Master Plan. As such, technical studies prepared for program-level IS/MND are expected to be sufficient for several resource areas, including transportation and circulation, and biological resources. The consultant will prepare other technical studies as necessary, which could include a site-specific survey for cultural resources and/or visual simulations of the proposed project.
- Statement of Objectives, and Purpose and Need: The CEQA consultant will work collaboratively with the project team to develop a statement of objectives that describes the purpose and need for the project. These objectives will be incorporated into the project description.
- Alternatives Evaluation: As stated above, it is anticipated that an IS/MND would be the appropriate level of environmental review. Preparation of an IS/MND does not require an evaluation of alternatives. If preparation of an EIR is necessary, or if the City desires and alternative evaluation, the CEQA consultant will prepare an alternatives evaluation.
- Document preparation and Clearinghouse filing: The CEQA consultant will be responsible for preparation and production of the environmental document and filing with the state clearinghouse and county clerk, as necessary.

Assumptions & Exclusions:

- Budgeting for this task requires greater definition of project scope, therefore, the provided budget is for preliminary planning purposes only. Scope and budget will be refined by CEQA consultant in coordination with the City, after further determination of project scope. The scope and budget above are provided for planning purposes.
- Initial budget estimate provided assumes the program-level CEQA document for the 56-Acre Park Master Plan will be available first, and the Rec Center CEQA document will be an Initial Study/Mitigated Negative Declaration that is tiered to the program-level document for the Master Plan.
- After further project scope determination, JKAE will provide supporting documentation and information necessary to assist CEQA consultant in the preparation of the documents listed above.

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- Technical Studies and Reports - it is our understanding that Master Plan level technical studies and reports are being prepared for the entire site and, it is expected that some of these studies and reports would be reused for the site specific CEQA application.

3.3 BID SUPPORT

This task is to prepare for and assist Owner with the public bidding of this project:

1. Coordinate specifications booklet with City's legal-counsel provided front-end bid documents.
2. Assist City with solicitation of bids by notifying local contractors, regional trade associations, and regional plan houses.
3. Assist City with conducting of a, mandatory or non-mandatory, pre-bid meeting.
4. Review pre-bid RFIs and Issue pre-bid Addenda as necessary.
5. JKAE will make bid drawings and documents available electronically by PDF format. Hard copies for bid purposes may be ordered by Owner at Owner expense from local print service of Owner's choosing.
6. Attend bid opening and log bid responses.
7. Note: Should City decide to rebid project, JKAE will provide Bid Support on the additional bid on a Time and Materials basis.

The following products will be prepared/delivered for this section:

- Bid RFI responses as required.
- Bid addenda as required
- Attendance at one pre-bid meeting and notes from the meeting.

3.4 CONSTRUCTION ADMINISTRATION SUPPORT

This task will be where our team will help administer the contract for construction:

1. Attendance at construction meetings, frequency to be confirmed
2. Review of project schedule, schedule of values, and other contractually-required materials provided by General Contractor.
3. Response to RFIs.
4. Review of submittals and pay applications.
5. Issuance of ASIs and clarifications.
6. BRS Natatorium Pre-Construction Meeting
7. Review of change order requests and assistance with drafting change orders for City's approval
8. Observance of construction for general conformance with the contract documents.
9. JKAE punch list of final construction.
10. JKAE review of contractor-provided as built drawing set (suggest that contract for construction require hot-linked as-built PDF file from General Contractor).
11. JKAE will provide an electronic record set that is overlaid on the general contractor's approved electronic as-built set. The overlay will include attached RFIs, ASIs, CCDs, and Change Orders. The formatting will be in BluBeam formatted as a PDF.
12. JKAE review of manuals and warranties provided by General Contractor.
13. JKAE assistance with Grand Opening event including project flyer and graphics support to City.

Assumptions & Exclusions:

1. QSP (Qualified Stormwater Practitioner) services, as required by Lahontan, have not been included based on the assumption the Contractor will be performing related tasks.

SCHEDULE

The following is an estimated schedule to complete the tasks described above. (See attached Gantt schedule for more detail)

TASK 1: IMAGINE | **5 Months**

Project Program & Conceptual Design 5 months

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TASK 2 DESIGN | **15.5 Months**

Schematic Design	
SD Phase	3 months
SD Cost Estimate, Client Review & NTP	2 weeks
Design Development	
DD Phase	4 months
DD Cost Estimate, Client Review & NTP	2 weeks
Construction Document Phase	
CD Phase	4 months
CD Cost Estimate, Client Review & NTP	2 weeks (Simultaneous with Agency Permit Review)
Agency Permit Review	3 months
Building/Public Works/County Health	3 months

TASK 3 CREATE | **19 months**

Bid Support	2 months
Construction Administration Services	17 months (to be verified by General Contractor)

COST PROPOSAL

The following is our fee proposal to accomplish the scope described in the preceding Project Work Plan pages for Tasks 1.1 through 3.2. We look forward to advancing these scope and fee strategies to meet your goals.

Programming and Concept Design	**$236,130**
Schematic Design *Please note that a budget of $37,500 is built into the fixed fee for CEQA services during schematic design phase. While we do not expect the need for services to exceed $37,500; there could be an issue or complication in the CEQA process out of our control that requires additional services should the $37,500 budget be exceeded.*	**$477,650**
Design Development *Please note that a budget of $37,500 is built into the fixed fee for CEQA services during design development phase. While we do not expect the need for services to exceed $37,500; there could be an issue or complication in the CEQA process out of our control that requires additional services should the $37,500 budget be exceeded.*	**$750,900**
Construction Documents	**$879,600**
Agency Review	**$134,400**
Bid Support	**$56,400**
Total Base Services Fixed Fee (Preliminary Design - Bid Support)	***$2,535,080***
Construction Administration Support *Please note that Construction Administration Services are NOT optional. We are guided by the CA Architects Practice Act and required by our insurance providers to provide construction administration support. This applies to Architecture and all Engineering services included in the Base & Supplemental Fees.*	**$634,100**
Required Future Services Fixed Fee (Construction Administration)	***$634,100***

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CONSULTANT/ENGINEERING FEES (INCLUDED IN COST PROPOSAL ABOVE)

	Base Services	Construction Administration
• Structural Design:	$195,800	$54,000
• Civil/Site Design:	$169,000	$15,000
• Landscape Design:	$93,965	$20,000
• Electrical/Lighting/Low Voltage:	$163,800	$41,200
• Mechanical/Plumbing/Fire Sprinkler:	$228,294	$42,294
• Aquatic Design:	$166,500	$18,500
• Kitchen Design:	$12,000	$4,000
• Cost Estimating:	$83,220	NA
• Acoustical/Noise Mitigation Design:	$15,000	NA
Total Consultant Engineer Fees:	**$1,127,579**	**$194,994**

Please note that we have not marked up any of the consultant services.

SUPPLEMENTAL SERVICES FEES (INCLUDED COST PROPOSAL ABOVE)

	Base Services	Construction Administration
• LEED Consulting:	$51,000	$41,900
• TRPA & Lahontan Consulting:	$78,000	$0
• CEQA Consulting:	$75,000 (budget)	$0
• Topographic Survey (1 Site):	$19,080	$0
• Geotechnical Engineering (1 Site):	$37,850	$0
• Traffic Study:	$46,350	$0
Total Supplemental Services Fees:	**$307,280**	**$41,900**

Please note that we have not marked up any of the supplemental services.

REIMBURSABLE EXPENSES

In addition to our fees for professional services, we charge for project expenses incurred on your behalf. These typically include such items as document scanning & document reproduction and travel associated with in-person Client Team Workshops and Public Meetings (ideally held on the same day or two). Electronic (PDF) of all progress deliverables and permit set are included in our base services. We have established a reimbursable budget to cover these anticipated expenses. Note that virtual meetings have significantly minimized this reimbursable expense budget to the extent that virtual meetings will certainly play a role in the planning and project coordination process with the City. Backup will be provided for all expenses invoiced against the reimbursable budget. We have proposed a budget number below and will advise the City if we expect we may exceed this budget to request an increase.

REIMBURSABLE EXPENSES BUDGET

- Travel, Mileage, & Related Expenses: $19,000
- Printing: $1000

ADDITIONAL SERVICES

Additional scope may be requested by the City. Any services that are not defined in this agreement may be compensated on an hourly basis or pre-negotiated fixed-fee basis except for Construction Administration Services. Rates are based on our current employee rate schedule. The Fixed Fees indicated above are based on a City-budgeted construction cost of $24.0M. Should the construction budget be increased by 2% or greater due to unforeseen conditions, City request for additional scope, or other reasons, the professional design and engineering fees shall be adjusted upward based on 9.28% of additional budgeted construction costs over $24.0M for base services and additional option services and 2.47% of additional budgeted construction costs over $24.0M for construction administration services. There shall be no adjustment to fees should the project bid or complete

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construction below the project budget. Additional services would also include Advanced Signage & Wayfinding Design (based on $0.33/sf) as well as Advanced Interior Design (based on $1.54/sf). This proposal is for one (1) bid package for sitework, foundation, and building combined. Additional bid packages, including multiple bid packages for sitework, foundations, or other elements, are not included in this proposal but could be provided for an additional fee.

ASSUMPTIONS (OTHER SOFT-COST BUDGET ITEMS PAID BY OWNER)

- Hazardous materials studies/reports provided by Owner.
- Environmental studies/reports & CEQA oversight provided by Owner.
- Other special studies/reports provided by Owner.
- Agency review fees and permit fees paid by Owner.
- USGBC fees including all LEED submittal/review, certification, plaque, and other fees paid by Owner.
- Special inspections provided by Owner.
- Bid advertisement costs paid by Owner.
- Printing costs of bid sets and construction sets reimbursed by Owner. Note that current practice is to issue electronic (PDF) Bid sets. Electronic (PDF) progress and bid sets are included in JKAE and BRS' base services

2020 Hourly Rate Schedule

Partner	$235.00
Principal	$215.00
Associate Principal	$190.00
Project Manager – Architect	$180.00
Senior Architectural Designer	$180.00
Structural Engineer – SE (JKAE)	$175.00
Senior Architect	$165.00
Senior JKAE Structural Engineer – PE	$160.00
Senior JKAE Civil Engineer – PE	$160.00
Project Engineer (JKAE)	$150.00
Project Architect	$150.00
Senior BIM Designer	$135.00
Assistant Engineer (JKAE)	$130.00
Project Leader | Job Captain	$125.00
Business Manager	$115.00
CADD/BIM/Designer	$105.00
Marketing	$105.00
Office Manager	$100.00
Studio Assistant	$ 70.00
Consultant Services	cost plus 10%
Reimbursable Expenses	cost plus 15%
Mileage	$0.58 per mile

Rates subject to change annually

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Project Schedule

South Lake Tahoe - Recreation / Swim Complex

original date 2020 07 15

Revised

JK ARCHITECTURE

BARKER RINKER SEACAT ARCHITECTURE

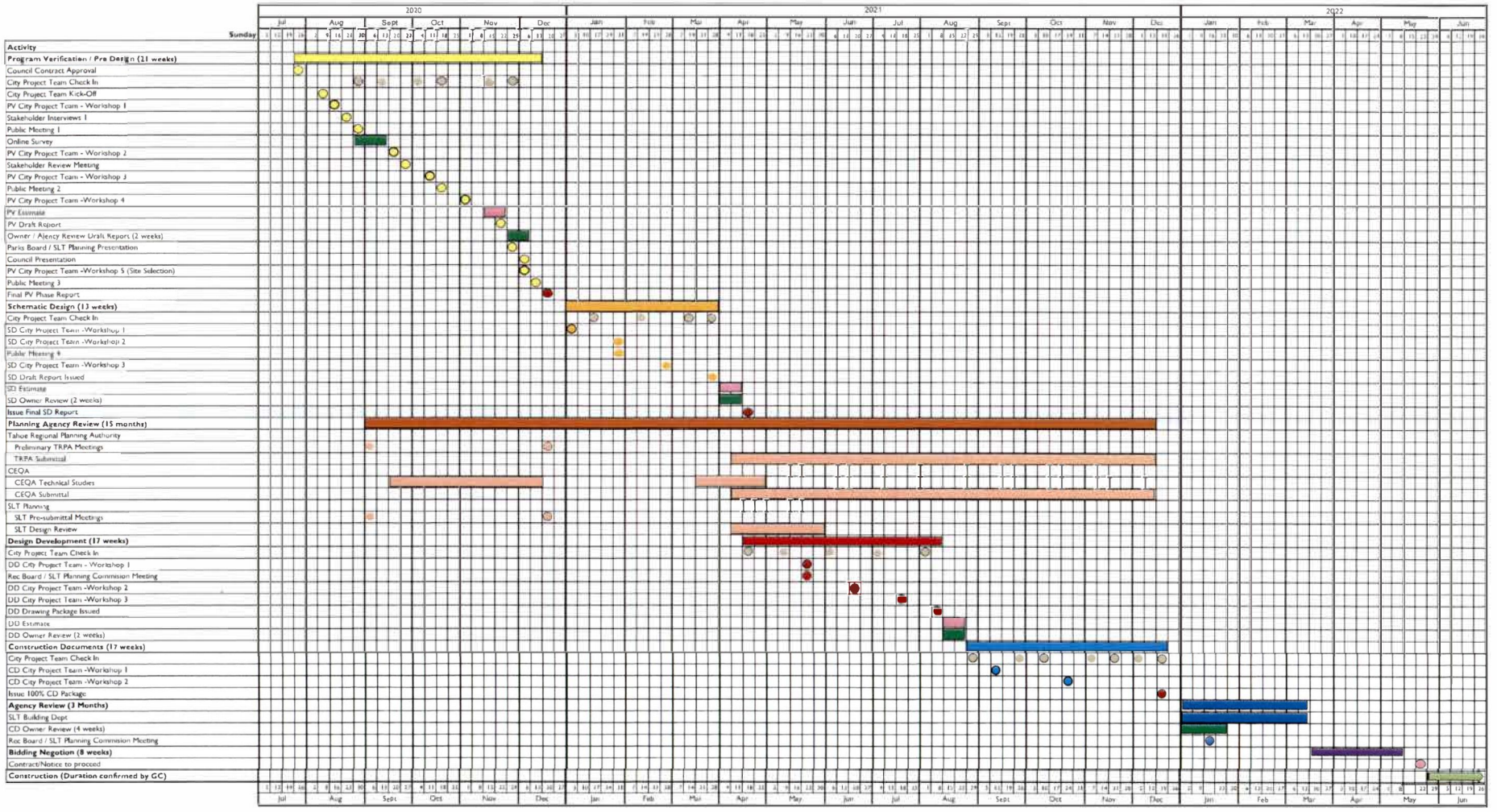

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EXHIBIT B

ANTI-LOBBYING CERTIFICATION

Consultant shall submit to City this certification prior to or at the time of the execution of this Agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

4.7.1.1 Consultant:

Name, Title

By: _____ Jordan Knighton, Architect of Record

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/5/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates P.O. Box 12675 Oakland CA 94604 License#: 0020739	CONTACT NAME: Maurice Thornton PHONE (A/C, No, Ext): 800-545-3090 FAX (A/C, No): 510-452-2139 E-MAIL ADDRESS: dracertificates@dealeyrenton.com
INSURED Jordan Knighton Architects, Inc. 11661 Blocker Drive, Suite 220 Auburn CA 95603 JORDKNI-01	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Argonaut Insurance Company — 19801 INSURER B : HARTFORD INSURANCE COMPANY — 38288 INSURER C : Sentinel Insurance Company — 11000 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1982022541 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY	Y	Y	72SBWBC3209	3/12/2020	3/12/2021	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	X XCU Included						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY	Y	Y	72SBWBC3209	3/12/2020	3/12/2021	COMBINED SINGLE LIMIT (Ea accident)	$ $2,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		Y	57WECAD0ETR	3/12/2020	3/12/2021	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ $1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ $1,000,000
							E.L. DISEASE - POLICY LIMIT	$ $1,000,000
A	Professional Liability			1AE016923600	3/12/2020	3/12/2021	Each Claim Annual Aggregate	$2,000,000 $4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project: 20-370 Recreation Swim Complex

City of South Lake Tahoe, its elected or appointed officers, officials, employees, agents and volunteers are named as additional insureds as respects general and auto liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

CERTIFICATE HOLDER

City of South Lake Tahoe
Attn: Jim Marino
1901 Airport Road
South Lake Tahoe CA 96150

CANCELLATION 30 Days Notice of Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mo Thornton

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ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

This is a summary of the coverage provided under the following form (complete form available):

BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05

Additional Insured When Required by Written Contract, Written Agreement or Permit

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;
(b) In connection with your premises owned by or rented to you; or
(c) In connection with "your work" and included within the "products completed operations hazard", but only if
  (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
  (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products completed operations hazard".

The person(s) or organization(s) are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under the provision only for that period of time required by the contract, agreement or permit.

With respect to the insurance afforded to the additional insured, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification: or
(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

When You Add Others As An Additional Insured To This Insurance: That is other insurance available to an additional insured. However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract: This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract: If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

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Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Waiver of Subrogation

If you have waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage

EXCERPT FROM Hartford Form SS 04 38 09 09
HIRED AUTO AND NON-OWNED AUTO

B. With respect to the operation of a "non-owned auto", WHO IS AN INSURED is replaced by the following: The following are "insureds":

d. Anyone liable for the conduct of an "insured", but only to the extent of that liability

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 57WECAD0ETR **Endorsement Number:**
Effective Date: 03/12/2020 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: Jordan Knighton Architects, Inc.
11661 Blocker Drive, Suite 220
Auburn, CA 95603

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	Job Description
Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us	

Countersigned by _____
Authorized Representative

Form WC 04 03 06 (1) Printed in U.S.A.

Policy Expiration Date: 03/12/2021

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

Policy Number: 57WECAD0ETR

Effective Date: 03/12/2020

Named Insured and Address: Jordan Knighton Architects, Inc.
11661 Blocker Drive, Suite 220
Auburn, CA 95603

Endorsement:

Effective hour is the same as stated on the Information Page of the policy.

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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CITY OF SOUTH LAKE TAHOE BUSINESS AND PROFESSIONS TAX NEW APPLICATION FORM

Fiscal Year July 1, 2020 to June 30, 2021

If located within the city limits
you must submit an approved Zoning/Building Application form

BUSINESS NAME: Jordan Knighton Architects, Inc. (dba JK Architecture Engineering)

BUSINESS TYPE: (Describe the exact nature of the business to be conducted): Architecture & Engineering Professional Services

BUSINESS PHYSICAL LOCATION, CITY, STATE, ZIP: 165 River Road, Tahoe City, CA 96145

(List address where individual consents to receive Service of Process per AB2184, Sec16000 1(a)(2) and 16100 1 (a)(2))

BUSINESS PHONE: 530-888-0998

BUSINESS EMAIL ADDRESS: anda@jkaedesign.com

↓↓ BUSINESS MAILING ADDRESS ↓↓ **(If different from the Service of Process business address)**

NAME: Derek Labrecque

STREET/PO BOX: 11661 Blocker Drive, Suite 220

CITY, STATE, ZIP: Auburn, CA 95603

STATE EMPLOYER ID # C3 659528 FEDERAL EMPLOYER ID# 46-5254204

CALIFORNIA STATE SELLERS PERMIT # (REQUIRED FOR RETAIL SALES)

CALIFORNIA STATE LICENSE # AND CLASS C30650 - Architect (Derek Labrecque)

(CONTRACTOR, MASSAGE THERAPIST, BARBERING AND COSMETOLOGY, PROFESSIONAL, ETC.)

TAX COMPUTATION

1.	ESTIMATED GROSS RECEIPTS. $1,000 MINIMUM	1. $300 000
2.	TAX RATE IS 2.69 PER $1,000 OF TAXABLE GROSS BASED ON BUSINESS CLASSIFICATION	
3.	TOTAL TAX (LINE 1 DIVIDED BY 1,000 THEN MULTIPLIED BY RATE FROM LINE 2) **$19,928.00 MAXIMUM**	3. $807.00
4.	$62.00 ADMINISTRATIVE + $10.00 TECHNOLOGY FEE:	4. $ 72.00
5.	SUBTOTAL (ADD LINES 3+4) $20,000 MAXIMUM	5. $879.00
6.	STATE MANDATED DISABILTY ACCESS AND EDUCATION FEE	6. $ 4.00
7.	TOTAL BUSINESS AND PROFESSIONS TAX (ADD LINES 5+6) $20,004 MAXIMUM	7. $883.00

SPECIAL FEE SECTION

Ski Run Business Improvement District (SRBID) & Ski Run Frontage Fee Assessment
(Business addresses 1000 - 1236 Ski Run Blvd & 3668 Lake Tahoe Blvd)

8.	25% OF TOTAL TAX DUE (LINE 5 MULTIPLIED BY 0.25)	8. $
9.	FRONTAGE FEE BASED ON LINEAR FOOT MEASUREMENT FROM ASSESSORS'S PARCEL MAP	9. $

Multi-Family Dwelling/Single Room Occupancy Ordinance (MFD/SRO)

10.	MFD $88.00 TIMES NUMBER OF UNITS (6 OR MORE UNITS)	10. $
11.	SRO $88.00 TIMES NUMBER OF SRO UNITS	11. $

Storm Water Inspection Fee per SLTCC § 7.15

12.	$227.00 FOR COMMERICAL AND $285.00 FOR INDUSTRIAL	12. $
13.	**TOTAL DUE (ADD LINES 7 THROUGH 12)**	13. $

NOTICE TO ALL BUSINESS & PROFESSIONS TAX APPLICANTS

- **Please be advised that in accordance with City Code § 6.55.020, no use that is illegal under local, state, or federal law shall be allowed within the City of South Lake Tahoe.**
- **Pursuant to City Code § 3.35.090 (A), the exact nature or kind of business for which a business certificate is requested must be furnished to the City of South Lake Tahoe.**

"I will not be selling, distributing, or providing any illegal or controlled substance, including, but not limited to, marijuana, as to do so violates STLCC § 6.55.020."

SIGNATURE _____ **TITLE** CEO/President **DATE** July 28, 2020

I DECLARE UNDER PENALTY OF PERJURY THE INFORMATION CONTAINED ON THIS APPLICATION IS TRUE AND CORRECT

*****SEE REVERSE SIDE FOR TAX COMPUTATION INSTRUCTIONS*****

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BUSINESS AND PROFESSIONS TAX COMPUTATION INSTRUCTIONS

FINANCE DEPT/REVENUE DIVISION 1901 Lisa Maloff Way SUITE 210, SOUTH LAKE TAHOE CA 96150

PHONE 530-542-6012 / FAX 530-542-6041 REVENUE@CITYOFSLT.US / WWW.CITYOFSLT.US

NEW BUSINESS LICENSE APPLICANTS

Line #1. ESTIMATE your gross receipts for your business from your business start date to the end of the fiscal year (June 30). The business license fiscal year is July 1 to June 30. Round to the nearest $1,000. $1,000 minimum. Gross receipts are your income before expenses.

Line #2. Determine your tax rate schedule by your type of business, as follows:

Schedule A ($1.07 per thousand of gross): retail sales, restaurants, auto repair shops & print shops.

Schedule B ($1.62 per thousand of gross): janitorial, motels, real estate, massage therapy, general contractors (with only class A or Class B Contractor's License-no Class C or D license), computer service, consulting (without a degree) and baby-sitting.

Schedule C ($2.14 per thousand of gross): hairdressers, salons, taxi service, child care (State licensed for more than six children) and specialty building contractors (with Class C or D Contractor's license).

Schedule D ($2.69 per thousand of gross): dentists, physicians, attorneys, civil engineers, optometrists, chiropractors, consultants (with degrees), and schools of instruction.

If your business is not shown, call (530) 542-6012 and a rate schedule will be assigned.

Line #3. Divide Line 1 by 1000, then multiply the result by the Tax Rate from Line 2.

Line #4 & 6 are prefilled.

Line #5 & 7 are math.

Line #8. Ski Run Business Improvement District Fee: 25% of total tax due (total from Line #5 multiplied by 0.25). Applies to those businesses on Ski Run Blvd with business addresses 1000-1236 Ski Run Blvd & 3668 Lake Tahoe Blvd.

Line #9. SRBID Frontage Fee: $2.00 Per Linear Foot of property fronting on Ski Run Blvd. Measurement from Assessor's Parcel Map.

Line #10. Multi-Family Dwelling Ordinance MFD: Call Lydia Zuniga 530-542-7417 with questions.

Line #11. Single Room Occupancy SRO: Call Lydia Zuniga 530-542-7417 with questions.

Line #12. Storm Water Inspection Fee per SLTCC § 7.15: Call Jason Burke (530) 542-6038 with questions.

Line #13. Total Due: Add Lines 7 through 12. **This is the TOTAL Business and Professions Tax Due.**

Please note you are required to notify the Business License Department of any changes regarding your business information.
All City business licenses expire on June 30th of each year. Do not forget to sign the Application.

INCOMPLETE APPLICATIONS, FAILURE TO PAY SPECIAL ASSESSMENTS (SRBID, MFD, SRO, STORM WATER), OR FAILURE TO SIGN WHERE INDICATED WILL DELAY THE ISSUANCE OF YOUR CERTIFICATE.

BUSINESS OWNER/CORPORATION INFORMATION

CHECK BOX INDICATING TYPE OF BUSINESS OWNERSHIP: ☐ **OTHER:**_____

☐ **SOLE PROPRIETORSHIP (COMPLETE SECTION 1)** ☑ **CORPORATION (COMPLETE SECTION 2)** ☐ **PARTNERSHIP (COMPLETE SECTION 2)**

SECTION 1 - ONLY FOR SOLE PROPRIETORSHIP

NAME:_____ TITLE:_____

↓↓ **NOT PUBLIC INFORMATION** ↓↓

BUSINESS ADDRESS OR SERVICE OF PROCESS ADDRESS: _____

CITY:_____ ST:_____ ZIP:_____

RESIDENCE PHONE:_____ SS #, DRIVER LICENSE #, OR OTHER ID _____

SECTION 2 - COMPLETE FOR ALL OFFICERS OR PARTNERS

CORPORATION/LLC/PARTNERSHIP NAME: Jordan Knighton Architects, Inc.

↓↓ **NOT PUBLIC INFORMATION** ↓↓

OFFICER OR PARTNER NAME: Derek Labrecque TITLE: CEO/President

BUSINESS ADDRESS OR SERVICE OF PROCESS ADDRESS: 11661 Blocker Drive, Suite 220

CITY: Auburn ST: CA ZIP: 95603

BUSINESS PHONE: 530-888-0998

OFFICER OR PARTNER NAME: Chris Vicencio TITLE: Vice President/Secretary

BUSINESS ADDRESS OR SERVICE OF PROCESS ADDRESS: 11661 Blocker Drive, Suite 220

CITY: Auburn ST: CA ZIP: 95603

BUSINESS PHONE: 530-888-0998

OFFICER OR PARTNER NAME: Jordan Knighton TITLE: Director

BUSINESS ADDRESS OR SERVICE OF PROCESS ADDRESS: 165 River Road

CITY: Tahoe City ST: CA ZIP: 96145

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CITY OF SOUTH LAKE TAHOE, CALIFORNIA

BUSINESS AND PROFESSIONS TAX CERTIFICATE

THIS CERTIFICATE MUST BE POSTED IN A CONSPICUOUS PLACE

The granting of this certificate does not mean approval of the operation of your business in violation of any provisions of the City Code or any State Law.

NON-TRANSFERABLE

ISSUED TO:

JK ARCHITECHTURE ENGINEERING
JORDAN KNIGHTON ARCHITECTS INC
165 RIVER RD

TAX NO: 008282

EXPIRES: 06/30/2017

LICENSED ARCHITECT C26985

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CITY OF SOUTH LAKE TAHOE
BUSINESS LICENSES
1901 AIRPORT ROAD, SUITE 210
SOUTH LAKE TAHOE, CA 96150-7004

RETURN SERVICE REQUESTED

JORDAN KNIGHTON ARCHITECTS INC
JK ARCHITECHTURE ENGINEERING
11661 BLOCKER DRIVE STE 220
ABURN , CA 95603

9660384649

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JK ARCHITECTURE ENGINEERING

LETTER OF AUTHORIZATION TO PROCEED
Contract Amendment 01 – Scale & Scope Increase

DATE: Revised December 23, 2020
CLIENT: City of South Lake Tahoe
JOB#: 20-370
PROJECT: Recreation Center

We are pleased to present to you our revised fee proposal for the expanded scope and construction hard cost on this project. We have endeavored to keep the fee competitive while maintaining comprehensive services. You will note that the overall fee, as a percentage of construction cost, has been reduced as you should expect. We are confident the fee and scope of services is appropriate to deliver the level of design and engineering that the City and community expects on a public facility of this scale and magnitude.

PROJECT AMENDMENT

In accordance with the Professional Services Agreement for the above-mentioned project, dated July 28, 2020, this Letter of Authorization to Proceed confirms the following amendment to the contract:

Contract Amendment 01: Scale & Scope Increase – The scale and scope of the new City of South Lake Tahoe Recreation Center has been increased by the City to a Project Budget of $48.0M consisting of a construction hard cost budget of approximately $42.5M and soft cost budget of $5.5M.

SCHEDULE AMENDMENT

Phase	Original Schedule	Revised Schedule
Programming & Concept Design	08/01/2020 – 12/31/2020	08/01/2020 – 01/15/2021
Schematic Design	01/01/2021 – 03/31/2021	01/15/2021 – 03/31/2021
Design Development	05/01/2021 – 07/31/2021	04/15/2021 – 08/15/2021
Construction Documents	09/01/2021 – 11/30/2021	09/01/2021 – 12/31/2021
Agency Review	12/01/2021 – 02/28/2022	01/01/2022 – 03/31/2022
Bid Support	03/01/2022 – 04/30/2022	04/01/2022 – 05/31/2022
Construction Administration	17 Months	Start July 2022

FEE AMENDMENT

Basic Services	Original	Adjustments	Revised
Programming & Concept Design	$ 236,130.00	$ 135,900.00	$ 372,030.00
Schematic Design	$ 477,650.00	$ 178,100.00	$ 655,750.00
Design Development	$ 750,900.00	$ 409,455.00	$ 1,160,355.00
Construction Documents	$ 879,600.00	$ 450,699.00	$ 1,330,299.00
Agency Review	$ 134,400.00	$ 36,205.00	$ 170,605.00
Bid Support	$ 56,400.00	($ 17,031.00)	$ 39,369.00
TOTALS	**$ 2,535,080.00**	**$ 1,193,328.00**	**$ 3,728,408.00**

Future Services	Original	Adjustments	Revised
Construction Administration	$ 634,100.00	$ 165,448.00	$ 799,548.00
TOTALS	**$ 634,100.00**	**$ 165,448.00**	**$ 799,548.00**

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Amended Consultant/Engineering Fees (included in above fee proposal)
Note: JKAE did not mark up these services.

- Structural
- Civil/Site
- Landscape
- Electrical/Lighting/Low Voltage
- Mechanical/Plumbing/Fire Protection
- Aquatic
- Kitchen/Foodservice
- Cost Estimating
- Acoustical/Noise Mitigation

Supplemental Services Fees (included in above fee proposal)
The following supplemental services are included, and fees have not changed from the Professional Services Agreement.

- LEED Consulting
- TRPA & Lahontan Consulting
- CEQA Consulting
- Topographic Survey (1 site)
- Geotechnical Engineering (1 site)
- Traffic Study

REIMBURSABLE EXPENSES AMENDMENT
There are no reimbursable expenses currently anticipated on this project. Expenses already included in our fee consist of travel to the job site, printing for design team coordination purposes, phone, and incidental expenses incurred from travel to job site. Other owner-paid expenses are outlined in Additional Services & Assumptions per Exhibit A of the Professional Services Agreement. Special requests such as printing for district reviews, community functions, or special events are not included in this proposal but may be requested as a reimbursable expense. Owner may also request special travel that is not included in this proposal such as visits to other projects, FF&E vendors, or other related travel; all of which will be requested as reimbursable expenses.

CONSTRUCTION ADMINISTRATION
We understand the City has chosen to approve construction administration services and fees as the project progresses. The proposed fee is the amount our design and engineering team requires to provide the necessary services required by the Standard of Care we are obligated to provide by the City, our insurance providers, and licensing organizations. This fee will allow us to assist the City in administering the contract for construction as a complex construction project under California public contract code. The fee amount for Construction Administration has been carefully established by our team. The City agrees that this amount shall not be renegotiated unless the scope of construction administration services is increased or modified by mutual agreement by the City or by unforeseen circumstances.

CONTRACT NOTE

Other than the above, nothing in this Amendment is intended to amend or revise any of the contract provisions for the executed Professional Services Agreement.

Please review and let me know if you have any questions. We would be happy to walk you through this proposal and answer any questions you may have.

Sincerely:

Jordan Knighton, Partner, C15848
JK Architecture Engineering

Approved:

2/3/2021

Client Date
Tamara Wallace, Mayor
City of South Lake Tahoe
Print Name/Title

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

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From: Chris Vicencio
To: Jim Marino
Cc: Jordan Knighton; Anda Grenfell
Subject: SLT Rec Center - JKAE Workplan/Fee Follow Up
Date: Saturday, January 09, 2021 11:02:22 AM
Attachments: 20-370 Amendment 01 REV 12.23.20 R1.pdf

Hello Jim,

As we mentioned earlier this week, we are committed to answering any questions you and the City Council have on our fee & approach. We recommend that we schedule a discussion for early next week to work through all of your questions and provide you with the understanding of how we are approaching the design and fees for this project. We corrected the clerical errors on the Fee Amendment, attached. The fee Adjustments column total for Basic Services went down to $1,193,328.

Here is some additional analysis that we think will help in your review of our fee. We shared with you previously the phase-by-phase and consultant-by consultant hours breakdowns that explain how we are planning the project and how we put the subsequent fee together. This essentially gives the City a breakdown of our team's overall workplan for the project showing our effort for each phase. This is a very detailed assessment of how we intend to deliver the Architecture and Engineering services for this project. Our team is confident we have the effort accurately identified to deliver this project appropriately and economically.

While we haven't set our fees based on a percentage of construction cost, it may be helpful to compare the fees against total construction cost. The chart below shows you how our fee breaks down between BASE fee and SPECIALTY consultant fees. As you know the specialty consultants are those consultants who would typically be hired directly by the City and wouldn't normally be included in our overall fee. For this reason, we are showing a fee percentage calculation excluding these specialty consultants. You will see in the spreadsheet below that our overall fee percentage is down below 10% (9.83%) and our fee percentage through the phase 1 services is down to 8% (8.05%).

For a project of this scale and complexity, a total fee under 10% is extremely competitive. This fee includes a number of internal specialty consultants, such as Aquatics Design/Engineering, Acoustics Design, and Kitchen Design, that historically are not included in Base services. In fact, programming itself is not typically included in base services. We state this as another example of the value our team is bringing to this project. Taking this all into consideration, we believe our fee is highly competitive and provides an extraordinary value for the City. Projects of this scale and complexity, with the additional consultants we have included in our base fee, would traditionally result in an Architecture/Engineering fee of 11-12% or more. We stand strongly behind our fee as appropriate to the required workplan for this project and as very good value to the City and Community.

	BASE Architecture & Engineering	Comparison Percentage Against $42.5M Construction Cost	SPECIALTY Survey, Traffic, TRPA, CEQA, Geotech, LEED	TOTAL COMBINED FEE
Predesign/Program	$361,500		$10,530	$372,030
Schematic Design	$516,500		$139,250	$655,750
Design Development	$1,114,455		$45,900	$1,160,355
Construction Documents	$1,296,699		$33,600	$1,330,299
Agency Review	$92,605		$78,000	$170,605
Bid Support	$39,369		$0	$39,369
PHASE 1 SubTotal (Prior to CA Services)	**$3,421,128**	**8.05%**	**$307,280**	**$3,728,408**
Construction Administration	$757,648		$41,900	$799,548
TOTALS	**$4,178,776**	**9.83%**	**$349,180**	**$4,527,956**

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Let's regroup early next week and discuss further to clarify any additional questions you may have.

Thank you,

Chris Vicencio, AIA, NCARB, LEED AP, DBIA
Partner

JK ARCHITECTURE ENGINEERING

O 530.883.8155 | M 530.320.7049
chris@jkaedesign.com | www.jkaedesign.com

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JK ARCHITECTURE ENGINEERING

LETTER OF AUTHORIZATION TO PROCEED
Contract Amendment 02 – Site & Building Packages (OPTION B)

DATE: ~~August 4, 2021~~ Revised August 19, 2021
CLIENT: City of South Lake Tahoe
JOB#: 20-370
PROJECT: Recreation Center

Please find herein our proposed contract amendment for Architecture, Engineering, and Supplemental Services based on adjustments to the project's construction document packaging and construction sequencing.

PROJECT AMENDMENT
In accordance with the Professional Services Agreement for the above-mentioned project, dated July 28, 2020, this Letter of Authorization to Proceed confirms the following amendment to the contract:

Contract Amendment 02: Construction Document Packaging, Construction Sequencing revisions, and associated design and engineering.

SCHEDULE AMENDMENT

Phase	Previous Schedule	Revised Schedule
Programming & Concept Design	08/01/2020 – 01/15/2021	NA
Schematic Design	01/15/2021 – 03/31/2021	NA
Design Development	05/01/2021 – 07/31/2021	08/18/2021 – 11/17/2021 (13 wks)
Construction Documents (Site)	09/01/2021 – 11/30/2021	12/8/2021 – 02/11/2022 (9 wks)
Construction Documents (Building)	Same as above	12/8/2021 – 03/11/2022 (13 wks)
Agency Review (Site)	1/1/2022 – 3/31/2022	02/14/2022 – 04/15/2022 (8 wks)
Agency Review (Building)	Same as above	03/14/2022 – 05/13/2022 (8 wks)* **Note: Agency Review for Building completion could range from 8 up to 16 weeks potentially completing as late as 07/08/2022.*
Bid Support (Site)	04/01/2022 – 5/31/2022	04/19/2022 – 05/19/2022 (4 wks)
Bid Support (Building)	Same as Above	05/26/2022 – 6/30/2022 (5 wks)** ***Note: beginning of Bid Suport phase could range from 05/26/2022 to 07/21/2022 depending on when Agency Review phase completes.*
Construction Administration (Site)	17 months	Start Late May 2022
Construction Administration (Bldg)	Same as Above	Start Mid May 2023

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FEE AMENDMENT

Basic Services	Current (Amend #1)	Adjustments (Amend #2)	Revised
Programming & Concept Design	$ 372,030.00	$ 0.00	$ 372,030.00
Schematic Design	$ 655,750.00	$ 0.00	$ 655,750.00
Design Development	$ 1,160,355.00	$ 42,940.00	$ 1,203,295.00
Construction Documents	$ 1,330,299.00	$ 52,480.00	$ 1,382,779.00
Agency Review	$ 170,605.00	$ 35,100.00	$ 205,705.00
Bid Support	$ 39,369.00	$ 28,520.00	$ 67,889.00
TOTALS	**$ 3,728,408.00**	**$ 159,040.00**	**$ 3,887,448.00**

Future Services	Current (Amend #1)	Adjustments (Amend #2)	Revised
Construction Administration	$ 799,548.00	$ 55,880.00	$ 855,428.00
TOTALS	**$ 799,548.00**	**$ 55,880.00**	**$ 855,428.00**

PHASE-BY-PHASE AMENDED SCOPE DESCRIPTION:

- Design Development:
  - Initial division of facility design and drawing set into site and building packages.
  - Preliminary permit review agency coordination of site and building package approach and strategy
  - Coordination and sequencing with TRPA for a single permit approval that overlaps two construction packages.
  - Additional effort associated with utility routing and path of travel coordination between phases.
- Construction Documents:
  - Final coordination of site and building packages in preparation for permit review
  - Separate project specification packages for site and building packages
  - Coordination of City's front-end bid documents for site and building packages
  - Additional Civil Engineering efforts associated with final paving/sidewalks to be included as part of building package scope.
  - Utility coordination associated with maintaining existing operations through phased development until permanent switch over can occur.
- Agency Review
  - Separate building department permit submittals for site and building packages
  - Separate permit agency coordination and plan-check responses for site and building packages
- Bidding
  - Additional project bid for two separate bid packages
    - Additional pre-bid meeting(s)
    - Additional RFI period
    - Additional Addenda issuance
    - Additional Bid opening
    - Additional Review of bids
- Construction Administration
  - Additional Construction Administration over revised construction duration.
  - Construction Administration of two separate contracts for construction.
  - Team remobilization for phase 2 construction.
  - Project Closeout of two separate contracts for construction.

AMENDED DESIGN TEAM PHASE 1 FEES (PRIOR TO CONSTRUCTION ADMINISTRATION):

- **Architectural:**
  - Design Development Phase: $ 37,400
  - Construction Document Phase: $ 39,400
  - Agency Review $ 24,000
  - Bid $ 25,000
  - **Sub Total: $125,800**
- **Structural:**
  - Design Development Phase: $12,000
  - Construction Document Phase: $ 5,000
  - **Sub Total: $17,000**
- **Civil/Site:**
  - Design Development Phase: $ 8,000
  - Construction Document Phase: $20,000
  - Agency Review $10,000
  - Bid $ 2,000
  - **Sub Total: $40,000**
- **Electrical/Lighting/Low Voltage:**
  - Design Development Phase: $ 4,500
  - Construction Document Phase: $ 4,900
  - Agency Review Phase $ 1,100
  - Bid $ 900
  - **Sub Total: $11,400**
- **Mechanical/Plumbing/Fire Protection:**
  - Design Development Phase: $ 4,340
  - Construction Document Phase: $ 4,960
  - Bid $ 620
  - **Sub Total: $ 9,920**
- **Cost Estimating (Credit for Deletion of Cost Estimating Services)***:**
  - Design Development Phase: ($23,300)
  - Construction Document Phase: ($21,780)
  - **Sub Total: ($ 45,080)**

  ***Note: Design team will coordinate cost estimates with City's Construction Manager.

TOTAL AMENDED DESIGN TEAM PHASE 1 FEES:

- Design Development Phase $42,940
- Construction Document Phase $52,480
- Agency Review Phase $35,100
- Bid Phase $28,520

Total Additional Phase 1 Fee**: $159,040**

****Note, there has been no change to scope or fee for the following consultants:

- Landscape Design
- Pool Design
- LEED Consultant

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CONSTRUCTION ADMINISTRATION

We understand the City/client has chosen to approve construction administration services and fees at a later date as the project progresses.

CA Phase Fee Adjustment:	**$55,880**

Total CA Phase Fee:

Current CA Fee (Amend. #1):	$799,548
CA Phase Fee Adjustment (Amend. #4):	$55,880
Total:	**$855,428**

Phased Fee Breakdown by Construction Phase:

Site (Phase 1)	20%	$171,086
Building (Phase 2)	80%	$684,342
Total:		**$855,428**

ASSUMPTIONS/RECOMMENDATIONS:

- We recommend that the site development package be completed and the site GC as-built and survey phase 1 site work so that this information may be provided to the GC who is selected to perform the building phase of the project.
- Each phase of construction to be bid as separate public bid.
- Given the approximate one-year time delay between commencement of initial site construction and construction on the building portion of the project, it is possible that the CPT may experience some staffing transition(s) or have other reasoning for making changes to the design. Our team will continue to respond to meet your goals and vision. We would like to clarify that in circumstances like this, design revisions after the project is permitted and bid would be performed on an additional-services basis and would have schedule, and likely cost, impacts to the project.

CONTRACT NOTE:

Other than the revised scope and fees as outlined above, nothing in this Amendment is intended to amend or revise any of the contract provisions for the executed Professional Services Agreement.

Please review and let me know if you have any questions. We would be happy to walk you through this proposal and answer any questions you may have.

Sincerely:

Chris Vicencio, Partner, C26985
JK Architecture Engineering

Approved:

9/13/2021

Client Date

Tamara Wallace, Mayor, City of South Lake Tahoe

Print Name/Title

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JK ARCHITECTURE ENGINEERING

LETTER OF AUTHORIZATION TO PROCEED
Contract Amendment 04 – Additional Survey and Backup Generator System Design

DATE: ~~August 4, 2021~~ Revised August 19, 2021
CLIENT: City of South Lake Tahoe
JOB#: 20-370
PROJECT: Recreation Center

Please find herein our proposed contract amendment for additional Architecture & Engineering of Emergency Backup Generator System at Client request and Supplemental Services for Topographic Survey.

PROJECT AMENDMENT
In accordance with the Professional Services Agreement for the above-mentioned project, dated July 28, 2020, this Letter of Authorization to Proceed confirms the following amendment to the contract:

Contract Amendment 04: Architecture & Engineering of Emergency Backup Generator System and Supplemental Services for Topographic Survey.

Schedule: The amended schedule as shown in Contract Amendment #02 governs with no additional schedule modifications for Contract Amendment #04.

FEE AMENDMENT

Basic Services	Current (Amend #1)	Adjustments (Amend #4)	Revised
Programming & Concept Design	$ 372,030.00	$ 0.00	$ 372,030.00
Schematic Design	$ 655,750.00	$ 0.00	$ 655,750.00
Design Development	$ 1,160,355.00	$ 30,767.00	$ 1,191,122.00
Construction Documents	$ 1,330,299.00	$ 3,200.00	$ 1,333,499.00
Agency Review	$ 170,605.00	$ 0.00	$ 170,605.00
Bid Support	$ 39,369.00	$ 0.00	$ 39,369.00
TOTALS	**$ 3,728,408.00**	**$ 33,967.00**	**$ 3,762,375.00**

Future Services	Current (amend #1)	Adjustments (Amend #4)	Revised
Construction Administration	$ 799,548.00	$ 1,600.00	$ 801,148.00
TOTALS	**$ 799,548.00**	**$ 1,600.00**	**$ 801,148.00**

PHASE-BY-PHASE AMENDED SCOPE DESCRIPTION:

- Design Development – $30,767 increase
  - DD level development of Emergency Backup Generator design at Client request $3,200
  - Topographic Survey (1 site) $27,567
    - The design team, as a convenience for the City, took on the supplemental services scope of work and fees under our contractual services agreement with the City. The City traditionally would contract directly with the consultants for these services. The original budget allocation for Topographic Survey was $19,080. The actual costs for topographic survey are $46,647. This results in a delta of $27,567. See attached add-services requests from the surveyor/Psomas (Exhibit A). As the additional survey information will be required for the execution of the project design and permitting, the design team has included in this amendment proposal the additional topographic survey costs. Note that no

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design-team markup has been added to this additional fee. To be invoiced 100% in early design development phase once complete.
    - See Exhibit B for overlay of topographic surveys described in this proposal.
- Construction Documents - $3,200 increase
    - CD level development of Emergency Backup Generator design
- Construction Administration - $1,600 increase
    - Additional Construction Administration of Emergency Backup Generator System
    - We understand the City/Client has chosen to approve construction administration services and fees at a later date as the project progresses.

Construction Administration Phased Fee Breakdown

Site (Phase 1)	*20%*	*$160,230*
Building (Phase 2)	*80%*	*$640,918*
Total:	*100%*	*$801,148*

CONTRACT NOTE:
Other than the revised scope and fees as outlined above, nothing in this Amendment is intended to amend or revise any of the contract provisions for the executed Professional Services Agreement.

Please review and let me know if you have any questions. We would be happy to walk you through this proposal and answer any questions you may have.

Sincerely:

Chris Vicencio, Partner, C26985
JK Architecture Engineering

Approved:

9/13/2021

Client Date

Tamara Wallace, Mayor, City of South Lake Tahoe

Print Name/Title

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Exhibit A

JK ARCHITECTURE ENGINEERING

LETTER OF AUTHORIZATION TO PROCEED
Contract Amendment 001 – Expanded Topographic Surveying & Mapping

Date: December 3,2020

Client: JK Architecture Engineering
11661 Blocker Drive, Suite 220
Auburn, CA 95603

Consultant: Psomas
11661 Blocker Drive, Suite 200
Auburn, CA 95603

Attention: Lester Carter

Project: City of South Lake Tahoe
Recreation Aquatic Center

Project #: 20-370

Services to be Provided: Contract Amendment 001 – Expanded Topographic Surveying & Mapping
Expanded site area for topographic surveying and mapping per the attached email communication.

	Original Contract Amount	*Adjustments*	*Revised Contract*
Schematic Design	$ 24,150.00	$ 4,384.00	$ 28,534.00
TOTAL	$ 24,150.00	$ 4,384.00	**$ 28,534.00**

This Letter of Authorization to Proceed confirms our agreement for services and constitutes an understanding of the work to be accomplished. If you do not concur with this Letter of Authorization to Proceed, JK Architecture Engineering should be notified immediately.

JK Architecture Engineering

Chris Vicencio, Partner
License C26985

Acknowledged by:

Signature

Dan Forgey, Vice President
Printed Name & Title

12-4-2020
Date

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Anda Grenfell

From: Lester Carter <lester.carter@psomas.com>
Sent: Friday, October 30, 2020 1:13 PM
To: Anda Grenfell; David Vagg; Chris Vicencio
Cc: Ruth Smith
Subject: Additional Services Request for SLT Rec Center (6JKA020100)
Attachments: RE: SLT Rec Center Topo and Mapping; RE: SLT Rec Center Surveying; Psomas No. 6JKA010200

Anda, David, Chris:

Per my conversation with Anda earlier today, I am forwarding a request for a budget amendment for "Additional Services" to our Contract with JKAE for topographic surveying and mapping of the area bounded in red in image below. Per my conversation and email with David on 10/15/20, Psomas was requested to include this area in our topographic mapping. This area in red, was in addition to the green bounded area which was the topo/mapping area finalized per our original scope of work. I have provided an itemized summary of the charges for the additional services below:

- Field Survey Crew: 12 Hrs at $268/Hr. = $ 3,216.00 Field Crew for full Topo of the add'l area requested – straight time, no OT billed.
- PM/PLS Coordination: 4 Hrs at $182/Hr. = $ 728.00 Les time for coordination with JKAE and Field Crew.
- CAD Mapping Tech: 4 Hrs at $110/Hr. = $ 440.00 CAD drafting time to incorporate area into Topo Mapping.

Total Add'l services: $ 4,384.00

Please let me know if I need to prepare a formal Memo for this or if any additional information would be helpful to substantiate this request.

Thank You,

Les Carter Jr., PLS
Project Manager
PSOMAS
C: 805-503-3632

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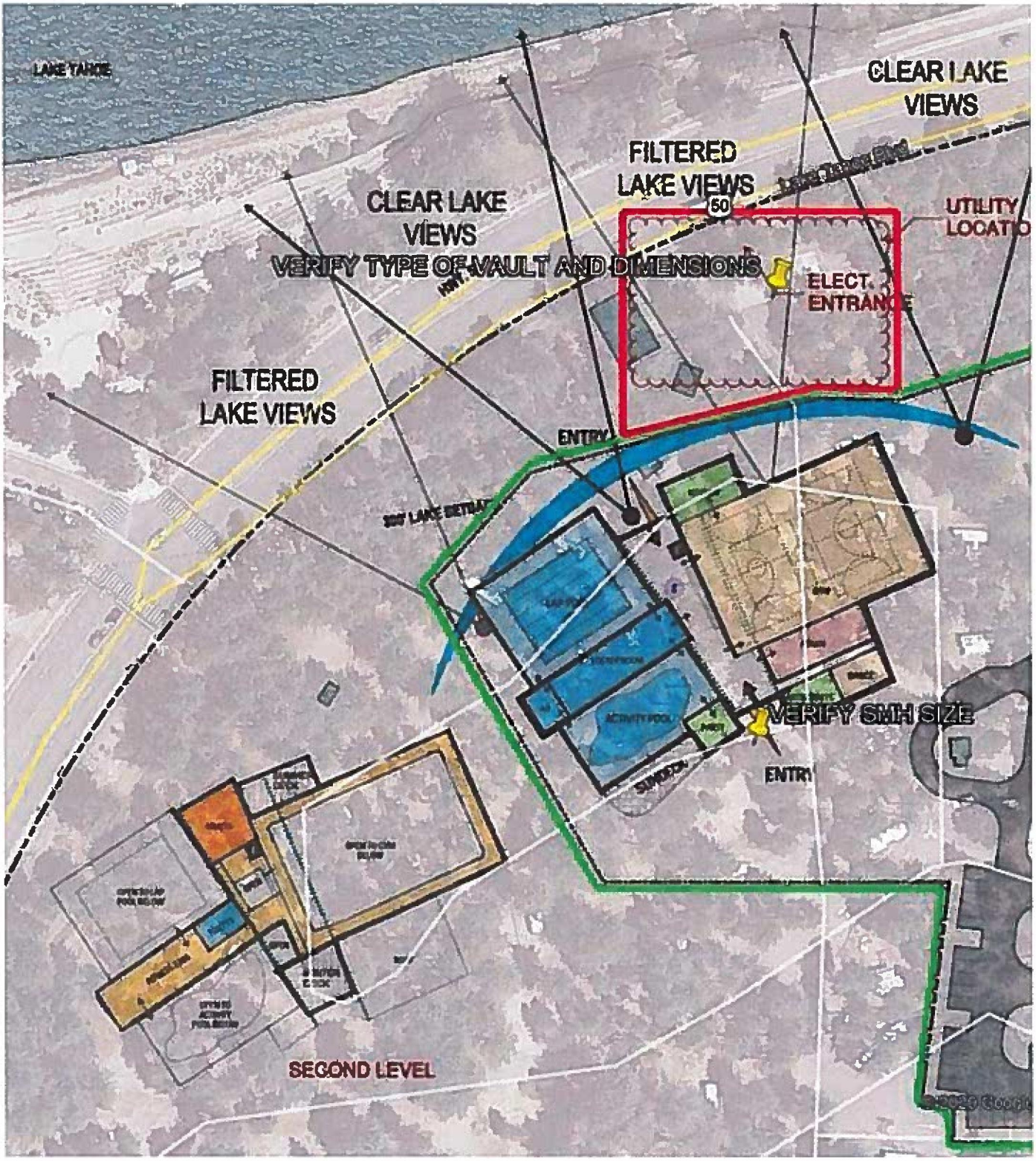

Lester E. "Les" Carter Jr., PLS
PSOMAS | Balancing the Natural and Built Environment
Project Manager
Land Surveying & Mapping
11661 Blocker Drive #200
Auburn, CA 95603
Cell: 805.503.3632
www.Psomas.com

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JK ARCHITECTURE ENGINEERING

LETTER OF AUTHORIZATION TO PROCEED
Contract Amendment 002 – Expanded Topographic Surveying & Mapping

Date: January 5, 2021

Client: JK Architecture Engineering
11661 Blocker Drive, Suite 220
Auburn, CA 95603

Consultant: Psomas
11661 Blocker Drive, Suite 200
Auburn, CA 95603

Attention: Lester Carter

Project: City of South Lake Tahoe
Recreation Aquatic Center

Project #: 20-370

Services to be Provided: Contract Amendment 002 – Expanded Topographic Surveying & Mapping
Expanded site area for topographic surveying and mapping per the attached email communication.

	Contract Amount	*Adjustments*	*Revised Contract*
Schematic Design	$ 28,534.00	$11,900.00	$ 40,434.00
TOTAL	$ 28,534.00	$11,900.00	**$ 40,434.00**

This Letter of Authorization to Proceed confirms our agreement for services and constitutes an understanding of the work to be accomplished. If you do not concur with this Letter of Authorization to Proceed, JK Architecture Engineering should be notified immediately.

JK Architecture Engineering

Chris Vicencio, Partner
License C26985

Acknowledged by:

Signature

Dan Forgey, Vice President
Printed Name & Title

1-6-2021
Date

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Anda Grenfell

From: Lester Carter <lester.carter@psomas.com>
Sent: Wednesday, December 23, 2020 12:27 PM
To: Anda Grenfell; Ruth Smith
Cc: David Vagg; Chris Vicencio; Carla Sammis
Subject: RE: So. Lake Tahoe Rec Center - Psomas Budget Amendment Request for SMH locations/IE's and Additional Topo areas (6JKA010200)
Attachments: 6JKA010200-Report-LaborHoursDollars-To Date-122320.xlsx

Hello Anda:

Ruth just advised me that JKAE offices will be closed starting tomorrow? The final amount I am requesting for Amendment No. 2 is: $11,900.19, please see the image below. This is somewhat less that my initial estimate for the additional Work,
But about $ 1,900 more than the lower estimate I had provided. This ($11,900) reflects all remaining (unbilled) labor charges. All the field and office work is complete and I will be sending Carla, David and Brennan a download link this afternoon.

Thank You!

Lester E. "Les" Carter Jr., PLS
P S O M A S | Balancing the Natural and Built Environment
Project Manager
Land Surveying & Mapping
11661 Blocker Drive #200
Auburn, CA 95603
Cell: 805.503.3632
www.Psomas.com

DocuSign Envelope ID: C7864012-D0DE-4640-96CF-F438918CE3D2

PSOMAS

Balancing the Natural and Built Environment

May 11, 2021

Carla Sammis, P.E.
Associate Principal, Sr. Civil Engineer
JK Architecture-Engineering
11661 Blocker Drive, Suite 220
Auburn, CA 95603

Email: Carla@jkaedesign.com
Office: 530-583-9222
Direct: 530-489-8016
P21-0098 // Ref No. 6JKA010200

Subject: Proposal for Additional Topographic Survey for So. Lake Tahoe Recreation Center

Carla:

Per your request I have prepared this proposal for Psomas to perform a topographic design survey for the subject project as shown in the attached Exhibit A, and in accordance with the following scope of work and specifications.

All Field Surveying will conform to the following scope of work and specifications and will cover the survey limits shown on Exhibit "A". The survey limits were established per your email and attachments, dated May 4th, 2021.

SCOPE OF WORK:

Psomas will prepare a topographic map of the subject project area at a scale 1"=10' to be compatible with previous topographic mapping of the area by Psomas, showing 1-foot contours of the Survey Limits as shown on Attachment A, and in accordance with the following specifications:

- Recover horizontal and vertical survey control. Establish supplemental Survey Control as needed for the additional area to be surveyed. Horizontal Control will be NAD83 Zone II, 2011 Epoch using CSDS VSN GPS. Vertical Control shall be per NAVD88 Datum.
- The Topographic Map will show the following features:
    - Trees greater than 6" diameter (DBH) within the Survey Limits will be tagged. Drip lines of trees will not be plotted to their actual radius but the tree diameter (DBH) and species will be noted.
    - Existing improvements to include: Buildings, paved roadways, walk paths, parking areas, fencing, walls, lighting and any overhead electrical wires.
    - Rim, grate and invert elevations of manholes, clean-outs and storm drain inlets.
    - Visible surface evidence of utilities, drainage features, utilities to include but not limited to: Water meters, valves, electrical pull boxes, underground utility markings.

DELIVERABLES:

Psomas will provide updated copies of the following:

- AutoCAD .DWG file of the updated Site Topo, showing the additional field survey area incorporated into the previous topographic mapping submitted to JKAE.
- XML/DTM file with updated contours based on merged surfaces.

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- .PDF file of the updated compiled Topographic Mapping
- .CSV coordinate point file of the site control and located features.

PROPOSED SCHEDULE:
Psomas will plan to begin work within 7 working days of receipt of signed work authorization. To help expedite turn around of the additional Topo, I am proposing that we perform the field work in one extended (12 Hr.) field day, as noted in Option 1 below. We would need authorization for overtime for our Field Crew. If over-time is not authorized, we can complete the Survey in two standard 8 Hr. working days. I have provided fee estimates for both options.

The preliminary Topographic Map will be submitted to JKAE for review and comments within 5 working days of completion of field work. The final Topographic Map will be submitted to JKAE within 3 working days of receiving review comments back from JKAE.

FEE:
Compensation for the above surveying services will be billed on an Hourly, Time and Materials basis, plus the direct cost of printing, plotting and delivery services, if any are required; per Psomas' current rate schedule and will not be exceeded without prior written authorization from client.

OPTION 1: One Extended (12 Hr.) Field Day w/ OT:

- Topographic Field Survey..... $ 3,967.00
  - Field Contingency ..... $ 426.00
- PM/PLS; CAD Tech Mapping..... $ 1,820.00

Total:... $ 6,213.00

OPTION 2: Two standard 8 Hr. Field Days w/ No OT:

- Topographic Field Survey..... $ 4,544.00
  - Field Contingency ..... $ 284.00
- PM/PLS; CAD Tech Mapping..... $ 1,820.00

Total:... $ 6,648.00

The total amount obligated under the Agreement for the above services shall not exceed the amount per the Option selected by JKAE. Payment will be made to **PSOMAS** within 30 days of **JKAE's** receipt of an invoice.

Please feel free to contact me via voice or text at 805-503-3632 or by email at lester.carter@psomas.com with any questions, or if additional information would be helpful.

Sincerely,
PSOMAS

Lester E. Carter Jr., PLS
Project Manager

11661 Blocker Dr., Suite 200
Auburn, CA 95603

Tel 530.885.7072
www.Psomas.com

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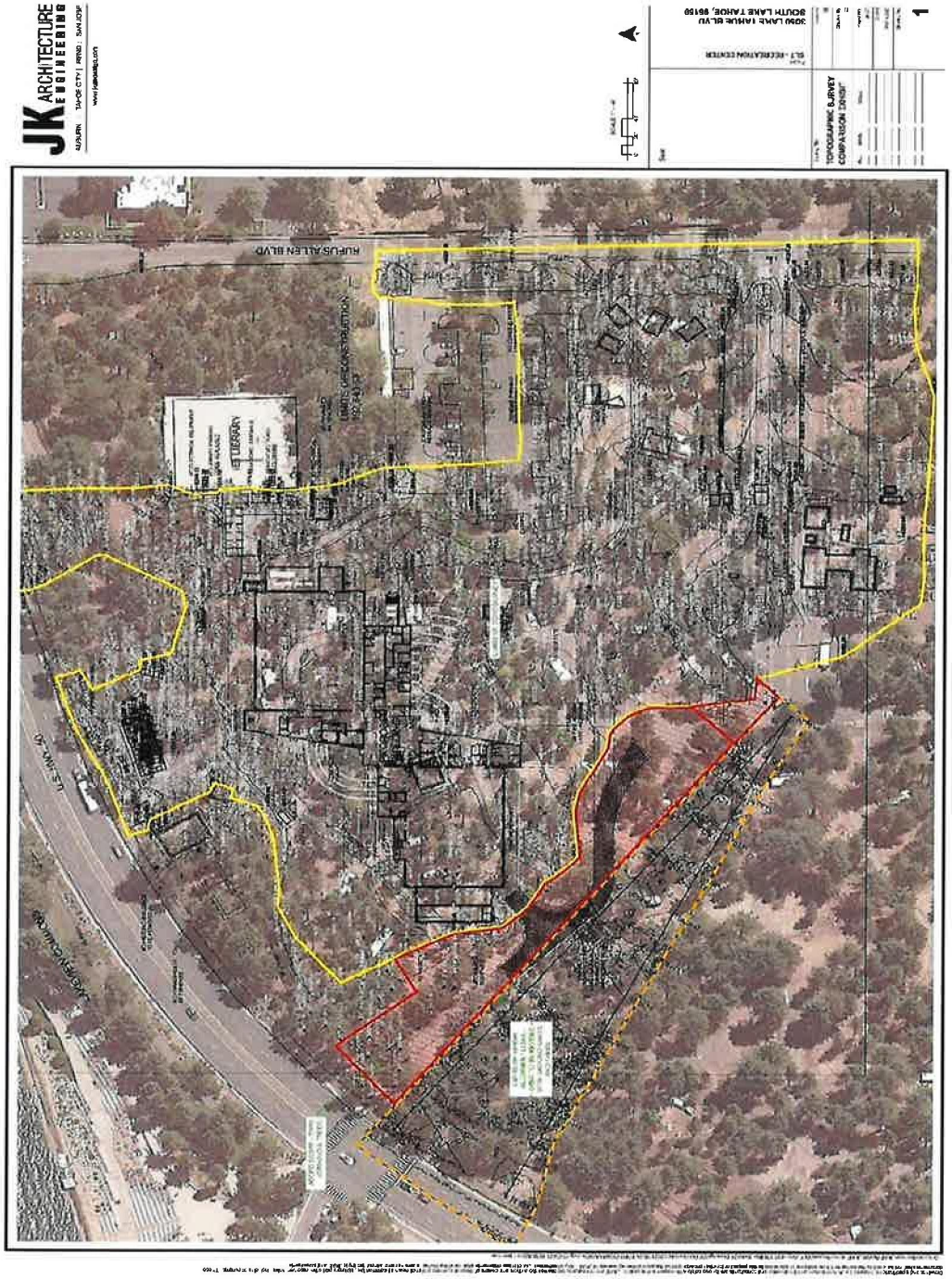
South Lake Tahoe Recreation Center
EXHIBIT "A"
SURVEY LIMITS FOR ADDITIONAL TOPOGRAPHIC MAPPING
("Area bounded in RED" in Exhibit below")



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DocuSign Envelope ID: C7864012-D0DE-4640-96CF-F438918CE3D2

EXHIBIT B

AMENDMENT 3 - SCOPE OF WORK AS SHOWN ON " EXHIBIT "A" OF SERVICE AGREEMENT DATED 5/11/2021

AMENDMENT 2 - SCOPE OF WORK AS SHOWN ON SERVICE AGREEMENT DATED 1/5/2021

ORIGINAL - SCOPE OF WORK AS SHOWN ON EXHIBIT "A" OF SERVICE AGREEMENT DATED 9/24/2020

AMENDMENT 1 - SCOPE OF WORK AS SHOWN ON SERVICE AGREEMENT DATED 12/3/2020

EX. SERVICE TO REC CENTER
8" FIRE
3" DOMESTIC
6" SEWER
LATERAL LOCATIONS
UNKNOWN

LEGEND:

- APPROXIMATE LIMITS OF ORIGINAL SCOPE FOR TOPOGRAPHIC SURVEY, DATED 9/24/2020
- APPROXIMATE LIMITS OF AMENDMENT 1 SCOPE FOR ADDITIONAL TOPOGRAPHIC SURVEY, DATED 12/3/2020
- APPROXIMATE LIMITS OF AMENDMENT 2 SCOPE FOR ADDITIONAL TOPOGRAPHIC SURVEY, DATED 1/5/2021
- APPROXIMATE LIMITS OF AMENDMENT 3 SCOPE FOR ADDITIONAL TOPOGRAPHIC SURVEY, DATED 5/11/2021

SCALE: 1" = 60'

0' 30' 60' 120'

N

AUGUST 4, 2021

TOPOGRAPHIC SURVEY
SCOPE COMPARISON

AMENDMENT NO. 5 TO PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement C-084-2020 entered into on July 28, 2020, between the City of South Lake Tahoe, a municipal corporation ("CITY") and **JK Architectural Engineering (JKAE)** ("CONSULTANT") is hereby amended as set forth below.

The terms of the Professional Services Agreement are hereby amended to read as follows:

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated July 28, 2020, this Amendment to the Agreement adds the work described within **Exhibit A "Compensation Schedule"**, attached hereto and incorporated herein by reference, is hereby amended to include the additional fees and compensation included with **Exhibit A, Amendment No. 5** to the Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of this Agreement and shall continue until all authorized work is approved by City. All such work shall be completed not later than May, 2025. Time is of the essence, and failure of Consultant to perform the services required by this Agreement, as amended, by May 2025 shall constitute a material breach of this Agreement as amended.

3. Compensation. Compensation to be paid to the Consultant, as defined within the original Agreement is hereby increased with this **Amendment No. 5** by the sum of **$855,428.00** as described within **Exhibit A** attached hereto**.** In no case shall Consultant compensation for work completed under this Agreement exceed the amended Agreement amount of **$3,921,415** plus the additional fee of **$885,428.00** for an amended total fee of **$4,776,843** without written authorization from the City. Payment by the City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE

By: Devin Middlebrook (Jun 27, 2022 10:10 PDT) Jun 27, 2022
Devin Middlebrook, Mayor

CONSULTANT

By: Jordan Knighton Jul 1, 2022
Jordan Knighton (Jul 1, 2022 13:06 PDT)
Jordan Knighton
Partner JKAE
Business License # 008282

APPROVED AS TO FORM:

Heather Stroud (Jun 27, 2022 08:29 PDT)
Heather Stroud, City Attorney

ATTEST:

Sue Blankenship (Jun 24, 2022 08:09 PDT) Jun 24, 2022
Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

JK ARCHITECTURE ENGINEERING

LETTER OF AUTHORIZATION TO PROCEED
Contract Amendment 05 – Construction Administration Services

DATE: March 21, 2022
CLIENT: City of South Lake Tahoe, Attn. Jim Marino
JOB#: 20-370
PROJECT: Recreation Center

PROJECT AMENDMENT
In accordance with the Professional Services Agreement for the above-mentioned project, dated July 28, 2020, and previous project amendments, this Letter of Authorization to Proceed confirms the following amendment to the contract:

Contract Amendment 05 – Construction Administration Services:
Construction Administration support and services as outlined in Prime Agreement (attached Exhibit A) and subsequent contract amendments based on previously-authorized scope changes and fee increases. This amendment is not a scope change, but rather our formal request for authorization of the Construction Administration phase fee. This fee is broken up below into phase 1 and phase 2 allocations. Only the phase 1 fee would be utilized for Spring/Summer/Fall 2022 construction administration support. The overall combined Construction Administration fee has not changed from what is shown, but not yet authorized, in the Prime Agreement (attached Exhibit A).

FEE AMENDMENT

Services	Current *(Includes Amends 1-4)*	Adjustments	Revised
Programming & Concept Design	$ 372,030.00	-	$ 372,030.00
Schematic Design	$ 655,750.00	-	$ 655,750.00
Design Development	$ 1,234,062.00	-	$ 1,234,062.00
Construction Documents	$ 1,385,979.00	-	$ 1,385,979.00
Agency Review	$ 205,705.00	-	$ 205,705.00
Bid Support	$ 67,889.00	-	$ 67,889.00
Add Service 01: LEED IP	$ 8,800.00	-	$ 8,800.00
Amendment 05: Construction Administration	*$ 00.00*	*$ 855,428.00*	*$ 855,428.00*
20% - Site (Phase 1)		*$ 171,085.60*	*$ 171,085.60*
80% - Building (Phase 2)		*$ 684,342.40*	*$ 684,342.40*
TOTALS	**$ 3,930,215.00**	**$ 855,428.00**	**$ 4,785,643.00**

CONTRACT NOTE:
Other than the revised scope and fees as outlined above, nothing in this Amendment is intended to amend or revise any of the contract provisions for the executed Professional Services Agreement.

Please review and let me know if you have any questions.

Sincerely:

Chris Vicencio, Partner, C26985
JK Architecture Engineering

Approved:

Devin Middlebrook (Jun 27, 2022 10:10 PDT) Jun 27, 2022

Client Date

Devin Middlebrook, Mayor

Print Name/Title

C-106-2022 Jordan Knight Architects

Final Audit Report 2022-07-01

Created:	2022-06-23
By:	jo Mcdonough (jmcdonough@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAALNFT9Z-z6XdsdaXhBFMDSWDo_FXCfzo

"C-106-2022 Jordan Knight Architects" History

Document created by jo Mcdonough (jmcdonough@cityofslt.us)
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2022-06-24 - 0:02:09 AM GMT

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Signature Date: 2022-06-24 - 3:09:31 PM GMT - Time Source: server- IP address: 128.92.136.146

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2022-06-24 - 3:09:34 PM GMT

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2022-06-27 - 5:10:20 PM GMT- IP address: 66.189.255.213

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Email viewed by jordan@jkaedesign.com

2022-07-01 - 4:27:56 PM GMT- IP address: 104.220.121.104

Document e-signed by Jordan Knighton (jordan@jkaedesign.com)

Signature Date: 2022-07-01 - 8:06:37 PM GMT - Time Source: server- IP address: 104.220.4.87

Agreement completed.

2022-07-01 - 8:06:37 PM GMT

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 14, 2023
Agenda Item #: 20

Agenda Item: Agreement with Lake Tahoe Community College for No-Cost Loan of City-Owned Tahoe Regional Planning Agency Development Rights for Student Housing

Executive Summary: LTCC proposes to develop a 33-unit, 100-bed facility deed-restricted for low-income and very-low income students enrolled full-time at LTCC, with one resident director office/apartment. 41 Tahoe Regional Planning Agency (TRPA) residential units of use (RUUs) are needed for the Project. TRPA, the City, and LTCC have agreed that LTCC may borrow 21 RUUs from the City for the Project, which would be transferred back to the City upon adoption of the proposed Mid Town Area Plan, which is anticipated to raise or remove the cap on the number of residential bonus units available for qualifying affordable housing projects.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute an agreement with Lake Tahoe Community College to loan at no cost 21 multi-family residential units of use for a 33 unit/100 bed student housing project.
CEQA Determination: The Project is identified in the LTCC Facilities Master Plan, for which LTCC prepared an Initial Study/Mitigated Negative Declaration under the California Environmental Quality Act (CEQA) (State Clearinghouse #2021040192) which was adopted by the LTCC District Board of Trustees on May 25, 2021. This action is within the scope of the IS/MND and no further environmental review is required under CEQA Guidelines section 15162.
Responsible Staff Member: Hilary Roverud, Director of Development Services

Responsible Staff Member: Hilary Roverud, Director of Development Services

Reviewed and Approved By:
Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance
Heather Stroud, City Attorney

Attachments:

01-Staff Report - LTCC Agreement.docx
02-Agreement to Loan Development Rights to LTCC

City of South Lake Tahoe
Report to **City Council**

Meeting Date: March 14, 2023

Title: Agreement with Lake Tahoe Community College to Transfer Development Rights for Student Housing

Location: 1 College Drive (APN 025-041-023)

Responsible Staff Member: Hilary Roverud, Director of Development Services

Background: Lake Tahoe Community College (LTCC) currently serves approximately 3,000 students, providing educational opportunities to earn associate degrees, associate degrees for transfer to four-year institutions, as well as certificates of achievement and employable skills certificates to prepare students for employment and career opportunities and growth. LTCC also provides a multitude of student support services, childcare and youth programs, career and technical education programs, athletic programs and community education programs.

The challenges with housing affordability and availability in South Lake Tahoe are also faced by LTCC students. Housing security is an important basic need for student academic success. Since 2019, LTCC has provided housing for 31 full-time students through a master lease in an off-campus apartment building. LTCC has also been studying options to provide on-campus student housing as a key strategy in developing facilities to support low-income students.

In June 2022 the California legislature approved $1.4 billion to fund student housing projects at 26 public colleges and universities, including $39 million to support a 100-bed LTCC student housing project. A condition of the funding is that the project be deed restricted to provide housing for low- and very low-income students.

As a “school building” defined in CA Education Code 81130.5 the project is subject to approval and inspection by the Division of the State Architect (DSA) and exempt from local jurisdiction zoning and building permitting.

Issue and Discussion:

Construction of each new housing units requires an allocation of a residential unit of use (RUU) or a Bonus Unit for qualifying affordable housing units. The LTCC campus and proposed location of the student housing project is within the boundaries of the Bijou/Al Tahoe Community Plan Town Center District. The Bijou/Al Tahoe Community Plan was adopted by the City and Tahoe Regional Planning Agency (TRPA) in 1995 and includes a 20-unit cap on the number of bonus units that could be utilized in the Community Plan area. The City has committed to developing the Mid-Town Area Plan, which would replace the Bijou/Al Tahoe Community Plan as the comprehensive land use and zoning plan for the area. Included in that

effort, the City intends to propose removal of the bonus unit allocation cap. Upon completion, the Mid-Town Area Plan will require approval by the City Council and TRPA Governing Board.

As a deed restricted affordable housing project, the LTCC student housing project would require an assignment of 41 residential bonus units from TRPA. At their March 2023 meeting, it is anticipated that the TRPA Governing Board will consider approval of the project along with an allocation of 20 bonus units. TRPA staff is also proposing a reservation of an additional 21 bonus units for the project for four years and be available to the project if the current cap is removed.

As an interim solution to acquiring the needed development rights, LTCC has requested that the City provide support to the project in the form of 21 residential units of use (RUUs) to allow the project to begin construction in 2023. If approved, the proposed agreement would authorize the City to transfer 21 RUUs to the student housing project and require them to be transferred back to the City upon adoption of the Mid-Town Area Plan and removal of the bonus unit allocation cap. At that time, TRPA will be able to allocate the additional 21 bonus units to the project and LTCC would transfer the RUUs back to the City.

If approved, the City would convert 14 Tourist Accommodation Units (TAUs) at the TRPA adopted ratio of 1:1.5 to create 21 RUUs that would be utilized to fulfill this agreement. The City currently has 136 TAUs banked from past projects and exchanges.

Financial Implications: Based on the most recent appraisal, the current market value of the 21 RUUs is $315,000 ($15,000 each). City Council Resolution 2022-051 authorizes the distribution of development rights at one third the appraised market value, which is $5,000 for each RUU. The proposed agreement obligates LTCC to transfer the RUUs back to the City or pay the City the appraised value of the RUUs at the time of payment. The term of the agreement is for four years but can be extended upon mutual agreement by both parties.

Environmental Considerations: The Project is identified in the LTCC Facilities Master Plan, for which LTCC prepared an Initial Study/Mitigated Negative Declaration under the California Environmental Quality Act (CEQA) (State Clearinghouse #2021040192) which was adopted by the LTCC District Board of Trustees on May 25, 2021.

Policy Implications: The proposed action is consistent with the following City General Plan Housing Element Program:

Program 2-6 STUDENT HOUSING. The City shall provide assistance to the Lake Tahoe Community College to examine the need for, and feasibility of, developing student housing. The City shall help identify opportunities for reuse of existing off campus properties as permanent student housing. The City and college shall explore alternative management solutions to minimize the role of the College in maintaining student housing.

CITY OF SOUTH LAKE TAHOE

AGREEMENT TO TRANSFER DEVELOPMENT RIGHTS

This Agreement to Transfer Development Rights ("Agreement") is made and entered into as of the 14th day of March, 2023 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and **Lake Tahoe Community College District**, a California community college district ("LTCC").

RECITALS

A. LTCC owns the real property located at 1 College Drive, South Lake Tahoe, California (Assessor Parcel No. 025-041-023) ("Property").

B. LTCC proposes to develop a 33-unit, 100-bed facility deed-restricted for low-income and very-low income students enrolled full-time at LTCC, with one resident director office/apartment ("Project"). A site plan of the Project is attached hereto as Exhibit A.

C. On June 30, 2022, the Governor signed AB 132, revising the Higher Education Student Grant Program to grant $39,369,000 to LTCC for construction of on-campus student housing, which LTCC intends to use to fund the Project.

D. LTCC is working diligently to secure all necessary entitlements for the Project including obtaining Tahoe Regional Planning Agency ("TRPA") development rights. 41 TRPA residential units of use ("RUUs") are needed for the Project. TRPA, the City, and LTCC have agreed that LTCC may borrow 21 RUUs from the City for the Project, which would be transferred back to the City upon adoption of the proposed Mid Town Area Plan (Area Plan), which is anticipated to raise or remove the cap on the number of residential bonus units available for qualifying affordable housing projects.

E. On January 23, 2023, LTCC sent a letter to the City requesting a loan from the City of 21 TRPA multi-family RUUs to assist in development of the Project, which is attached hereto as Exhibit B.

F. The Project is consistent with the City's goals to support the development of deed-restricted affordable housing. Specifically, the City General Plan Housing Element Policy 2-5 directs the City to provide assistance to LTCC to develop student and faculty housing.

G. The Project is a school building that is exempt from the City's zoning and building regulation under the Field Act, California Education Code section 81130 *et seq*.

H. The Project is identified in the LTCC Facilities Master Plan, for which LTCC prepared an Initial Study/Mitigated Negative Declaration under the California Environmental Quality Act (CEQA) (State Clearinghouse #2021040192) which was adopted by the LTCC District Board of Trustees on May 25, 2021.

AGREEMENT

1. City Obligations.
   A. After TRPA approves the Project, and prior to LTCC's commencement of construction, City agrees to loan 21 multi-family RUUs to LTCC for the Project at no cost by cooperating with LTCC to submit an application to transfer 21 multi-family RUUs to LTCC for the Project.
   B. City agrees to prepare the Area Plan application at its own cost which includes a provision to raise or eliminate the cap on residential bonus units for affordable housing projects to include the Project, and make a good faith effort to shepherd it through the City and TRPA review process to completion.

2. LTCC Obligations.
   A. Besides the Area Plan application that the City is preparing at its own cost, LTCC will obtain all necessary approvals required by any government agency having jurisdiction over the Project, at its own cost.
   B. Within 3 months after TRPA adoption of the Area Plan, LTCC will submit an application to TRPA for assignment of 21 bonus units to the Project.
   C. Within 30 days of either occurrence, LTCC will submit an application to TRPA to transfer back 21 multi-family RUUs to the City: (1) TRPA assignment of 21 bonus units to the Project following Area Plan adoption; or (2) LTCC fails to obtain all necessary approvals within the Term of this Agreement or for any other reason determines not to commence construction within the Term of this Agreement.
   D. If TRPA does not adopt the Area Plan, if the Area Plan adopted by TRPA does not raise or remove the cap on the number of residential bonus units available for the Project, or if LTCC is unable to transfer back to the City 21 multi-family RUUs for any other reason, then LTCC

will pay the City the cost of the RUUs based on the City Council commodity distribution policy at the time of payment.

3. Term. This Agreement shall expire 4 years from the date it is executed by both parties (Term), which Term may be extended by mutual agreement of both parties in writing.

4. Compliance with Laws. LTCC shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out its duties under this Agreement. LTCC shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments 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 LTCC to comply with this section.

5. Mutual Indemnification. Each Party ("Indemnifying Party") hereby agrees to and shall defend, indemnify, and hold free and harmless the other Party, its elected and appointed boards, officers, agents, employees, contractors, and volunteers ("Indemnified Parties") from and against any liability for any and all claims, demands, actions, costs, expenses, losses, damages, and liabilities, including for bodily injuries, emotional distress, property damage or wrongful death, or any other claim ("Claims") to the extent such Claim arises out of or related to the negligence, acts, or omissions of Indemnifying Party or the Indemnifying Party's elected or appointed boards, officers, agents, employees, contractors, or volunteers, except to the extent any Claims arises out of the gross negligence or willful misconduct of any of the Indemnified Parties. This provision will survive the expiration or termination of this Agreement.

6. 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 Manager
City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
City of South Lake Tahoe

1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150

If to LTCC: Superintendent/President
Lake Tahoe Community College District
One College Drive
South Lake Tahoe, CA 96150

7. Assignment and Subcontracting. Assignments of any or all rights, duties or obligations of the LTCC under this Agreement will be permitted only with the express consent of City in its sole discretion, which shall not be unreasonably withheld.

8. 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.

9. 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.

10. 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.

11. Prohibited Interests. LTCC maintains and warrants that it has not employed nor retained any consultant or person, other than the independent contractors hired in accordance with LTCC's standard business practice, to solicit or secure this Agreement. Further, LTCC 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 LTCC 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.

12. Equal Opportunity Employment. LTCC 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.

13. Americans with Disabilities Act. By signing this Agreement, LTCC 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.

14. Amendments. This Agreement may be modified or amended only by a written document executed by both LTCC and City and approved as to form by the City Attorney.

15. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

16. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and LTCC. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

17. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

18. Time is of the Essence. Time is of the essence for this Agreement.

19. Authority to Enter Agreement. LTCC has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE:

By_____

Cristi Creegan, Mayor

Date _____

LAKE TAHOE COMMUNITY COLLEGE DISTRICT:

By _____

Russi Egan,
Vice President of Administrative Services

Date _____

Business License # _____

APPROVED AS TO FORM:

By_____

Heather Stroud, City Attorney

Date _____

ATTEST:

By_____

Susan Blankenship, City Clerk

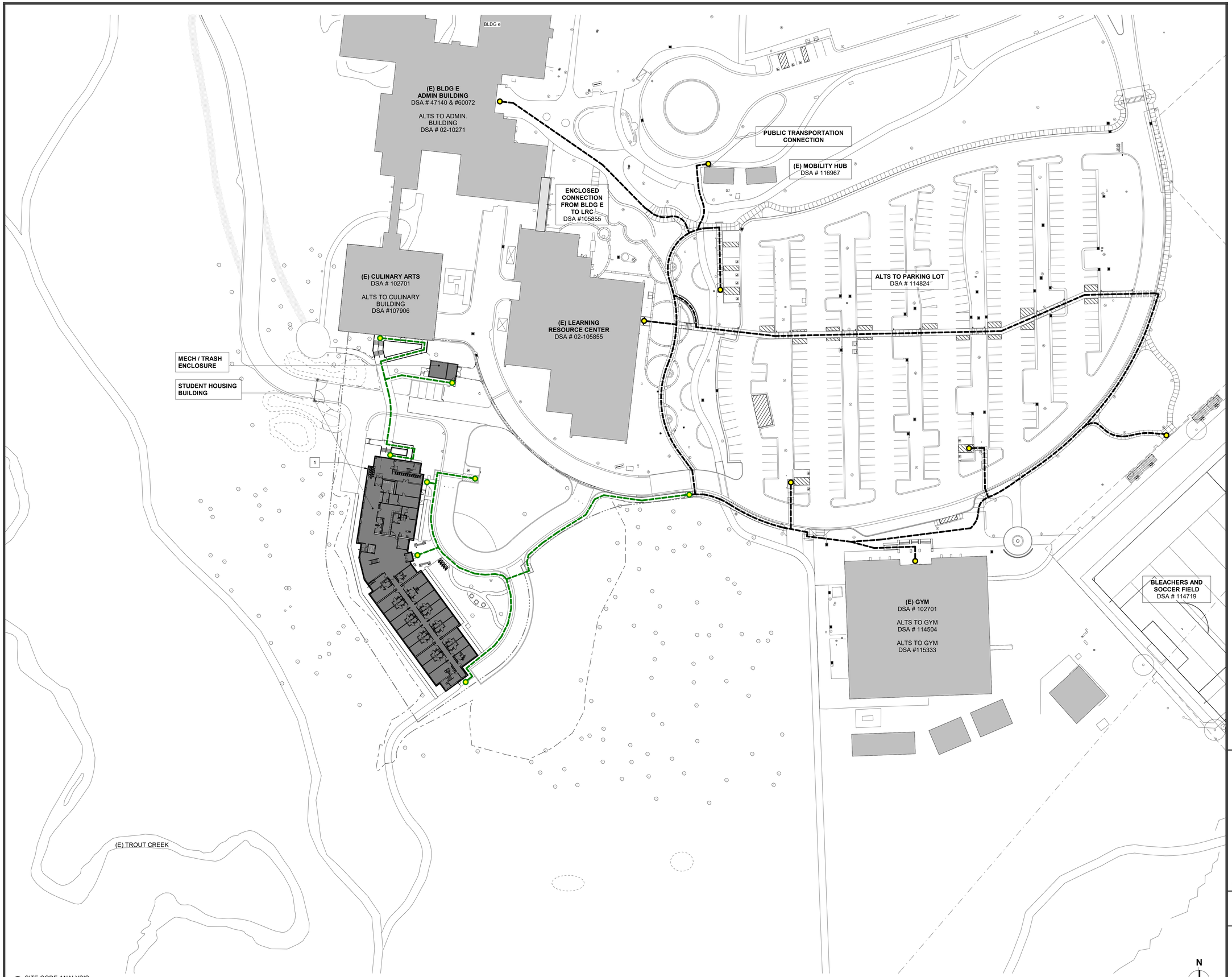
Date _____

Attachments:

Exhibit A – Site Plan
Exhibit B – Letter from LTCC to City (Jan. 23, 2023)

EXHIBIT A

Site Plan



1 SITE CODE ANALYSIS
1" = 40'-0"

JK ARCHITECTURE ENGINEERING

AUBURN | TAHOE CITY | RENO | SAN JOSE
WWW.JKAEDESIGN.COM

HANBURY

SHEET NOTE

1 STAFF BIKE PARKING SEE 32-33-13

BICYCLE PARKING

5.106.4.2.1 STUDENT BICYCLE PARKING
PROVIDED IN PER L3.01-1

5.106.4.2.2 STAFF BICYCLE PARKING
PROVIDE PERMANENT, SECURE BICYCLE PARKING CONVENIENTLY ACCESSED WITH A MINIMUM OF TWO STAFF BICYCLE PARKING SPACES PER NEW BUILDING. ACCEPTABLE BICYCLE PARKING FACILITIES SHALL BE CONVENIENT FROM THE STREET OR STAFF PARKING AREA AND SHALL MEET ONE OF THE FOLLOWING:
1. COVERED, LOCKABLE ENCLOSURES WITH PERMANENTLY ANCHORED RACKS FOR BICYCLES;
2. LOCKABLE BICYCLE ROOMS WITH PERMANENTLY ANCHORED RACKS; OR
3. LOCKABLE, PERMANENTLY ANCHORED BICYCLE LOCKERS.

PARKING CALCULATIONS

REFER TO G1.2-1 INC. 01 SITE CODE ANALYSIS

ACCESSIBLE PATH OF TRAVEL DEFINED

ACCESSIBLE PATH OF TRAVEL 4'-0" WIDE MIN. CONCRETE OR A.C. PAVED. PATH OF TRAVEL SHALL COMPLY WITH FLOOR AND GROUND SURFACES PER 11B-302, CHANGES IN LEVEL PER 11B-303 AND ACCESSIBLE ROUTES PER 11B-4022. SEE CIVIL DRAWINGS FOR ADDITIONAL INFORMATION ON MATERIAL SLOPES AN ELEVATIONS.

ACCESSIBILITY NOTES

1. PATH OF TRAVEL (P.O.T.) AS INDICATED IS A BARRIER FREE ACCESS WITHOUT ANY ABRUPT VERTICAL CHANGES EXCEEDING 1/2" BEVELED AT 1:2 MAXIMUM SLOPE. EXCEPT THAT LEVEL CHANGES DO NOT EXCEED 1/4" VERTICAL AND IS AT LEAST 48" WIDE. SURFACE IS SLIP RESISTANT, STABLE, FIRM, AND SMOOTH. CROSS-SLOPE DOES NOT EXCEED 2% AND SLOPE IN THE DIRECTION OF TRAVEL IS LESS THAN 5% UNLESS OTHERWISE INDICATED. (P.O.T.) SHALL MAINTAIN FREE OF OVERHANGING OBSTRUCTIONS TO 80" MINIMUM (1133B.8.2) AND PROTRUDING OBJECTS GREATER THAN 4" PROJECTION FROM THE WALL AND ABOVE 27" AND LESS THAN 80" (1133B.8.6.). CONTRACTOR TO VERIFY THAT ALL BARRIERS IN THE PATH OF TRAVEL HAVE BEEN REMOVED OR WILL BE REMOVED UNDER THIS PROJECT, AND PATH OF TRAVEL COMPLIES WITH CBC 1133B.

2. PROVIDE SITE DIRECTIONAL ACCESSIBLE ROUTE SIGNAGE (SDS-1) AT ALL MAJOR JUNCTIONS PER CBC SEC. 1127B.3.

LEGEND

SEE INC-01 G1.2-1 FOR ADDITIONAL INFORMATION

PROP. PATH OF TRAVEL PER ACCESSIBILITY NOTE 1

NOTE: FOR COMPREHENSIVESITE CODE ANALYSIS NOTES, REFER TO INC. 1 DRAWINGS.

SEAL

LICENSED ARCHITECT
CHRISTOPHER C. VICKERY
NO. C26985
REN. 6-30-23
STATE OF CALIFORNIA

DSA SUBMISSION - INC. 2

Project
LAKE TAHOE COMMUNITY COLLEGE
LTCC STUDENT HOUSING

Drawing Title
SITE CODE ANALYSIS - DSA INC. 2

Drawn By: Author
Checked By: Checker

NO.	DATE	ISSUE

Project No.: Z2-100
@Date: 02/01/2023

DRAWING NO.
G1.2-2

1/30/2023 5:20:41 PM Autodesk Docs://Z2-100 Lake Tahoe CCD Student Housing/Z2-100_LTCC Student Housing.rvt

EXHIBIT B

Letter from LTCC to City Dated Jan. 23, 2023

January 23, 2023

Joe Irvin, City Manager
City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

RE: Request for use of Residential Units for LTCC Student Housing Project

Dear City Manager Irvin,

In June of 2022, Lake Tahoe Community College (LTCC) was allocated $39.4 million through the 2022-23 California Budget Act to construct an on-campus student residential living facility. Through partnership with your office and the Tahoe Regional Planning Agency (TRPA), LTCC is working diligently to secure all necessary construction approvals to proceed with this project. These collaborative discussions resulted in the City of South Lake Tahoe (City) and TRPA identifying an approach to obtaining the required development rights to construct the student housing project. Consistent with that identified approach, LTCC is submitting this formal request for the City to provide residential units in support of this project, which will be transferred back to the City once the new Bijou/Al Tahoe Area Plan is adopted, and Bonus Units are assigned by TRPA to replace the residential units of use. We appreciate the City's partnership on this important project, and we look forward to bringing affordable student housing to the South Lake Tahoe community.

LTCC Student Housing Background

Housing stock and affordability in the Tahoe Basin is a major challenge for the community at large, and for LTCC students specifically. A robust body of research shows that students who are unable to meet their basic human needs for food and housing suffer academic consequences. Recognizing the link between housing security and academic success, LTCC has been working to bring affordable, on-campus student housing for nearly a decade. In 2014, LTCC formally included on campus housing in the Facilities Master Plan. Following voter approval of Measure F, LTCC conducted a feasibility study to gauge student demand for on-campus housing. In 2018, LTCC contracted with The Concourse Group to develop a residential living concept and explore project approaches. LTCC issued a Request for Interest (RFI) to determine the interest of private developers in building a housing complex on campus. Feedback from developers indicated that the cost for the project was too high and rental returns insufficient to support a public-private partnership. In 2019, LTCC entered a 5-year master lease with an off-campus apartment owner to provide 31 beds for LTCC students. While this was an important first step, the off-campus facility falls short of meeting student demand for on-campus affordable housing.

California Budget Allocation and LTCC Project

In June of 2021, Governor Newsom signed the 2021-22 California Budget Act, allocating $2 billion to the California Community Colleges, California State University, and University of California to build affordable

student housing over three years. Of that allocation, $500 million was made available to colleges for "shovel ready" projects in fiscal year 2021-22.

LTCC submitted a Student Housing Grant Application with the California Department of Finance in October of 2021, requesting just over $39 million to fund a proposed 100-bed facility to serve low-income, full-time college students. A deed restriction will be recorded, permanently restricting the use of the 100 beds for low-income or very-low-income students. The Department of Finance determined the LTCC project eligible for funding, and in June 2022, the California Legislature approved $1.4 billion to fund student housing projects at 26 public colleges and universities, including $39 million to support the LTCC student housing project. In the LTCC application, the college committed to beginning construction in summer of 2023, provided all required approvals could be issued. LTCC is working with the Division of the State Architect, TRPA, and the City to ensure timely submission and review of construction applications.

LTCC Request for Residential Bonus Units

LTCC has applied to TRPA for approval of the proposed student housing project, and the TRPA Governing Board is scheduled to review the proposed project at the March 22, 2023, meeting. As required by TRPA Code, Section 32.3.3, 41 development rights are necessary for the LTCC student housing project. To achieve the required development rights, TRPA has proposed to award 20 residential bonus units to the project and has proposed that the City support the project by transferring 21 multi-family residential units for the project. According to this proposal, these 21 residential units would be transferred back to the City once the new Bijou/Al Tahoe Area Plan is adopted. It is anticipated that the new Area Plan will remove or amend the current maximum number of residential bonus units allowed to be assigned to the area as outlined in the existing Bijou/Al Tahoe Community Plan.

On behalf of LTCC and the students we serve, we deeply appreciate your partnership in identifying and developing this option that will enable the LTCC student housing project to move forward, and we look forward to continued partnership to meet the needs of our community.

Sincerely,

Jeff DeFranco
Superintendent/President

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 14, 2023
Agenda Item #: 21

Agenda Item: 2022-2023 Master Fee Schedule

Executive Summary: The proposed updates to the 2022-2023 Master Fee Schedule incorporate Consumer Price Index adjustments, reflect continuing efforts to promote full cost recovery for certain fees, incorporate market comparisons, and add new fees adopted by City Council over the past year. The Master Fee Schedule has been thoroughly reviewed by departmental and Finance staff, and seeks to balance the City's cost recovery goals, market conditions, and overall policy considerations. City Council will consider formal adoption of the 2022-2023 Master Fee Schedule at the March 28 regular meeting.

Requested Action / Suggested Motions: No formal action is required. City Council is asked to provide feedback to the City Manager and staff on the 2022-2023 Master Fee Schedule.
Responsible Staff Member: Akemi Nishimura, Accountant I

Responsible Staff Member: Akemi Nishimura, Accountant I, (530) 542-6061

Reviewed and Approved By:
Olga Tikhomirova, Director of Finance
Susan Blankenship, City Clerk
Heather Stroud, City Attorney

Attachments:

01-Staff_Report_2023_Master_Fee_Schedule.docx
02-Master Fee Schedule 2023 (Red-Lined).pdf
03-City of SLT Financial Policies - Strengthening Financial Position rev Feb 2013.pdf
04-03 14 2023 Notice of Publication

City of South Lake Tahoe
Report to **City Council**

Meeting Date: March 14, 2023

Title: 2022-2023 Master Fee Schedule (Public Hearing)

Location: Finance Department

Responsible Staff Member: Akemi Nishimura, Accountant I, (530) 542-6061;
Olga Tikhomirova, Director of Finance, (530) 542-7431

Background:
User fees in California are required to conform to the California Constitution (including Proposition 26) and statutory requirements including Government Code Sections 66014 through 66018.5. User fees imposed to provide specific services, to cover reasonable regulatory costs to issue licenses and permits, or for entrance to or use of city property are generally excluded from the definition of "tax" under Proposition 26. Section 1(e) of article XIIIC of the California Constitution describes these exceptions. One of these exceptions is regarding fees for the use of City property such as the campground. These fees are not limited to cost-recovery and the city can charge whatever the market will bear.

Issue and Discussion:
After a comprehensive user fee study in fiscal year 2014-2015 city staff continues to evaluate the fees and charges annually for appropriateness of the fee structure and the cost of the service provided. The comprehensive Financial Policies previously adopted by Council regarding user fees states:

> *The City provides certain services to its residents and businesses that are funded in whole or in part by fees that are intended to cover all or a portion of the cost of providing such services. To the extent User Fees do not cover the entire cost of providing such services, the General Fund subsidizes the additional expense. Careful examination of User Fees shall enhance the stability of the General Fund.*
>
> *…fees shall be adjusted by no less than the amount of the annual change in the Consumer Price Index.*

Staff's last CPI update was adopted by the City Council on March 15, 2022. It is fiscally prudent at this time to consider an adjustment of the fees by the CPI change that has occurred since the previously adopted period.

Consistent with the City Council motion passed at the February 19th, 2019 meeting, staff is using the San Francisco-Oakland-Hayward Urban All Items index (formerly the San Francisco-Oakland-San Jose Urban All Items index). This index has been historically utilized to apply an increase to those fees that are not restricted by either local market forces or otherwise dictated by state or local laws and ordinances. The current rate of increase is 4.88%. Excluded from the change are

fees that are bound by agreement or are limited by State or City Code. Further consideration for fee changes is as follows:

- Revenue derived from User Fees shall not exceed the cost of providing the overall service
- The method of collecting and assessing fees shall be as simple as possible
- Fee levels shall be sensitive to the market for similar services
- The cost recovery shall consider the community-wide benefit versus special benefit
- The cost recovery shall consider the financial benefit to the service user
- Consideration has been made for Proposition 26 requirements

The Master Fee Schedule attached shows the existing fees as well as the proposed fees to be in effect upon adoption by the City Council, or as soon thereafter as practical. Also noted is the dollar amount of the change, which in most cases is minimal.

AREAS OF EXCEPTION TO THE PROPOSED 4.88% INCREASE AND OTHER CHANGES:

Recreation Services: Per recommendations noted in the 2015 City Wide Fee Study, Recreation Program fees are market based. As such staff decided to reject CPI increase on some programs and accept it in other programs where fees were below market rate. Where CPI increase was rejected, the program fees were compared to similar providers in the area such as Kahle Community Center, Carson Valley Swim Center, and Incline Village Parks and Recreation.

Staff accepted CPI increases for Facility and Building Rentals based on the market rates and the high demand combined. Staff also proposed to clarify an existing cancelation fee on facility use permits of $50 as there is a wide range of rental uses, some of which reserve facilities six months or more in advance. For larger events staff proposed the flexibility to increase the cancelation fee accordingly. In addition, Bijou Community Park Parking Lot Rental fee was added to account for an increasing number of park events that include requests to close the park to vehicle traffic.

In keeping with the strategic priority of Recreation and Equitable Access, staff proposed Free Swim for Children 3 Years and Under with a Paying Adult, which is more in line with the local market.

Campground fees with hook-ups, as well as tent cabin fees, were removed as they are no longer available due to renovation as part of the 56-Acre Master Plan. As a replacement, Standard Cabin fees were added for wooden permanent structures located outside the construction zone. Existing campground fees were unchanged due to the ongoing renovation impacts and limited access.

Development Services: Staff proposed new fees under Building Permit & Inspection to clarify the fee types and rates and removed obsolete ones. Residential Suppression and Fire Safety fees were added for consistency with Fire Department.

New Special Event Permit fees were proposed in anticipation of Council adoption of new Special Event Guidelines, including a permit review fee of zero dollars for special events produced by a non-profit and free to the public per Council direction at the February 14th, 2023 meeting. Additionally, new fees were proposed for Qualified VHRs which are only allowed to operate 30 days in a permit cycle.

Per Resolution 2022-104, a review policy and fees were established in August 2022 for publicly visible art on private property. Resolution 2022-128 adopted in October 2022 established a cost recovery fee for General Plan, Community Plan, Area Plan and Plan Area Statement amendment

applications, which replaced the obsolete fees. These fees were not amended by CPI increase in the current schedule.

Public Works: Staff accepted all CPI increases for the current year except Transportation Permit, whereas the fees were significantly above market rate. These fees were compared to similar providers in the area such as Caltrans and El Dorado County.

Fire Department: Staff accepted all CPI increases for the current year. New Defensible Space Inspections fees were proposed to replace an obsolete one for AB38 (Real Estate Sale).

Police Department: Staff accepted all CPI increases for the current year except the Initial Alarm Permit Application fees, which was rolled back to the rate actually charged last year, and then increased by CPI. Furthermore, Parking Garage fees for Holidays and after-business hours were added for clarification per South Tahoe Joint Powers Parking Financing Authority Resolution 2018-01.

Airport: Per Resolution 2022-132, cost recovery fees were revised for Offices, Fuel Flowage Fee, Parking, and Hangars for one-year effective January 1st, 2023. Office spaces and parking fees were increased to meet fair market rates. Based on the Rates and Fees Study, Hangar and Storage Unit Rental fees were also updated and no longer differentiate between aeronautical and non-aeronautical use.

Per Resolution 2022-147, a new Aircraft Landing Fee Rate Structure was established effective January 1st, 2023 which replaced the obsolete fee table in the Master Fee Schedule. Staff accepted all CPI increases for existing fees except Movement Area Filming fee, which is a flat rate. Refundable and non-refundable security deposits were rolled back to appropriate rates as they are not subject to CPI increase. Airport Hangar Waitlist Fee was added to be more in line with similar providers and to filter out less committed applications.

City Clerk: Staff accepted all CPI increases for the current year except the Notary Service fee, which is determined by California Government Code Section 8211.

Finance: The passage of Measure B on June 5, 2012 precludes any CPI changes to the tax rate per $1,000 of gross receipts and sets the maximum annual tax of $20,000; therefore, no changes to the Business and Professions Tax Rates were proposed. Staff accepted CPI increases for Administrative and Business License Fees including Technology Fee, which was increased from $11 to $12.

Financial Implications:
Fees that are less than full cost recovery will be required to be subsidized by other General Fund revenues.

Environmental Considerations: This is not a “project” subject to review under the California Environmental Quality Act (CEQA) Guidelines section 15378(b)(5) (organizational or administrative activities that will not result in direct or indirect physical changes in the environment).

Policy Implications:
Implementation of the recommended fees for Fiscal Year 2022-2023 is consistent with the City’s adopted Financial Policies of cost recovery for City provided services where applicable.

Recreation Complex

Fee Description	Unit	Adopted Fee 03/15/2022	$ Change	Proposed Fee 4.88%
FACILITY RENTALS				
Building Rental:				
Gymnasium	hourly	$64	$3	$67
Meeting Rooms, Recreation Complex	hourly	$35	$2	$37
Kitchen, Recreation Complex	hourly	$30	$1	$31
Senior Center Large Multi-Purpose Room	hourly	$58	$3	$61
Senior Center, Conference Room	hourly	$42	$2	$44
Senior Center, Arts & Crafts Room	hourly	$42	$2	$44
Public Shower Adult/discount for senior, disabled, youth	each	$3/$2	$0	$3/$2
Non-Profit Organizations	25% Off Base Rate	25%	n/a	25%
Recognized Local Youth Sport Organizations May Have Free Use of Meeting Rooms in the Recreation Complex	No Charge	$0	n/a	$0
Group Rentals May Be Subject to $500 minimum or $1,500 maximum Security Deposit and/or Cleaning Fees at the Discretion of the City of South Lake Tahoe	$500 (Security Deposit)	$500 Minimum or $1,500 Maximum	n/a	$500 Minimum or $1,500 Maximum
Group Rentals May Be Subject to a Minimum of $15 Cancellation Fee and Maximum of $50 at the Discretion of City of South Lake Tahoe	$15 (Cancellation Fee)	$15 Minimum or $50 Maximum	n/a	$15 Minimum or $50 Maximum
Pool Rental (Per Hour):				
Swimming Pool Hourly Rental Rate	hourly	$76	$4	$80
Lifeguard Hourly Rate (Rental)	hourly	actual cost at fully burdened rate + overhead	n/a	actual cost at fully burdened rate + overhead
Group Rentals May Be Subject to a Minimum of $15 Cancellation Fee and Maximum of $50 at the Discretion of City of South Lake Tahoe	$15 (Cancellation Fee)	$15 Minimum or $50 Maximum	n/a	$15 Minimum or $50 Maximum
Outdoor Park Facility Rentals:				
Alcohol Use Permit, City Sanctioned Public/Private Outdoor Facilities	each	$59	$3	$62
Bijou Park, Kiwanis Picnic Shelter (4 Hours)	hourly	$157	$8	$165
Bijou Park, Rotary Picnic Shelter (4 Hours)	hourly	$157	$8	$165
Recreation Complex Group Picnic Areas (4 Hours)	hourly	$157	$8	$165
Gazebos and Picnic Areas beyond 4 hour minimum rental	hourly	$42	$2	$44
Private Rental: Regan Beach West and Lakeview Commons (Per Hour; 2-Hour Minimum)	Mon-Thur $/hr	$201	$10	$211
	Fri & Sun $/hr	$260	$13	$273
	Sat $/hr	$317	$15	$332
Public Special Event Park Rentals:				
Lakeview Commons Special Event Rental, Attendance up to 500 persons	day	$991	$48	$1,039
Lakeview Commons Special Event Rental, Attendance 501-2,000 persons	day	$1,238	$60	$1,298
Bijou Bike Park or Skate Park Rental	day	$231	$11	$242
Disc Golf Course Rental for Tournaments & Special Events (Bijou Park)	day	$242	$12	$254
Bijou Park Concession (absent lease agreement)	day	$272	$13	$285
Bijou Park Sport Court (Per Day)	daily	$242	$12	$254
Late Payment Penalty Fee 10% of total rental fee due				
Bijou Community Park Parking Lot Rental	daily	$0	$100	$100
Community Playfield Parking Lot Rental	daily	$100	$0	$100
Special Event Vendor Fee	Not to Exceed $125 per event	Not to Exceed $125 per event	n/a	Not to Exceed $125 per event
Non-Profit Organizations	25% Off Base Rate	25%	n/a	25%
Late Payment Penalty Fee 10% of total rental fee due				
Group Rentals May Be Subject to $500 Security Deposit and/or Cleaning Fees at the Discretion of the City of South Lake Tahoe	$500 (Security Deposit)	$500	$0	$500
Group Rentals May Be Subject to a Minimum of $15 Cancellation Fee and Maximum of $50 at the Discretion of City of South Lake Tahoe	$15 (Cancellation Fee)	$15 Minimum or $50 Maximum	n/a	$15 Minimum or $50 Maximum
Facility Day Use (Includes Pool, Weight Room, Gym, Ping Pong, Foosball, Traversing Wall):				
Adult: 18-54 Year	each	$6	$0	$6
Youth: 18 Years and Under	each	$4	$0	$4
Senior 55 Years and Up or Permanent Disability	each	$5	$0	$5
Daily Day Rate for Medi-Cal, WIC , and Veteran Participants:				
Adult: 18 and Over	each	$3	$0	$3
Youth: 18 Years and Under	each	$2	$0	$2
Multi-Use Passes:				
Adult – 20 Use	each	$80	$0	$80
Adult – 90 Day	each	$160	$0	$160
Senior or Permanent Disability – 20 Use	each	$50	$0	$50
Senior or Permanent Disability – 90 Day	each	$120	$0	$120
Youth – 20 Use	each	$45	$0	$45
Youth – 90 Day	each	$95	$0	$95
Individual Annual Pass	each	$225	$0	$225
Family Annual Pass (up to 4 people)	each	$825	$0	$825
South Tahoe Recreation Passport	each	$22	$0	$22
Administrative Fee for replacement of annual passes only	each	$10	$0	$10
Non-Profit Organizations	25% Off Base Rate	25%	n/a	25%

Recreation Complex (cont.)

Fee Description	Unit	Adopted Fee 03/15/2022	$ Change	Proposed Fee 4.88%
Swimming Programs:				
H2O Exercise: Adult 18-54 years	each	$7	$0	$7
H2O Exercise: Senior or Permanent Disability	each	$6	$0	$6
H2O Exercise: Adult 18-54 years - 10 Use Pass	each	$50	$0	$50
H2O Exercise: Senior or Perm Disability – 10 Use Pass	each	$40	$0	$40
H2O Exercise: Individual Annual Pass	each	$295	$0	$295
Swimming Lessons (Group) 8 Class Session	each	$47	$0	$47
Swimming Lessons (Group) 6 Class Session	each	$37	$0	$37
Private Lessons (25 minutes) 1 Student	each	$31	$0	$31
Private Lessons (25 minutes) 2 Students	each	$42	$0	$42
Private Lessons (25 minutes) 3 Students	each	$52	$0	$52
Children 3 years and Under Are Free with a Paying Adult for Recreation Swim Only	each	$0	n/a	$0
Master Swim Drop In	each	$10	$0	$10
Master Swim Session (6 weeks)	each	$60	$0	$60
Non-Profit Organizations	25% Off Base Rate	25%	n/a	25%
Youth and Teens:				
Star Camp Care (pre- and post-camp child care, per hour)	each	$8	$0	$8
Youth Adventure Camps	each	Fee based on production costs	n/a	Fee based on production costs
Kid's Summer Day Camp	each	$35	$0	$35
Kid's Summer Day Camp (Weekly Fee)	each	$150	$0	$150
Kid's Summer Day Camp Multi-Child Discount	10% off base fee	10%	n/a	10%

Golf Course

Fee Description	Unit	Adopted Fee 03/15/2022	$ Change	Proposed Fee 4.88%
9 Hole	each	$18	$0	$18
Senior	each	$16	$0	$16
9 Hole Youth (14 and under, fee valid after 12 pm daily)	each	$11	$0	$11
9 Hole Family (1 adult & 1 youth (14 and under), after 12pm daily)	each	$22	$0	$22
Add 9 Holes	each	$11	$0	$11
Twilight	each	$15	$0	$15
Cart Rental	each	$5	$0	$5
Club Rental	each	$15	$0	$15
Walker/Spectator	each	$5	$0	$5
Passes:				
20 Use	each	$240	$0	$240
10 Use	each	$135	$0	$135
10 Use Twilight (after 3 pm)	each	$110	$0	$110
10 Use Senior	each	$120	$0	$120
10 Use Family (1 Adult & 1 Youth (14 and under) after 12 pm daily)	each	$160	$0	$160
10 Use Youth (14 and under, valid after 12 pm daily)	each	$85	$0	$85
Individual Season Pass (no restrictions)	each	$450	$0	$450
Administrative Fee for replacement of annual passes only	each	$10	$0	$10

Campground

Fee Description	Unit	Adopted Fee 03/15/2022	$ Change	Proposed Fee 4.88%
Spring/Fall - No hook up, up to 6 people and 1 car (includes $10 infrastructure fee)	per day	$41	n/a	$41
~~Spring/Fall - Hook up, up to 6 people and 1 car (includes $10 infrastructure fee)~~	~~per day~~	~~$50~~	~~n/a~~	~~$50~~
Summer - No hook up, up to 6 people and 1 car (includes $10 infrastructure fee)	per day	$45	n/a	$45
~~Summer - Hook up, up to 6 people and 1 car (includes $10 infrastructure fee)~~	~~per day~~	~~$56~~	~~n/a~~	~~$56~~
~~Spring/Fall Tent Cabins 1-5 (includes $10 infrastructure fee)~~	~~per day~~	~~$62~~	~~n/a~~	~~$62~~
~~Summer Tent Cabins 1-5 Cabin (includes $10 infrastructure fee)~~	~~per day~~	~~$62~~	~~n/a~~	~~$62~~
~~Spring/Fall Deluxe Cabin and Tent Cabin 6 (includes $10 infrastructure fee)~~	~~per day~~	~~$90~~	~~n/a~~	~~$90~~
~~Summer Deluxe Cabin and Tent Cabin 6 (includes $10 infrastructure fee)~~	~~per day~~	~~$90~~	~~n/a~~	~~$90~~
Spring/Fall Standard Cabin (includes $10 infrastructure fee)	per day	$0	$90	$90
Summer Standard Cabin (includes $10 infrastructure fee)	per day	$0	$90	$90
Reservation Fee (non-refundable)	each	$10	n/a	$10
~~Cancellation Fee (within 48 hours from arrival date)~~	~~One night rental fee~~	~~Varies~~	~~n/a~~	~~Varies~~
~~Cancellation Fee~~	~~each~~	~~$10~~	~~$0~~	~~$10~~
Cancellation Fee (Inside 30 days from arrival date)	One night rental fee	$0	$50	$50
Cancellation Fee (Outside 30 days of arrival date)	each	$0	$10	$10
Dump Fee (charged to campers not staying in our campground)	each	$10	$5	$15
Extra person	each	$6	n/a	$6
Visitor Day Use	each	$5	n/a	$5
Pets	each	$2	n/a	$2
Extra Vehicle (no holding tanks)	each	$6	n/a	$6
Motorcycles and Electric Scooters	each	$3	n/a	$3
Late Checkout Fees	per site	$10	n/a	$10

Boat Ramp*

Fee Description	Unit	Adopted Fee 03/15/2022	$ Change	Proposed Fee 4.88%
Day Use	per day	$17	n/a	$17
Annual Pass	each	$138	n/a	$138

***The Division of Boating and Waterways currently limits these fees to $17 for Day Use and $138 for an Annual Pass.**

Ice Arena**

Fee Description	Unit	Adopted Fee 03/15/2022	$ Change	Proposed Fee 4.88%
ICE ARENA:				
Learn to Play	n/a	Free	n/a	Free
Morning School Skate	n/a	Free	n/a	Free
School Skate Week (PE program)	n/a	Free	n/a	Free
Military Discount (Served In combat area)	n/a	Free	n/a	Free
Wounded Warriors (military event)	n/a	Free	n/a	Free
Charity Events (i.e. St. Baldrick's), fees subject to review	n/a	Ice free all day	n/a	Ice free all day
Ice Sheet Rental See schedule for rates by time	per hour	$468	$23	$491
Party Room Full (hourly - 1 hour minimum)	per hour	$84	$4	$88
SKATING PROGRAMS:				
Public Skate: Adult 18-54 years - varies	per person	$21	$1	$22
Public Skate: Youth (between 5-18 years) - varies	per person	$21	$1	$22
Public Skate: Child 5 & under - varies	per person	$8	$0	$8
Public Skate: Senior 55 & up - resident	per person	$8	$0	$8
Public Skate: Senior 55 & up - varies	per person	$21	$1	$22
Blue Card (available to frequent users/members)	each	TBD	n/a	n/a
Skate Rental	each	$4	$0	$4
Free Style - Drop - In	each	$16	$1	$17
Hockey - Drop - In	per person	$16	$1	$17
Hockey League: Adult 18-54 years, 10 games	each	$362	$18	$380
Hockey League: Single Game	each	$31	$2	$33
Hockey League: Youth	each	$108	$5	$113
SKATING LESSONS:				
Skate/Hockey School: per lesson	per lesson	$15	$1	$16
Private Skate lessons (1 student, 2 student, 3 or more)	per lesson	varies by instructor	n/a	Varies by instructor
City Sponsored Ice Programs:				
Partnerships with City recreation programs	fee determined by program type and need	fee determined by program type and need	n/a	Fee determined by program type and need
Facility Rentals (various use agreements):				
Year Round Rentals for Rec Programs/Rec Center typically billed monthly	Refer to contract	Refer to contract	n/a	Refer to contract

****The listed Ice Arena Fees represent the maximum allowable charges.**

Development Services - Building

Fee Description	Unit	Adopted Fee 03/15/2022	$ Change	Proposed Fee 4.88%
Encroachment Permit:				
Encroachment Permit (each approach) includes overlays and replacements	each	$205	$10	$215
Encroachment Permit Existing	each	$205	$10	$215
Encroachment Permit Remove and Replace	each	$205	$10	$215
Building Permit & Inspection:				
~~Building Permit Fee~~	~~% of valuation~~	~~2% of valuation of $239 minimum~~	~~$11~~	~~2% of valuation of $250 minimum~~
Building Permit Fee (25% plan review deposit due with application) Valuation shall be determined at the discretion of the Building Official utilizing the most current square foot valuation based on the proposed use and type of construction as published by the International Code Council or construction contract value submitted by the applicant	% of valuation	2% of valuation - $239 minimum	$11	2% of valuation - $250 minimum
Administrative Processing	per hour/ 1 hr min.	$0	$122	$122
Deferred Submittal or Revision	% of valuation	$0	n/a	2% of valuation - $250 minimum
Active Building Permit Extension	each	$174	$8	$182
Building Plan Review Extension	each	$174	$8	$182
~~Building Plan Revision Checking~~	~~per hour / 1 hr min.~~	~~$116~~	~~$6~~	~~$122~~
In House Plan Review Hourly Rate	per hour / 1 hr min.	$0	$122	$122
Expedited Plan Review	per hour / 1 hr min.	$231	$11	$242
Stop Work Notice of Violation	each	$388	$19	$407
Stop Work/Red Tag Permit Fee	each	2x the Building Permit Fee	n/a	n/a
Special Building Inspections	per hour / 1 hr. min. regular working hours per hour / 3 hr. min. outside of regular working hours	$161	$8	$169
Reinspection Fee	per work, for which an inspection was requested, is not ready for inspection	$161	$8	$169
Document Printing & Copying	per page	$0.10	$0	$0.10
Permit Technology Fee	each permit	$11	$1	$12
Illegal Unit Review	each	$1,004	$49	$1,053
Admin Fee for Cost of Collection on Liens, Nuisance, etc.	% of collection costs	% of collection costs	n/a	% of collection costs
Temporary Certificate of Occupancy Application	each	$161	$8	$169
Express/Over The Counter Permit	each	$0	$250	$250
Residential Suppression Sys–50 hds/Dry Chem sys	per inspection	$225	$11	$236
Residential Suppression Sys-200 hds	per inspection	$548	$27	$575
Fire Safety Plan Review – SFD	each	$113	$6	$119
*Specific flat rate fees below are consolidated for consistency with minimum building permit fee				
~~Flat Rate Temporary Power Meter Approval~~	~~each~~	~~$205~~	~~$45~~	~~$250~~
~~Flat Rate SFD Electric Vehicle Charging Stations Interior Locations Only~~	~~each~~	~~$205~~	~~$45~~	~~$250~~
~~Flat Rate SFD Gas Line Air Test~~	~~each~~	~~$205~~	~~$45~~	~~$250~~
~~Flat Rate SFD Electrical Panel Change Our >200 Amps~~	~~each~~	~~$205~~	~~$45~~	~~$250~~
~~Flat Rate SFD Window Change Out Like for Like Up to 5 Existing Openings Windows/Doors combined~~	~~each~~	~~$205~~	~~$45~~	~~$250~~
~~Flat Rate SFD Generators Interior Locations Only~~	~~each~~	~~$205~~	~~$45~~	~~$250~~
~~Flat Rate SFD Wall Heater Changeout~~	~~each~~	~~$205~~	~~$45~~	~~$250~~
~~Flat Rate SFD Fireplace Changeout~~	~~each~~	~~$205~~	~~$45~~	~~$250~~
Well Deconstruction (Electrical and Pluming Terminations)	each	$53	$3	$56
~~Flat Rate Permit Water Heater~~	~~each~~	~~$205~~	~~$45~~	~~$250~~
~~Flat Rate Permit Electrical Meter Release (reconnect Only - no new work)~~	~~each~~	~~$205~~	~~$45~~	~~$250~~
General Plan/Community Plan/Area Plan Maint. Fee	each	$1.04 per $1,000 valuation	$0.05	$1.09 per $1,000 valuation
Vacation Home Rental Fees:				
Vacation Home Rental Permit Inspection Fee	each	$156	$8	$164
Vacation Home Rental Permit Re-Inspection Fee	each	$94	$5	$99

Development Services - Housing

Fee Description	Unit	Adopted Fee 03/15/2022	$ Change	Proposed Fee 4.88%
Loan Subordination Fee	each	$1,961	$96	$2,057
Multi-Family Dwelling Inspection Fee	each unit	$94	$5	$99
Single Room Occupancy Inspection Fee	each unit	$94	$5	$99
Reinspection Service	per hour / 1 hr. min.	$161	$8	$169
Substandard Condition Inspection	each	$596	$29	$625

Development Services - Planning

Fee Description	Unit	Adopted Fee 03/15/2022	$ Change	Proposed Fee 4.88%
Allocations:				
Deposit – Building Permit	per application	$1,042	($42)	$1,000
Residential Permit Processing	per living unit	$711	$35	$746

Development Services - Planning (cont.)

Fee Description	Unit	Adopted Fee 03/15/2022	$ Change	Proposed Fee 4.88%
General Permits:				
Major General Planning Application (variance, special use permit, major design review, wireless communications facilities, small wireless communications facilities)	application	$2,921	$143	$3,064
Minor General Planning Application (minor variance, minor design review, eligible facilities request)	application	$925	$45	$970
Permit Revision and/or Permit Extension	each	$544	$27	$571
Categorical Exemption	each	$74	$4	$78
Negative Declaration Review	each	$4,006	$195	$4,201
Negative Declaration Preparation	each	$7,252	$354	$7,606
EIR/EIS	each	Cost of consultant + 25%	n/a	Cost of consultant + 25%
Other Permits:				
Fence Permits	each	$264	$13	$277
Home Occupation Permit	each	$133	$6	$139
Minor Sign Review and Approval	each	$146	$7	$153
Major Sign Review and Approval	each	$363	$18	$381
Sign Application Revision	each	$146	$7	$153
Locally Unique Sign Application	each	$2,921	$143	$3,064
Minor Special Event Permit	each	n/a	$220	$220
Major Special Event Permit	each	n/a	$437	$437
Non-Profit Producer and Free to the Public Special Events	each	n/a	n/a	$0
~~Major Temporary Activity Permit~~	~~each~~	~~$417~~	~~$20~~	~~$437~~
Temporary Use Permit	each	$625	$31	$656
Temporary Arts & Crafts Shows	per show	$642	$31	$673
Certificate of Compliance (Subdivision Map Act)	each	$806	$39	$845
Tentative Subdivision Map	each	$5,309	$259	$5,568
Condominiumization of Existing Residential Dev.	each	$5,460	$266	$5,726
Vacation Home Rentals:				
Vacation Home Rental Application fee	each	$497	$24	$521
Vacation Home Rental Permit – Annual Fee	4 or less occupants 5 to 8 occupants 9 to 12 occupants 13 or more occupants	$250 $500 $1000 $1,325	$0	$250 $500 $1000 $1,325
Vacation Home Rental Permit Master Report	report	$63	$3	$66
Qualified Vacation Home Rentals:				
Qualified Vacation Home Rental Application fee	each	$0	$521	$521
Qualified Vacation Home Rental Permit – Annual Fee	4 or less occupants 5 to 8 occupants 9 to 12 occupants 13 or more occupants	$0	$100 $150 $200 $250	$100 $150 $200 $250
Hosted Rental Fees:				
Hosted Rental Permit	each	$261	$13	$274
Hosted Rental Annual Renewal Fee	each	$261	$13	$274
Cannabis Use Permit:				
Cannabis Use Permit	each	$5,278	$258	$5,536
Cost Recovery Deposit Amounts for Cannabis Use Permit and Development Agreement				
a) Retailer / Cultivator / Testing Lab/ Manufacturing/ Distribution	each	$21,800	$1,064	$22,864
b) Microbusiness	each	$22,949	$1,120	$24,069
Annual Inspection Fee	each	$1,906	$93	$1,999
Re-Inspection Fee	each	$811	$40	$851
Other Services:				
Zoning Letter	each	$230	$11	$241
Document Copying	page	$0.10	$0	$0.10
Planning Review of Building Permits	per hour/1 hr. min.	$116	$6	$122
Admin Fee for Cost of Collection on Liens, Nuisance, etc.	% of collection costs	25%	n/a	25%
Special Event Review/Permit	each	$2,475	$121	$2,596
Historic Determination	each	$216	$11	$227
Public Notice Label Preparation	each	$213	$10	$223
~~**Planning Documents:**~~				
~~General Plan Amendment~~	~~each~~	~~$8,855~~	~~$432~~	~~$9,287~~
~~Community Plan Amendment/Area Plan/Plan Area Statement~~	~~each~~	~~$8,855~~	~~$432~~	~~$9,287~~
Annexation:				
Annexation	each	Fully burdened hourly staff cost	n/a	Fully burdened hourly staff cost
Mobile Vending:				
Location Permit	each	$544	$27	$571
New Vendor Permit	each	$164	$8	$172
Renewal Permit	each	$82	$4	$86

Fee Description	Unit	Council Adopted 8/9/2022
Publicly Visible Art On Private Property:		
Public Murals	each	$0
Non-mural Publicly Visible Art	each	$250

Fee Description	Unit	Council Adopted 10/4/2022
Planning Documents:		
General Plan Amendment	each	Fully burdened hourly staff cost and/or cost of consultant-$8,855 deposit
Community Plan Amendment/Area Plan/Plan Area Statement	each	Fully burdened hourly staff cost and/or cost of consultant-$8,855 deposit

Public Works - Engineering

Fee Description	Unit	Adopted Fee 03/15/2022	$ Change	Proposed Fee 4.88%
Street/Property Abandonment	each	$2,974	$145	$3,119
Single-Family Residential Public Works plan review fee	each	$290	$150	$440
Multi-Family Residential Public Works plan review fee (6 units or less)	each	$484	$24	$508
Large Multi-Family Residential Public Works plan review fee (7 or more units)	each	$1,552	$76	$1,628
Commercial Development/Redevelopment Public Works plan review fee (less than 1 acre site)	each	$484	$24	$508
Commercial Development/Redevelopment Public Works plan review fee (greater than 1 acre site)	each	$1,552	$76	$1,628
GIS Fee (special requests for information/maps)	each	$315	$15	$330
Traffic Control Permit	each	$388	$19	$407
Grading Fee < 3 cubic Yards (no fee)	project	$0	$0	$0
Grading Fee 3 - 7 Cubic Yards	project	$514	$25	$539
Grading Fee 8 - 350 Cubic Yards	project	$869	$42	$911
Grading Fee 350+ Cubic Yards	project	$2,240	$109	$2,349
Parcel Merger/Lot Line Adjustment/Parcel Maps	each	$2,718	$133	$2,851
Final Subdivision Map	each	$6,308	$308	$6,616
Obstruction Permit	each	$278	$14	$292
Street Trench Permit (Greater Than 250 Cubic Yards)	each	$1,374	$67	$1,441
Encroachment (Street Cut) Permit/Minor	each	$695	$34	$729
Encroachment (Street Cut) Permit/Major; base + 1.5% of Construction value >$20,000	each	$695	$34	$729
Transportation Yearly Permit	each	$148	$0	$148
Transportation Single Permit	each	$105	$0	$105
Road Closure, One Day	day	$433	$21	$454
Road Closure, 2-30 days	days	$712	$35	$747
Monitoring Well Permit; price for each well up to 3 wells/locations. Greater than 3 is half price	each up to 3	$425	$21	$446
Monitoring Well Destruction, Each Well	each	$317	$15	$332
Private Trench Crossings in Addition to the Encroachment Fee	each	$370	$18	$388
Stop Work Fee	each	$655	$32	$687
Investigation fees (grading work > 3 cubic yards without a City or other TRPA/Water Board Permit)	each	$596	$29	$625
Storm water Inspection Fee: Commercial	each	$237	$12	$249
Storm water Inspection Fee: Commercial Reinspection	each	$119	$6	$125
Storm water Inspection Fee: Industrial	each	$297	$14	$311
Storm water Inspection Fee: Industrial Reinspection	each	$119	$6	$125
Easement Request/Review	each	$1,286	$63	$1,349
Time Extension – Existing Permits	each	Equal to cost of the existing permit base fee	n/a	Equal to cost of the existing permit base fee
Special Agreement Review; actual costs on a time and material basis using staff hourly rates against a deposit based on scope estimation	project	Actual	n/a	Actual
Reproduction Fee	per 23x26 sheet file plans and record maps	$4	$0	$4
Street Name Change; actual costs of City staff, equipment, and materials	each	Actual	n/a	Actual
Unapproved Work (ROW)/Correction Fee/Inspections of Repairs to City Infrastructure; deposit plus actual time and materials of various city staff	each	$858	$42	$900
Street and Traffic Sign Installation, Replacement and Traffic Control Striping; actual costs of City staff, equipment, and materials	each	Actual	n/a	Actual
Special Event Review; includes Base fee then scalable by event size	each	$3,283	$160	$3,443
Facility Setup/Takedown Fee; actual costs of staff which may include overtime if event is after normal business hours	each	Actual	n/a	Actual
Traffic Control Device Rental & Setup; minimum plus actual costs of equipment, labor and/or materials	each	$205	$10	$215
Use of Equipment; base fee plus actual costs of labor	each	Actual	n/a	Actual
Tentative Subdivision Map	each	$3,294	$161	$3,455
Condominiumization of Existing Residential Dev.	each	$1,558	$76	$1,634

Fire Department

Fee Description	Recovery USA	Unit	Adopted Fee 03/15/2022	$ Change	Proposed Fee 4.88%
Emergency Medical Service:					
Advanced/Basic Life Support, incident response		hourly	$483 + Medicare Mileage factor	$24	$507 + Medicare Mileage factor
Advanced/Basic Life Support – with standby to support air ambulance transport, incident response		hourly	$937/hr	$46	$983/hr
Advanced/Basic Life Support – with engine standby for CPR, incident response		hourly	$937/hr	$46	$983/hr
County Fire Services:					
Lake Valley Fire District Contract			Per agreement (with CPI)	n/a	Per agreement (with CPI)
Fallen Leaf Fire District Contract			Per agreement (with CPI)	n/a	Per agreement (with CPI)
Wild Land Fire Suppression Fee:					
Support Vehicle		hourly	CA OES rate	n/a	CA OES rate
Pumping Engine		hourly	CA OES rate	n/a	CA OES rate
Ladder Truck		hourly	CA OES rate	n/a	CA OES rate
Motor Vehicle Accident:					
Level 1 Basic Response	X	hourly	$1,052	$51	$1,103
Level 2 Extrication	X	hourly	$1,594	$78	$1,672
Level 3 Multi Casualty	X	hourly	$2,339	$114	$2,453
Hazardous Materials Clean-Up:					
Level 1 Basic Response	X	hourly	$700	$34	$734
Level 2 Full Alarm Response	X	hourly	$2,339	$114	$2,453
Bomb Response/Bomb Squad:					
Level 1 Full Alarm Response	X	hourly	$1,052	$51	$1,103
Level 2 Full Alarm Engine Response plus TD Bomb Unit	X	hourly	$2,339	$114	$2,453
Pipeline Breakage/Power Line Incidents:					
Level 1 Single Engine	X	hourly	$1,052	$51	$1,103
Level 2 Full Alarm Engine Response	X	hourly	$2,339	$114	$2,453
Fire Hydrant Flow Test		hourly	$306	$15	$321
Witnessed Acceptance Test		hourly	$306	$15	$321
Fire Watch Service	X		Actual costs	n/a	Actual costs
Structure Fire Suppression (includes scene safety, initial investigation, traffic control, patient contact, hazard control)	X	hourly per engine	$2,339	$114	$2,453
		hourly per ladder truck	$2,339	$114	$2,453
Emergency Assistance to Boats/Water Incidents: Includes boat responses, swift water and ice rescues, etc.					
Level 1 Single Engine	X	incident	$1,052	$51	$1,103
Rescue: Includes working with Search & Rescue for victim recovery, Rope Rescue, etc.					
Level 1 in City	X	incident	$744	$36	$780
Miscellaneous Fees:					
False Alarm Responses 1st/2nd offense	X	response	$156/$261	$0	$156/$261
Open Burning and Recreational Fires		inspection	$248	$12	$260
Arson Investigation - Includes scene safety, investigation, source ID, Arson dog, equipment use, mobile detection and report	X	investigation	At cost using fully burdened rate	n/a	At cost using fully burdened rate
Fire Investigation Reports		report	$9	$0	$9
Fire Incident Report		report	$44	$2	$46
Copies		page	$0.11	$0.01	$0.12
Photographs		See police fee	See police fee	n/a	See police fee
Video Tape Duplication		See police fee	See police fee	n/a	See police fee
Fireworks/Pyrotechnical Display Permit		permit	$407	$20	$427
Fire Dance Permit Annual Fee		permit	$204	$10	$214
Per Event Inspection		each	$53	$3	$56
Defensible Space Inspections for AB38 (Real Estate Sale)		per hour	n/a	$70	$70
Defensible Space Inspections for Homeowners (includes tree marking)		per hour	n/a	$30	$30
Miscellaneous Fees (cont.):					
Expert Testimony (includes case preparation, documents, etc.)		per case	At cost using fully burdened rate	n/a	At cost using fully burdened rate
Special Event Review/Permit – Per Hour for Fire		hourly	$188	$9	$197
Expert Testimony (includes case preparation, documents, etc.)		per case	At cost using fully burdened rate	n/a	At cost using fully burdened rate
Special Event Review/Permit – Per Hour for Fire		hourly	$181	$9	$190

Fire Department (cont.)

Fee Description	Recovery USA	Unit	Adopted Fee 03/15/2022	$ Change	Proposed Fee 4.88%
Fire Inspection Fees:					
Auto Alarm/Ext System – 10		per inspection	$225	$11	$236
Auto Alarm/Ext System – 100		per inspection	$548	$27	$575
Suppression Sys–50 hds/Dry Chem sys		per inspection	$225	$11	$236
Suppression Sys-200 hds		per inspection	$548	$27	$575
Underground Main <2"		per inspection	$110	$5	$115
Underground Main >2"		per inspection	$225	$11	$236
Board 7 Care Facility 7-50		per inspection	$126	$6	$132
Board 7 Care Facility 50+		per inspection	$311	$15	$326
Day Care Facility 6+		per inspection	$110	$5	$115
Fire Safety Plan Review – SFD		each	$113	$6	$119
Fire Safety Plan Review-MFD		each	$238	$12	$250
Basic Fire Inspection, <1k k sq. ft.		each	$88	$4	$92
Basic Fire Inspection, 1k - 4k sq. ft.		each	$122	$6	$128
Basic Fire Inspection, 4k - 9k sq. ft.		each	$146	$7	$153
Basic Fire Inspection, >9 k sq. ft.		each	$185	$9	$194
Child Care Inspection Occupancy Permit Non-Home		each	$98	$5	$103
Child Care Inspection Occupancy Permit Home		each	$98	$5	$103
Miscellaneous Fire Services		each	At Cost	n/a	At Cost
Re-Inspection		each	$110	$5	$115
Operational Permit and Inspection CFC 105.6		each	$231	$11	$242
Tents Structure > 200 sq. ft.		each	$110	$5	$115
~~Defensible Space / Fire Hazard~~		~~per hour~~	~~$154~~	~~$8~~	~~$162~~

Police Department

Fee Description	Unit	Adopted Fee 03/15/2022	$ Change	Proposed Fee 4.88%
Special Business Regulation:				
Other Permits – New	each	$430	$21	$451
Other Permits – Renewal	each	$214	$10	$224
Pedicab Permit – Owner/Operator New	each	$238	$12	$250
Pedicab Permit – Owner/Operator Renewal	each	$84	$4	$88
Pedicab Permit – Driver New	each	$141	$7	$148
Pedicab Permit – Driver Renewal	each	$55	$3	$58
Sidewalk Vending Permit – New	each	$150	$7	$157
Sidewalk Vending Permit – Renewal	each	$25	$1	$26
Other Police Functions:				
Misdemeanor Booking	per booking	$40	$2	$42
Fingerprinting	each	$24	$1	$25
Live Scan Fingerprinting	each	$17	$1	$18
Local Criminal Clearance Letter	each	$10	$0	$10
Towed Vehicle Release	each	$150	$7	$157
Special Police Service	each	actual cost at fully burdened rate	n/a	actual cost at fully burdened rate
DUI Incident Response – Police & Fire	incident	actual cost at fully burdened rate	n/a	actual cost at fully burdened rate
Copy of Dispatch Event	report	$0.10	$0.01	$0.11
Civil Subpoena	each	$280	$14	$294
Restitution Rate	each	actual cost at fully burdened rate	n/a	actual cost at fully burdened rate
Subpoena Duces Tecum	page + hourly + microfilm	.10 + $25 per hour per person + $.20 per microfilm	n/a	.10 + $25 per hour per person + $.20 per microfilm
Govt. Code Controlled Activities		actual cost at fully burdened rate	n/a	actual cost at fully burdened rate
Other Special Activities	hourly	actual cost at fully burdened rate	n/a	actual cost at fully burdened rate
Special Police Boat Service	hourly	actual cost at fully burdened rate	n/a	actual cost at fully burdened rate
Equipment Reimbursement	each	Actual cost	n/a	Actual cost
Firearm(s) Release (by appointment only)	weapon	$40	$2	$42
Ski Run Blvd. Vehicle Control	hourly	actual cost at fully burdened rate	n/a	actual cost at fully burdened rate
Police Report Copy	pages	$5	$0	$5
Tape Duplication – Audio	tape	$20	$1	$21
Tape Duplication – Video	tape	$20	$1	$21
Crime Scene/Police Photo Reproduction (CD photo)	CD	$20	$1	$21
Special Event Review/Permit (Small Event): 124 or less	permit	$79	$4	$83
Special Event Review/Permit (Medium Event): 125-299)	permit	$157	$8	$165
Special Event Review/Permit (Large Event): 300 or more	permit	$313	$15	$328
Non-Profit Special Event Review/Permit (Small Event): 124 or less	permit	$59	$3	$62
Non-Profit Special Event Review/Permit (Medium Event): 125-299)	permit	$118	$6	$124
Non-Profit Special Event Review/Permit (Large Event): 300 or more	permit	$235	$11	$246

Police Department (cont.)

Fee Description	Unit	Adopted Fee 03/15/2022	$ Change	Proposed Fee 4.88%
Taxicab Fees:				
Taxicab Company Permit	Annual	$5	$0	$5
Taxicab Vehicle Permit	Annual per vehicle	$5	$0	$5
Taxicab Driver Permit	Annual	$25	$1	$26
Police False Alarm Response:				
1st & 2nd False Alarm		No charge	n/a	No charge
Excessive > 3 False Alarms	alarm	Per city code	n/a	Per city code
Non Permitted False Alarm		Per city code	n/a	Per city code
Initial Permit Application – Resident, 3 year period	permit	$39	$0	$39
Renewal Permit – Resident, every 3 years	permit	$18	$1	$19
Initial Permit Application – Business, 1 year period	permit	$39	$0	$39
Renewal Permit – Business, every year	permit	$18	$1	$19
Vacation Home Rentals:				
Vacation Home Rental Permit – Late Fee On Renewal	violation	Counted as violation	n/a	Counted as violation
Vacation Home Rental Permit Master Report	report	$60	$3	$63
Vacation Home Rental Permit Label Report	report	$57 + cost of labels	$3	$60 + cost of labels
Vacation Home Rental Permit – Annual Fee - Tourist Core	4 or less occupants 5 to 8 occupants 9 to 12 occupants 13 or more Fractional	$200 $350 $650 $850 $19.23 to $850	n/a	$200 $350 $650 $850 $19.23 to $850
Parking Program:				
Parking Garage	per 20 min/daily max	$1.25/$25	$0	$1.25/$25
Monthly Garage Pass April 1-Oct 31	each month	$125	$0	$125
Winter Full Week Pass Nov 1-Mar 31	each month	$175	$0	$175
6 Month Pass	per 6 months	$500	$0	$500
5 p.m. until 3 a.m.	$.50 per 20 min/up to $5		n/a	$.50 per 20 min/up to $5
Holiday Rates (can include days before/after Holiday)	Double Regular Rates		n/a	$2.50/$50
Parking validations - 1 packet of 50 - 1 hr validations	each packet of 50	$50	$0	$50
Electric Car Charging Electricity Fee	each	Rate as determined by STJPPA	n/a	Rate as determined by STJPPA
Electric Car Charging Overstay Fee	each	Rate as determined by STJPPA	n/a	Rate as determined by STJPPA
Parking – Bellamy/Transit Way	per 20 min/2 hr max	$1	$0	$1
Parking – Upper Ski Run (identified in map)	per contract	per contract	n/a	per contract
Parking Citation - Kiosk Violations	per violation	$39	$2	$41
Cannabis:				
Public Safety License Fee	each	$1,135 + $85 x's # of employees (fingerprint/background)	$55	$1,190 + $85 x's # of employees
Public Safety License Renewal Fee	each	$1,135 + $85 x's # of employees (fingerprint/background)	$55	$1,190 + $85 x's # of employees
Public Safety Mitigation Fee Amounts:				
Retailer	each	$13,750	n/a	$13,750
Microbusiness with Retail	each	$21,250	n/a	$21,250
Testing Lab/Manufacturer, Cultivator, Distributor, Microbusiness without Retail	each	$7,500	n/a	$7,500
Delivery Component	each	$5,000	n/a	$5,000
Shared Mobility:				
Shared Mobility Device Fee	per device	$75	$4	$79
Parking Citations:				
City Code:				
4.25.300 - Parking, Restricted Parking	Occurrence	$75	$0	$75
4.25.330 - No Stopping Zone	Occurrence	$75	$0	$75
4.25.360 - Time Limited Parking Zone	Occurrence	$55	$0	$55
4.25.370 - Parked in Excess of 72 Hours	Occurrence	$75	$0	$75
4.25.410 - Parked Wrong Side of Street	Occurrence	$25	$0	$25
4.25.440 - Designated Taxi Zone / Bus Stop	Occurrence	$75	$0	$75
4.25.590 - Parking Garage Payment Required	Occurrence	$75	$0	$75
4.25.600 - Parking Garage Parked within Parking Space	Occurrence	$55	$0	$55
4.25.620 - Use of Entrance and Exit	Occurrence	$75	$0	$75
4.25.740 - Paid Parking - No Ticket	Occurrence	$75	$0	$75
4.25.750 - Paid Parking Time Expired	Occurrence	$75	$0	$75
4.25.840 - Residential Parking / Permit Zone	Occurrence	$75	$0	$75
4.95.050 - Private Property - Restrictions	Occurrence	$200	$0	$200
7.05.420 - Area restricted-Snow Removal	Occurrence	$205	$0	$205
All other City Parking Codes	Occurrence	$75	$0	$75
California Vehicle Codes:				
21113 - Parking on Public Grounds	Occurrence	$75	$0	$75
21113(a) - Unauthorized parking on public grounds	Occurrence	$75	$0	$75
21211(b) - Park in bike path	Occurrence	$75	$0	$75
21211a - Blocking designated bicycle path	Occurrence	$75	$0	$75
22500.1 - Parked In Fire Lane	Occurrence	$105	$0	$105
22500a - Park Within Intersection	Occurrence	$75	$0	$75
22500b - Park on Crosswalk	Occurrence	$75	$0	$75
22500d - Park Within 15ft Fire Station driveway	Occurrence	$105	$0	$105
22500e - Block Driveway	Occurrence	$75	$0	$75
22500f - Park on a Sidewalk	Occurrence	$75	$0	$75
22500g - Obstructing Traffic/HWY Construction	Occurrence	$105	$0	$105
22500h - Double Parking	Occurrence	$75	$0	$75

Police Department (cont.)

Fee Description	Unit	Adopted Fee 03/15/2022		
California Vehicle Codes (cont.):				
22500i - Park in Bus Loading Zone	Occurrence	$75	$0	$75
22507.8(a) - Handicap Disabled Only	Occurrence	$455	$0	$455
22507.8(b) - Block Disabled Stall/Space	Occurrence	$455	$0	$455
22507.8c - Parked in Handicap Crosshatch	Occurrence	$455	$0	$455
22514 - Within 15ft of Fire Hydrant	Occurrence	$105	$0	$105
22515 - Unattended Running Vehicle	Occurrence	$75	$0	$75
22523(b) - Abandoned Vehicle	Occurrence	$250	$0	$250
4000a - Expired Registration	Occurrence	$75	$0	$75
5204(a) - No Tabs	Occurrence	$75	$0	$75
All other California Vehicle Codes	Occurrence	$75	$0	$75
Administrative Citations*				
City Code:				
3.35.040 - No Business License	Occurrence	$100	$0	$100
3.50.380 (B) - Unpermitted VHR - Owner Responsible	Occurrence	$1,000	$0	$1,000
3.50.440 (A) - Vacation Home Rental (Maximum Occupancy - Occupant and Owner Responsible)	Occurrence	$500	$0	$500
3.50.440 (B) - Vacation Home Rental (Parking Space Availability - Owner Responsible)	Occurrence	$250	$0	$250
3.50.440 (C)- Vacation Home Rental (Commercial Activity Prohibited - Occupant and Owner Responsible)	Occurrence	$500	$0	$500
3.50.440 (D) - Vacation Home Rental (Compliance with SLTCC - Owner Responsible)	Occurrence	$1,000	$0	$1,000
3.50.440 (E) - Vacation Home Rental (Posting of Permit - Owner Responsible)	Occurrence	$1,000	$0	$1,000
3.50.440 (F) - Vacation Home Rental (Marketing/Advertising Requirements - Owner Responsible)	Occurrence	$1,000	$0	$1,000
3.50.440 (G) - Vacation Home Rental (Authorization to Inspect - Owner Responsible)	Occurrence	$1,000	$0	$1,000
3.50.440 (H) - Vacation Home Rental (Outdoor Spas/Hot Tubs prohibited between 10 p.m.-8 a.m. - Occupant and Owner Responsible)	Occurrence	$500	$0	$500
3.50.440 (I) - Vacation Home Rental (Interior Signage - Owner Responsible)	Occurrence	$1,000	$0	$1,000
3.50.440 (J) - Vacation Home Rental (Exterior Signage - Owner Responsible)	Occurrence	$1,000	$0	$1,000
3.50.440 (K) - Vacation Home Rental (Parking Requirements - Occupant and Owner Responsible)	Occurrence	$250	$0	$250
3.50.440 (L) - Vacation Home Rental (Noise and Amplified Music Prohibited between 10 p.m. - 8 a.m. - Occupant and Owner Responsible)	Occurrence	$500	$0	$500
3.50.440 (M) - Vacation Home Rental (Emergency Lighting - Owner Responsible)	Occurrence	$1,000	$0	$1,000
3.50.440 (N) - Vacation Home Rental (Lighting Design - Owner Responsible)	Occurrence	$1,000	$0	$1,000
3.50.440 (O) - Vacation Home Rental (Parking of Commercial Vehicle - Occupant	Occurrence	$250	$0	$250
3.50.440 (P) - Vacation Home Rental (Records Relating to VHR - Owner Responsible)	Occurrence	$1,000	$0	$1,000
3.50.440 (Q) - Vacation Home Rental (Camping Prohibited - Occupant and Owner Responsible)	Occurrence	$500	$0	$500
3.50.440 (R) - Vacation Home Rental (Trash/Bear Boxes Required - Owner Responsible)	Occurrence	$1,000	$0	$1,000
3.50.450 Vacation Home Rental (Operating without a Permit)	Occurrence	$1,000	$0	$1,000
4.150 - Refuse and Garbage	Occurrence	$150	$0	$150
4.35.020 - No Operator License - Mobile Vending	Occurrence	$100	$0	$100
4.40.020 - Nuisances Generally	Occurrence	$50	$0	$50
4.40.030 - Outdoor Display	Occurrence	$100	$0	$100
4.40.040 - Nuisances Generally - Noise	Occurrence	$100	$0	$100
4.45.040 - Abandoned Vehicle	Occurrence	$150	$0	$150
4.50.030 - Illegal Dumping	Occurrence	$1,000	$0	$1,000
4.50.050 - Unsuitable Trash Container - Commercial	Occurrence	$300	$0	$300
4.50.050 - Unsuitable Trash Container - Residential	Occurrence	$150	$0	$150
4.55 - Graffiti	Occurrence	$50	$0	$50
4.60 - Abandoned or Damaged Structure	Occurrence	$1,000	$0	$1,000
4.135.010 Police Service	Occurrence	$500	$0	$500
4.140.100 Private Patrols	Occurrence	$25	$0	$25
6.05 - Handbills	Occurrence	$100	$0	$100
6.10.160 - Exterior Lighting	Occurrence	$100	$0	$100
6.15 - Building Code Violation	Occurrence	$100	$0	$100
6.40 - Political Signs	Occurrence	$100	$0	$100
6.40.050 - Noncompliant Sign	Occurrence	$100	$0	$100
6.40.080 - Garage Sale Signs	Occurrence	$50	$0	$50
6.55.280 - No Home Occupation Permit	Occurrence	$100	$0	$100
6.55.810 - Marijuana	Occurrence	$1,000	$0	$1,000
7.05 - Sidewalk Snow Removal	Occurrence	$100	$0	$100
7.05.500 - Placing Snow in Right-of-Way	Occurrence	$100	$0	$100
7.05.560 - Sidewalk Snow Removal	Occurrence	$100	$0	$100
All Code Violations Not Listed Above or Specified in the Code	Occurrence	$250	$0	$250

***The fines for a second and any subsequent violation within a 12-month period for all violations with the exception of Vacation Home Rental violations will be double that of the previous fine assessed. The above penalties shall not supersede fines and penalties listed in the current City Code for specific violations.**

Airport

Fee Description	Unit	Adopted Fee 03/15/2022	$ Change	Proposed Fee 4.88%
~~Office~~	~~square foot or agreement~~	~~$1.77~~	~~$0.09~~	~~$1.86~~
Ground Lease Rate	square foot or agreement	$0.32	$0.02	$0.34
Gratuitous Transportation	vehicle	$55	$3	$58
Conference/Meeting Room hourly rental	hour	$30	$1	$31
Conference/Meeting Room daily rental	day	$295	$14	$309
Restaurant Facilities	Per agreement	Per agreement	n/a	Per agreement
Airport Terminal Lobby (upper/lower) hourly rental	hour	$58	$3	$61
Airport Terminal Lobby (upper/lower) daily rental	day	$355	$17	$372
Advertising	Negotiated	Negotiated	n/a	Negotiated
Advertising "Paper" Pick-Up Ads	monthly	$75	$4	$79
Rental Car Ground Lease Area	Negotiated / Market Rate Conditions	Negotiated / Market Rate Conditions	n/a	Negotiated / Market Rate Conditions
Other Use of Terminal	Negotiated	Negotiated	n/a	Negotiated
Commercial Filming:				
Small Scale Commercial Filming (less than 50 persons); waived if City promotion	per day/winter	$428	$21	$449
Small Scale Commercial Filming (less than 50 persons); waived if City promotion	per day/summer	$713	$35	$748
Large Scale Film Production (film crew larger than 50 persons) – Prep / Strike Location	per day	$319	$16	$335
Large Scale Film Production (film crew larger than 50 persons) – Filming Days	per day	$5,316	$259	$5,575
Airport Escort Required on Filming Days	per day	$266	$13	$279
Movement Area Filming (Runway and/or Taxiway)*	per day*	$2,500*	$0	$2,500*
Large Scale Filming (more than 50 persons) Security Deposit	Negotiated	Based on Location Agreement	Negotiated	Based on Location Agreement
Large Scale Film Production (film crew larger than 50 persons) – City Film Support for Permits, Police, Fire, etc.	Per Hour	Fully Burdened Rate of Employee Used	Per Hour	Fully Burdened Rate of Employee Used

***Any filming conducted on runways or taxiways defined as the Movement Area by the Federal Aviation Administration will have a $2,500 per day additional fee on top of other rates.**

Aviation Use of Airfield**:		Adopted Fee 03/15/2022	$ Change	Proposed Fee
~~Terminal Ramp Day Use; multiple use or 2 or more hours~~	~~day~~	~~$11~~	~~n/a~~	~~n/a~~
~~Terminal Ramp RON Use Fee; 6 hours or more after 5:00 pm~~	~~night~~	~~$23~~	~~n/a~~	~~n/a~~
GA Ramp Fee for A/C under 5,000 lbs	day	$0	$10	$10
GA Ramp Fee for A/C over 5,001 lbs "paid with landing fee"	day	$0	$24	$24
Monthly Tie Down Fee	Flat Rate	$0	$75	$75
~~Off Peak Season (September 11-May 30) Landing Fees Aircraft/Rotorcraft 6,001 lbs. ≤ X ≤ 11,999 lbs.~~	~~per 1,000 lbs. for aircraft over 6,001 lbs. Landing Weight~~	~~$2.53/1,000 lbs.~~	~~n/a~~	~~n/a~~
~~Off Peak Season (September 11-May 30) Landing Fees Aircraft/Rotorcraft 12,000 ≤ X ≤ 29,999 lbs.~~	~~per 1,000 lbs. for aircraft between 12,000 and 29,999 lbs. Landing Weight~~	~~$3.11/1,000 lbs.~~	~~n/a~~	~~n/a~~
~~Off Peak Season (September 11 - May 30) Landing Fees Aircraft/Rotorcraft 30,000 ≤ X ≤ 59,999 lbs.~~	~~per 1,000 lbs. for aircraft between 30,000 and 59,999 lbs. Landing Weight~~	~~$3.60/1,000 lbs.~~	~~n/a~~	~~n/a~~
~~Off Peak Season (September 11 - May 30) Landing Fees Aircraft/Rotorcraft 60,000 ≤ X lbs.~~	~~per 1,000 lbs. for aircraft equal to or over 60,000 lbs. Landing Weight~~	~~$3.64/1,000 lbs.~~	~~n/a~~	~~n/a~~
~~Summer High Season (May 31-September 10) Landing Fees Aircraft/Rotorcraft 6,001 lbs. ≤ X ≤ 11,999 lbs.~~	~~per 1,000 lbs. for aircraft over 6,001 lbs. Landing Weight~~	~~$3.03/1,000 lbs.~~	~~n/a~~	~~n/a~~
~~Summer High Season (May 31-September 10) Landing Fees Aircraft/Rotorcraft 12,000 ≤ X ≤ 29,999 lbs.~~	~~per 1,000 lbs. for aircraft between 12,000 and 29,999 lbs. Landing Weight~~	~~$3.72/1,000 lbs.~~	~~n/a~~	~~n/a~~
~~Summer High Season (May 31-September 10) Landing Fees Aircraft/Rotorcraft 30,000 ≤ X ≤ 59,999 lbs.~~	~~per 1,000 lbs. for aircraft between 30,000 and 59,999 lbs. Landing Weight~~	~~$4.36/1,000 lbs.~~	~~n/a~~	~~n/a~~
~~Summer High Season (May 31-September 10) Landing Fees Aircraft/Rotorcraft 60,000 ≤ X lbs.~~	~~per 1,000 lbs. for aircraft equal to or over 60,000 lbs. Landing Weight~~	~~$4.88/1,000 lbs.~~	~~n/a~~	~~n/a~~
~~Fuel Flowage Fee~~	~~per gallon/per agmt~~	~~$0.11~~	~~n/a~~	~~n/a~~
~~Non-Fixed Based Operators Use: e.g. Mechanics, Instructors, etc.~~	~~% of gross income if not paying rents & fees otherwise~~	~~7.75%~~	~~n/a~~	~~n/a~~

~~****Basing an Aircraft in an Airport Hangar does not count as "tenancy" for purposes of Commercial activities. Tenancy requires ground lease, concession agreement or terminal office rental agreement**~~

Fee Description	Unit	Adopted Fee 11/15/2022 Effective 1/1/2023
Landing Fee	Helicopter Takeoff Weight	
	3,001+	$50.00 flat rate
Landing Fee	FixedWingTakeoffWeightPer1,000lbs.	
	5,501 - 19,000	$8.00
	20,000 - 49,000	$10.00
	50,000+	$12.00

Airport (cont.)

Fee Description	Unit	Adopted Fee 03/15/2022	$ Change	Proposed Fee 4.88%
Other Fees:				
~~Automobile Parking; monthly~~	~~per space~~	~~$28~~	~~n/a~~	~~n/a~~
Airport Parking Lot Rental 100 Spaces	1/2 Parking Lot	$1063/day	$52	$1,115/day
Ground Transportation - Limousine; yearly	per company	$706	$34	$740
Gratuitous Transportation – Taxi Cab; yearly, negotiable	vehicle	$35	$2	$37
North GA or Terminal Ramp; hourly, 300 linear feet full width	hourly	$295	$14	$309
North GA or Terminal Ramp; day, 300 linear feet full width	day	$3,540	$173	$3,713
Taxiway A between H and J– North End; hourly	hourly	$295	$14	$309
Taxiway A between H and J– North End; daily	day	$3,540	$173	$3,713
Airport Technician	Fully burdened hourly rate	Fully burdened hourly rate	n/a	Fully burdened hourly rate
Dump Truck, Sander, Grader, Loader	hourly	$201	$10	$211
Carpet Cleaning; includes equipment use +actual costs of City staff	hourly + actual	Fully burdened hourly rate	n/a	Fully burdened hourly rate
Airport Hangar Waitlist Fee	each	$0	$250	$250
Airport Lease Security Deposit (refundable deposit)	each	$782	Rolled back to appropriate rates; deposits are not subject to increase based on CPI.	$750
Airport Key Card (refundable deposit)	each	$52		$50
Lost/Stolen Key Card Replacement (non- refundable)	each	$52		$50
Airport Hangar Key (refundable deposit)	each	$26		$25
Lost/Stolen Hangar Key Card Replacement (non- refundable)	each	$26		$25

*****Local Emergency Agency Partners conducting training exercises to improve interagency airport emergency response is exempted from use fees**

The T-Hangar complex is on a parcel of land approximately 275'x 663' including the taxi lanes. There are six buildings with a total of 48 aircraft hangars and seven storage areas as follows:

~~Fee Description~~			~~Aeronautical Use Adopted Fee 03/15/2022~~	~~Non Aeronautical Use Adopted Fee 03/15/2022~~
~~Building~~	~~Qty Available~~	~~Size~~	~~Monthly Rent~~	~~Monthly Rent~~
~~Daily Rate Aircraft Hangar Storage (not to exceed 30 continuous days rental)~~	~~(When Available)~~	~~All~~	~~$43/day~~	~~n/a~~
~~Building A~~	~~3~~	~~42' box – 1,560 sf~~	~~$742~~	~~$1,060~~
	~~1~~	~~48' box – 1,920 sf~~	~~$819~~	~~$1,256~~
	~~1~~	~~60' box – 3,600 sf~~	~~$1,248~~	~~$2,212~~
~~Building B~~	~~7~~	~~45' tees – 1,350 sf~~	~~$646~~	~~$918~~
	~~2~~	~~48' tees – 1,480 sf~~	~~$675~~	~~$990~~
	~~2~~	~~Storage – 674 sf~~	~~$364~~	~~$481~~
~~Building C~~	~~8~~	~~42' tees – 1,071 sf~~	~~$514~~	~~$730~~
	~~2~~	~~42' el – 1,271 sf~~	~~$587~~	~~$854~~
	~~1~~	~~Storage – 357 sf~~	~~$152~~	~~$232~~
~~Building D~~	~~9~~	~~42' tees – 1,071 sf~~	~~$514~~	~~$730~~
	~~1~~	~~42' el – 1,271 sf~~	~~$587~~	~~$854~~
	~~1~~	~~Storage – 357 sf~~	~~$152~~	~~$232~~
	~~1~~	~~Storage – 525 sf~~	~~$296~~	~~$380~~
~~Building E~~	~~10~~	~~42' tees – 1,071 sf~~	~~$514~~	~~$730~~
	~~2~~	~~Storage – 525 sf~~	~~$296~~	~~$380~~
~~Building F~~	~~4~~	~~48' box – 1,920 sf~~	~~$819~~	~~$1,256~~
~~Hangar F4*~~	~~1~~	~~48' box – 1,920 sf~~	~~$1,055~~	~~n/a~~
	~~1~~	~~10' Box - 800 sf~~	~~$364~~	~~$523~~
~~Somermeier~~	~~1~~	~~61' box – 3,111 sf~~	~~$1,445~~	~~$2,095~~
~~Improper Hangar Use Penalty. Tenants who represent to use the hangar for aeronautical purposes at a lower rate then use hangar for non-aeronautical use~~	~~Upon Complaint or Hangar Inspection~~	~~Not Applicable if Tenant notifies Airport Manager that they intend to change use from Aeronautical to Non-Aeronautical~~	~~$1,200 per occurrence + Adjustment of rental rate to non-aeronautical~~	~~N/A~~

~~***Hangar F4 has a higher rate due to significantly more energy consumption due heated hangar for air ambulance.**~~

~~Rental rates listed above are based on a one year lease. All leases are short term leases (month to month) and all units are charged a flat monthly rate of $25 for electricity which is included in the monthly fee. These utility charges are based on average year round usage. Hangar F4 is used for Air Ambulance Operations and expends significant energy on heating the hangar. As a result, this hangar is charged a higher utility rate to cover the increased cost.~~

Fee Description	Unit	Council Adopted 10/4/2022 Effective 1/1/2023
Offices	square foot or agreement	$2.30

Aviation Use of Airfield	Unit	Council Adopted 10/4/2022 Effective 1/1/2023
Fuel Flowage Fee	per gallon/per agmt	$0.20

Other Fees	Unit	Council Adopted 10/4/2022 Effective 1/1/2023
Parking	per space	$100

Building	Unit	Council Adopted 10/4/2022 Effective 1/1/2023
All Hangars (Box and Tee)	per square foot	$0.96
All Storage Units (Aeronautical Use)	per square foot	$0.96
All Storage Units (Non-Aeronautical Use)	per square foot	$0.96

City Clerk

Fee Description	Unit	Adopted Fee 03/15/2022	$ Change	Proposed Fee 4.88%
Appeals	per appeal	$345	$17	$362
Document Printing and Copying, .10 per page plus postage	document page	$0.10	$0	$0.10
City Council Chambers Use Application Fee	per application	$25	$1	$26
City Council Chambers Rental, M-F, 8-5 p.m.	per hour	$40	$2	$42
Video Meeting Electronic File Transfer, 1 per Drive	Thumb Drive	$5	$0	$5
Verbatim Transcript Service	actual outsource cost	hourly or actual outsource cost	n/a	hourly or actual outsource cost
Notary Service	per signature	$15	$0	$15
Notary Service - Providing California Notary Acknowledgement or Jurat Form	per form		n/a	$1
Agenda Mailing Service, .10 per page plus postage	agenda	.10 per page plus postage	n/a	.10 per page plus postage
Filming Application Fee	application	$178	$9	$187
Public Property Use Fee (for filming only)	use	$696	$34	$730
Temporary Sign Deposit (yard signs)	campaign	$158	$8	$166

Finance

Fee Description	Unit	Adopted Fee 03/15/2022	$ Change	Proposed Fee 4.88%
Business and Professions Tax Rates:				
Schedule A (per $1,000 gross receipts)	per 1,000 gross receipts	$1.07	n/a	$1.07
Schedule B (per $1,000 gross receipts)	per 1,000 gross receipts	$1.62	n/a	$1.62
Schedule C (per $1,000 gross receipts)	per 1,000 gross receipts	$2.14	n/a	$2.14
Schedule D (per $1,000 gross receipts)	per 1,000 gross receipts	$2.69	n/a	$2.69
Schedule E (per $1,000 gross receipts)	per 1,000 gross receipts	$3.22	n/a	$3.22
Schedule N (non-profit 501(c)(3); veterans; etc.)	n/a	$0.00	n/a	$0.00
Maximum Annual Amount of Tax (Measure B, June 2012)	application	$20,000	n/a	$20,000
Administrative Fee – New license application (Including $12 Business License Technology Fee)	application	$77	$4	$81
Administrative Fee – New Business One Time 6 Month License Application	application	$38	$2	$40
Administrative Fee – Annual Renewal (Including Business License Technology Fee)	application	$60	$3	$63
AB1379 (amended SB1186; ADA info and access fee - State of CA mandated; effective 1/1/2018 through 12/31/2023)	per business certificate	$4	$0	$4
Business License Technology Fee; collected with admin fee	business application	$11	$1	$12
Business License Certificate – duplicate copy	certificate	$18	$1	$19
Lien Release Fee	lien	Passed on to Seller through Escrow	n/a	Passed on to Seller through Escrow
Administrative Fee for Delinquent Refuse Collections	lien	$79	$4	$83
TOT and Business License Reports:				
Delinquent Tax Analysis	per project	At cost using fully burdened hourly rate	n/a	At cost using fully burdened hourly rate
Motel Tax Master (name/address listing)	per report	$57	$3	$60
Individual TOT Report	per motel/per year	$17	$1	$18
Vacation Home Rental Master Report	per report	$57	$3	$60
Vacation Home Rental Label Report	per report	$57 + cost of labels	$3	$60 + cost of labels
Business License Master Report, Standard Format	per report	$57	$3	$60
Business License Master Report Requiring Specific Formatting Due to Information Request	per report	$57 + fully burdened hourly rate	$3	$60 + fully burdened hourly rate
Business License Label Report	per report	$57 + cost of labels	$3	$60 + cost of labels
Miscellaneous Fees:				
Returned Check (NSF) Processing	per check	$25	$1	$26
Geobase Information Service, Research	per project	At cost using fully burdened hourly rate	n/a	At cost using fully burdened hourly rate
Stop Payment Fee	per check	At cost using actual bank charge	n/a	At cost using actual bank charge

Financial Policies:
Strengthening Financial Position

To preserve General Fund revenues, the City will take proactive steps to strengthen its financial condition. The following policies shall guide those efforts.

A. Diversified Economy and Revenues

1. Preservation of Commercial and Industrial Development Opportunities

The City shall diversify its economic base by encouraging a broad range of private sector commercial and industrial employment. While it is important to maintain an inventory of land zoned for residential use, the City shall carefully consider economic impacts before rezoning any commercial or industrial land to residential use. The City Council shall be presented with an analysis of trend data comparing percentages of residential development to commercial/industrial development.

2. Jobs/Housing Balance

The City shall promote an equal ratio of jobs to housing, and shall encourage the expansion of businesses that will provide opportunities for residents to work in the community.

3. Effect of Fees/Charges/Rates on Commercial and Industrial Development

In setting fees, charges, and/or rates on commercial and industrial development, the City shall evaluate the comparative fee structure of other neighboring jurisdictions. The City shall strive to implement fees, charges and/or rates that are competitive with other jurisdictions and that shall not have a negative impact on sales tax or other valuable sources of revenue.

B. Economic Incentives for Commercial and Industrial Development

The City shall provide economic incentives for commercial and/or industrial development when such incentives shall lead to a positive economic return for the City in terms of jobs, workforce housing opportunities, enhanced revenues, a more diversified economic base, or enhanced transportation or other public services. Any economic incentive policies shall be attached as an Appendix to this document.

C. Intergovernmental Revenues

1. Grants

   Grants from federal, state or private organizations are an appropriate and desirable means of enhancing available revenues. However, grant funding is rarely a long-term, stable economic base. Grant applications and subsequent grant awards shall be approved by the City Council. The City shall ensure that grant funding is appropriately leveraged to enhance City services as set forth in its Grant Funding and Compliance Policy. (See separate policy document).

2. State Shared Revenues

   To protect against fluctuations in intergovernmental revenues, the City shall maintain 25 percent General Fund Committed fund balance as a reserve against unanticipated or uncontrollable reductions in state subventions.

D. User Fee Cost Recovery

The City provides certain services to its residents and businesses that are funded in whole or in part by fees that are intended to cover all or a portion of the cost of providing such services. To the extent User Fees do not cover the entire cost of providing such services; the General Fund subsidizes the additional expense. Careful examination of User Fees shall enhance the stability of the General Fund. The following policies shall be implemented to ensure that User Fees keep pace with changes in the cost-of-living as well as changes in methods or levels of service delivery.

1. General Principles

   a. Revenues derived from User Fees shall not exceed the reasonable cost of providing the service.

   b. Cost recovery goals shall be based on the total cost of delivering the service, including all direct costs, departmental administration costs, and organization-wide support costs such as accounting, personnel, data processing, building and/or vehicle maintenance, and insurance.

c. The method of assessing and collecting fees shall be as simple as possible in order to reduce the administrative cost of collection. Although a high cost of recovery may be appropriate for specific services, if it is impractical or costly to charge the user, a lower level of cost recovery shall be appropriate.

d. Fee levels shall be sensitive to the "market" for similar services, including the provision of services by private sector service or program providers. User Fees shall not be set so high that services shall not be used. Conversely, User Fees shall not be set so low that the City is stimulating a demand by artificially low prices. Specifically, the City shall carefully consider whether it is appropriate to provide services at a subsidized cost (or a cost that does not include all cost of services, such as room rental costs, building maintenance or personnel charges) if such services are available through the private sector.

e. Fee levels shall be sensitive to smaller, infrequent users of the service, for example, small businesses that may have less of an opportunity to recover the cost of User Fees through ordinary business income.

f. The level of cost recovery should consider the community-wide versus special benefit of the program or activity that is the subject of the User Fee. The use of general-purpose revenues shall be appropriate for community-wide services, while User Fees at some level shall be appropriate for services that are of special benefit to easily identified individuals or groups. (For example, it would be unusual to charge a User Fee for a community-wide event such as an Easter Egg Hunt, while it would be appropriate to charge a User Fee at some level for an adult recreational program with a limited number of participants.)

g. The level of cost recovery shall consider the financial benefit to the service user, and whether the user is a service driver or a service recipient. In cases where there user benefits financially from the provision of the service, and the service would not be provided but for the expanded business or revenue opportunities, the level of User Fee should more closely approximate 100% cost recovery. (For example, a developer receives financial benefit at the conclusion of the development review process, and the City would not provide the review of development applications but for the expanded business or revenue opportunity for the developer. While the community may be the actual service recipient of the review of development applications, the developer is the service driver.)

2. Factors Favoring High Levels of Cost Recovery. High cost recovery levels are especially appropriate in the following circumstances:

    a. The service is similar to services provided through the private sector.

    b. Other private or public sector alternatives could or do exist for the delivery of the service.

    c. The demand for the service is high and cost of service is needed as a mechanism to help control demand.

    d. The cost of service can be used as a mechanism for encouraging compliance with the law. (For example, police response to false burglary alarm calls.)

    e. The service is regulatory and voluntary compliance is not expected to be the primary method of detecting failure to meet regulatory requirements. (For example, building permit, plan checks and subdivision review services.)

3. Factors Favoring Low Levels of Cost Recovery. In addition to the general policy considerations noted above, low cost recovery levels are appropriate in the following circumstances:

    a. The program or services falls within the range of general public services which are provided to the community to promote the general safety, health and well-being of the community, and there is no intended relationship between the amount paid and the benefit received. (For example, police and fire services, general access to park facilities.)

    b. The service is not generally available through private sources and is necessary to promote the general safety, health and well-being of the community. (For example, teen after school programs.)

    c. The service is generally non-recurring, delivered on a "peak demand" or emergency basis, cannot reasonably be planned for on an individual basis, and is not readily available from a private sector source. (For example, police and fire services in response to emergencies.)

    d. Collecting fees would discourage compliance with regulatory requirements and adherence to regulatory requirements is not

readily identified by the City. (For example, home-based business licenses.)

4. Periodic Adjustment of User Fees. A comprehensive analysis of User Fees shall be made at least every three years. In the interim, if applicable, fees shall be adjusted by no less than the amount of the annual change in the Consumer Price Index. Fees may also be adjusted more frequently based on supplemental analysis whenever there has been significant change in the method, level or cost of service delivery. A schedule reporting the rate of all User Fees shall be included as an Appendix to the budget, and the City Council may direct adjustment in User Fees as part of the annual budget process.

5. Development Review Programs. Cost recovery for development review programs shall be very high, and in most cases the goal for cost recovery should be 100%. The City shall also impose clear performance standards to ensure that there is high value for services rendered. This cost recovery principle applies to the following types of development review programs:

    a. Planning (planned development permits, tentative and parcel maps, rezonings, general plan amendments, variances, use permits, etc.)

    b. Building and safety inspections (building permits, structural plan checks, fire inspections, etc.)

    c. Engineering (public improvement plan checks, inspections, subdivision requirements, encroachments, etc.)

E. Enterprise Fund Rates

Each of the enterprise funds shall be operated in a manner to fully cover the total direct and indirect costs (including operations, capital outlay and debt service) for operating such functions so as to avoid General Fund subsidies for enterprise operations.

1. Rates shall be reviewed on an annual basis and shall be adjusted as appropriate and equitable.

2. Rates charged for enterprise activities shall be compared periodically against rates charged by other public agencies for purposes of benchmarking cost of service and operations. Private contracting opportunities shall be evaluated as appropriate as a means of reducing expenses, while remaining in compliance with the City's Purchasing Policies.

F. Collections

The City shall implement a uniform collection program. The costs of this collection program shall be reviewed annually to ensure the total direct and indirect costs are fully covered. The costs shall be passed on to the delinquent customers as a penalty in the collection process.

The City's options for collection are:

a. Property Liens. A lien shall be placed on the property should the owner fail to pay charges, penalties and interest charges. Enforcement of liens shall be made in accordance with the applicable section of the City Code subject to delinquent payment, and may be initiated through a court ruling. Collections against property liens are typically done by issuing a warrant for enforcement or foreclosure proceeding in the case where a deed of trust has been secured by the City against the property, and may result in a sale pursuant to a writ of execution.

b. Special Assessments. A resolution must be presented to the City council to declare a special assessment on a delinquent customer's real property. Upon passage and adoption a certified copy shall be recorded with the County Recorder's office. The assessment shall be collected at the same time and in the same manner as ordinary municipal taxes. Special assessments are typically levied as a result of delinquent property assessments, non-payment of nuisance abatement costs or refuse fees.

c. Withholding Entitlements. The City may withhold issuing any licenses, permits and other entitlements until payment for charges due, including penalties and interest is received.

d. Collection Agency (other enforcement procedures). The City can take other actions allowed for enforcement of a civil judgment. Collection agency fees shall be passed on to the customer through penalty and interest charges therefore avoiding gifting of public funds.

e. Closure of Business
The City Code allows for closure of a business for failure to comply with any provision of the Business Tax or Occupancy Tax chapters relating to the payment of monies due. Proper notice and due process shall be given to the business operator before closure.

Notice of Public Hearing
City of South Lake Tahoe City Council
Considering updates to the Master Schedule of Fees
and
Charges for City Services 2022-2023

NOTICE IS HEREBY GIVEN that the City Council will conduct a PUBLIC HEARING on Tuesday, March 14, 2023, at 9:00 a.m. or as soon thereafter as possible, in the City Council Chambers, 1901 Lisa Maloff Way., South Lake Tahoe, California.

The purpose of the public hearing will be to receive public input on the 2022/2023 fiscal year update to the Master Schedule of Fees and charges for City services. Council will review, discuss, receive public comment and will consider adoption of the proposed schedule of fees and charges at this meeting.

All interested persons are invited to attend or to write their comments to the City Council in care of the City Clerk PublicComment@cityofslt.us or at the address listed below.

A copy of the proposed schedule will be available for public review by no later than Thursday, February 23, 2023. A public agenda packet will be 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.

Susan Blankenship
Susan Blankenship
Elected City Clerk
City of South Lake Tahoe
1901 Lisa Maloff Way, Ste 206
South Lake Tahoe, CA 96150
(530) 542-6005

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Published: March 3, 2023

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 14, 2023
Agenda Item #: 22

Agenda Item: Citizen Appointments to Commissions and Boards

Executive Summary: In November 2022, the City Clerk began soliciting applications for citizen appointments to the Arts, Culture, and Tourism Commission, Police Advisory Commission, Planning Commission, Airport Land Use Commission, Building and Housing Board of Appeals, Independent Citizens' Oversight Board, and the Parks & Recreation Commission, for terms expiring in February 2023.

The solicitation and appointment of citizens to various boards and commissions meets the requirements set forth in Resolutions 2018-111 and Resolution 2022-011 and conforms to City Council Protocols.

Requested Action / Suggested Motions: Interview applicants and Pass a Motion appointing applicants as follows: 1 member to serve a four-year term to the Independent Citizens' Oversight Committee (Measure P), 1 member to serve a two-year term to the Airport Land Use Commission, and direct the City Clerk to continue soliciting for applications to the remaining vacancy.
Responsible Staff Member: Susan Blankenship, City Clerk

Responsible Staff Member: Susan Blankenship, City Clerk (530) 542-6005

Reviewed and Approved By:
Heather Stroud, City Attorney

Attachments:

01-Staff Report Citizen Appointments to Boards & Commissions.docx
02-ALUC - Manfredi_Redacted.pdf
03-ICOC - Wood_Redacted.pdf
04-Maddy Act List.pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: March 14, 2023

Title: Citizen Appointments to Commissions and Boards

Location: Citywide

Responsible Staff Member: Susan Blankenship, City Clerk (530) 542-6005

Background: At their January 10, 2023, meeting City Council appointed members to serve on the City's Boards and Commissions. No applications were received for the Airport Land Use Commission and Council provided direction to re-solicit for applications. During the appointment process, the City Clerk received an email from applicant (Xistra-Rich) for the Citizens Independent Oversight Committee who withdrew their appointment. The City Clerk re-solicited for this position.

Issue and Discussion: One application was received for two positions to the Airport Land Use Commission (2-year term)

- Alberto Manfredi

One application was received for one position to the Independent Citizens' Oversight Committee. (4-year term)

- Jude Wood

The City Clerks recommends appointing members from the applications received and continue to solicit for applications to the Airport Land Use Commission until filled.

Financial Implications: Costs associated with staff support of the individual commissions/boards have been budgeted for within the department who oversees the commission.

Environmental Considerations: This is not a "project" subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(2) (continuing administrative or maintenance activities, such as purchases for supplies)

Policy Implications: The solicitation and appointment of citizens to various boards and commissions meets the requirements set forth in Resolution 2018-111 and Resolution 2022-011 and conforms to City Council Protocols.

CITY OF SOUTH LAKE TAHOE
VOLUNTEER COMMISSION/BOARD MEMBER APPLICATION

Please Legibly Print or Type

NAME: FIRST	MIDDLE INITIAL	LAST	COMMITTEE AND/OR CATEGORY APPLYING FOR:
Alberto	Fernando	Manfredi	Airport Land Use Commission

RESIDENCE: STREET ADDRESS	CITY	STATE	ZIP CODE
[redacted]	South Lake Tahoe	CA	96150

MAILING ADDRESS: P.O. BOX	CITY	STATE	ZIP CODE
[redacted]	South lake Tahoe	CA	96150

RESIDENCY: (Please select one)
CITY RESIDENT [✓] EL DORADO COUNTY RESIDENT [ ] DOUGLAS COUNTY RESIDENT [ ] STATE OF NEVADA RESIDENT [ ]

PHONE NUMBER(S): RESIDENCE: [redacted] BUSINESS: EMAIL ADDRESS: [redacted]

EMPLOYER:
Retired - Intelligence Officer

EDUCATION/EXPERIENCE:

Ph.D. Student, M.B.A., B.S. Criminal Justice / Please refer to my attached resume for my education and experience.

PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:

PAST: CA Court Appointed Child Advocate, Marine Corps League, Veteran of Foreign Wars,

Summer 2022: Lake Tahoe Wildlife Center

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?

To provide recommendations to the City and Counsel with Airport Land Use Commission on FAA regulations and guidelines, airport planning & programming, planning, environmental, policies, development, financial, airport safety and standards, and airport compliance. If appointed I will work cohesively with city staff and the community.

Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?
YES [ ] NO [✓]

Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:
None

If appointed to the Airport Land Use Commission, Planning Commission Building Board of Appeals, Parks & Recreation Commission, Arts, Culture and Tourism Commission or Independent Citizens' Oversight Commitee, you will be required by the State of California Fair Political Practices Commission to file a Conflict of Interest Statement with the City Clerk. Will you be willing to comply with this requirement?

YES [✓] NO [ ]

CERTIFICATE OF APPLICANT:
I certify that all statements made in this application are true and complete. I understand that any false statement or omission of material facts will subject me to disqualifica[redacted]

DATE: 1/24/2023 SIGNATURE: [redacted]

Please note that the information provided on this application, including address, phone number and email address will become a matter of public record.

WHEN COMPLETED RETURN FORM
TO: Office of the City Clerk
Attn: Susan Blankenship - City Clerk
1901 Lisa Maloff Way, Ste 206
South Lake Tahoe, CA 96150-6324
PH: (530) 542-6005
sblankenship@cityofslt.us

CITY OF SOUTH LAKE TAHOE
VOLUNTEER COMMISSION/BOARD MEMBER APPLICATION

Please Legibly Print or Type

NAME: FIRST	MIDDLE INITIAL	LAST	COMMITTEE AND/OR CATEGORY APPLYING FOR:
JUDE	R	WOOD	MEASURE P OVERSIGHT COMMITTEE

RESIDENCE: STREET ADDRESS	CITY	STATE	ZIP CODE
[redacted]	SOUTH LAKE TAHOE	CA	96150

MAILING ADDRESS: P.O. BOX	CITY	STATE	ZIP CODE
[redacted]	SOUTH LAKE TAHOE	CA	96150

RESIDENCY: (Please select one)
CITY RESIDENT ☐ EL DORADO COUNTY RESIDENT ☑ DOUGLAS COUNTY RESIDENT ☐ STATE OF NEVADA RESIDENT ☐

PHONE NUMBER(S): RESIDENCE: [redacted] BUSINESS: [redacted] EMAIL ADDRESS: [redacted]

EMPLOYER:
BOYS AND GIRLS CLUB OF LAKE TAHOE

EDUCATION/EXPERIENCE:

PREVIOUS MEASURE P OVERSIGHT COMMITTEE MEMBER, PART OF THE CITY CANNABIS ORDINANCE WORKING GROUP, ED OF THE BOYS AND GIRLS CLUB, PART OF THE MEASURE P CAMPAIGN

PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:

MEASURE P OVERSIGHT COMMITTEE, EL DORADO COUNTY EARLY CHILDHOOD EDUCATION PLANNING ADVISORY COMMITTEE, TAHOE CHAMBER BOARD OF DIRECTORS

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?

TO ENSURE THAT THE MONEY RAISED FROM MEASURE P IS SERVING THE RECREATION NEEDS OF SOUTH LAKE TAHOE AND TO SUPPORT THE CITY IN THEIR GOAL OF A NEW RECREATION CENTER

Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?
YES ☑ NO ☐

Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:
THE BOYS AND GIRLS CLUB IS NAMED IN THE MEASURE

If appointed to the Airport Land Use Commission, Planning Commission, Building Board of Appeals, Parks & Recreation Commission, Arts, Culture and Tourism Commission or Independent Citizens' Oversight Committee, you will be required by the State of California Fair Political Practices Commission to file a Conflict of Interest Statement with the City Clerk. Will you be willing to comply with this requirement?

YES ☑ NO ☐

CERTIFICATE OF APPLICANT:
I certify that all statements made in this application are true and complete. I understand that any false statement or omission of material facts will subject me to disqualification or dismissal.

DATE: 1.12.2023 SIGNATURE: [redacted]

Please note that the information provided on this application, including address, phone number and email address will become a matter of public record.

WHEN COMPLETED RETURN FORM
TO: Office of the City Clerk
Attn: Susan Blankenship - City Clerk
1901 Lisa Maloff Way, Ste 206
South Lake Tahoe, CA 96150-6324
PH: (530) 542-6005
sblankenship@cityofslt.us

LOCAL APPOINTMENTS LIST

Government Code 54972 (Maddy Act)

AIRPORT LAND USE COMMISSION (2 Year Term)

Meets as needed to review compatibility of land use plans and regulations around the airport.

Name	Date Appointed	Term Expires
Vacant		
Vacant		

BUILDING BOARD OF APPEALS (2 Year Term)

Meets as needed to hear appeals of Building Official determinations & monitor City building use, maintenance & construction requirements.

Name	Date Appointed	Term Expires
Keith Roberts	1/10/2023	2/2025
Frank Sylvester	1/18/2022	2/2024
Courtney Schmidt	3/1/2022	2/2024
Seth Howard	8/9/2022	2/2024
Scott McGill	1/10/2023	2/2025

INDEPENDENT CITIZENS' OVERSIGHT COMMITTEE (MEASURE P) (4 Year Term)

Meets as needed to provide direction to City Council & Staff regarding the use & accounting of Measure P funds.

Name	Date Appointed	Term Expires
Jerry Bindel	1/10/2023	2/2026
David Gregorich	1/10/2023	2/2026
Marissa Fox	1/10/2023	2/2026
Faye-Marie Pekar	1/10/2023	2/2026
Vacant		

PARKS & RECREATION COMMISSION (Alternating 2 Year Terms)

Meets quarterly to advise City Council on policies and projects relating to city parks and recreation.

Name	Date Appointed	Term Expires
Amelia Richmond	1/10/2023	2/2024 (limited term vacancy)
Kira Smith	1/10/2023	2/2025
Jerry Bindel	1/18/2022	2/2024
David Gregorich	1/18/2022	2/2024
Peter Fink	1/10/2023	2/2025
Margaret Kovarik-Maxhimer	1/10/2023	2/2025
Nicole Ramirez-Thomas	1/10/2023	2/2025

PLANNING COMMISSION (Alternating 2 Year Terms)

Meets monthly to assist in matters relating to the City's general plan, serve as Delinquent Refuse Hearing Board & perform duties set forth in Article 7 of the Government code.

Name	Date Appointed	Term Expires
Natalia Wieczorek	1/10/2023	2/2025
Keith Roberts	1/18/2022	2/2024
Gavin Feiger	1/18/2022	2/2024
Nick Speal	1/10/2023	2/2025
Seth Howard	1/10/2023	2/2025

Revised 01 10 2023

Arts, Culture and Tourism Commission (Alternating 2 Year Terms)

Meets quarterly to advise City Council on policies and projects relating to Arts, Culture and Tourism.

Name	Date Appointed	Term Expires
Stacey Ballard	1/10/2023	2/2025
Eleanor Brennan	1/10/2023	2/2025
David Hamilton	1/10/2023	2/2025
Scott Forrest	1/18/2022	2/2024
Bryan Yerian	1/18/2022	2/2024
Tony Lyle	1/18/2022	2/2024 (non-voting representative)

Police Advisory Commission (Alternating 2 Year Terms)

Meets quarterly to advise, assist, and collaborate on police/community issues.

Name	Date Appointed	Term Expires
Ayana Morali	1/10/2023	2/2025
Erika Gonzalez	1/10/2023	2/2025
Tom Davis	1/10/2023	2/2025
Claudia Andersen	1/18/2022	2/2024
Justin Zunino	1/18/2022	2/2024

Council Commissions with citizen representation

EL DORADO COUNTY COMMUNITY ACTION COUNCIL - Council Commission with citizen representative

Name	Date Appointed	Term Expires
Brian Conway	12/13/2022	Appointment considered annually

EL DORADO COUNTY COMMISSION ON AGING - Council Commission with citizen representative

Name	Date Appointed	Term Expires
Chantelle Schenning	12/13/2022	Appointment considered annually

TRPA ADVISORY PLANNING COMMISSION – Council Commission with citizen representative

Name	Date Appointed	Term Expires (2 Year Term)
Susan Chandler	12/13/2022	12/2024

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 14, 2023
Agenda Item #: 23

Agenda Item: Ordinance Amending South Lake Tahoe City Code Section 6.55.230 (Temporary Activities and Uses) (First Reading)

Executive Summary: On February 14, 2023, the City Council considered an ordinance with proposed amendments to South Lake Tahoe City Code Section 6.55.230. The City Council directed staff to remove standard 6.55.230.A.4.m from the ordinance which limited the number of arts and craft booths to nine and bring the ordinance back for first reading.

Requested Action / Suggested Motions: Pass a Motion to hold a first reading (by title only) of an Ordinance amending the South Lake Tahoe City Code Section 6.55.230 (Temporary Activities and Uses) to modify permit criteria for special events and refer second reading and adoption to the March 14, 2023 meeting.
CEQA Determination: This Ordinance is exempt from review under the California Environmental Quality Act (CEQA) under CEQA Guidelines sections 15323 (normal operations of facilities for public gatherings) and 15304(e) (minor alterations of land for temporary uses).
Responsible Staff Member: Madison Dederick, Assistant Planner

Responsible Staff Member: Madison Dederick, Assistant Planner (530) 542-6022

Reviewed and Approved By:
Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance
Heather Stroud, City Attorney

Attachments:

01-Staff_Report_Special_Events.docx
02-ORDINANCE_AMENDING_CITY_CODE_SECTION_6.55.230.docx
03-Redline - SLTCC 6.55.230 Amendment.pdf
04-Special Event Guidelines.docx
05-Special Event Application.docx

City of South Lake Tahoe
Report to **City Council**

Meeting Date: March 14, 2023

Title: Ordinance Amending South Lake Tahoe City Code Section 6.55.230 (First Reading)

Location: Citywide

Responsible Staff Member: Madison Dederick, Assistant Planner

Background: On February 14, 2023, the City Council considered an ordinance with proposed amendments to South Lake Tahoe City Code Section 6.55.230. The City Council directed staff to remove standard 6.55.230.A.4.m from the ordinance which limited the number of arts and craft booths to nine and bring the ordinance back for first reading.

The item before the City Council is a motion to hold a first reading (by title only) of an Ordinance amending the South Lake Tahoe City Code Section 6.55.230 and refer second reading to the City Council meeting on March 28, 2023.

Issue and Discussion: During discussions on February 14, 2023, members of the Council expressed concerns with limiting the number of arts and craft booths for special events and provided staff with direction for revision to the proposed ordinance. Attachment 03 shows the changes to City Code Section 6.55.230 including the removal of standard 6.55.230.A.4.m at City Councils direction. In addition to the code amendment, staff will maintain an event guideline document and application (Attachment 04 and 05) that establish permit review levels, submission timeframes, and required application materials to assist event producers in understanding the materials staff needs to complete an application review.

Financial Implications: There are no financial implications to amending the City Code. On February 28, 2023, the City Master Fee Schedule will be presented to the City Council at a Public Hearing, and the Major and Minor Special Event application fees will be incorporated for consideration. If the Ordinance is adopted at second reading on March 14, 2023, the new fees will be formally adopted on March 28, 2023, during the second meeting for the Master Fee schedule item.

Environmental Considerations: This Ordinance is exempt from review under the California Environmental Quality Act (CEQA) under CEQA Guidelines sections 15323 (normal operations of facilities for public gatherings) and 15304(e) (minor alterations of land for temporary uses).

Policy Implementations: The proposed amendments to the South Lake Tahoe City Code Section 6.55.230 would create a single streamlined permitting procedure that would be

processed by the Development Service Department. Streamlining the event procedures aligns with Goal 3.3 of the City's Strategic Plan and with Policy ED-1.10 of the City's General Plan by expanding and supporting event opportunities.

Ordinance 2023-XX

Adopted by the City of South Lake Tahoe City Council

March 28, 2023

AN ORDINANCE AMENDING CITY CODE SECTION 6.55.230

FINDINGS

A. On April 17, 2012, the City Council approved Special Event Application Guidelines identifying procedures for special event production in South Lake Tahoe.

B. On November 3, 2015, the City Council adopted Ordinance 2015-1094 amending City Code Section 6.55.230 for temporary activities, which became effective on December 3, 2015.

C. The city has since engaged in streamlining event processing by proposing amendments to City Code Section 6.55.230 and repealing the Special Event Application Guidelines. As a result, there will be no differentiation between special events and temporary activities and all events will be subject to City Code Section 6.55.230.

D. For events requiring a permit, staff will maintain documents that assist applicants in understanding materials staff needs to complete an application review. Information in these documents may include, but are not limited to, required submission materials, submission timeframes and permit review levels.

E. On December 20, 2022, the Art, Culture and Tourism Commission held a public hearing and passed a motion recommending adoption of an ordinance amending City Code Section 6.55.230.

F. On January 19, 2023, the Planning Commission held a public hearing and passed a resolution recommending adoption of an ordinance amending City Code Section 6.55.230.

G. On February 14, 2023, the City Council held a public hearing and directed staff to make revisions to the draft ordinance, which City Council considered at its march 14, 2023 meeting.

Now, Therefore, the City Council of City of South Lake Tahoe does ordain as follows:

SECTION 1. Chapter 6.55 Article III is hereby amended to read as follows:

Article III. Other Land Use Regulations

6.55.130 Parking requirements.
6.55.140 Height restrictions.
6.55.150 Setbacks.
6.55.160 Reserved.
6.55.170 Setback exceptions.
6.55.180 Minimum lot size.
6.55.190 Reserved.

6.55.200 Airport land use planning.
6.55.210 Condominium conversions of certain residential property.
6.55.220 Planned unit development.
6.55.230 Special events and temporary uses.
6.55.240 Land capability and land coverage.
6.55.250 Applicable density for various land use designations.
6.55.260 Calculation of allowable density.
6.55.270 Condo-hotels.

SECTION 2. Section 6.55.230 is hereby amended to read as follows:

6.55.230 Special Events and Temporary Uses

Refer to the Temporary Activities and Uses M.O.U. between the TRPA and the City of South Lake Tahoe.

A. Special Events.

1. A special event that complies with the provisions of TRPA Code of Regulations and City of South Lake Tahoe City Code may be conducted without a permit provided it does not include any activity listed in subsection (A)(2) of this section and provided the activity complies with all standards listed in subsection (A)(4) of this section.

2. Permit Required. A special event permit shall be required and obtained from the development services department prior to any activity involving any of the following elements:

    a. Road closure or detour;

    b. Off-site parking;

    c. Private security;

    d. Temporary structures (i.e., tents greater than 10 feet by 10 feet, stage, etc.);

    e. Amplified sound;

    f. Ground disturbance;

    g. Use of city resources (i.e., barricades, signs, traffic control, etc.);

    h. Activities proposed at night between 10:00 p.m. and 8:00 a.m.;

    i. Has the potential for more than 500 attendees;

    j. Conducted over a period of four or more consecutive days.

3. Exceptions. The following special events do not require a special event permit, but are subject to all standards listed in subsection (A)(4):

a. Noncommercial weddings and other single day life events such as birthday parties, holiday parties, etc., that occur in residential zones. Noncommercial means that the event site is not rented for the event with consideration charged for occupancy of the space.

b. Seasonal and temporary outdoor retail sales of trees, pumpkins and other items when located in a plan area designated for commercial, public service, or tourist uses.

c. Events which are included within the primary use of the property or are accessory to the primary use as determined by the Director of Development Services.

d. Facility Use. Special events that do not include any activity listed in subsection (A)(b) of this section but require use of a city facility do not require a special event permit but are subject to SLTCC 8.05.170.

e. Parades. Parades are subject to SLTCC 4.30.

4. Standards. All special events, whether a permit is required or not, must comply with all requirements cited below:

a. Comply with TRPA Code Chapter 22. However, activities qualifying for a TRPA Code exemption are not exempt from city permit requirements.

b. Comply with all applicable city, county, state, and federal regulations, including but not limited to El Dorado County Department of Environmental Health permitting and regulations, and California Department of Alcoholic Beverage Control permitting and regulations.

c. Special events shall be limited to a period not to exceed fourteen consecutive days. There shall be a four-day period between special events on a property.

d. Consistent with the City Code, the permissible uses in the plan area statements, community plans, and area plans.

e. In the appropriate location for the proposed type and size of event, and accommodate appropriate vehicle circulation and parking, signage, noise mitigation, and waste management.

f. Comply with Chapter 7.15 SLTCC, Urban Runoff and Storm Water Quality Management.

g. Comply with Chapter 3.35 SLTCC, Tax Rates and Licensing.

h. Comply with Chapter 4.175 SLTCC, Polystyrene and Plastic Food Packaging Regulations.

i. Signage shall not exceed a total of 60 square feet in area and shall be no taller than six feet in height. This may include one banner displayed for the

event. Temporary signs that are part of a special event may be installed up to 14 days prior to the event and shall be removed at the end of the activity. All signage shall be removed immediately following the event.

j. Comply with fire codes and safety standards set forth by National Fire Protection Association (NFPA) for fire resistant tents and must include an affixed manufacturer's label stating the tent meets NFPA requirements. A State Fire Marshal seal on the tent or a certificate is needed to prove treatment.

k. Not impede pedestrian or vehicle traffic at any time. Vehicle parking, loading or unloading may only occur in a designated parking stall and shall not occur within the city or Caltrans right-of-way, within sidewalk areas, or other publicly used areas. Sidewalks shall be kept open for use by the general public.

l. Comply with accessibility requirements of the Americans with Disabilities Act.

5. Where special events involve land disturbance, signage or structures, permittees may be required to post a security with the city to ensure compliance with certain conditions of approval. The approval shall state which conditions are the subject of the security.

B. Temporary Uses.

1. Permit Required. A city temporary use permit is required for the establishment of a use on a temporary basis.

a. Temporary use permits may be issued for a period consistent with the anticipated length of the use, not to exceed six months. One six-month extension may be granted.

b. Temporary use permits shall not be issued for the sole purpose of conducting a temporary business.

c. Temporary use permits shall not be issued for vending or commercial retail sales. Seasonal sales (i.e., Christmas tree lots, pumpkin patches, candy sales, etc.) conducted by nonprofit groups may be permitted.

d. Temporary uses are exempt from the requirement to provide commercial floor area and a verification of coverage.

e. Where temporary uses involve land disturbance, signage or structures, permittees may be required to post a security with the city to ensure compliance with certain conditions of approval. The approval shall state which conditions are the subject of the security.

f. Temporary uses shall be reviewed and approved for a specific purpose by City of South Lake Tahoe staff for consistency with the City Code, the permissible uses in the plan area statements, community plans, and area plans. A permissible use listed as allowed may be reviewed at staff level, while a use listed as special requires a public hearing that includes the TRPA

hearings officer, city zoning administrator or planning commission and notification of the property owners within a 300-foot radius.

SECTION 3. Adoption of this Ordinance amending City Code Section 6.55.230 repeals the Special Event Application Guidelines approved by City Council on April 17, 2012.

SECTION 4. The City Council finds that adoption of the proposed Ordinance is categorically exempt from review under the California Environmental Quality Act (CEQA) under CEQA Guidelines sections 15323 (normal operations of facilities for public gatherings) and 15304(e) (minor alterations of land for temporary uses).

SECTION 5. The City Clerk is directed to certify this Ordinance and cause it to be published in the manner required by law.

SECTION 6. This Ordinance shall become effective on April 28, 2023.

Adopted by the City of South Lake Tahoe City Council on March 28, 2023 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Cristi Creegan, Mayor

Attest:

_____
Susan Blankenship, City Clerk

First Reading: March 14, 2023
Published:
Second Reading: March 28, 2023
Effective: April 28, 2023

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

6.55.230 ~~Temporary activities~~ Special events and temporary uses.

Refer to the Temporary Activities and Uses M.O.U. between the TRPA and the C~~c~~ity of South Lake Tahoe.

A. ~~A. Temporary Activities.~~Special Events.

1. ~~a. Minor temporary activities~~ A special event that compli~~es~~y with the provisions of TRPA Code of Regulations and C~~c~~ity of South Lake Tahoe City Code may be conducted without a permit provided it does not include any activity listed in subsection (A)(b) of this section and provided the activity complies with all standards listed in subsection (A)(d~~c~~) of this section.

2. ~~b.~~ Permit Required. A ~~temporary activity~~ special event permit shall be required and obtained from the development services department prior to any activity involving any of the following elements:

    a. ~~i.~~ Road closure or detour;

    b. ~~ii.~~ Off-site parking;

    c. ~~iii.~~ Private security;

    d. ~~iv.~~ Temporary structures (i.e., tents greater than 10 feet by 10 feet, stage, etc.);

    e. ~~v.~~ Amplified music;

    f. ~~vi.~~ Ground disturbance;

    g. ~~vii.~~ Use of city resources (i.e., barricades, signs, traffic control, etc.);

    h. Activities proposed at night between 10:00 p.m. and 8:00 a.m.;

    i. Has the potential for more than 500 attendees;

    ~~h.~~j. Conducted over a period of four or more consecutive days.

3. Exceptions. The following special events do not require a special event permit, but are subject to all standards listed in subsection (A)(d):

a. Noncommercial weddings and other single day life events such as birthday parties, holiday parties, etc., that occur in residential zones. Noncommercial means that the event site is not rented for the event with consideration charged for occupancy of the space.

b. Seasonal and temporary outdoor retail sales of trees, pumpkins and other items when located in a plan area designated for commercial, public service, or tourist uses.

c. Events which are included within the primary use of the property or are accessory to the primary use as determined by the Director of Development Services.

d. Facility Use. Special events that do not include any activity listed in subsection (A)(b) of this section but require use of a city facility do not require a special event permit but are subject to SLTCC 8.05.170.

e. Parades. Parades are subject to SLTCC 4.30.

~~3.~~4.~~d.~~ Standards. All temporary activities special events, whether a permit is required or not, must comply with all requirements cited below:

a. ~~i.~~ Comply with TRPA Code Chapter 22. However, activities qualifying for a TRPA Code exemption are not exempt from city permit requirements.

b. ~~ii.~~ Comply with all applicable city, county, state, and federal regulations, including but not limited to El Dorado County Department of Environmental Health permitting and regulations, and California Department of Alcoholic Beverage Control permitting and regulations.

c. ~~iii.~~ Special events shall ~~B~~be limited to ~~activities conducted over~~ a period not to exceed four~~teen~~ consecutive days. There shall be a four-day period between ~~temporary activities~~special events on a property.

d. ~~iv.~~ Consistent with the C~~c~~ity C~~c~~ode, the permissible uses in the plan area statements, community plans, and area plans.

e. ~~v.~~ In the appropriate location for the proposed type and size of event, and accommodate appropriate vehicle circulation and parking, signage, noise mitigation, and waste management.

f. ~~vi.~~ Comply with Chapter 7.15 SLTCC, Urban Runoff and Storm Water Quality Management.

g. ~~vii.~~ Comply with Chapter 3.35 SLTCC, Tax Rates and Licensing.

~~g.~~h. Comply with Chapter 4.175 SLTCC, Polystyrene and Plastic Food Packaging Regulations.

~~h.~~i. ~~vii.~~ Signage shall not exceed a total of 60 square feet in area and shall be no taller than six feet in height. This may include one banner displayed for the ~~activity~~ event. Temporary signs that are part of a ~~temporary activity~~ special event may be installed up to 14 days prior to the ~~activity~~ event and shall be removed at the end of the activity. All signage shall be removed immediately following the event.

~~i.~~j. ~~ix.~~ Comply with fire codes and safety standards set forth by National Fire Protection Association (NFPA) for fire resistant tents and must include an affixed manufacturer's label stating the tent meets NFPA requirements. A State Fire Marshal seal on the tent or a certificate is needed to prove treatment.

~~j.~~k. ~~x.~~ Not impede pedestrian or vehicle traffic at any time. Vehicle parking, loading or unloading may only occur in a designated parking stall and shall not occur within the city or Caltrans right-of-way, within sidewalk areas, or other publicly used areas. Sidewalks shall be kept open for use by the general public.

~~k.~~l. ~~xi.~~ Comply with accessibility requirements of the Americans with Disabilities Act.

~~l.~~m. ~~xii. Comply with SLTCC 6.10.450(F) limiting the number of arts and crafts booths to nine, as an incidental component.~~

4.5. ~~e.~~ Where ~~temporary activities~~ special events involve land disturbance, signage or structures, permittees may be required to post a security with the city to ensure compliance with certain conditions of approval. The approval shall state which conditions are the subject of the security.

B. Temporary Uses.

1. ~~a.~~ Permit Required. A city temporary use permit is required for the establishment of a use on a temporary basis.

a. ~~i.~~ Temporary use permits may be issued for a period consistent with the anticipated length of the use, not to exceed six months. One six-month extension may be granted.

b. ~~ii.~~ Temporary use permits shall not be issued for the sole purpose of conducting a temporary business.

c. ~~iii.~~ Temporary use permits shall not be issued for vending or commercial retail sales. Seasonal sales (i.e., Christmas tree lots, pumpkin patches, candy sales, etc.) conducted by nonprofit groups may be permitted.

d. ~~iv.~~ Temporary uses are exempt from the requirement to provide commercial floor area and a verification of coverage.

e. ~~v.~~ Where temporary uses involve land disturbance, signage or structures, permittees may be required to post a security with the city to ensure compliance with certain conditions of approval. The approval shall state which conditions are the subject of the security.

f. ~~vi.~~ Temporary uses shall be reviewed and approved for a specific purpose by C~~c~~ity of South Lake Tahoe staff for consistency with the C~~c~~ity C~~c~~ode, the permissible uses in the plan area statements, community plans, and area plans. A permissible use listed as allowed may be reviewed at staff level, while a use listed as special requires a public hearing that includes the TRPA hearings officer, city zoning administrator or planning commission and notification of the property owners within a 300-foot radius. (Ord. 902; Ord. 1057 § 1 (Exh. A); Ord. 1094 § 1 (Exh. A). Code 1997 § 32-21.1)

CITY OF SOUTH LAKE TAHOE

SPECIAL EVENT GUIDELINES

PURPOSE

The City of South Lake Tahoe recognizes that events provide many social, cultural, and economic benefits which enhance the quality of life for residence and visitors. The special event guidelines were created with the purpose of supporting and welcoming events while also ensuring the safety, health, property, and welfare of the community.

The City of South Lake Tahoe City Code Section 6.55.230 establishes the permit requirement criteria, exemptions and standards for all special events. These guidelines establish permit review levels, submission timeframes, and required application materials.

PERMIT REVIEW

Section 6.55.230 of the South Lake Tahoe City Code

Permit Required

A special event permit shall be required and obtained from the Development Services Department prior to any activity involving any of the following elements:

- Road closure or detour
- Off-site parking
- Private security
- Temporary structures (i.e., tents greater than 10 feet by 10 feet, stage, etc.)
- Amplified sound
- Temporary land coverage or ground disturbance
- Use of city resources (i.e., barricades, signs, traffic control, etc.)
- Activities proposed at night between 10:00 p.m. and 8:00 a.m.
- Has the potential for more than 500 attendees
- Conducted over a period of four or more consecutive days

Permit Exceptions

The following special events are exempt from obtaining a permit:

- Noncommercial weddings and other single day life events such as birthday parties, holiday parties, etc., that occur in residential zones. Noncommercial means that the event site is not rented for the event with consideration charged for occupancy of the space.
- Seasonal and temporary outdoor retail sales of trees, pumpkins and other items when located in a plan area designated for commercial, public service, or tourist uses.

- Events which are included within the primary use of the property or are accessory to the primary use as determined by the Director of Development Services.
- Facility Use. Special events that do not include any activity elements requiring a permit but require use of a city facility do not require a special event permit but are subject to SLTCC 8.05.170.
- Parades. Parades are subject to SLTCC 4.30.

Standards

Whether a permit is required or not, all events must comply with the following:

- Comply with TRPA Code Chapter 22. However, activities qualifying for a TRPA Code exemption are not exempt from city permit requirements.
- Comply with all applicable city, county, state, and federal regulations, including but not limited to El Dorado County Department of Environmental Health permitting and regulations, and California Department of Alcoholic Beverage Control permitting and regulations.
- Special events shall be limited to a period not to exceed fourteen consecutive days. There shall be a four-day period between special events on a property.
- Consistent with the City Code, the permissible uses in the plan area statements, community plans, and area plans.
- In the appropriate location for the proposed type and size of event, and accommodate appropriate vehicle circulation and parking, signage, noise mitigation, and waste management.
- Comply with Chapter 7.15 SLTCC, Urban Runoff and Storm Water Quality Management.
- Comply with Chapter 3.35 SLTCC, Tax Rates and Licensing.
- Comply with Chapter 4.175 SLTCC, Polystyrene and Plastic Food Packaging Regulations.
- Signage shall not exceed a total of 60 square feet in area and shall be no taller than six feet in height. This may include one banner displayed for the event. Temporary signs that are part of a special event may be installed up to 14 days prior to the event and shall be removed at the end of the activity. All signage shall be removed immediately following the event.
- Comply with fire codes and safety standards set forth by National Fire Protection Association (NFPA) for fire resistant tents and must include an affixed manufacturer's label stating the tent meets NFPA requirements. A State Fire Marshal seal on the tent or a certificate is needed to prove treatment.
- Not impede pedestrian or vehicle traffic at any time. Vehicle parking, loading or unloading may only occur in a designated parking stall and shall not occur within the city or Caltrans right-of-way, within sidewalk areas, or other publicly used areas. Sidewalks shall be kept open for use by the general public.
- Comply with accessibility requirements of the Americans with Disabilities Act.

Major or Minor

Special events can include a broad range of activities, all of which require unique review and consideration. To help process applications as efficiently as possible the city has established two levels of permit review – major or minor. A minor special event permit is intended for events that are specific to a group of people and has minimal off-site impacts to the surrounding area; a major special event permit is intended for large events which attract a range of individuals and is typically widely advertised to all residence and visitors. The Director of Development service has the discretion to require a major special event permit for any event if they find that the event involves a special circumstance or has the potential for unique or unanticipated impacts.

To differentiate between the two levels of permit review, any one of the following event elements prompt the requirement for a major special event permit:

- Road closure or detour
- Use of city resources (i.e., barricades, signs, traffic control, etc.)
- Has the potential for more than 500 attendees
- Conducted over a period of four or more consecutive days

Special Event Areas

Special Event Areas are a series of designated parcels which have a standing permit with specific conditions and guidelines for holding events. In approved Special Event Areas, a permit from the Development Services Department is not required; however, the event is subject to the conditions of the Special Event Area permit and approval from the Area's governing body/management.

The following are current permitted Special Event Areas within the city:

- **Heavenly Village**: Contact the *Park Avenue Development and Management Association* (PADMA) about holding events
- **Ski Run Boulevard**: Contact the *Ski Run District Board* about holding events

Inspection of Event Sites

All major special events will require an inspection of the completed venue setup prior to the event. The inspection will be conducted by the City of South Lake Tahoe Building Official, Fire Inspector, and/or other city staff depending on the nature of the event. Inspections will be included in the conditions of approval on an agreed upon date with the applicant. If an inspection is necessary outside of regular staff work hours, additional fees will apply.

SUBMISSION TIMEFRAME

Applicants are encouraged to submit applications as soon as possible to ensure the city can help coordinate the best event possible. However, to make sure staff has adequate time to process applications, submission must be deemed ***complete*** a minimum of:

Major Special Events
90 days prior to event

Minor Special Events
30 days prior to event

All events require an approved permit prior to ticket sales.

APPLICATION REQUIREMENTS

The following sections detail the information required for submission of a complete application depending on the level of review and resources required. However, all special events are unique and additional information may be required at city staff's discretion.

All Special Event Permits

Event Description: Must provide the name, location, and purpose of the event. The description should clearly identify what will be occurring at this event.

Event Schedule: Start and finish times for each day of the event must be provided, including any additional days and times required for set up and tear-down (including clean up). If applicable, performance schedules and any other important timeframes should be provided.

Event Personnel, Organization, and Liaison: Provide a breakdown of the event staff including the roles of different personnel such as, but not limited to, security, first aid, or parking attendants. An on-site liaison and direct contact information shall be identified for the day of the event should city staff need to relay information to event personnel during the event.

Attendance: Provide the maximum number of participants and/or spectators. For ticketed events, information regarding ticket sales (i.e. when they go on sale and when sales close, how many tickets can be sold, is parking purchased) shall be provided. The Director of Development Services has the discretion to limit the event size and include other requirements such as, but not limited to, requiring ticketed events to specify mode of transportation at time of purchase.

Site Plan: The site plan must be drawn to scale and include the date it was prepared (any revised plans must include the date). The plan must include the location of all aspects of the event as described in the application. This includes, but is not limited to, clearly indicating the location of stages, tents, cables, sound systems, fire extinguishers, fire hydrants, restrooms/portable toilets, litter bins, recycling bins, water holding tanks, and water bottle refill stations (portable or installed). All fencing, gates, entrances, and exits, including emergency

exits and fire lanes must also appear on the site plan. Fire hydrants cannot be obstructed, and their locations should be shown on the plan.

- *Restrooms/Portable Toilets*: The minimum number of restrooms will depend on the length of the event and number of individuals attending (guest and staff included). At minimum, staff expects the event to meet the standards established by the Portable Sanitation Association International. Additionally, events that will experience temperatures over 80 degrees or will serve alcohol should increase the number of restrooms by 20-30%.

The number of restrooms you'll need is …

# of Individuals	Event Length (Hours)									
	1	2	3	4	5	6	7	8	9	10
1-50	1	1	1	1	2	2	2	2	2	2
100	2	2	2	2	2	3	3	3	3	3
250	2	2	2	2	3	3	3	3	3	3
500	2	4	4	5	6	7	9	9	10	12
1,000	4	6	8	8	9	9	11	12	13	13
2,000	5	6	9	12	14	16	18	20	23	25
3,000	6	9	12	16	20	24	26	30	34	38
4,000	8	13	16	22	25	30	35	40	45	50
5,000	12	15	20	25	31	38	44	50	56	63

**Standards established by the Portable Sanitation Association International:* https://www.psai.org/

- *Tents*: A tent is defined as a portable shelter of skins, canvas, plastic or the like, supported by one or more poles or a frame and often secured by ropes fastened to pegs in the ground or other weighted items. Tents must meet National Fire Protection Association (NFPA) standards and must be approved by the South Lake Tahoe Fire Department (SLTFD). All tents must include an affixed manufacturer's label stating the tent meet NFPA requirements. If a label is not attached, it will be the applicant's responsibility to produce documentation from the manufacturer that the tent meets this standard prior to its acceptance.

- *Temporary Structures Greater than 120 Square Feet*: All structures greater than 120 square feet, such as tents and stages, information to determine compliance with building code must be provided. The information should include the following:

    - Structural calculation/details; stamped and wet signed by a design professional
    - Location, purpose, and gross square footage for each structure
    - Information regarding each structure's fire rating

  For preconstructed structures this may be in the form of a manufacture spec sheet. Additional information may be required to determine compliance with health and safety requirements depending on the type of structure.

The following requirements are only applicable to the specific event …

Signs and Banners: Signs and banners displayed prior to the event for the purpose of advertising the event must be reviewed and approved by city staff prior to display. Signs and banners must follow the City Code governing signs and banners. The primary and most visible information must be event related.

Event Vendors: The event producer is required to obtain a South Lake Tahoe Business and Professions certificate (also referred to as a business license) from the City of South Lake Tahoe. In addition, each event vendor must obtain a Temporary Sellers Permit from the State Board of Equalization. The event producer is required to collect the applicable sales tax due to the City of South Lake Tahoe from each of the vendors, combined with the sales tax due from producer's event sales that occurred within the City of South Lake Tahoe, to the City's Finance Department within 90 following the event. All vendor permits must be displayed so provide for inspection by the City of South Lake Tahoe. The applicant shall provide a list of vendors no later than 14-days prior to the event that includes the businesses name, the type of business, their city business license number, and business contact information.

Sale or Handouts of Food and Beverages: Each food vendor (including event producer/applicant) must obtain a food handler safety certification from the El Dorado County Environmental Health Division. Food vendors must comply with the City Code 4.175 Polystyrene and Plastic Food Packaging Regulations, including a ban on single use plastic water bottles. Cooking equipment requires inspection from the Fire Department. The sale or handout of food and beverages requires an event permit from the El Dorado County Health Division. A copy of the event permit from the El Dorado County Environmental Health Division must be provided to the city 14-days prior to event and will be included in the permit conditions of approval.

Alcohol: All sales of beer and liquor during an event require a license from California Alcohol Beverage Control Board. Events with planned sale or handout of alcohol must indicate where the distribution or sale will be located on the Site Plan attached to the application. A copy of the ABC permit must be provided to the city prior to event and will be included in the permit conditions of approval.

Facility Use: The City Parks and Recreation Department has several facilities which may be available to host your event. Facilities include:

- Recreation Complex
- Bijou Park
- Regan Beach West
- Lakeview Commons at El Dorado Beach

Rental of all facilities are subject to the fees establish in the City of South Lake Tahoe Master Fee Schedule.

If the event does not require a special event permit a facility use permit is still required. To check availability and request to reserve one of Parks and Recreations facilities, please email facilityrental@cityofslt.us

Events at the Community College Recreation Fields: If the event is being proposed to be held at the Lake Tahoe Community College proof of date reservation is required at time of submittal. The Community Play Consortium will issue an approval once the city has issued a permit. Please contact the Community Play Consortium for information about reservations and use of the recreational facilities: https://www.ltcc.edu/campusresources/cpc.php

Additional Requirements for Major Special Event Permits

Notification: All residents and businesses within 300 yards of the event venue shall be notified in writing of the event date, planned hours of operation and event content no less than thirty days prior to the event. The notification zone may be extended based on potential impacts to be determined by the Director of Development Services. Notification must include phone numbers for contacts before, during and following the event. The city must approve the content of the written notification and may require proof of its delivery.

Distributed Event Information: The applicant shall provide city staff with copies of the information distributed to the event ticket holders. Information provide to the ticket holders should include modes of transportation, parking, sustainability measures, stewardship, safety, and event activities.

Traffic, Transportation, and Parking Plan: The applicant shall demonstrate adequate traffic, transportation, and parking measures by providing a written explanation and site plan. The documentation shall also include measures and information regarding emergency vehicle access. Traffic impacts must be identified and should minimize disruptions to business and residential traffic flows. All traffic control measures such as barricades, lane divider (bean) poles, and signage should be identified. Note that barricades provided by event organizers must meet Workers' Compensation Board standards. The times and locations of event activities shall be planned to avoid primary access routes to neighborhoods and businesses. Public transit in the area shall be considered to minimize disruptions to bus routes. The event shall take appropriate measures to reduce parking impacts and overflow into surrounding neighborhoods. The city may require no parking signage to reduce potential traffic impacts in certain areas. The applicant must include consideration of how participants and spectators will travel to the event. The event shall encourage and facilitate alternative transportation methods such as cycling (e.g. bike lockups or valet), carpooling, shuttles and public transit. A schedule and plan for such considerations as vehicle access for set up, delivery of supplies and access for vendors must be provided. Vehicle movement on-site may not be permitted during times when the event is open to the public. The event shall also detail the parking locations for organizers, performers, vendors, spectators and participants.

Disabled Access: Describe and include a site map of how the event will include provisions for access for persons with disabilities in compliance with the Americans with Disabilities Act and California Building Code Chapter 11B for Persons with Disabilities. This is important both for the disabled and the elderly which may have an interest in attending the event. Disabled access includes parking and street access, pathways, washrooms and viewing areas.

Sound Management Plan: All events are subject to the noise standards established by City of South Lake Tahoe and the Tahoe Regional Planning Agency. The applicant is required to provide a schedule of artists and entertainers, anticipated dB levels, and methods for controlling the type and volume of sound produced by the event. The Director of Development Services may limit the hours, volume, or any other aspect of the event to ensure it does not unreasonably impact neighboring residents or businesses. As deemed appropriate by the Director of Development Services, the city may require specified sound monitoring to be conducted by the event manager and/or additional notification requirements.

Safety and Security Plan: The applicant has a responsibility for the behavior and safety of event participants. The safety and security plan shall demonstrate that appropriate security is

in place and designed to protect event participants and the public. Security personnel should be experienced and capable of handling the situations which they may face. The plan shall outline where security will be positioned at all scheduled times of the event and describe the emergency and communication protocols in place. Site design and event management such as ticket sales, vehicle and pedestrian circulation, and appropriate fencing shall be used to help minimize risk of safety and security problems. The plan shall also include details such as appropriate temporary lighting for parking and pedestrian areas to ensure the safety of event participants. Lighting should be directed downward and should not produce off-site lighting impacts.

Sustainability, Waste Management and Edible Food Recovery Plan: City Resolution 2011-40 requires all city sponsored events to utilize the South Tahoe Refuse Special Event Recycling Quick Kit Program. Events not sponsored by the City but authorized by a Special Event Permit are required to identify effective waste management that will result in minimal impacts to the event facility and surrounding environment. An effective Waste Management Plan goes beyond providing recycling containers on-site and indicating trash and refuse will be collected. The city is located on the shore of Lake Tahoe, which has been designated an Outstanding National Resource Water, a rare and special designation. The city encourages event producers/applicants to maximize diversion and minimize waste. Diversion is maximized via recycling and composting. *Food-only* can be gathered and brought to a composter by the local waste hauler. The waste hauler does *not* accept single use foodservice ware labeled "compostable". Microplastics are being found in Lake Tahoe. Effective waste management also minimizes all single use plastic and encourages paper when possible. City Code Chapter 4.175 describes Polystyrene and Plastic Food Packaging Regulations. This includes a ban on expanded polystyrene (sometimes called Styrofoam) containers provided by vendors. It prevents vendors from providing single use foodservice ware except upon request. It bans single use plastic water bottles (less than one gallon) from being distributed at a city facility or city-affiliated event and all city concessionaires, lessees, licensees, and permittees for facility use, and special events, effective April 22, 2023. This does not apply in cases of emergency, as designated by the City Manager. Additionally, Senate Bill 1383 mandates edible food recovery for large events of over 2000 attendees per day of operation, beginning in 2024. Event organizers must find a recovery organization to donate food to and must document the type and weight of food donated and report to the City's Sustainability Coordinator, in the Office of the City Manager.

Special Events Using City Resources

Applicants may request any of the city resources listed below; however, request of city resources does not guarantee approval to use requested resources and fees may apply.

Police: The city may require the presence of police to ensure public safety. A safety and security plan will be prepared for all major special event permits. Only Police or others designated by Police have authority to undertake traffic control duties in the City of South Lake Tahoe. Police must be on location where there are road closures. Any event using streets may not begin until the senior police officer on-site ensures that the route is secured, and all required resources are in place.

Fire Department: Fire personnel may be requested or required by the city to ensure public safety. Most requirements of the Fire Department will be undertaken during the approval

process and through any required inspections of the site setup. In some cases, Fire Department services may be requested, for example, to provide hydrant hookups or fire boat presence.

For more information regarding Fire Department requirements please visit the South Lake Tahoe Fire Rescue page: https://www.cityofslt.us/384/Fire

Traffic Control: The City's Public Works Department may be able to rent out traffic control equipment such as barricades, lane divider (bean) poles, and signage to ensure traffic control needs are met and the safety of participants and the public is ensured. Summarize the specific requests for supporting traffic, transportation, and parking. Note: Most traffic control request will be contracted, and the applicant will be subject to the fees incurred by the city. Requests that can be accommodated by city staff and equipment are subject to the fees established by the City of South Lake Tahoe Master Fee Schedule.

Access to Power or Water: The City of South Lake Tahoe may be able to provide access to water, or power at some sites. Describe how much power is required and how it is intended to be distributed.

EVENT EXPECTATIONS

Conditionals of Approval

All special event permits, major or minor, will include conditions of approval that are specific to the event.

Insurance

The following is provided as ***guidance*** to event planners and promoters. The city assumes no liability or risk in offering the following guidance regarding events and encourages all event promoters/applicants to seek legal advice regarding the type and amount of insurance necessary to fully protect the event promoters/applicants. Managing risk of damage to property and injury to persons is an important part of planning an event. Identify any elements of risk associated with the event and ensure they are addressed before the event begins. Permission will not be granted to hold an event until proof of satisfactory insurance has been received and approved by the City's Risk Management staff and/ or the City Attorney's Office. All information required in the application must be completed and returned before a permit will be issued. In most cases, the city shall be named as additionally insured and indemnified against claims against the event. Waivers signed by event participants are recommended for events on private property and required for events on property owned by the city as a means of letting them know that there is some risk involved in participating in the event. This may reduce liability should a mishap occur. Event promoters/applicants are encouraged to obtain legal advice before deciding the type and level of insurance necessary for their event.

Compliance

The city retains the right to cancel the event up to and including the day of the event, or at any time during the event in an emergency or if the applicant does not adhere to the special event

guidelines or any other related permit conditions. Organizers must designate a named on-site liaison person with authority to ensure compliance with permit conditions or stop the event, if necessary, at any time.

Enforcement of all Special Event Permits is subject to City Code Section 6.55.070.

CITY OF SOUTH LAKE TAHOE
Development Services Department, Planning Division
1052 Tata Lane, South Lake Tahoe CA 96150
Phone (530) 542-6010 • Fax (530) 541-7524
Web address: www.cityofslt.us/

SPECIAL EVENT APPLICATION

GENERAL EVENT INFORMATION

Name of Event: _____

Date and Time of Event: _____

Location/Address: _____

Assessor Parcel Number (APN): *(If known)* _____

Special Event Elements Requiring a Permit

*Please select **all** applicable elements of the proposed special event that prompt the permit requirement. If one or more boxes in the major category is checked, a major special event permit is required. Please note the Director of Development Services has the discretion to require a major special event permit for any event.*

Minor	***Major***
☐ Off-site parking	☐ Road closure or detour
☐ Private security	☐ Use of city resources
☐ Temporary structures	☐ Potential for more than 500 individuals
☐ Amplified sound	☐ Conducted over a period of four or more consecutive days
☐ Ground disturbance	
☐ Activities between 10:00 p.m. & 8:00 a.m.	

APPLICANT INFORMATION

The applicant(s) will be considered the primary point(s) for correspondence and contact from the City unless otherwise requested in writing.

Name: _____ Phone #: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

PROPERTY OWNER INFORMATION

Property owner(s) same as above: _____
(Skip this section if same as above)

Name: _____ Phone #: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

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APPLICATION SUBMITTAL REQUIREMENTS & ACKNOWLEDGEMENT

Your application will be deemed incomplete if any of the following required items are not submitted with this application packet. Incomplete applications will not be processed. Some applications may require additional information or a major activity permit at the discretion of the Development Services Director.

☐ Completed Special Event Application including:

- Applicant and Property Owner signatures
- All pages of the application included in the information checklist
- Any supplemental materials requested/required in the information checklist

☐ Application Fee

Application materials may be submitted to the Development Services Department via email (planner@cityofslt.us), mail (Attn: Planning Department), or in person during Permit Center public hours (1052 Tata Lane, South Lake Tahoe, CA 96150).

I hereby declare under penalty of perjury that this application and all information submitted as part of this application are true and accurate to the best of my knowledge. I am the owner of the subject property or have been authorized in writing by the owner(s) of the subject property to represent this application, and I have obtained authorization to submit this application from any other necessary parties holding an interest in the subject property. I understand it is my obligation to obtain such authorization, and I further understand that the city accepts no responsibility for informing these parties or obtaining their authorization.

I understand that I am responsible for all fees set forth in the City of South Lake Tahoe Master Fee Schedule associated with this application.

Applicant(s) Signature(s): _____ Date: _____

Property Owner(s) Signature(s): _____ Date: _____

For Staff Use

☐ **Major Permit** ☐ **Minor Permit** ☐ **City Resource Required**

Amount Paid: _____ Date: _____ Project File No.: _____

Application Continues on Page 3

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SPECIAL EVENT APPLICATION
INFORMATION CHECKLIST

ALL SPECIAL EVENT PERMITS
(Checklist Section 1)

Description of Event
See Special Event Guidelines Page 4

Event Schedule
See Special Event Guidelines Page 4

	Date	Start Time	End Time	Total Duration
Setup				
Event				
Tear-down & Clean up				

Is amplified sound proposed?

☐ No

☐ Yes, type/genre of amplified sound: _____

Day of Event On-Site Contact Person
See Special Event Guidelines Page 4

Name: _____ Position: _____

Phone Number: _____

Day of Event Staffing
See Special Event Guidelines Page 4

Organizers	☐ None	☐ Yes, _____ # of individuals
Parking Attendants	☐ None	☐ Yes, _____ # of individuals
Security	☐ None	☐ Yes, _____ # of individuals
First Aid/Medical	☐ None	☐ Yes, _____ # of individuals
General Event Volunteers	☐ None	☐ Yes, _____ # of individuals
Other: _____	☐ None	☐ Yes, _____ # of individuals

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Attendance

See Special Event Guidelines Page 4

Maximum number of individuals to attend: _____

Are tickets being sold? ☐ No ☐ Yes

If yes, please provide information regarding ticket sales as established in the special event guidelines:

_____

_____

Site Plan

See Special Event Guidelines Page 4 & 5

Provide a site plan/map of the event. The site plan must be drawn to scale and include the date it was prepared.

☐ Attached

Identified	*N/A*	
		Structures
☐	☐	Structures/tents/vendors (labeled with purpose, i.e., stage, food truck, shade, bar, first aid) ***NOTE**: Additional documentation is required for temporary structures over 120 square feet, see Special Event Guidelines for details*
☐	☐	Restrooms/wash stations including total number provided (consistent with standards established in the special event guidelines)
☐	☐	Trashcans and recycle bins including type
☐	☐	Water bottle refill stations and water holding tanks
		Pedestrian & Vehicle Circulation/Accessibility
☐	☐	Vehicle entrance, exits, and overall traffic flow (please include any information regarding traffic control measures such as no parking signs or location of parking attendants)
☐	☐	Overall circulation plan including entrance/exit paths and signage
☐	☐	Details for other modes of transportation event organizers will encourage such as drop off locations, public transportation, bicycle parking, or walking paths
☐	☐	Identify ADA accessibility
		Safety and Security
☐	☐	Identify emergency vehicle access roadways with egress locations
☐	☐	No smoking signs
☐	☐	Fencing and gates including type of fencing, elevations/details, and securement methods
☐	☐	Location of fire hydrants and fire extinguishers (2A:10-B-C); one (1) fire extinguisher per tent and one (1) for every 1,000 square feet of event area

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Site Plan (Continued)

		Event Power Supply	
☐	☐	Location and types of generators	
☐	☐	Sound systems	
☐	☐	Electrical setup including but not limited to cable paths with protection and spider boxes	

Sign and Banners

See Special Event Guidelines Page 5

Provide signs and banners to be displayed prior to the event for the purpose of advertising the event for review and approved by city staff prior to display. The primary and most visible information must be event related.

☐ Attached

☐ N/A

Event Vendors

See Special Event Guidelines Page 6

Applicants City of South Lake Tahoe Business License Number: _____

The applicant shall provide a list of vendors no later than 14-days prior to the event that includes the businesses name, the type of business, their city business license number, and business contact information.

☐ N/A

Sale or Handout of Food & Beverage

See Special Event Guidelines Page 6

A permit from El Dorado County Environmental Health Division is required for the sale or handout of food and/or beverages. A copy of the permit must be provided to the city 14-days prior to event.

The following is a link to additional information regarding county requirements/applications: https://www.edcgov.us/Government/emd/environmentalhealth/Pages/temporary_food_facilities.aspx

☐ N/A

Alcohol Sales

See Special Event Guidelines Page 6

A permit from California Department of Alcoholic Beverage Control is required for the sale of alcohol. A copy of the permit must be provided to the city 14-days prior to event.

The following is a link to additional information regarding ABC Temporary Event Permits: https://www.abc.ca.gov/licensing/license-forms/event-authorization/

☐ N/A

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Facility Use *See Special Event Guidelines Page 6* Please indicate if you would like to request any of the following city facilities for the event. A request does not guarantee approval to use a requested city facility. Approval will be subject to fees established in the City of South Lake Tahoe Master Fee Schedule. ☐ Recreation Complex ☐ Regan Beach West ☐ Bijou Park ☐ Lakeview Commons at El Dorado Beach	☐ N/A
Events at the Community College Recreation Fields *See Special Event Guidelines Page 6* If the event is being proposed to be held at the Lake Tahoe Community College Recreational Facilities, proof of date reservation is required. The following is a link to information about reservations and use of the recreational facilities: https://www.ltcc.edu/campusresources/cpc.php	☐ Attached ☐ N/A
MAJOR SPECIAL EVENT PERMITS *(Checklist Section 2)*	
Notification *See Special Event Guidelines Page 7* All residents and businesses within 300 yards of the event venue shall be notified in writing of the event no less than 30 days prior to the event occurrence. Prior to notification the city must approve the content of the written notification. Attached a draft neighbor notification letter including the following: - Event date and planned hours of operation (including sound testing) - Description identifying what will be occurring at the event - Phone numbers for contacts before, during and following the event	☐ Attached
Distributed Event Information *See Special Event Guidelines Page 7* The applicant shall provide city staff with copies of the information distributed to the event ticket holders. Information provide to the ticket holders should include modes of transportation, parking, sustainability measures, stewardship, safety, and event activities.	☐ Attached

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Traffic, Transportation, and Parking Plan *See Special Event Guidelines Page 7* The applicant shall demonstrate adequate traffic, transportation, and parking measure by providing a written explanation and site plan. The documentation shall also include measures and information regarding emergency vehicle access. The plan should include the following information: ☐ Identify traffic impacts and actions taken to minimize disruptions to business and residential traffic flows ☐ Identify traffic control measures such as barricades, lane divider (bean) poles, and signage ☐ Identify the times and locations of event activities and explain how the event will be planned to avoid primary access routes to neighborhoods and businesses ☐ Identify public transit in the area and potential disruptions to bus routes ☐ Identify measures taken to reduce parking impacts and overflow into surrounding neighborhoods ☐ Include consideration of how participants and spectators will travel to the event. Identify how the event shall encourage and facilitate alternative transportation methods such as cycling (e.g., bike lockups), carpooling and public transit. ☐ Provide a schedule and plan for such considerations as vehicle access for set up, delivery of supplies and access for vendors must be provided ☐ Identify parking locations for organizers, performers, vendors, spectators, and participants	☐ Attached
Plan for Disabled Access *See Special Event Guidelines Page 7* Describe and include a site map detailing how the event will include provisions for access for persons with disabilities. This includes parking and street access, pathways, washrooms and viewing areas.	☐ Attached
Sound Management Plan *See Special Event Guidelines Page 7* Provide a schedule of artists and entertainers, anticipated dB levels, and methods for monitoring and controlling the type and volume of sound produced by the event.	☐ Attached
Safety and Security Plan *See Special Event Guidelines Page 7 & 8* The applicant has a responsibility for the behavior and safety of event participants. The safety and security plan shall demonstrate that appropriate security is in place and designed to avoid risk of unintended police callouts. Security personnel should be experienced and capable of handling the situations which they may face. The plan shall outline where security will be positioned at all scheduled times of the event and the emergency and communication protocols in place. Site design and event management such as ticket sales, vehicle and pedestrian circulation, and appropriate fencing shall be used to help minimize risk of security problems. The plan shall also include details such as appropriate temporary lighting for parking and pedestrian areas to ensure the safety of event participants.	☐ Attached

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Sustainability and Waste Management *See Special Event Guidelines Page 8* The applicant shall provide waste management plan demonstrating that the event will result in minimal impacts to the event facility and surrounding environment. The city encourages event producers/applicants to strive to maximize diversion and minimize waste. Diversion is maximized via recycling and composting. *Food-only* can be gathered and brought to a composter by the local waste hauler. The waste hauler does *not* accept single use foodservice ware labeled "compostable". Effective waste management also minimizes all single use plastic and encourages paper when possible. City Code Chapter 4.175 describes Polystyrene and Plastic Food Packaging Regulations. This includes a ban on expanded polystyrene (sometimes called Styrofoam) containers provided by vendors. It prevents vendors from providing single use foodservice ware except upon request. It bans single use plastic water bottles (less than one gallon) from being distributed at a city facility or city affiliated event and all city concessionaires, lessees, licensees, and permittees for facility use, and special events. Senate Bill 1383 mandates edible food recovery for large events of over 2000 attendees per day of operation, beginning in 2024. Event organizers must find a recovery organization to donate food to and must document the type and weight of food donated.	☐ Attached

SPECIAL EVENTS USING CITY RESOURCES

(Checklist Section 3)

See Special Event Guidelines Page 8 & 9

Please indicate if you would like to request any of the following city resources for the event. A request does not guarantee approval to use a requested city resource. Approval of city resources will be subject to fees established in the City of South Lake Tahoe Master Fee Schedule.

Police	☐ No	☐ Yes, *detailed request attached*
Fire Department	☐ No	☐ Yes, *detailed request attached*
Traffic Control	☐ No	☐ Yes, *detailed request attached*
Access to Water or Power	☐ No	☐ Yes, *detailed request attached*

APPLICANT'S ACKNOWLEDGMENT OF SPECIAL EVENT GUIDELINES AND CSLT CITY CODE SECTION 6.55.230

I confirm that I have reviewed the Special Event Guidelines and CSLT City Code § 6.55.230 and have submitted all the required materials on this checklist. I acknowledge that failure to comply with these requirements my result in my application not being accepted.

Applicant(s) Name: _____

Applicant(s) Signature(s): _____ **Date:** _____

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City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 14, 2023
Agenda Item #: 24

Agenda Item: 2023-2028 Strategic Plan Adoption

Executive Summary: The City Council will receive a presentation and overview from the City Manager on the 2023-2028 Strategic Plan, which is being presented to the City Council for adoption.

Requested Action / Suggested Motions: Pass a Motion adopting the 2023-2028 Strategic Plan.
Responsible Staff Member: Joseph Irvin, City Manager

Responsible Staff Member: Joseph D. Irvin, City Manager (530) 542-6043

Reviewed and Approved By:
Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance
Heather Stroud, City Attorney

Attachments:

- 01-Staff Report - 2023-2028 Strategic Plan.docx
- 02-Priority 1 - Built Environment.docx
- 03-Priority 2 - Recreation and Equitable Access.docx
- 04-Priority 3 - Community for All.docx
- 05-Priority 4 - Economic Development.docx
- 06-Priority 5 - Core Services and High Performing Government.docx
- 07-Final Strategic Priorities Workplan _ 3-14-2023.pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: March 14, 2023

Title: 2023-2028 Strategic Plan Adoption

Location: Citywide

Responsible Staff Member: Joseph D. Irvin, City Manager (530) 542-6043

Background: The City Council held a "Strategic Planning Retreat" on January 31, 2023, facilitated by City Manager Irvin to discuss and validate the Strategic Plan Priorities, Goals and Action Items to be included in the 2023-2028 Strategic Plan (Attached "clean version" to this Staff Report). City Council received insight from the City Manager and Senior Management Team and provided direction to finalize 2023-2028 Strategic Plan.

The Strategic Priorities are:

- Built Environment
- Recreation and Equitable Access
- Community for All
- Economic Development
- Core Services and High Performing Government

Staff has also attached the Strategic Priorities Workplan for City Council which is meant to guide staff work plans and will be evaluated during Strategic Plan updates annually.

Issue and Discussion: The city adopted the 2021-2026 Strategic Plan on March 2, 2021, which has directed the work plan for city staff during the last two-years. Since its adoption City Council has received bi-annual progress and performance updates related to the implementation of the plan. These updates have informed City Council on action item progress, updates, and needs. Needs presented to City Council have included more financial resources, information/time and/or City Council direction, and people and/or staff reorganization. Additionally, staff presented completed items to City Council. It is important to note that many public policy action items evolve as more analysis is conducted and social, economic and community environments shift. It is suggested that City Council conduct a strategic plan update every two-years to evaluate the relevance of the City's priorities.

In order to initiate this evaluation, the City's Senior Management Team (SMT) held a retreat on November 29, 2022 to develop proposals for the City Council to consider at their January 31, 2023 retreat. During the strategic planning retreat, staff captured all of City Council's feedback and has included it into the attached 2023-2028 Strategic Plan. The feedback included additions and edits to the action items, goal statements and a change to Priority 5 from "Continuous Improvement" to "Core Services and High Performing Government." The change to Priority 5 was presented to City Council to emphasize and memorialize the importance of the City prioritizing core services, which is why the City was established.

The actions items will be discussed on a regular basis and staff will provide City Council with bi-annual updates, therefore allowing the City to adapt as conditions change. The City Council will need to consider staffing allocations and budget appropriations on an annual basis starting in Fiscal Year 2023-24 and continuing through fiscal year 2027-28 to implement the Strategic Plan.

Financial Implications: The costs to develop the 2023-2028 Strategic Plan has required staff time. While there will be a costs to implement the Strategic Plan Priorities and Actions Items, those fiscal impacts will be provided to Council for approval on an annual basis and as needed. It is considered a best practice and necessary component of strategic planning implementation to review annual progress and performance, while validating the existing strategic priorities and actions. It is anticipated that the City Council will conduct an annual review of the strategic initiatives and actions prior to the annual budget development process starting in 2023.

Environmental Considerations: The discussion in this report is not a project under CEQA, because it does not involve any commitment to a specific project which may result in a potentially significant physical impact on the
environment, as contemplated by Title 14, California Code of Regulations, Sections 15378(b)(2) and 15378(b)(4) and is, therefore, not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3).

Policy Implications: The city will need to ensure that the Strategic Priorities and Actions reflect and are compatible with the City's General Plan and the Capital Improvement Plan.

The General Plan acts as the "constitution" for making rational decisions regarding a city's long-term physical development. The general plan expresses the community's development goals and incorporates public policies relative to the distribution of future public and private land uses. California State law requires that each city adopt a general plan "for the physical development of the city and any land outside its boundaries which bears relation to its planning." Typically, a general plan is designed to address the issues facing the City for the next 15-20 years.

The Capital Improvement Program addresses the City's needs relating to the acquisition, expansion, rehabilitation, and replacement of long-lived assets. The CIP serves as a planning instrument to identify needed capital projects and coordinate the financing and timing of improvements in a way that maximizes the return to the public. It provides a planned and programmed approach to utilizing the City's financial resources in the most responsive and efficient manner to meet its service and facility needs. It serves as a "blueprint" for the future of the community and is a dynamic tool, not a static document. A critical element of a balanced CIP is the establishment of funds to both preserve or enhance existing assets and provide new assets to respond to changing service needs and community evolution.

Priority 1- Built Environment

Meet the needs of residents, businesses, and the environment by investing in redevelopment that creates local hubs that promote use of alternative transportation and supports economic prosperity. Incentivize the growth of local serving and remote commercial businesses by providing high speed internet and a world-class urban environment. Minimize the impact our built environment has on Lake Tahoe including stormwater pollution, litter, and wildfire threats. Achieve carbon-neutrality as a community and work to become resilient against known climate impacts.

1.1 Broadband For All

Expand broadband services in the community via high-speed internet to serve the needs of local businesses, residents, and attract remote workers to the Region. Develop a broadband infrastructure deployment plan that identifies fiber hubs, last mile transit, relay points, and redundancy. The city should explore innovative broadband models (ex: community co-op and public private partnerships) and funding opportunities to implement projects. The city will ensure access (broadband and devices) to underserved communities.

Action Items

1. Complete NeoConnect contract to expand broadband infrastructure, to connect to regional broadband infrastructure, to secure funding to assist in the implementation of broadband infrastructure and to update the City's "dig once" policy.

1.2 Mid-Town Revitalization

Leverage the adopted 56-acre master plan and existing infrastructure at Lakeview Commons and Harrison Avenue to further transform mid-town into a recreation, arts, and community hub. This will include a new recreation and swim complex, updated Bijou/Al Tahoe Area Plan that includes housing, transportation improvements, arts district, Bijou Master Plan and potentially a new city hall and fire and/or police station, which is connected to areas throughout the Tahoe Region by a multi-modal transportation network.

Action Items

1. Complete the new Recreation and Swim Complex and in the meantime, maintain the current complex for resident use.
2. Complete the Bijou/Al Tahoe Area (Mid-Town) Plan update. The area plan shall incorporate Bijou Community Park, Bijou Golf Course, and the Sierra Tract Commercial plan area including a plan to create and designate an arts district within the area plan.

1.3 Housing

Develop a robust set of housing programs to address the spectrum of housing needs. Ensure housing is available for people in all economic, physical, social, and employment circumstances and contributes to a balanced and equitable community.

Action Items

1. Pro-actively work with current affordable housing developers and partner agencies to implement Sugar Pine Village project.
2. Pro-actively work with an affordable housing developer and partner agencies to develop affordable and/or workforce housing at 3900 Lake Tahoe Blvd.
3. Continue to collaborate with the Saint Joseph Land Trust and other organizations to increase capacity to address housing needs.
4. Establish a local discretionary funding source to leverage access to and increase competitiveness for outside funds, and implement Council direction to conduct outreach to analyze vacancy tax and transient occupancy tax funding sources.
5. Evaluate Multi-Family Inspection, Single- Room Occupancy, and Housing Hotline programs to optimize efforts to improve rental housing stock conditions.

6. Continue to work with the Tahoe Coalition for the Homeless to rehabilitate properties purchased through Project HomeKey.
7. Identify and secure funding to develop a multi-family residential rehabilitation program.
8. Analyze and develop positions on agency regulations that impact the City's ability to develop affordable housing; such as TAUs for VHRs, height, density, ADU rules (Bonus Unit), affordable by design codes and sewer units.
9. Investigate the development of a regulatory framework for developing an "Employee Housing Bill of Rights Program," which includes best practices where housing is tied to the employer and which supports seasonal workers.
10. Investigate feasibility of programs for affordable rents including rent stabilization and assistance.

1.4 Transportation

Invest City resources into the transportation system including street rehabilitation, transit, and trails. Work with local partners to develop a funding mechanism and operating structure for local transit and micro-transit operators. Electrification and resiliency of the transportation system is a top priority. Develop tools and incentives to reduce travel by private auto to and from the Basin, with possible policies to include private development improvements, paid parking options and enhanced enforcement.

Action Items

1. Evaluate the option to develop a local revenue source (i.e., TBID, a Basin entry fee, paid parking, overnight parking fees at hotels and enhanced enforcement) to support transportation projects.
2. Prioritize the implementation of trail and complete street projects including continued progress of the Greenway to Van Sickle Bi-State Park.
3. Evaluation of city-wide parking management strategies, including potential expansion of paid parking, reduction of parking requirements, residential parking permits and transit promotion.
4. Continue to partner with South Shore Transportation Management Association, Tahoe Transportation District, Tahoe Regional Planning Agency, and other partners to identify new and existing funding sources to expand and electrify micro-transit service from its initial footprint to the entire city limits, as based on the 2022 South Shore Transportation Analysis.
5. Building upon the US50 safety project, develop a Corridor Plan for Highway 50 from the "Y" to "Stateline," including major connecting arterials while identifying options to prioritize alternative modes of transportation, such as dedicated bus lanes, bike and pedestrian enhancements and city-wide gondola.
6. Evaluate the feasibility of transit system run by the City and the possibility of the City becoming the recipient of TDA monies.

1.5 Carbon Neutrality and Grid Reliability

Implement a variety of projects to reach the City's 100% renewable energy and Climate Action Plan goals, eventually achieving carbon neutrality. Initiatives include but are not limited to power city facilities and fleet with renewable energy. Support community wide deployment of solar, and pursue opportunities for electrification, including transitioning fleet vehicles to electric and building robust EV charging infrastructure by 2025.

Action Items

1. Continue to support the position of a CivicSpark Fellow to facilitate the implementation of the City Climate Action Plan in coordination with community partners.
2. Work with community partners to achieve 50% local, renewable energy for all entities and install a robust fleet and public EV charging network, by 2025.
3. Evaluate the feasibility and cost implications of creating a municipal owned utility in order to reduce carbon emissions and improve grid reliability.
4. Work with Liberty Utilities to prepare an MOU agreeable to both the City and Liberty Utilities, which guides energy procurement and operation standards for South Lake Tahoe.

Priority 2- Recreation and Equitable Access

Elevate the recreation experience provided by the city to attract visitors and residents. Promote equitable access to recreation to underserved communities and people with disabilities. Leverage city recreation assets and the 56-acre development to provide outdoor and organized recreation activities. Use recreation as an economic development tool to attract outdoor based companies and businesses, sporting and outdoor events, and conventions and trade shows to become the Outdoor Capitol of the World.

2.1 Parks and Recreation Master Planning

Enhance the quality and quantity of Parks and Recreation opportunities for residents and visitors while prioritizing the construction of parks, recreation facilities and trails to support and maximize the highest community benefit that provides access for all.

Action Items

1. Plan for and execute the recreation program strategy based on the existing Parks and Recreation Master Plan recommendations for program development.
2. Implement the Regan Beach Master Plan improvements with available funding as it becomes available and prioritize ongoing improvements to maintain the asset.
3. Update and incorporate the Master Plan for Bijou Park as part of the scope of work in the Bijou/Al Tahoe (Mid-Town) area plan update. The update shall include the Bijou Golf Course to explore alternative uses to reach the highest community and environmental benefit and skate park needs for future development.

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 Items

1. Create low to no cost recreation programs and access to recreation gear for qualified families to engage in outdoor recreation and education.
2. Evaluate the option to develop a park or community garden in every neighborhood.
3. Evaluate opportunities to expand collaborative partnerships to promote health and wellness, combat childhood obesity, and encourage active lifestyles.

2.3 Connectivity

Enhance the connectivity of the community for those on foot and bike, while promoting a car free culture. Support the expanding trail infrastructure with updated wayfinding, public bike repair stations, charging stations, bike racks, and winter snow removal. Continue to prioritize the expansion of connector bicycle and walking trails, from neighborhoods to the Greenway and other new and existing trail systems.

Action Items

1. Develop a comprehensive way-finding signage plan and update City signage as needed.
2. Develop a plan to determine appropriate locations for bike repair stations, charging stations and bike racks and determine funding to support the installation of such infrastructure.
3. Develop a communications strategy to promote biking as a way of life in the South Lake Tahoe community.
4. Explore regulatory options for public access and easements to beaches below the highwater mark and clarify rules with the State Lands Commission.

Priority 3- Community for All

Develop a greater sense of community and connection by investing in community services, resources, gathering areas, events, and dialogue. Give a voice to all community members to ensure the diversity of the community is represented in city decision-making. Be a community leader to drive dialogue and resolution to contentious community issues. Diversity is critical in that the greater sum of many voices to one shared goal gives each voice a stake in a positive outcome.

3.1 Mental Health and Homelessness

Be a community with resources available to assist those suffering from mental health issues, substance use disorders, and/or experiencing homelessness. Work with community partners to bring awareness to the Coordinated Entry System and HMIS (Homeless Management Information System) through the El Dorado County Continuum of Care (EDC COC) which coordinates services for persons experiencing homelessness. Work with local organizations to echo the City's culture on personal and environmental wellness by providing innovative processes (like the STACS program) to provide long-term stabilizations and housing solutions.

Action Items

1. Continue to work with El Dorado County to bring more mental health services to South Lake Tahoe and fully implement STACS (South Tahoe Alternative Collaborative Services).
2. Explore uses of opioid settlement money for those experiencing substance use disorders.
3. Work with local partners to support permanent supportive housing/transitional and emergency homeless shelter resources in the city.

3.2 Inclusion and Diversity

As City leaders, our goal is to support equity and inclusion throughout the organization. This includes hiring practices and educating all current and incoming city employees on equity, inclusion, and unconscious bias in all we do.

Action Items

1. Continue to incorporate equity and inclusion best practices into our recruitment practices.
2. Provide equity, inclusion, and unconscious bias training for all City employees.
3. Continue to support the foster engagement opportunities to support and continue to cultivate our relationship with Ameca, MX and Latinx community members.
4. Continue to evaluate new and innovative translation and participation services to increase accessibility and engagement, including remote participation options for boards and commissions.
5. Work with ACT Commission to develop a "racial equity statement" that supports pursuit of grant funding.

3.3 Arts and Culture Program

Invest in arts and culture and create a sustainable stream of funding for public art including murals and sculptures and cultural events and encourage the support for year-round live music venues.

Action Items

1. Continue to support the newly established Arts, Culture and Tourism Commission to identify funding that supports art programs throughout our city.

3.4 Waste Management and Stewardship

Develop a culture of stewardship and care taking by residents and visitors and coordinate with regional partners to reduce the amount of litter impacting the environment. Reduce the source of litter by increasing availability of trash cans in public, banning single use plastics, installing water bottle filling stations, and bear boxes in the community. Reduce the amount of waste reaching the landfill through recycling and other programs.

Action Items

1. *Conduct effective outreach to, and enforcement of, the business community regarding changes to the single-use plastics and styrofoam ordinance, and work to deploy water bottle refill stations.*
2. *Include "bear proof" trash containers in Franchise Agreement update with STR.*
3. *Work with STR to evaluate implementation of residential food waste programs.*

Priority 4- Economic Development

Support the South Lake Tahoe community on the implementation of a “Green Jobs Initiative.” Develop a strategy to attract and retain companies and workers that live in Tahoe. Create a future where our kids can live and work in Tahoe as adults and build the necessary infrastructure and provide incentives to achieve the strategy. Support and incubate a local culture of entrepreneurship and craft where knowledge workers and the creative class can thrive. Invest in creating a higher quality, regenerative tourism industry that mitigates negative impacts.

4.1 Economic Diversification Strategy

Develop an economic development strategy that supports the city in the implementation of a strong, resilient, and diverse economy. The strategy should focus on a regenerative tourism industry, while expanding health and wellness, sustainable outdoor recreation, environmental innovation clusters, and resident retention and workforce development opportunities.

Action Items

1. Create a summary of vacant/underutilized properties in the Lakeview to Lakeside and “Y” areas (including sf, zoning, and property ownership) and develop a priority list to work with property owners on redevelopment opportunities.
2. Evaluate available methods and tools which support a City of South Lake Tahoe economic development function to identify, recruit, and retain businesses that includes marketing needs, program development and amenities that help to reimagine the quality of life for residents, businesses, and visitors.
3. Complete an update to the City’s Economic Development Chapter of the General Plan that is inclusive and supports the City’s Economic Development Core Values.
4. Work with partner agencies, chamber of commerce entities and businesses to ensure economic stability and continuity of services and business operations; particularly during disasters and unforeseen events.
5. Investigate options for capping number of chain retail/food and beverage businesses, similar to other cities.
6. Explore a focused pedestrian oriented sustainable tourism destination in SLT called the "Lake District," from Lakeview to Lakeside.

4.2 Support Development of a Regenerative Tourism Model

Work with our local tourism partners to reimagine and develop a regenerative tourism industry that reframes tourism to give back to the community and lake while transforming and contributing to a better quality of life for all. Develop better management tools and resources to reduce negative impacts such as traffic, crowding, litter, increased wildfire risk and lake degradation.

Action Items

1. Identify what resources are necessary to create a transit and mobility hub at the “Y” with the intent to increase walkability, multi-modal travel including but not limited to gondola and bus travel, while decreasing vehicle trips.
2. Prioritize the development of the “Hole in the Ground” site as a way of supporting and attracting visitors to the Stateline core.
3. Capitalize on grant funding and development projects to enhance city infrastructure projects that improve the quality of life, recreational experience and climate resiliency for residents and visitors.
4. Continue to work with the Destination Stewardship planning efforts to effectively manage negative impacts related to traffic, crowding, litter, increased wildfire risks and lake degradation.

4.3 Resident Retention and Workforce Development

Identify ways to support workforce development programs, and the development of a talented and flexible workforce.

Action Items

1. Evaluate opportunities and the feasibility to provide scholarships/grants and paid internships/apprenticeships for the local workforce.
2. Evaluate and develop career pipelines to the city with incentives for hiring local.
3. Work with regional economic development partners to implement sustainable green industry jobs which capitalize on local resources and people.
4. Implement the City's Classification and Compensation study.

Priority 5- Core Services and High Performing Government

Improve city government capacity, customer service, and efficiency through continuous improvement initiatives. Deliver high quality services to the community including public safety, snow removal operations, fiscal sustainability, well maintained public infrastructure, and excellent parks and recreation services, while keeping core services at the forefront of everything we do. Utilize modern technology to do more with less and to stay relevant with community expectations. Create a culture of leadership, empathy, and empower employees to have a yes-first attitude.

5.1 Public Safety

Ensure substantial investment in public safety by investing in police, fire and snow removal operations and equipment needs and develop engagement opportunities for residents to participate in meaningful dialogue with first responders to improve community trust.

Action Items

1. Ensure police, fire, snow removal operations receive adequate funding to provide exceptional service to our community.
2. Continue to modernize our wildfire preparedness and emergency evacuation plan in coordination with neighboring jurisdictions.
3. Continue to support the Community Police Advisory Board.
4. Continue monthly "Meet with the Mayor" events (and other outreach/training events) with the public to discuss relevant public safety issues and/or concerns and establish long term positive relationships with all segments of the community.
5. Develop Gun Violence Restraining Order program in coordination with El Dorado County Superior Court.
6. Build out the Fire Prevention Bureau to include defensible space and commercial building inspections.
7. Build out parking enforcement program to manage high visitor areas.
8. Revisit snow removal policies, capital equipment upgrades and enforcement needs.

5.2 Digital Government

Utilize modern technology to do more work digitally in order to improve efficiency and access to services. Invest heavily in digital permitting and GIS technology.

Action Items

1. Upgrade the CommunityPLUS permit tracking software to provide robust opportunities to increase workflow efficiencies and provide customer access to real time status and permit information.
2. Implement the IT Strategic Plan to ensure the city utilizes state of the art technology and ensure such technology is updated appropriately.
3. Update or revamp City website, including mobile-friendliness.

5.3 Infrastructure and Maintenance

Ensure our city has sustainable funding sources to properly maintain infrastructure including roads, snow removal, facilities, recreation sites and trails. Actively seek funds to develop sustainable infrastructure projects based on a prioritized capital improvement project list.

Action Items

1. Define maintenance needs by Asset Class, and match to appropriate funding sources.
2. Develop Sustainable Capital Improvement Infrastructure Projects.

5.4 Local Control

Explore ways to develop more local control for the city and residents to make decisions about the community.

Action Items

1. Revisit whether City should pursue charter city status.
2. Analyze desirability and feasibility of annexation of certain unincorporated areas of El Dorado County into the City.
3. Develop strategies to improve the way the City coordinates, presents and advocates City Council policy positions with Basin entities, including but not limited to (Caltrans, TTD, SSTMA, TRPA, El Dorado County, LTCC and local non-profits), and other state and federal agencies and representatives.
4. Develop a strategy to create a youth-friendly community focused on developing the next generation of leaders.

5.5 Fiscal Sustainability, Resiliency and Transparency

Ensure wise stewardship/oversight of public resources to maintain long-term financial viability.

• Several recessions and economic downturns in the past two decades have taught us that sustainability is necessary to ensure the ongoing financial health of the City.
• To achieve sustainability, the financial structure needs to be balanced and adaptable.
• Adaptability is a key to resiliency to ensure resistance to external shocks and challenges from outside forces, such as natural disasters and economic downturns one shared goal gives each voice a stake in a positive outcome.

Action Items

1. Seek new and diverse revenue streams, partnerships, and grant opportunities.
2. Address pension liabilities and make a commitment from future available revenue streams to pay pension liabilities.
3. Ensure alignment of service levels and the organization size with Council and community priorities.
4. Engage the public in the annual budget process and utilize transparent and easy to understand budget communication tools, including participatory budgeting in ways that are practicable, accessible and inclusive.
5. Explore re-instating a "Citizens Academy" in the interest of educating and engaging the public.

Strategic Priorities Workplan

Action Items	Staff Resources	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	Ongoing
1.1 Broadband for All							
1. Complete NeoConnect contract to expand broadband infrastructure, to connect to regional broadband infrastructure, to secure funding to assist in the implementation of broadband infrastructure and to update the City's "dig once" policy.	PW, CMO, Legal	■					■
1.2 Midtown Revitalization							
1. Complete the new Recreation and Swim Complex and in the meantime, maintain the current complex for resident use.	PW, CMO, Finance, P/R, Legal	■	■	■			
2. Complete the Bijou/Al Tahoe Area (Mid-Town) Plan update. The area plan shall incorporate Bijou Community Park, Bijou Golf Course, Fire Station #2 location and the Sierra Tract Commercial plan area including a plan to create and designate an arts district within the area plan.	DevS, P/R	■	■				
1.3 Housing							
1. Pro-actively work with current affordable housing developers and partner agencies to implement Sugar Pine Village project.	DevS	■	■	■	■		
2. Pro-actively work with an affordable housing developer and partner agencies to develop affordable and/or workforce housing at 3900 Lake Tahoe Blvd.	DevS, Legal	■	■	■	■	■	
3. Continue to collaborate with the Saint Joseph Land Trust and other organizations to increase capacity to address housing needs.	DevS						■
4. Establish a local discretionary funding source to leverage access to and increase competitiveness for outside funds, and implement Council direction to conduct outreach to analyze vacancy tax and transient occupancy tax funding sources.	DevS, CMO, Legal	■	■				
5. Evaluate Multi-Family Inspection, Single- Room Occupancy, and Housing Hotline programs to optimize efforts to improve rental housing stock conditions.	DevS, Legal	■					
6. Continue to work with the Tahoe Coalition for the Homeless to rehabilitate properties purchased through Project HomeKey.	DevS	■					
7. Identify and secure funding to develop a multi-family residential rehabilitation program.	DevS		■	■			
8. Analyze and develop positions on agency regulations that impact the City's ability to develop affordable housing; such as TAUs for VHRs, height, density, ADU rules (Bonus Unit), affordable by design codes and sewer units.	DevS, Legal						■

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9. Investigate the development of a regulatory framework for developing an "Employee Housing Bill of Rights Program," which includes best practices where housing is tied to the employer and which supports seasonal workers.	DevS, CMO, Legal						
10. Investigate feasibility of programs for affordable rents including rent stabilization and assistance.	DevS, CMO, Legal						
1.4 Transportation							
1. Evaluate the option to develop a local revenue source (i.e., TBID, a Basin entry fee, paid parking, overnight parking fees at hotels and enhanced enforcement) to support transportation projects.	CMO, Legal, PW						
2. Prioritize the implementation of trail and complete street projects including continued progress of the Greenway to Van Sickle Bi-State Park.	PW						
3. Evaluation of city-wide parking management strategies, including potential expansion of paid parking, reduction of parking requirements, residential parking permits and transit promotion.	PW, DevS, CMO, Legal						
4. Continue to partner with South Shore Transportation Management Association, Tahoe Transportation District, Tahoe Regional Planning Agency, and other partners to identify new and existing funding sources to expand and electrify micro-transit service from its initial footprint to the entire city limits, as based on the 2022 South Shore Transportation Analysis.	CMO, PW						
5. Building upon the US50 safety project, develop a Corridor Plan for Highway 50 from the "Y" to "Stateline," including major connecting arterials while identifying options to prioritize alternative modes of transportation, such as dedicated bus lanes, bike and pedestrian enhancements and city-wide gondola.	PW, DevS, CMO, Legal						
6. Evaluate the feasibility of transit system run by the City and the possibility of the City becoming the recipient of TDA monies.	CMO, Legal						
1.5 Carbon Neutrality and Grid Reliability							
1. Continue to support the position of a CivicSpark Fellow to facilitate the implementation of the City Climate Action Plan in coordination with community partners.	CMO						
2. Work with community partners to achieve 50% local, renewable energy for all entities and install a robust fleet and public EV charging network, by 2025.	CMO, Legal						
3. Evaluate the feasibility and cost implications of creating a municipal owned utility in order to reduce carbon emissions and improve grid reliability.	CMO, Legal						

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4. Work with Liberty Utilities to prepare an MOU agreeable to both the City and Liberty Utilities, which guides energy procurement and operation standards for South Lake Tahoe, and maximizes availability of customer access to constituent generating and benefiting programs.	CMO, Legal						
2.1 Parks and Recreation Master Planning							
1. Plan for and execute the recreation program strategy based on the existing Parks and Recreation Master Plan recommendations for program development.	P/R						
2. Implement the Regan Beach Master Plan improvements with available funding as it becomes available and prioritize ongoing improvements to maintain the asset.	P/R, PW						
3. Update and incorporate the Master Plan for Bijou Park as part of the scope of work in the Bijou/Al Tahoe (Mid-Town) area plan update. The update shall include the Bijou Golf Course to explore alternative uses to reach the highest community and environmental benefit and skate park needs for future development.	P/R, DevS						
2.2 Equitable Access							
1. Create low to no cost recreation programs and access to recreation gear for qualified families to engage in outdoor recreation and education.	P/R						
2. Evaluate the option to develop a park or community garden in every neighborhood.	P/R						
3. Evaluate opportunities to expand collaborative partnerships to promote health and wellness, combat childhood obesity, and encourage active lifestyles.	P/R						
2.3 Connectivity							
1. Develop a comprehensive way-finding signage plan and update City signage as needed.	PW, P/R						
2. Develop a plan to determine appropriate locations for bike repair stations, charging stations and bike racks and determine funding to support the installation of such infrastructure.	PW,P/R						
3. Develop a communications strategy to promote biking as a way of life in the South Lake Tahoe community.	CMO, P/R						
4. Explore regulatory options for public access and easements to beaches below the highwater mark and clarify rules with the State Lands Commission.	CMO, Legal						
3.1 Mental Health and Homelessness							
1. Continue to work with El Dorado County to bring more mental health services to South Lake Tahoe and fully implement STACS (South Tahoe Alternative Collaborative Services).	P, F, CMO						
2. Explore uses of opioid settlement money for those experiencing substance use disorders.	P, Legal						

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3. Work with local partners to support permanent supportive housing/transitional and emergency homeless shelter resources in the city.	**CMO, DevS, P/R P, F**						
3.2 Inclusion and Diversity							
1. Continue to incorporate equity and inclusion best practices into our recruitment practices.	**CMO**						
2. Provide equity, inclusion, and unconscious bias training for all City employees.	**CMO**						
3. Continue to support the foster engagement opportunities to support and continue to cultivate our relationship with Ameca, MX and Latinx community members.	**P/R, CMO**						
4. Continue to evaluate new and innovative translation and participation services to increase accessibility and engagement, including remote participation options for boards and commissions.	**CClerk, CMO**						
5. Work with ACT Commission to develop a "racial equity statement" that supports pursuit of grant funding.	**CMO, P/R**						
3.3 Arts and Culture Program							
1. Continue to support the newly established Arts, Culture and Tourism Commission to identify funding that supports art programs throughout our city.	**P/R**						
3.4 Waste Management and Stewardship							
1. Conduct effective outreach to, and enforcement of, the business community regarding changes to the single-use plastics and styrofoam ordinance, and work to deploy water bottle refill stations.	**CMO**						
2. Include "bear proof" trash containers in Franchise Agreement update with STR.	**CMO, Legal**						
3. Work with STR to evaluate implementation of residential food waste programs.	**CMO**						
4.1 Economic Diversification Strategy							
1. Create a summary of vacant/underutilized properties in the Lakeview to Lakeside and "Y" areas (including sf, zoning, and property ownership) and develop a priority list to work with property owners on redevelopment opportunities.	**DevS, CMO**						
2. Evaluate available methods and tools which support a City of South Lake Tahoe economic development function to identify, recruit, and retain businesses that includes marketing needs, program development and amenities that help to reimagine the quality of life for residents, businesses, and visitors.	**DevS, CMO**						
3. Complete an update to the City's Economic Development Chapter of the General Plan that is inclusive and supports the City's Economic Development Core Values.	**DevS, CMO**						

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4. Work with partner agencies, chamber of commerce entities and businesses to ensure economic stability and continuity of services and business operations; particularly during disasters and unforeseen events.	**CMO**						
5. Investigate options for capping number of chain retail/food and beverage businesses, similar to other cities.	**DevS, Legal**						
6. Explore a focused pedestrian oriented sustainable tourism destination in SLT called the "Lake District," from Lakeview to Lakeside.	**DevS, PW, CMO**						
4.2 Support Development of a Regenerative Tourism Model							
1. Identify what resources are necessary to create a transit and mobility hub at the "Y" with the intent to increase walkability, multi-modal travel including but not limited to gondola and bus travel, while decreasing vehicle trips.	**PW, CMO**						
2. Prioritize the development of the "Hole in the Ground" site as a way of supporting and attracting visitors to the Stateline core.	**Dev.S, CMO**						
3. Capitalize on grant funding and development projects to enhance city infrastructure projects that improve the quality of life, recreational experience and climate resiliency for residents and visitors.	**CMO, PW, P/R, Finance**						
4. Continue to work with the Destination Stewardship planning efforts to effectively manage negative impacts related to traffic, crowding, litter, increased wildfire risks and lake degradation.	**CMO**						
4.3 Resident Retention and Workforce Development							
1. Evaluate opportunities and the feasibility to provide scholarships/grants and paid internships/apprenticeships for the local workforce.	**CMO, Finance**						
2. Evaluate and develop career pipelines to the city with incentives for hiring local.	**CMO**						
3. Work with regional economic development partners to implement sustainable green industry jobs which capitalize on local resources and people.	**CMO**						
4. Implement the City's Classification and Compensation study.	**CMO, Finance, Legal**						
5.1 Public Safety							
1. Ensure police, fire, snow removal operations receive adequate funding to provide exceptional service to our community.	**CMO, Finance, P, F, PW**						
2. Continue to modernize our wildfire preparedness and emergency evacuation plan in coordination with neighboring jurisdictions.	**F, P**						
3. Continue to support the Community Police Advisory Board.	**P, Legal**						

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4. Continue monthly "Meet with the Mayor" events (and other outreach/training events) with the public to discuss relevant public safety issues and/or concerns and establish long term positive relationships with all segments of the community.	**CMO**						
5. Develop Gun Violence Restraining Order program in coordination with El Dorado County Superior Court.	**Legal, P**						
6. Build out the Fire Prevntion Bureau to include defensible space and commercial building inspections.	**F**						
7. Build out parking enforcement program to manage high visitor areas.	**P**						
8. Revisit snow removal policies, capital equipment upgrades and enforcement needs.	**PW**						
5.2 Digital Government							
1. Upgrade the CommunityPLUS permit tracking software to provide robust opportunities to increase workflow efficiencies and provide customer access to real time status and permit information.	**Finance, DevS**						
2. Implement the IT Strategic Plan to ensure the city utilizes state of the art technology and ensure such technology is updated appropriately.	**Finance**						
3. Update or revamp City website, including mobile-friendliness.	**CMO**						
5.3 Infrastructure and Maintenance							
1. Define maintenance needs by Asset Class, and match to appropriate funding sources.	**PW, Finance**						
2. Develop Sustainable Capital Improvement Infrastructure Projects.	**CMO, PW**						
5.4 Local Control							
1. Revisit whether City should pursue charter city status.	**CMO, Legal**						
2. Analyze desirability and feasibility of annexation of certain unincorporated areas of El Dorado County into the City.	**CMO, Legal**						
3. Develop strategies to improve the way the City coordinates, presents and advocates City Council policy positions with Basin entities, including but not limited to (Caltrans, TTD, SSTMA, TRPA, El Dorado County, LTCC and local non-profits), and other state and federal agencies and representatives.	**CMO**						
4. Develop a strategy to create a youth-friendly community focused on developing the next generation of leaders.	**CMO, CClerk, P/R**						

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5.5 Fiscal Sustainability and Resiliency							
1. Seek new and diverse revenue streams, partnerships, and grant opportunities.	ALL						
2. Address pension liabilities and make a commitment from future available revenue streams to pay pension liabilities.	CMO, Finance						
3. Ensure alignment of service levels and the organization size with Council and community priorities.	CMO						
4. Engage the public in the annual budget process and utilize transparent and easy to understand budget communication tools, including participatory budgeting in ways that are practicable, accessible and inclusive.	CMO, Finance						
5. Explore re-instating a "Citizens Academy" in the interest of educating and engaging the public.	CMO, CClerk						

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City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 14, 2023
Agenda Item #: 25

Agenda Item: Ratification of Proclamation of Local Emergency Due to Severe Winter Storms

Executive Summary:

Requested Action / Suggested Motions: Pass a Resolution ratifying a Proclamation of Local Emergency Due to Severe Winter Storms.
Responsible Staff Member: Heather Stroud, City Attorney

Responsible Staff Member: Heather Stroud, City Attorney (530) 542-6046

Reviewed and Approved By:
Susan Blankenship, City Clerk

Attachments:

01-Staff Report Ratification of Local Emergency.docx
02-Resolution Ratifying Proclamation of Local Emergency.docx
03-Proclamation of Local Emergency (Exh. A to Reso).pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: March 14, 2023

Title: Ratification of Proclamation of Local Emergency Due to Severe Winter Storms

Location: Citywide

Responsible Staff Members: Heather Stroud, City Attorney (530) 542-6046

Background:
On March 8, 2023, the Director of Emergency Services issued a Proclamation of Local Emergency Due to Severe Winter Storms. South Lake Tahoe City Code section 1.15.030(C)(1) requires City Council to take action to ratify this proclamation within seven days thereafter, or the proclamation shall have no further force or effect.

Under South Lake Tahoe City Code section 1.15.020, and consistent with the California Emergency Services Act, “emergency” is defined as “the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within this city caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, avalanche, or earthquake, or other conditions, including conditions resulting from war or imminent threat of war, but other than conditions resulting from a labor controversy, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the city, requiring the combined forces of other political subdivisions to combat.”

Issue and Discussion:
Beginning in late February 2023, the City of South Lake Tahoe has received a series of back-to-back storms with multiple feet of snow resulting in heavy snow loads on roofs, road damage, and other infrastructure and property damage within city limits. When the Director of Emergency Services issued the Proclamation of Local Emergency on March 8, 2023, an atmospheric river with significant rainfall was forecast to begin on March 9 and last for several days with the potential for widespread flooding and further property damage to public and private property because of the large existing snowpack. Rain on snow events like this have caused major flooding in South Lake Tahoe in past years.

Proclaiming a local emergency allows the City to acquire more resources to deal with the storm and its aftermath, including requesting assistance from state and federal agencies, waiving normal procurement rules for repairs to City facilities and infrastructure, issuing emergency orders to address a fluid situation if needed, and modifying personnel policies as needed to maintain essential City services.

As required by the California Emergency Services Act, staff is requesting that City Council ratify the Proclamation of Local Emergency Due to Severe Winter Storms by adopting the resolution

attached to this item. If adopted, Government Code section 8630 requires that the City Council review the need for continuing the local emergency at least every sixty (60) days until such local emergency is terminated. Under Section 8630(d), the City Council is required to terminate the local emergency at the earliest possible date that conditions warrant.

Financial Implications:
If eligible under the California Disaster Assistance Act and/or Federal Emergency Management Agency's Public Assistance Program, the City may be able to pursue state and/or federal funding available to reimburse the City for costs incurred because of this emergency.

Environmental Considerations:
This action is not a project subject to environmental review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(2), (5) because it is a continuing administrative activity and an organizational or administrative activity of the City that will not result in direct or indirect physical changes in the environment.

Policy Implications:
Ratifying the local emergency ensures that the City is in the best position to acquire the resources necessary to promptly address impacts from the storm and its aftermath.

Resolution 2023-XXX

Adopted by the City of South Lake Tahoe
City Council

March 14, 2023

Ratifying the Proclamation of Local Emergency Due to Severe Winter Storms

BACKGROUND

A. Under Section 1.15.030(C) of the South Lake Tahoe City Code, the Director of Emergency Services is empowered to issue a proclamation of local emergency if the City Council is not in session, to be ratified by the City Council within seven days thereafter.

B. Beginning in late February 2023, the City of South Lake Tahoe has received a series of back-to-back storms with multiple feet of snow resulting in heavy snow loads on roofs, road damage, and other infrastructure and property damage within city limits. A warm atmospheric river resulted in significant rainfall beginning on March 9 and lasted for several days, causing widespread flooding and further property damage to public and private property because of the large existing snowpack.

C. The severe winter storms have created conditions of extreme peril to the safety of persons and property within the territorial limits of the City of South Lake Tahoe, and these conditions are likely to be beyond the control of the services, personnel, equipment, and facilities of the City.

D. On March 3, 2023, the El Dorado County Sheriff proclaimed a local emergency for El Dorado County under the California Emergency Services Act, California Government Code section 8850 *et seq.*, due to the severe winter storms in February and March 2023, which was ratified by the El Dorado County Board of Supervisors on March 7, 2023, by adoption of Resolution No. 046-2023.

E. On March 8, 2023, the City Director of Emergency Services issued a Proclamation of Local Emergency Due to Severe Winter Storms for the reasons stated above.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Ratifies the Proclamation of Local Emergency Due to Severe Winter Storms, as issued by the Director of Emergency Services on March 8, 2023, attached hereto as Exhibit A.

2. Deems the local emergency to continue to exist until terminated by the City Council.

3. Directs the Director of Emergency Services to report to City Council at least every 60 days until terminated by the City Council as required by California Government Code section 8630.

Adopted by the City of South Lake Tahoe City Council on March 14, 2023 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Cristi Creegan, 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.

Proclamation of Local Emergency Due to Severe Winter Storms

By the Director of Emergency Services

March 8, 2023

BACKGROUND

A. Under Section 1.15.030(C) of the South Lake Tahoe City Code, the Director of Emergency Services is empowered to issue a proclamation of local emergency if the City Council is not in session, to be ratified by the City Council within seven days thereafter.

B. Beginning in late February 2023, the City of South Lake Tahoe has received a series of back-to-back storms with multiple feet of snow resulting in heavy snow loads on roofs, road damage, and other infrastructure and property damage within city limits. Weather forecasts indicate a warm atmospheric river will result in significant rainfall beginning on March 9 and lasting for several days, which is expected to cause widespread flooding and further property damage to public and private property because of the large existing snowpack.

C. The severe winter storms have created conditions of extreme peril to the safety of persons and property within the territorial limits of the City of South Lake Tahoe, and these conditions are likely to be beyond the control of the services, personnel, equipment, and facilities of the City.

D. On March 3, 2023, the El Dorado County Sheriff proclaimed a local emergency for El Dorado County under the California Emergency Services Act, California Government Code section 8850 *et seq.*, due to the severe winter storms in February and March 2023, which was ratified by the El Dorado County Board of Supervisors on March 7, 2023, by adoption of Resolution No. 046-2023.

E. The City Council is not now in session and cannot immediately be called into session.

NOW THEREFORE, IT IS HEREBY PROCLAIMED THAT

1. I find that the conditions in Section 1.15.020 of the South Lake Tahoe City Code and Section 8558(c) of the California Government Code, relating to the proclamation of a local emergency are met, and that a local emergency now exists throughout the City of South Lake Tahoe.

2. During the existence of this local emergency, the powers, functions, and duties of the Director of Emergency Services shall be those prescribed by state law ordinances, and resolutions of the City of South Lake Tahoe, as well as the City of South Lake Tahoe's Emergency Operations Plan.

3. The Director of Emergency Services is authorized to obtain any and all assistance from local, county, state, and federal agencies, including but not limited to aid and assistance pursuant to the California Disaster Assistance Act.

4. The Director of Emergency Services may authorize emergency purchases under Section 3.45.070 of the South Lake Tahoe City Code as needed to address this local emergency.

5. The Director of Emergency Services may modify personnel policies as needed to address this local emergency and maintain essential City services.

6. The City of South Lake Tahoe is subject to immunity under Government Code section 8655 to the maximum extent provided by law for any actions taken in furtherance of addressing this local emergency.

7. This proclamation of local emergency shall continue for no more than seven days unless ratified by City Council.

Joseph Irvin
Director of Emergency Services/
City Manager

Date: 3/8/2023
11:55 AM

Approved as to Form:

Heather Stroud
City Attorney

Attest:
Susan Blankenship, City Clerk
City of South Lake Tahoe
3/8/2023

CITY OF SOUTH LAKE TAHOE 19 65 CALIFORNIA

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 14, 2023
Agenda Item #: 26

Agenda Item: Fiscal Year 2022-2023 Mid-Year Budget Review, Amendments to the Allocated Permanent Position Listing, and Five-Year Financial Plan Update

Executive Summary: The annual mid-year budget review is an essential element in maintaining the City's financial stability. It provides the City Council an opportunity to review the General Fund and other funds, adjust amount in order to achieve a more accurate budget for the current fiscal year and help shape the development of next year's budget. The Five-Year Financial Plan update provides a forecast of revenues and expenditures over the five-year period of fiscal year 2023-2024 through 2027-2028. The Five-Year Financial Plan provides a multi-year view of the financial picture and allows for strategic discussions and planning needed to balance the General Fund Budget and address City Council updated Strategic Plan 2023-2028 ensuring the City's financial sustainability in providing the community with core services, infrastructure and facilities improvements.

Requested Action / Suggested Motions: Pass a Resolution approving FY 2022-2023 Mid-Year Budget Adjustments and Amendments to the Allocated Permanent Position Listing for Changes Made during Mid-Year.
Responsible Staff Members: Olga Tikhomirova, Director of Finance and Joseph Irvin, City Manager

Responsible Staff Member: Olga Tikhomirova, Director of Finance (530)542-7431
Joseph Irvin, City Manager (530)542-6043

Reviewed and Approved By:
Susan Blankenship, City Clerk
Heather Stroud, City Attorney

Attachments:

01-Staff Report - Mid-Year Budget and 5-Year Plan March 2023.docx
02-RESO Mid-year Budget 2022-2023.docx
03-Position Allocation 22-23 (Exh. A to Reso).pdf
04-Salary Table (Exh. B to Reso).pdf
05-5yr Finacial Plan & Assumptions as of March 2023.pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: March 14, 2023

Title: FY 2022-2023 Mid-Year Budget Review and Five-Year Financial Plan Update

Location: All Departments

Responsible Staff Members: Joseph Irvin, City Manager
Olga Tikhomirova, Director of Finance

Background: The annual Mid-Year budget review is an essential element in maintaining the City's financial stability. It provides the City Council an opportunity to make adjustments and operational corrections based on unanticipated changes and the goals and priorities of the City Council for the current fiscal year and helps shape the development of next year's budget.

During the mid-year process the City Manager and staff review the City's fiscal condition and make recommendations to amend appropriations if necessary. The budget amendments recommended by staff are intended to address unanticipated items or events that may have occurred in the first half of the fiscal year. The proposed amendments also include adjustments due to reorganizational changes to staffing needed to address goals and initiatives included in the Strategic Plan adopted by the City Council on March 2, 2021 and discussed and updated during January 31st, 2023 Strategic Planning Retreat.

Based on recommendations from financial experts and the Government Accounting Standards Board (GASB) indicating the need for public agencies to conduct long-term financial planning, since 2011 the City has been annually producing a Five-Year Financial Forecast to provide the public and the City Council with information from which to consider financial and policy recommendations.

In preparing the financial forecast, the City considers a wide variety of economic indicators to estimate revenues and expenditures over the five-year period. This multi-year examination of the City's financial outlook allows for strategic discussions and planning ensuring the financial stability of the City. Financial stability allows the City to provide the community with core services, infrastructure and facility improvements, and address City Council Strategic Priorities.

Issue and Discussion: As part of the Mid-year Budget review, it is important to assess economic conditions at national, state and local levels to ascertain what effects these may have on the City's revenues and expenses.

The global economy is projected to slow in 2023, although it appears to be seen by how much. Recent data has revealed more resilience, and economists are now split on whether the recession will occur, or the economy would be able to avoid it. Some are even seeing a potential growth in 2023. According to the National Retail Federation's chief economist, there will still likely be economic challenges this year, such as inflation, which will likely affect different sectors of the economy at different times.

With the health crisis beginning to fade into the past, the U.S. economy finished 2022 in solid shape despite markets volatility. High inflation dominated in 2022 and continues into 2023 with the Fed attempting to bring it down by rapidly increasing interest rates. The GDP grew 2.1% in 2022, about half of the growth seen in the year prior. The inflation rate, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), increased 6.4% for the 12 months ending January. This was the smallest 12-month increase since the period ending October 2021. The Federal Reserve raised interest rates seven times in 2022 and again on February 1, 2023 to curb inflation, increasing the target rate from near zero to 4.5-4.75%. The national unemployment rate ended 2022 at 3.5%. Industrial production was at a record high in 2022, and consumer spending has continued to show signs of growth with total sales up 9.2% in 2022 compared to 2021, according to data from the U.S. Census Bureau. 2022 was also a strong year for California's economy. The state reached a milestone in the last quarter having finally recovered all jobs that were lost during the pandemic. The unemployment rate for South Lake Tahoe was 3.0% (preliminary) in December 2022.

The City's FY 2022-2023 budget reflects a positive outlook. Overall, current year's operating revenues are projected to increase compared to the adopted budget. Staff recommends changes to two of the City's three major revenues and several other revenue increases. Additional expenditure allocations are recommended for City services, capital projects and for City Council Strategic Priorities implementation. Should an economic downturn materialize and create a significant impact on City operations, staff will bring the necessary budget adjustments for City Council's consideration prior to the fiscal year end.

Five Year Financial Plan

The Five-Year Financial Plan analyzes major known and projected future fiscal conditions in order to support informed long-term planning and decision-making regarding operational and capital improvement resources. The Plan is focused on the City's General Fund and provides a forecast of revenues and expenditures over the five-year period from fiscal year 2023-2024 through 2027-2028.

Key highlights of this Five-Year Financial Plan update include:

- Revenues are forecasted based on previous year's actuals and current economic trends and estimates.
    - A significant increase in Property tax anticipated in FY 2023, compared to the adopted budget, results in an increase of 9.2% in this revenue in FY 2024 compared to FY 2022 actuals.
    - FY 2024 City TOT revenues are projected to exceed FY 2022 actuals by 1.25% which is also reflective of an approximate $1m loss due to Measure T VHR ban.
    - Project Area TOT revenues are projected based on FY 2022 actual results. These results reflect a shift of occupancy from the City VHRs to the project area hotels due to Measure T VHR ban.
    - The plan assumes that approximately $1.6m from Measure S Sales Tax fund in FY 2024 will be used to pay for 7 Firefighters previously funded by SAFER grant, 50% of the Fire Marshal position, 100% of one Police Lieutenant position, and staffing for the South Shore Fuels Reduction Program.

- Parks and Recreation Revenues are projected based on full operations in FY 2024 and in the four years beyond, not reflecting a partial shift of revenues and expenditures which will take place after the new Recreation Center opening.
- The current plan no longer includes the transfer of $850K in projected available revenues from the Parking Garage previously anticipated to occur after an early pay-off of the parking garage bonds. Based on recent City Council discussions, this revenue stream could be directed towards enhancing the south shore transportation programs.
- Several audit adjusting entries were still pending as of the date of preparation of this five-year plan and were not reflected in the report.

- Expenditures:
  - Majority of personnel and operating expenditures are projected to increase between 2% and 3% annually.
  - FY 2024 CalPERS pension cost reflects 6%, 10% and 13% increases in normal cost rates for Miscellaneous, Safety PEPRA, and Safety Classic members respectively based on 2022 Actuarial Reports.
  - Unfunded Accrued Liability (UAL) cost projections are based on 6.1% negative investment return for CalPERS fiscal year ended June 30th, 2022.
  - Forecast assumes a prepayment of CalPERS Unfunded Accrued Liability (UAL) annually in July. Even with the increased interest rates, there are savings to the City from prepayment of at least $100K.
  - All one-time large capital expenditures are removed moving forward.
  - No major capital expenditures, such as road rehabilitation or vehicle replacement, are included in the main General Fund and are projected to be funded by Measure S sales tax general fund.
  - Projected personnel cost incorporates two additional Parking Ambassador positions being requested during this March 14th meeting and an additional Principal HR Analyst position included as part of the mid-year adjustments.

The table below presents a summary of the 2024-2028 General Fund Five-Year Financial Plan. The 2022-2023 amended budget reflects the use of $2.2 million from undesignated excess reserves and is before mid-year adjustments. At September 30, 2022, the undesignated excess reserves amounted to $11.2 million, excluding the required 25% reserve of $12.7 million for FY 2023.

General Fund Five-Year Plan Summary 2024 to 2028							
	Actual	Budget	Projected	Projected	Projected	Projected	Projected
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Rev.	$52,367,543	$52,330,889	$53,214,594	$54,290,949	$55,114,958	$56,002,295	$56,856,356
Exp.	$53,703,448	$54,546,574	$53,214,593	$54,900,888	$56,501,235	$56,749,425	$57,025,385
Net Rev/(Exp)	$ (1,335,905)	$ (2,215,685)	$ 0	$ (609,939)	$ (1,386,277)	$ (747,131)	$ (169,029)

The preliminary estimates for FY 2023-2024, that include assumptions previously listed in the Key Highlights section, indicate that the General Fund for the upcoming fiscal year is projected to be balanced. These projections include moderate salary raises and don't include the implementation cost of Classification & Compensation Study, which is being finalized.

Programmed revenue increases are being absorbed by the growing personnel and other costs contributing to on-going projected general fund deficit for the subsequent four years.

Finance department will begin the next fiscal year budget process in April 2023. Staff will continue examining various creative ways to achieve the balanced budget in the upcoming years while continue implementing the City Council Strategic Priorities.

Measure S Sales Tax General Fund Five-Year Projections

Measure S sales tax is projected to generate between $7.1m and $7.8m annually for the next five years. The preliminary projected uses for FY 2024 include:

- $555K for communications system financing and $35K for the system extended warranty.
- $2.2m total for the following: Fire Station II Rehabilitation and Staffing, 50% of the Fire Marshal position, 100% of the Police Lieutenant position, and South Shore Fuel Reduction program staffing.
- $4.2m total for road rehabilitation, vehicle and equipment purchase and debt financing, as well as for the stormwater management program.

Attachment 05 provides a detailed analysis of the primary General Fund revenues by type and expenditures by department, and Measure S Sales Tax general fund revenues and financing uses through FY 2028.

Mid-Year Budget Review

The total current General fund budget after the carry-forward appropriations and other adjustments approved since the budget was originally adopted, shows a net expense of $2,215,685. Some of the major items in the carry-forward adjustments were $1,250,000, attributed to the pending issuance of the General Fund loan for the Sugar Pine Housing project, $318K for the Computer Aided Dispatch (CAD), $112K for SSTMA pilot program, $193K for the Fire apparatus repair, and the remainder was for other previously approved purchases.

The City ended the previous fiscal year 2021-2022 with undesignated excess reserves of approximately $11.2 million. After the carry-forward appropriations described above, together with grant match set-aside activity of $1.2 million net, a reduction for ARPA funding, and other additional appropriations proposed at this council meeting, the undesignated excess reserves balance went down to approximately $3.8 million. This amount is available for spending at the City Council's discretion.

FY 2022-2023 mid-year budget adjustments include the proposed net revenue increase of $300K, as described below.

General Fund Revenue Adjustments recommendations include the following:

Property Taxes +$510,000 based on the first of three installments of property tax revenues from the County. The City is on the teeter plan with El Dorado County which requires the County distribute to the City full share of property tax based on current assessed values without regard to actual collections. The County retains all interest and penalties that result from delinquent tax payments.

Transient Occupancy Tax (TOT) +$200,000 based on final actual receipts in FY 2022. The adjustment includes updated allocation between TOT revenue categories. VHR category was reduced and TOT for hotels/motels was increased.

Franchise Fees +$150,000 based on final actual receipts in FY 2022.

Interest Earning Revenue +$150,000 due to increased interest rates in FY 2023.

Caldor Fire Federal and State Reimbursements +$339,699 received from the federal and California state disaster assistance for Caldor Fire Emergency Protective Measures and Management Cost. The reimbursement was approved after a lengthy project submission process for the City-provided provisions and supplies for the Emergency Operations Center (EOC) in September 2021. The reimbursement includes $176K for overtime, $90K for City's equipment used for fire operations, $61K for miscellaneous supplies, contracts, and equipment rental during the EOC, and approximately $18K for administrative cost.

Parking Citation Revenue +$150,000 due to the expanded code enforcement program and an increase in parking citation fines revenue in FY 2023.

Transfer in from Measure S Sales tax +$202,830 to compensate the General Fund for actual cost in FY 2022 for 7 Firefighters previously partially funded by SAFER grant. The actual reimbursement from the grant was lower than anticipated due to a progressive reduction in the reimbursable portion.

Transfer in from Measure S Sales tax +$21,900 for the Police department RIMS system data conversion (the RIMS project was originally fully funded by Measure S).

Transfer in from Long Term Building Fees Fund +$100,000 for the Interim Building Official contract and expected summer 2023 building inspector contract.

Transfer in from Airport Enterprise Fund +$75,363 to return unused General Fund funding previously allocated to two Airport CIP projects, now completed and closed.

Transfer in from Redevelopment Obligation Retirement Fund +$30,000 for staff time reimbursement due to a recent increase in property tax increment collected by the El Dorado County and held in the Redevelopment Property Tax Trust Fund (RPTTF).

General Fund Expenditure Adjustments recommendations include the following:

Personnel Needs:

- +$131,769 – Cost of three new positions for half of FY 2023: an addition of Principal HR Analyst position requested with this agenda item; an addition of two Parking Ambassadors with the cost split 50/50 between the General fund and Parking Garage Enterprise fund requested as a separate item on today's agenda, and an additional 3-month cost through the end of this fiscal year for a temporary IT Technician.
- +$166,296 – Additional budget for retirement, promotion, overtime and other personnel related costs and payouts in several departments.
- +121,520 – Additional budget for health insurance due to higher than budgeted rate increase and an additional cost due to staffing changes.
- -$605,820 – Decrease in CalPERS Unfunded Accrued Liability (UAL) prepayment amount based on June 30, 2021 Actuarial Valuation Reports received in August 2022. The reports use demographic data and financial information through June 30, 2021 including the results of FY 2020-2021 investment earnings of 21.3%, to set the required contributions

for fiscal year 2023-2024. The investment return of -6.1% for FY 2021-2022 reported in July 2022, has no impact on required employer or member contributions for FY 2023-2024. The impact of this investment loss will be reflected in the June 30, 2022 valuation reports, available in August 2023, and will not impact employer contribution requirement until FY 2024-2025.

Operational Needs:

- +$146,994 – General Government, IT and Non-Departmental needs and increases, including additional rent to the Airport ($67K) per the new contract approved in January 2023, additional litigation expenses for several lawsuits handled in-house ($33K), city-wide employee Diversity, Equity & Inclusion (DEI) training, negotiations contract, and employment advertising ($22K), additional IT needs due to an increase in software renewal cost ($10K), with the remaining portion for in-person training and travel, website maintenance and hosting, and small equipment needs for several divisions.
- +$103,300 – Police department various needs, including additional fuel budget ($10K), taser purchases ($23K), parking enforcement contract amendment earlier this fiscal year ($14K), RIMS project various costs, including data conversion funded by Measure S Sales Tax revenue ($22K), and other misc. training and equipment needs.
- +$80,980 – Fire department various needs, including Protective Personal Equipment (PPE) ($28K), management and new hire training ($28K), and various furniture and equipment needs.
- +$224,224 – Public Works various needs, including Recreation Center mechanical, plumbing, electrical and overhead-door repairs ($159K), CDL training for several employees ($28K), additional cost for snow removal contract amended earlier this year ($30K), and a generator rental for the warming center ($7.5K).
- +$104,300 – Development Services department Interim Building Official and summer building inspector contracts funded by a transfer-in from the Long-Term Building Permits fund ($100K) and planning commissioners training.
- +$29,400 – Parks and Recreation additional budget request for sewer lift station and pump install contract labor for Regan Beach restrooms.
- +$72,000 – Transfer out to Streets, Ice Arena, Storm Water Management Program funds for asphalt and paving supplies ($30K), roof snowmelt system repair ($22K), and retroactive NPDES Permit fees ($20K).
- -$272,960 – Eliminate Transfer out to the Airport Enterprise fund due to increases in airport use and rental fees approved by the City Council after the start of the fiscal year.
- +$270,000 – Transfer out to Debt Service Fund to reimburse for various unexpected expenses in FY 2022 associated with the new recreation center bond issuance and changes in pledged assets in the existing bonds as well as due to debt service budget needs underestimation in the previous fiscal years.
- +$108,543 – Transfer out to CIP to reimburse for the cost associated with the Caldor Fire EOC accounted for in a separate project account for which federal and state disaster assistant reimbursement is received or scheduled to be received this fiscal year.

CIP Requests:

- +$730,000 – Police station facility re-roof planning, design and replacement work, and sally-port re-grad and drainage.
- +$150,000 – Traffic Signal Upgrades/Replacement project.
- +$65,000 – Flooding and boiler failure at the Recreation Center.

Measure S Sales Tax General Fund Revenue and Expense Adjustments

$224,730 increase in Transfer out to the General Fund for RIMS project miscellaneous costs ($22K) and for an additional unreimbursed cost in FY 2022 for 7 Firefighters previously funded by SAFER grant ($203K).

Cannabis Grant Program

The 2023 Cannabis Revenue Grant Program policies and guidelines are presented to the City Council on March 14th, 2023. The City will solicit proposals for funding from local schools, government agencies and non-profit organizations with programs and projects designed to mitigate potential negative impacts of the cannabis industry in South Lake Tahoe. According to the Cannabis Community Benefit Fee Revenue Allocation Policy, that states that City Council will allocate up to 50 percent of the previous year's revenue to the new Community-wide Benefit Grant Program during a mid-year budget process, staff has proposed to appropriate $400,000 to be made available for the cannabis revenue grant program for this fiscal year, same as in 2022. The total Community Benefit Fee revenue collected in the previous fiscal year 2021-2022 was $1,135,950. The non-grant expenditures totaled $315,691.

$400,000 increase in Expense for appropriations towards 2023 Cannabis Revenue Grant Program for FY21/22.

Other Non-General Fund Programs

Special Revenue Funds

- Increase and decrease in various revenue and expense line items. Funds will either use their available fund balances, transfer balances from other special revenue funds or to the general fund, or require general fund contribution and were listed above. The Cannabis Revenue fund changes also include a transfer out of $500,000 to two CIP projects - $300K for General Facility Sustainability Upgrades and $200K for the Drainage Replacement work.

CIP

- Increase in various CIP revenues and expenses. These CIP projects are funded by transfers from the General Fund and Cannabis Revenue Fund as described earlier in this report.

Debt Service Fund

- Includes a transfer in from the General fund as described earlier and an increase in interest earnings revenue.

Enterprise Funds

- The total net decrease of $150,215 and a net increase of $1,084,043 across all enterprise funds. The Airport Enterprise fund includes elimination of the General Fund subsidy, increases in rent revenue budget and an addition of $800K for capital projects using the available fund balance. Other changes affect Parking Garage and Transit funds, including a budget increase for the 2 new Parking Ambassador positions.

Internal Service Fund

- $30,000 increase to expense due to an increased OSIP annual insurance.

Trust and Agency Fund

- $301K increase to RPTTF revenue, $96K increase in interest revenue and $388K decrease in transfer in from the TOT trust fund due to increased property tax increment and RPTTF revenue to the Successor Agency for the redevelopment bonds debt service requiring lesser support from the Redevelopment area Transient Occupancy Tax set aside in the TOT trust fund annually.

Financial Implications: At September 30, 2023, the current fiscal year budget is projected to have a year-end deficit of $2.2m. The recommended mid-year budget adjustments will result in a $0.3m decrease in the deficit. Sufficient unallocated ending fund balance as of September 30, 2022, of approximately $6.1m is available to cover the budget deficit. After mid-year budget adjustments and additional appropriations for other items proposed at this council meeting, including $800K appropriations for Fire Station 3 renovations, the ending General Fund undesignated excess reserves balance is currently expected to be approximately $3.8m.

Completion of the 2022-2023 mid-year budget process will ensure continued operations through the end of the fiscal year and will allow City staff to continue the implementation of the City Council priorities.

The General Fund Five-Year Financial Plan update represents an analysis of the economic factors driving the City's revenues base, specific revenue sources available to the City, and the projected known obligations at the time of the plan update preparation. Multi-Year Financial Planning is required as part of the City's Financial Policies (Financial Planning) and is an essential tool for developing the budget guidelines and for evaluating the future impact of current year decisions.

The accompanying resolution also amends the City salary table to correct inconsistencies in the salary schedules submitted in December 2022. This action has no financial implications.

Environmental Considerations: This is not a "project" subject to review under the California Environmental Quality Act (CEQA) Guidelines section 15378(b)(2) (continuing administrative or maintenance activities, such as purchases for supplies)

Policy Implications: Compliance with City Financial Policies: Budget Management, Section E and Financial Planning, Section B.

Resolution 2023-XXX

Adopted by the City of South Lake Tahoe
City Council

March 14, 2023

Approving FY 2022-2023 Mid-Year Budget Adjustments and Amendments to the Allocated Permanent Position Listing for Changes Made During Mid-Year

BACKGROUND

A. The Mid-year budget review is recommended as part of the City's Financial Policies – Budget Management.

B. The City Council Priorities 2021-2026 and updated for 2023-2028 include priorities and goals, some of which are included in the fiscal year 2022-2023 mid-year budget adjustments.

C. The City Council wishes to amend the 2022-2023 Fiscal Year Total Budget for funding of continued operations and one-time costs through the end of the fiscal year.

D. There are staffing level changes approved which will amend the allocated position listing as described below (mid-year amendments reflect partial year).

   a. Establish one (1) full-time Principal HR Analyst position.
   b. Change Firefighter position allocation to a total of 16 FTEs.
   c. Change Fire Engineer position allocation to a total of 9 FTEs.
   d. Eliminate one (1) Sr. Planner 2-year limited term position.

E. The City Manager and Director of Finance recommend the budget adjustments summarized on the next page.

			Revenue Increase/(Decrease)	Expense (Increase)/Decrease	Net Change Revenue/(Expense)
	General Fund:				
100	General Fund		$ 1,929,792	$ (1,625,546)	$ 304,246
102	General Fund - Measure S Sales Tax	**	$ -	$ (224,730)	$ (224,730)
	Total General Fund		$ 1,929,792	$ (1,850,276)	$ 79,516
	Other Funds:				
201	Gas Tax	**	$ 30,000	$ (119,041)	$ (89,041)
207	Snow Removal		$ -	$ 21,831	$ 21,831
211	Police Vehicle Replacement		$ 225,798	$ (150,000)	$ 75,798
216	Transit Center	**	$ -	$ (15,000)	$ (15,000)
218	VHR Program		$ -	$ 6,017	$ 6,017
221	Ice Arena		$ 22,000	$ (22,000)	$ -
223	Cannabis Program	**	$ 26,250	$ (900,000)	$ (873,750)
232	Safety Sales Tax (Prop 172)	**	$ -	$ (150,000)	$ (150,000)
243	Nuisance Abatement	**	$ -	$ (24,984)	$ (24,984)
244	Solid Waste		$ -	$ 83,250	$ 83,250
245	Storm Water Management Program		$ 20,000	$ (20,000)	$ -
263	TOT Trust Fund		$ -	$ 388,001	$ 388,001
270	General Plan/Community Plan		$ -	$ -	$ -
271	Building Permit Fees	**	$ -	$ (100,000)	$ (100,000)
290	Settlement Proceeds Sfty Programs		$ 106,822	$ (106,822)	$ -
301	City CIP	**	$ 1,608,641	$ (1,665,973)	$ (57,332)
401	City Debt Service		$ 280,000	$ -	$ 280,000
501	Airport Enterprise Fund	**	$ (212,640)	$ (1,006,980)	$ (1,219,620)
520	Parking Garage	**	$ 45,000	$ (50,523)	$ (5,523)
550	Transit Operations	**	$ 17,425	$ (26,540)	$ (9,115)
602	Self-Insured Workers Comp	**	$ -	$ (30,000)	$ (30,000)
725	RD Obligation Retirement Fund		$ 9,384	$ (9,384)	$ -
	Total Other Funds		$ 2,178,680	$ (3,898,148)	$ (1,719,468)
	Total All Funds		$ 4,108,472	$ (5,748,424)	$ (1,639,952)
	** Fund Balance Available				

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED that the City Council of the City of South Lake Tahoe:

1. Adopts the 2022-2023 Fiscal year budget for the recommended adjustments listed above.

2. Adopts changes to the attached allocated position listing and corrections to the salary tables, attached hereto as Exhibits “A” and “B,” respectively.

Adopted by the City of South Lake Tahoe City Council on March 14, 2023 by the following vote:

Yes:
No:

Absent:
Abstain:

_____ Date:_____

Cristi Creegan, Mayor

Attest:

_____

Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

Allocated Permanent Positions

Department/Positions			Authorized/ Appropriated Positions 21/22 Adopted	Authorized/ Appropriated Positions thru May'22	Authorized/ Appropriated Positions 22/23 Adopted	Authorized/ Appropriated Positions thru Mar'23	Authorized/ Frozen Positions 22/23 Budget
CITY COUNCIL							
Council Member	*(Elected)*	**Department Total**	**5.00**	**5.00**	**5.00**	**5.00**	**0.00**
CITY CLERK							
City Clerk	*(Elected)*		1.00	1.00	1.00	1.00	
Assistant City Clerk			1.00	1.00	1.00	1.00	
		Department Total	**2.00**	**2.00**	**2.00**	**2.00**	**0.00**
CITY TREASURER							
City Treasurer	*(Elected)*	**Department Total**	**1.00**	**1.00**	**1.00**	**1.00**	**0.00**
CITY MANAGER DEPARTMENT							
City Manager			1.00	1.00	1.00	1.00	
Assistant City Manager			0.00	0.00	0.75	0.75	
Assistant to the City Manager I			1.00	1.00	0.25	0.25	
Assistant to the City Manager II			1.00	1.00	0.25	0.25	
Communications and Project Specialist			1.00	1.00	1.00	1.00	
Sustainability Coordinator			1.00	1.00	1.00	1.00	
			5.00	5.00	4.25	4.25	
Human Resources							
Human Resources Manager			0.00	0.00	1.00	1.00	
Principal &/or H.R. Analyst			1.00	1.00	1.00	1.50	
		Total	1.00	1.00	2.00	2.50	0.00
		Department Total	**6.00**	**6.00**	**6.25**	**6.75**	**0.00**
CITY ATTORNEY							
City Attorney			1.00	1.00	1.00	1.00	
Assistant City Attorney			1.00	1.00	1.00	1.00	
Risk Manager			1.00	1.00	1.00	1.00	
Paralegal			1.00	1.00	1.00	1.00	
		Department Total	**4.00**	**4.00**	**4.00**	**4.00**	**0.00**
FINANCE DEPARTMENT							
Director of Finance			1.00	1.00	1.00	1.00	
		Total	1.00	1.00	1.00	1.00	0.00
Financial Services							
Financial Services Supervisor			1.00	1.00	1.00	1.00	
Accountant I, II			1.00	1.00	1.00	1.00	
Accountant I / Payroll Coordinator			1.00	1.00	1.00	1.00	
Principal Management Analyst - Purchasing and Grants			1.00	1.00	1.00	1.00	
		Total	4.00	4.00	4.00	4.00	0.00
Revenue							
Accounting Technician I, II			2.00	2.00	2.00	2.00	
Supervising Accounting Technician			1.00	1.00	1.00	1.00	
Accountant I/II			1.00	1.00	1.00	1.00	
		Total	4.00	4.00	4.00	4.00	0.00

Allocated Permanent Positions

Department/Positions	Authorized/ Appropriated Positions 21/22 Adopted	Authorized/ Appropriated Positions thru May'22	Authorized/ Appropriated Positions 22/23 Adopted	Authorized/ Appropriated Positions thru Mar'23	Authorized/ Frozen Positions 22/23 Budget
FINANCE DEPARTMENT (CONTINUED)					
Information Systems					
Information Systems Supervisor	1.00	1.00	1.00	1.00	
Network Systems Administrator	1.00	1.00	1.00	1.00	
Information Systems Technician	1.00	1.00	1.00	1.00	
Total	3.00	3.00	3.00	3.00	0.00
Department Total	**12.00**	**12.00**	**12.00**	**12.00**	**0.00**
DEVELOPMENT SERVICES DEPARTMENT					
Director of Development Services	1.00	1.00	1.00	1.00	
Administrative Clerk I, II	1.00	1.00	1.00	1.00	
Total	2.00	2.00	2.00	2.00	0.00
Planning					
Planning Manager/Environmental Planner	1.00	1.00	1.00	1.00	
Associate Planner, Assistant Planner	2.00	2.00	2.00	2.00	
Sr. Planner (2 year limited term)	0.00	0.00	1.00	0.00	
Development Services Technician	0.00	0.00	0.00	0.00	1.00
Total	3.00	3.00	4.00	3.00	1.00
Housing					
Housing Manager	1.00	1.00	1.00	1.00	
Associate Planner, Assistant Planner- Housing	1.00	1.00	1.00	1.00	
Associate Management Analyst	0.00	0.00	1.00	1.00	
	2.00	2.00	3.00	3.00	0.00
Building and Safety					
Building Official	1.00	1.00	1.00	1.00	
Pr Bldg & Sr Bldg Inspector, Bldg Inspector, Hsng Insp.	4.00	4.00	4.00	4.00	
Sr. Permit Center Technician, Permit Center Technician	2.00	2.00	2.00	2.00	
Program Coordinator	1.00	1.00	0.00	0.00	
Total	8.00	8.00	7.00	7.00	0.00
Department Total	**15.00**	**15.00**	**16.00**	**15.00**	**1.00**
PUBLIC WORKS DEPARTMENT					
Director of Public Works	1.00	1.00	1.00	1.00	
Capital Improvement Projects Manager	1.00	0.50	0.00	0.00	
Capital Program and Facilities Program Manager	0.00	0.50	1.00	1.00	
Office Manager	1.00	1.00	1.00	1.00	
Total	3.00	3.00	3.00	3.00	0.00
Engineering					
Construction Engineer	0.00	0.00	0.00	0.00	1.00
Stormwater Program Coordinator	1.00	0.50	0.00	0.00	
Complete Streets Program Manager	0.00	0.50	1.00	1.00	
GIS Analyst	1.00	1.00	1.00	1.00	
Resident Engineer / Resident Inspector	1.00	1.00	1.00	1.00	
Engineering Manager	1.00	1.00	1.00	1.00	
Associate Civil Engineer, Assistant Engineer	1.00	1.00	1.00	1.00	
Engineering Technician	1.00	1.00	1.00	1.00	
Total	6.00	6.00	6.00	6.00	1.00

Allocated Permanent Positions

Department/Positions	Authorized/ Appropriated Positions 21/22 Adopted	Authorized/ Appropriated Positions thru May'22	Authorized/ Appropriated Positions 22/23 Adopted	Authorized/ Appropriated Positions thru Mar'23	Authorized/ Frozen Positions 22/23 Budget
PUBLIC WORKS (CONTINUED)					
Maintenance Operations / Snow Removal					
Maintenance Manager	2.00	2.00	2.00	2.00	
Lead Maintenance Technician	2.00	2.00	2.00	2.00	
Maintenance Technician I, II, III, IV, V	14.00	14.83	16.00	16.00	
Total	18.00	18.83	20.00	20.00	0.00
Fleet Maintenance					
Maintenance Manager - Fleet	1.00	1.00	1.00	1.00	
Equipment Mechanic I, II, III	5.00	5.00	5.00	5.00	
Fleet Control Specialist	1.00	1.00	1.00	1.00	
Total	7.00	7.00	7.00	7.00	0.00
Airport					
Airport Manager	1.00	1.00	1.00	1.00	
Airport Maintenance Supervisor	1.00	1.00	1.00	1.00	
Maintenance Technician I, II, III, IV, V	1.00	1.00	1.00	1.00	
Total	3.00	3.00	3.00	3.00	0.00
Department Total	**37.00**	**37.83**	**39.00**	**39.00**	**1.00**
PARKS AND RECREATION DEPARTMENT					
Director of Parks and Recreation	1.00	1.00	1.00	1.00	
Total	1.00	1.00	1.00	1.00	
Recreation					
Administrative Assistant I, II	1.00	1.00	1.00	1.00	
Recreation Manager	1.00	1.00	1.00	1.00	
Events Coordinator	1.00	1.00	1.00	1.00	
Head Pool Lifeguard	0.00	0.00	1.00	1.00	
Total	3.00	3.00	4.00	4.00	
Parks					
Maintenance Manager - Parks	1.00	1.00	1.00	1.00	
Lead Maintenance Technician	1.00	1.00	1.00	1.00	
Maintenance Technicians I, II, III, IV,V	7.00	7.00	7.00	7.00	
Total	9.00	9.00	9.00	9.00	
Department Total	**13.00**	**13.00**	**14.00**	**14.00**	**0.00**
FIRE DEPARTMENT					
Fire Chief	1.00	1.00	1.00	1.00	
Deputy Fire Chief / Fire Marshall	0.00	0.75	0.00	0.00	
Fire Marshall	0.00	0.00	1.00	1.00	
Fire Battalion Chief	3.00	3.00	3.00	3.00	
Fire Captain	9.00	9.00	9.00	9.00	
Fire Engineer	9.00	10.00	10.00	9.00	
Firefighter, Paramedic	9.00	8.00	8.00	9.00	
Firefighter, Paramedic (SAFER Grant)	7.00	7.00	7.00	7.00	
Fire Safety Inspector I, II	1.00	1.00	1.00	1.00	
Executive Assistant to the Fire Chief	1.00	1.00	1.00	1.00	
Department Total	**40.00**	**40.75**	**41.00**	**41.00**	**0.00**

Allocated Permanent Positions

Department/Positions	Authorized/ Appropriated Positions 21/22 Adopted	Authorized/ Appropriated Positions thru May'22	Authorized/ Appropriated Positions 22/23 Adopted	Authorized/ Appropriated Positions thru Mar'23	Authorized/ Frozen Positions 22/23 Budget
POLICE DEPARTMENT					
Chief of Police	1.00	1.00	1.00	1.00	
Police Lieutenant	2.00	2.00	3.00	3.00	
Police Sergeant	6.00	6.00	6.00	6.00	
Police Officer	30.00	30.00	30.00	30.00	1.00
Police Officer (cannabis)	1.00	1.00	1.00	1.00	
Police Officer (Tobacco grant)	1.00	1.00	1.00	1.00	
Public Safety Dispatch Supervisor	1.00	1.00	1.00	1.00	
Police Records Supervisor	1.00	1.00	1.00	1.00	
Community Service Officer Supervisor	0.00	0.00	0.00	1.00	
Public Safety Dispatcher	9.00	9.00	9.00	9.00	
Senior Police Records Tech, Police Record Tech	2.00	2.00	2.00	2.00	
Administrative Assistant I	1.00	1.00	1.00	1.00	
Senior Evidence/Prop Tech, Evidence/Prop Tech	2.00	2.00	2.00	2.00	
Lead Community Services Officer	1.00	1.00	1.00	0.00	
Sr Community Svcs Officer, Community Svcs Officer	5.00	5.00	5.00	4.00	
Parking Ambassador	0.00	0.00	0.00	3.00*	
Code Compliance Investigator	1.00	1.00	1.00	1.00	
Administrative Assistant II	1.00	1.00	1.00	1.00	
Department Total	**65.00**	**65.00**	**66.00**	**65.00**	**1.00**
Total City Employees	**200.00**	**201.58**	**206.25**	**204.75**	**3.00**

*Reflects a change from 2 FTEs approved effective 10/1/2022 to 4 FTE approved 2/28/2023 with a partial year for 2 additional FTEs.

City of South Lake Tahoe
Salary Table Effective 01/01/2023 (as corrected)

INTERN

Index Key Value	**Hourly**	**Monthly**
9900/9943/01	15.5000	0
9900/9943/02	16.2750	0
9900/9943/03	19.2441	0
9900/9943/04	20.2062	0
9900/9943/05	21.2166	0

CITY OF SOUTH LAKE TAHOE – GENERAL FUND FIVE-YEAR FINANCIAL PLAN

Fiscal Years 2024 to 2028

REVENUES BY TYPE	Actual 2020-2021	Actual 2021-2022	Budget 2022-2023	Projected 2023-2024	Projected 2024-2025	Projected 2025-2026	Projected 2026-2027	Projected 2027-2028
Prop Tax	$ 9,135,477	$ 9,679,822	$ 9,650,000	$ 10,566,400	$ 10,883,392	$ 11,209,894	$ 11,546,191	$ 11,892,576
Transient Occupancy Tax (TOT)	11,166,046	10,623,784	10,513,562	10,756,581	10,891,039	11,027,177	11,165,016	11,304,579
Sales Tax	7,152,233	6,369,792	7,100,000	7,188,750	7,278,609	7,369,592	7,461,712	7,554,983
Transfers IN	966,568	1,686,641	2,042,277	1,829,535	1,960,551	2,003,856	2,045,169	2,087,519
Vehicle License Fee	2,409,143	2,534,976	2,515,000	2,590,450	2,622,831	2,655,616	2,688,811	2,722,421
Measure Q	3,695,854	3,486,517	3,500,000	3,543,750	3,588,047	3,632,897	3,678,309	3,724,288
Parks & Recreation Revenue	272,917	654,279	1,048,481	970,400	1,250,000	1,250,000	1,300,000	1,300,000
Project Area TOT	5,952,873	7,463,579	6,740,000	7,229,250	7,319,616	7,411,111	7,503,750	7,597,547
Other Revenue	1,075,761	1,131,035	1,060,015	1,050,000	950,000	950,000	950,000	950,000
Police Revenue	1,423,215	1,622,766	1,538,675	1,644,475	1,650,275	1,656,075	1,661,875	1,667,675
Franchise Fees	1,627,041	1,863,814	1,540,000	1,715,350	1,741,080	1,767,196	1,793,704	1,820,610
Business License Tax	1,756,977	1,940,581	1,732,000	1,744,000	1,756,000	1,768,000	1,780,000	1,792,000
Public Services Revenue	2,331,402	2,381,133	1,937,803	1,942,803	1,947,803	1,952,803	1,957,803	1,962,803
Fire Revenue	1,185,739	928,824	1,413,076	442,849	451,706	460,740	469,955	479,354
Base Revenues	**$ 50,151,246**	**$ 52,367,543**	**$ 52,330,889**	**$ 53,214,594**	**$ 54,290,949**	**$ 55,114,958**	**$ 56,002,295**	**$ 56,856,356**
EXPENDITURES BY DEPT								
Police	$ 11,181,833	$ 12,172,003	$ 13,554,557	$ 13,690,986	$ 14,125,964	$ 14,489,247	$ 14,827,937	$ 15,319,055
Fire	9,179,636	9,407,422	11,485,952	10,500,917	10,832,566	11,106,930	11,360,593	11,737,026
General Fund Transfers OUT	6,069,038	8,999,681	2,772,485	2,518,904	2,568,394	2,626,074	2,645,947	2,646,018
General Fund Transfer OUT - Debt Service	2,768,000	3,285,103	3,329,074	3,438,249	3,478,565	3,442,815	2,178,624	523,106
Parks and Recreation	1,648,474	2,906,912	3,258,795	3,339,749	3,440,911	3,526,882	3,615,302	3,706,250
General Government	3,175,673	4,250,668	5,130,097	5,306,447	5,465,593	5,603,591	5,745,669	5,891,957
Finance	2,451,366	2,407,810	2,610,484	2,612,864	2,698,119	2,769,669	2,843,337	2,919,192
Miscellaneous General Fund	4,235,920	4,493,628	5,894,833	5,332,864	5,609,442	6,080,743	6,497,669	7,064,081
Development Services	1,607,577	1,721,117	2,015,837	1,914,059	1,975,542	2,025,450	2,076,796	2,129,629
Public Works/Engineering	4,426,217	4,059,105	4,494,460	4,559,554	4,705,792	4,829,834	4,957,551	5,089,070
BASE Expenses	**$ 46,743,733**	**$ 53,703,448**	**$ 54,546,574**	**$ 53,214,593**	**$ 54,900,888**	**$ 56,501,235**	**$ 56,749,425**	**$ 57,025,385**
Gain/(Loss)	**$3,407,513**	**($1,335,905)**	**($2,215,685)**	**$0**	**($609,939)**	**($1,386,277)**	**($747,131)**	**($169,029)**

MEASURE S SALES TAX GENERAL FUND FIVE-YEAR FINANCIAL PLAN

Fiscal Years 2024 to 2028

	Actual	Actual	Budget	Forecast	Forecast	Forecast	Forecast	Forecast
REVENUES	**2020-2021**	**2021-2022**	**2022-2023**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**
Measure S Sales Tax	3,586,736	7,746,452	7,000,000	7,087,500	7,176,094	7,265,795	7,356,617	7,448,575
Interest Revenue	8	2,137	-	-	-	-	-	-
REVENUES TOTAL	**$ 3,586,743**	**$ 7,748,589**	**$ 7,000,000**	**$ 7,087,500**	**$ 7,176,094**	**$ 7,265,795**	**$ 7,356,617**	**$ 7,448,575**
EXPENDITURES / FINANCING USES								
Technical Services	2,406	-	5,000	5,000	5,000	5,000	5,000	5,000
Transfer out for:								
PAYGO - Communications System	441,129	1,860,920	-	34,480	36,635	43,100	47,410	47,410
Financing - Communications System	554,643	554,643	554,643	554,643	554,643	-	-	-
Equipment - CAD Upgrade	445,722	-	-	-	-	-	-	-
Fire Station II Rehabilitation	75,000	500,000	500,000	500,000	500,000	1,000,000	1,000,000	1,000,000
Fire Station II Staffing	-	396,010	791,700	1,134,000	1,224,720	1,249,214	1,274,199	1,299,683
Fire Marshall (vehicle, 50% funded positio	-	90,000	110,692	114,013	117,433	119,782	122,177	124,621
Police Lieutenant (100% funded)	-	-	271,745	279,897	288,294	294,060	299,941	305,940
Police Officer (partial year, if grant not renewed)			70,013	-	-	-	-	-
Police Safety Equipment	-	-	84,000	-	-	-	-	-
Stormwater Management Program	-	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Hazardous Fuel Mitigation at Airport	-	-	200,000	-	-	-	-	-
South Shore Fuel Reduction Program	-	-	392,987	130,808	134,732	137,427	140,175	142,979
Road Reconstruction & SW Projects	750,000	2,500,000	2,800,000	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000
Snow Removal Equipment Replacement	-	954,295	600,086	700,000	700,000	800,000	850,000	950,000
EXPENDITURES TOTAL	**$ 2,268,900**	**$ 6,905,868**	**$ 6,430,866**	**$ 7,002,841**	**$ 7,111,458**	**$ 7,198,583**	**$ 7,288,903**	**$ 7,425,633**
Proposed additional appropriations			**$ 769,268**					
MEASURE S FUND YEAR-END BALANCE	**$ 1,317,843**	**$ 2,160,564**	**$ 1,960,430**	**$ 2,045,089**	**$ 2,109,725**	**$ 2,176,937**	**$ 2,244,651**	**$ 2,267,594**

FIVE-YEAR FINANCIAL PLAN: REVENUES ASSUMPTIONS

MAJOR REVENUE ASSUMPTIONS					
	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Property Tax	4.00%	3.00%	3.00%	3.00%	3.00%
T.O.T./Project Area T.O.T	1.25%	1.25%	1.25%	1.25%	1.25%
Sales Tax/Measure Q/Measure S	1.25%	1.25%	1.25%	1.25%	1.25%
Transfer-in	$850,000 from Parking Garage revenue removed, to be allocated to Trans. Programs	$850,000 from Parking Garage revenue removed, to be allocated to Trans. Programs	$850,000 from Parking Garage revenue removed, to be allocated to Trans. Programs	$850,000 from Parking Garage revenue removed, to be allocated to Trans. Programs	$850,000 from Parking Garage revenue removed, to be allocated to Trans. Programs
Vehicle License Fee	3.00%	1.25%	1.25%	1.25%	1.25%
Franchise Fees	1.50%	1.50%	1.50%	1.50%	1.50%
Fire Revenue / Safer Grant / Police funded by Measure S	$1.66 miliion from Measure S for 7 FFs, 50% of Fire Marshall and 100% of Police LT	$1.77 miliion from Measure S for 7 FFs, 50% of Fire Marshall and 100% of Police LT	$1.80 miliion from Measure S for 7 FFs, 50% of Fire Marshall and 100% of Police LT	$1.84 miliion from Measure S for 7 FFs, 50% of Fire Marshall and 100% of Police LT	$1.87 miliion from Measure S for 7 FFs, 50% of Fire Marshall and 100% of Police LT

FIVE-YEAR FINANCIAL PLAN: EXPENDITURES ASSUMPTIONS

MAJOR EXPENSE ASSUMPTIONS					
	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Salaries	3.00%	3.00%	2.00%	2.00%	2.00%
Health	5.00%	5.00%	5.00%	5.00%	5.00%
Pension	6%, 10%, 13%	3.00%	3.00%	3.00%	3.00%
Pension (UAL)	PERS actuarial estimates; assumes prepayment	PERS actuarial estimates; assumes prepayment	PERS actuarial estimates; assumes prepayment	PERS actuarial estimates; assumes prepayment	PERS actuarial estimates; assumes prepayment
Road Repairs	none	none	none	none	none
Vehicle and Equipment Replacem	none	none	none	none	none
Transfers-out CIP Projects	none	none	none	none	none
Other Personnel Expenditures	3.00%	3.00%	2.00%	2.00%	2.00%
Other Operational Expenditures	3.00%	3.00%	3.00%	3.00%	3.00%
Contractual Services	3.00%	3.00%	3.00%	3.00%	3.00%
Capital Outlay	3.00%	3.00%	3.00%	3.00%	3.00%

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date:
Agenda Item #: 27

Agenda Item: Purchase of Various Snow Removal Equipment and Update to Snow and Ice Removal Plan

Executive Summary: Staff has been evaluating options to improve and enhance the snow operations to provide better service to the public. In order to accomplish this goal, staff is recommending increasing the number of seasonable snow operations employees and assigning two (2) operators during the night shift period per snowplow zones and one (1) operator during the day shift. The increase in driver operators will allow the Streets Division to complete the snow plowing during a 12-hour shift and continue to plow the streets with continuous snow operations or move to blowing operations when needed. This enhanced operational goal will address the needs of the community, and better service can be provided. However, four additional graders are required to accomplish this goal. Finally, during the last snow season, several of the blowers broke down continuously due to the age of the equipment. The new snow blowers are more maneuverable and can complete the process faster and with more precision. Due to the ordering timeline, the staff is recommending purchasing the Trackless equipment immediately and ordering the graders and blowers to be available by the fall of 2023.

Requested Action / Suggested Motions: (1) Pass a Resolution authorizing purchase of 1) one (1) Trackless Snow Blower for Parks Maintenance from Shafer Equipment Company, Inc. through Houston Galveston Area Council (HGAC) Cooperative Agreement for $167,680.54; 2) four (4) John Deer Graders from Pape Machinery through Sourcewell Cooperative Agreement for $2,168,360.76 and, 3) two (2) Zaugg Rolba 3000 Snow Blowers for a total of $1,200,212 from Hardline Equipment based on Emergency Purchase Sole-source Justification for Specialized Equipment, per City SLTCC § 3.45.070, and approving related Fiscal Year 2022-2023 budget amendments; and (2) Receive report from Staff regarding Update to Snow Operational Plan
Responsible Staff Members: Anush Nejad, Director of Public Works and Phil Harwood, Maintenance Manager, Jerry Heath, Streets Manager

Responsible Staff Member: Anush Nejad, Director of Public Works (530) 542-6031
Phil Harwood, Maintenance Manager (530) 542-6085
Jerry Heath, Streets Manager (530) 542-6030

Reviewed and Approved By:
Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance
Heather Stroud, City Attorney

Attachments:

01-Staff Report - Snow Operations.docx
02-Snow and Ice Removal Plan (Revised March 2023).pdf
03-Plow Zones.pdf
04-Shafer Contract - Trackless Equpiment.pdf

05 - Pape Machinery Contract - John Deere Equipment.pdf
06-Zaugg - Sole-Source Form - signed.pdf
07-Zaugg Snow Blowers Quotes.pdf
08-Zaugg Technical Data Sheet - Rolba 3000.pdf
09-Banc of America Finance Terms.pdf
10-Resolution - Snow Equipment Purchase.docx
11 - Snow Operations Presentation.pptx

City of South Lake Tahoe
Report to **City Council**

Meeting Date: March 14, 2023

Title: Purchase of Various Snow Removal Equipment and Update to Snow and Ice Removal Plan

Location: Citywide

Responsible Staff Member: Anush Nejad, Director of Public Works – (530) 542-6031
Phil Harwood, Fleet Supervisor – (530) 542-6086
Jerry Heath, Streets Maintenance Supervisor – (530) 542-6030

Background: The mission of the City of South Lake Tahoe Public Works Department is to operate and maintain the transportation network while ensuring that the network functions as safely and efficiently as possible. During wind, snow, and ice events, the Public Works Department conducts sanding operations, snow removal operations, anti/de-icing, and selected road closures to mitigate hazardous traveling conditions and allow safer passage for vehicles, pedestrians, and bicyclists, to the extent possible.

Public Works Department city considers several factors for snow operations, including, but not limited to, the following:

- Public Safety
- The desire to maintain a safe and efficient streets and trail network
- The ability to deliver emergency services
- Weather conditions, including temperature and snowfall amounts
- Protection of City property and personal property
- Environmental impacts
- The amount of funds available for these activities
- The number and availability of personnel for these activities
- Effectively allocating limited resources

The snow and ice removal objectives of the City are to:

- Assist police, fire, and emergency medical services in fulfilling their duties as needed
- Provide safe conditions for pedestrians and motorists travel
- Provide safe school bus route access for the School District
- Provide safe public access to City facilities
- Provide active and operating storm drain and pump systems during storm events
- Provide cost-effective snow and ice removal from public streets to the taxpayer
- Reduce, to the best extent possible, economic losses to the City and businesses that can result from workers not being able to get to their jobs during storm events

These goals and objectives have been documented in City's Snow and Ice Removal Plan (See Attachment 02).

Public Works Department has created eight plowing zones (See Attachment 03):

- Gardner Mountain
- Tahoe Keys
- Tahoe Island
- Tahoe Sierra
- Al Tahoe
- Bijou
- Heavenly
- Stateline

Each zone is comprised of approximately the same length of roadways, all totaling about 255 lane miles. Currently, the Streets division assigns one operator per zone during either the day or night time operations. The current staffing includes 8-plow drivers, one sander/brine operator, and one supervisor for a minimum of 10 staff during day or night shift operations. Once all the streets have been plowed, Street Division moves to blow operations once the snowfall ends and the streets require widening. The process is typically very linear, i.e., the plowing operations are followed by the snow-blowing operations. Sanding/brine operations are continuous, especially for steep roadways and areas of potential skidding.

During snow/ice storm events, calls from the Police and Fire Departments regarding accidents, medical, or other emergency situations are given top priority. Upon request, the Streets Division will aid as necessary, which may delay service in a particular zone.

Currently, depending on storm severity and need, the typical operational period for snow removal is 12-hour shifts. For lower severity storms, often one 8 or 12-hour shift is all that is required. For storms in the higher intensity ranges, the operations typically call for continuous 12-hour shifts until the operation has been deemed complete.

Pedestrian walkways, City maintained-sidewalks, and paved bicycle trails are maintained by the Parks Maintenance Division, which currently includes 14.5 miles of bike and trails, plus City maintained sidewalks. The City strives to have all paved walkways, city-maintained sidewalks, and bicycle trails on city property and/or under city maintenance responsibility cleared within 12 hours post-storm. In addition, Parks Maintenance is also responsible for clearing the snow for City recreational facilities and the parking lot on Modesto Street. Public Works Facilities Division is responsible for Public Works and Development Services parking lots. Police, Fire, Airport parking lots as well as Lisa Maloff Way snow maintenance are contracted out.

In order to address City's mission and objective, the Public Works Department relies on permanent staff members in the Street Division, as well as transferring resources from the Facilities and Parks Maintenance division during the winter season (November to April) and hiring Seasonal Workers. Currently, the Street Division has 12 graders for Street Plowing, six (6) snow blowers, two Sanders/Brine Trucks, and several additional pieces of equipment, such as smaller trackless equipment, dump trucks, and a brine mixing tank. Parks Division also has other snow blowers, walk-behind snow blowers, and additional equipment to maintain the trails, sidewalks, and bike paths. Unfortunately, some equipment in both Streets and Parks Maintenance Divisions is aging and subject to daily breakdowns. These breakdowns have severe impacts on snow operations.

Issue and Discussion: During the last snow season, it has become evident that the Street and Fleet Divisions could provide better service with more staff and additional and reliable equipment to provide a robust and satisfactory service to the public. The staff has been evaluating how to increase performance and provide the desired service to the public. As such, the Public Works Department has reviewed the Snow and Ice Removal Plan and has updated the plan and operational goals to include the following enhancements in the operational goals:

- Increase staffing for snow operations by hiring additional seasonal workers and assigning two (2) operators per zone during the evening shift and one (1) operator during the day shift. In addition, one sander or brine operator will work during the day and night shifts, plus one supervisor for each shift for the 28-snow operational crew. This would require hiring between 5 to 6 seasonal operators each season. Last year, the City hired one seasonal worker. To increase the number of applicants, the staff recommends using the current hourly rate for seasonal workers, MT V, Step 5, in the Maintenance Salary table, or approximately $36.78 per hour. (It is estimated that the additional pay and staff level will increase the seasonal workers' budget needs by approximately $102,350. The seasonable budget request will be made during annual the budget approval).
- The City crew will continue snow removal with two 12-hour shifts until all roads are substantially plowed.
- The City will strive to have all paved walkways, City-maintained sidewalks, and bicycle trails on City property and/or under City maintenance responsibility cleared within 12 hours post-storm. This work will be coordinated with the Street Division to avoid spillbacks. In addition, when necessary due to snow storage, snow will be hauled away and dumped at appropriate locations. The snow hauling will be either performed in-house or, if necessary, it would be contracted out.
- The City will utilize more brine treatment (without sanding) to pre-treat local streets prior to the snow event or post-treat after ice build-up to allow faster ice-clearing operations. This would require a dump truck (already in inventory) with a horizontal spray bar and brine tank to treat roadways at an accelerated rate. (Staff has ordered the spray bar and brine tank with the current budget at $27,948).
- Expand the outside contracting work for non-street operations to free up staffing for the proposed operational plan.
- Install Global Positioning Satellite (GPS) units on all snow operations equipment to collect management data to optimize plowing patterns and aid with training and response needs. (GPS was approved with last year's budget, and installation is under-way. The annual cost for the cellular service is approximately $6,800).
- Utilize a rover operator to address issues as they arise during the storm or post-storm events. This option is only available if a sufficient number of seasonable workers are hired.

To achieve these goals, the City needs additional snow equipment to expand the current fleet size. This equipment includes the following:

- Four (4) graders for plowing operations for a total fleet size of 16. This will allow two operators per zone.
- Two (2) specialized mid-size blowers.
- One trackless blower for Parks Maintenance for trails/bike path maintenance.

The increase in driver operators will allow the Streets Division to complete the snow plowing during a 12-hour shift and continue to plow the streets with continuous snow operations or move to blowing operations when needed. This enhanced operational goal will address the needs of the community, and better service can be provided. During the last snow season, several of the blowers broke down continuously due to the age of the equipment, and on average, only three blowers were available. The new blowers are more versatile and can maneuver in narrower local streets. Due to the ordering timeline, the staff is recommending ordering this equipment to be available by November 2023.

In addition, staff recommends that the following areas/facilities be contracted out to maximize internal staffing allocation to snow operations:

- Fire Department (FS 1, 2, 3) and Training Center
- Police Department
- Development Services
- Public Works Department
- Recreation Center
- Ice Arena
- Museum, Art Center, Ambulance Parking area, and Senior Center
- Auxiliary Boat Lot and Public Parking Lot on Modesto Ave.
- Bijou Park
- Lisa Maloff Way and Airport Parking Lot
- Airport Apron and Taxiways
- City Maintained Sidewalks

The City currently contracts the Fire Department, Police Department, Lisa Maloff Way, and Airport Parking Lot. It is estimated that the increase in additional contracting work will be approximately $100,000, which will be requested during the annual budget review and approval.

Financial Implications: The City will purchase four graders and one trackless blower through the cooperative purchasing agreements, and two specialized mid-size snow blowers under Emergency Purchase justification as part of the Sole Source request as further described below. The Fleet Division and Streets Division manager has evaluated several pieces of equipment and has recommended the following list of equipment and contracting processes:

1. One (1) Trackless Snow Blower for Parks Maintenance for $167,680.54, including sales tax and freight, from Shafer Equipment Company, inc. of Sparks, NV, through Houston Galveston Area Council (HGAC) Cooperative Agreement (See Attachment 04).
2. Four (4) John Deer Graders at $542,090.19 each for a total of $2,168,360.76, including sales tax and freight, from Pape Machinery, of Sparks, NV, through Sourcewell Cooperative Agreement (See Attachment 05).
3. Two (2) Zaugg Rolba 3000 Snow Blowers at $600,106 each for a total of $1,200,212, including sales tax and freight, from Hardline Equipment of Henderson, CO, based on Emergency Purchase sole-source justification for specialized equipment, per City Code SLTCC § 3.45.070 (See Attachment 06). The Zaugg snow blowers are manufactured by Zaugg AG Eggiwil in Switzerland. The Fleet Division Manager contacted the manufacturer and was advised of the limited dealers in the US and Canada for this equipment. Additionally, the timeline for manufacturing and delivering the equipment is over six

months. In order to receive this equipment before the next snow removal season, the staff is requesting the emergency (exigency) purchase authorization to order this equipment now to be received by November this year. The Fleet Division Manager received four (4) quotes from dealers in US and Canada, as shown in Table A (See Attachment 07).

Table A

Rank	Dealer	Location	Quote Per Unit
1	Hardline Equipment	Henderson, CO	$600,106
2	Boris Enterprise Ltd	Kelowa, BC, Canada	$604,165
3	Power Equipment	Denver, CO	$625,915
4	Northern Truck Equipment	Sioux Falls, ND	$636,790

The Zaugg Snow Blowers are powerful, yet versatile and maneuverable equipment, suitable for local roads in South Lake Tahoe. The Overall length is only 24ft and 8.5ft wide, a compact unit for all the narrow streets. The snow blower is powered by a Tier 4 final Cummins Diesel engine with 600 hp and a mechanical drive to the blower head. It has a two-speed gearbox for the blower head and the hydrostatic drive system with the ability to tilt the blower head forward for better cutting of the ice pack. The all-wheel steering with a good spot chute for placing snow. It has a cab lift for better operator vision over snow banks and serviceability. The Fleet Manager and Street/Snow Operations Managers have evaluated these units, and have tested the unit in Mammoth, CA. (See Attachment 08 for Technical Specs).

The total cost for the proposed equipment is $3,536,254.30.

The purchase of this equipment can be financed as follows:

1. Unallocated Snow Removal Equipment 208 Fund Balance: $300,000
2. Unencumbered Fund 208 budget: $103,500
3. Unencumbered Fund 210 budget: $189,577
4. Measure S Funds: $243,177.30
5. Financed: $2,700,000.00

The financing portion of this equipment purchase is being finalized. The Finance Department solicited quotes for interest rates from three banks and financial institutions and received the lowest rate of 4.099% for a five-year term with semi-annual payments to commence in September 2023. The financing package is being finalized and will be presented for the City council's approval at the March 28th, 2023 meeting along with the budget appropriations for the first semi-annual debt service payment of approximately $301,360 due in September. The funding source for the repayment of this lease financing for the next five years will be Measure S Sales Tax revenue with a total annual debt service requirement of $602,720. This amount will be budgeted during the regular annual budget process. The Summary of Terms and Conditions for the proposed financing with the rate locked in for 45 days is provided as Attachment 09 for this agenda item.

The following budget amendments are requested by the accompanying resolution at this city council meeting:

Fund/Account	Description	REVENUE (Increase)/Decrease	EXPENSE Increase/(Decrease)
Measure S and Vehicle Replacement Fund 210			
210-03010-36374	Reduce transfer in from Measure S	189,577	
210-03010-46130	Reduce expenditures in Vehicles		(189,577)
102-01511-50004	Reduce transfer out to Vehicle Replacement		(189,577)
Measure S and Snow Removal Equipment Fund 208			
208-03610-36374	Increase transfer in from Measure S	(189,577)	
208-03610-36374	Increase transfer in from Measure S (additional)	(243,177)	
208-03610-46110	Increase expenditures in Machinery and Equipment		189,577
208-03610-46110	Increase expenditures in Machinery and Equipment (additional)		243,177
208-03610-46110	Increase expenditures from avail. Fund balance		300,000
102-01511-50058	Increase transfer out to Snow Removal Equipment		189,577

By the requested resolution the City Council will authorize placing orders on all proposed equipment. The total available expenditures budget in the Snow Removal Equipment account 208-03610-46110 after the above budget adjustments along with the previously listed unencumbered budgeted amount of $103,500 is $836,254 which is sufficient to pay the trackless blower invoice anticipated to be due 3/20/2023 in the amount of $167,680. The rest of the equipment is anticipated be to delivered with payments due by or around November 1st of this year. The remaining expenditures budget adjustment of $2,700,000 for the total equipment purchase of $3,536,254 will be requested at the next council meeting along with the approval of the financing documents as follows:

BUDGET AMENDMENTS TO BE REQUESTED AT 3/28/2023 COUNCIL MEETING

Fund/Account	Description	REVENUE (Increase)/Decrease	EXPENSE Increase/(Decrease)
Snow Removal Equipment Fund 208			
208-03610-36403	Proceeds from sale of notes/debt	(2,700,000)	
208-03610-46110	Machinery & Equipment		2,700,000
Debt Service Fund 401			
401-01910-36374	Transfer in from Measure S for debt service	(301,361)	
401-01910-47010	Principal payment		246,024
401-01910-47020	Interest Payment		55,337
Measure S Sales Tax Fund 102			
102-01511-50009	Transfer to Debt Service - Snow Removal Equipment Financing		301,361

Environmental Considerations: This purchase is not a "project" subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(2) (continuing administrative or maintenance activities, such as purchases for supplies).

Policy Implications: The purchase of the equipment will improve the Snow Operational Plan for the City.

The vehicle and equipment contemplated herein will be purchased through Cooperative Purchasing Contract and under the public exigency Sole Source option. City Code Section 3.45.090 allows for Cooperative Purchasing: "Where another governmental agency performs a solicitation and/or bid process for the City and/or multiple agencies or jurisdictions, and where the purchase of materials, supplies, and equipment is based on an agreement or cooperative purchasing program pursuant to authority granted by statute or ordinance, pursuant to a contractual arrangement between the City and said the governmental agency, or pursuant to a determination by the city manager that the governmental agency conducted a competitive bidding process, the City may purchase materials, supplies and equipment based upon the governmental agency's solicitation and/or bid process without complying with the bidding requirements of this chapter. (Ord. 1069 § 1 (Exh. A); Ord. 1109 § 1 (Exh. A). Code 1997 § 22-8)". The Zaugg equipment is recommended for purchase through sole-source justification for the specialized equipment due to limited availability and lengthy period for manufacturing and delivery.

In addition there are no alternative EV technology available for these types of equipment.

Snow and Ice Removal Plan

City of South Lake Tahoe Department of Public Works

The purpose of this plan is to convey policy and operational procedures for snow and ice control on public streets under the jurisdiction of the City of South Lake Tahoe. This plan will provide a uniform approach to snow removal, priorities, and procedures to be used in removing the accumulation of snow and ice on City streets, rights of way, and public property

Updated March 14, 2023

Snow and Ice Removal Plan

City of South Lake Tahoe Department of Public Works

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Mission Statement

The mission of the City of South Lake Tahoe Public Works Department is to operate and maintain the transportation network while ensuring that the network functions as safely and efficiently as possible. During wind, snow, and ice events, the Public Works Department conducts sanding operations, snow removal operations, anti/de-icing, and selected road closures to mitigate hazardous travelling conditions and allow safer passage for vehicles, pedestrians, and bicyclists, to the extent possible

Introduction

Overview

The City of South Lake Tahoe lies at an elevation of 6,237 feet above sea level on the eastern side of the Crystal Range of the Sierra Nevada. The proximity of the City to the lee side of the range provides orographic impact often resulting in significant snowfall from storm tracks originating from the Pacific Ocean.

The registered population of the City (2021) is 21,414.

The City's roadway and paved trail network consist of the following Quantities:

- 129 centerline miles of roadway
- 255 lane miles of roadway
- 14.5 miles of Class 1 paved bike trails

Purpose

The purpose of this plan is to convey operational procedures for snow and ice control on municipal streets and paved assets under the jurisdiction of the City of South Lake Tahoe. This plan will provide a uniform understanding of the priorities, and procedures used in managing and removing the accumulation of snow and ice on City streets, rights of way and public property.

Plan Considerations

In developing the plan for how to best undertake winter maintenance activities, the city considers several factors including, but not limited to the following:

- Public safety.
- The desire to maintain a safe and efficient streets and trail network.
- The ability to deliver emergency services.
- Weather conditions including temperature and snowfall amounts.
- Protection of City property and personal property.
- Environmental impacts.
- The amount of funds available for these activities.
- The number and availability of personnel for these activities.
- Effectively allocating limited resources.

Objective

The snow and ice removal objectives of the city are to:

- Assist police, fire, and emergency medical services in fulfilling their duties as needed.
- Provide safe conditions for pedestrians and motorists travel.
- Provide safe school bus route access for the School District.
- Provide safe public access to City facilities.
- Provide active and operating storm drain and pump systems during storm events.
- Provide cost-effective snow and ice removal from public streets to the taxpayer.
- Reduce, to the best extent possible, economic losses to the city and businesses that can result from workers not being able to get to their jobs during storm events.

City Policies

The following city codes address snow operations and the responsibility of the residents and visitors.

City Code § 7.05.560 Maintenance of sidewalks and walkways.

It shall be the duty of all owners, and their tenants, of real property within the city whose property borders, is adjacent to, or is in a city right-of-way encompassing any improved sidewalk or walkway to maintain the sidewalk or walkway in a safe condition for its use by pedestrians and other members of the public. The duty created by this section shall include the duty to keep the sidewalk or walkway substantially free and clear of all dirt, sand, gravel, filth, rubbish, ice and snow. (Ord. 1023 § 1 (Exh. A); Ord. 1041 § 1 (Exh. A). Code 1997 § 26-50)

City Code § 7.05.570 Snow maintenance.

During a snow event, owners and their tenants shall ensure that the sidewalk or walkway as set forth in SLTCC 7.05.560 herein is substantially free and clear of snow and ice within the following time frames:

1. Within 12 hours after the end of a snow event.

2. Within each 24-hour period during a snow event if such event is of a duration greater than 24 hours.

3. Whenever the accumulation of snow and/or ice creates a condition that is dangerous to property or to persons using the sidewalk or walkway in a reasonable manner and whenever such condition interferes with the public convenience in and the use of said sidewalk or walkway area. (Ord. 1041 § 1 (Exh. A). Code 1997 § 26-51)

City Code § 7.05.440 Owners'/occupants' responsibilities.

It shall be the responsibility of residents, property owners, occupants, and/or their agents for snow removal of any berm across any encroachment, including but not limited to driveways, sidewalks, parking lots and other uses for ingress or egress areas used to access the property, pursuant to SLTCC 7.05.230(C). (Ord. 998 § 1; Ord. 1041 § 1 (Exh. A); Ord. 1055 § 1 (Exh. B). Code 1997 § 26-40.2)

City Code § 7.05.500 Dumping of snow in right-of-way prohibited.

Snow may not be dumped, deposited, placed, or pushed into a city street. Snow removed from private property may not be piled so as to block or cover a fire hydrant, snow pole, street sign, culvert inlets and outlets, or other drainage structures. Violations of this section shall be deemed an infraction, punishable by a fine. (Ord. 906 § 2; Ord. 998 § 1; Ord. 1041 § 1 (Exh. A); Ord. 1055 § 1 (Exh. B). Code 1997 § 26-46)

Mailboxes and other improvements in the right of way

City Code prohibits the placement of permanent and/or temporary improvement adjacent to right of way.

City Code § 7.05.520 Placement of permanent and/or temporary improvements adjacent to right-of-way.

No person shall place, construct, or maintain any permanent or temporary improvement or other obstruction on any parcel of real property in the city upon which snow is or may be placed for

purposes of city snow removal operations, unless otherwise provided herein. "Permanent or temporary improvements or other obstructions" shall include, but not be limited to, fences, walls, signs, trash enclosures and containers, landscape materials, irrigation systems, lighting fixtures, motor vehicles and/or trailers, driveway marker poles, mailboxes, and other similar improvements.

The provisions of this section shall not apply when one or more of the following conditions have first been met:

A. The improvement or obstruction is set back pursuant to SLTCC 6.10.210 through 6.10.280 (Article VI, Fences and Walls Design Standards);

B. Where a fence or wall has been constructed, said improvement has been marked at intervals not less than 10 feet with distinctively colored stakes or poles a minimum of eight feet in height with a reflector facing traffic affixed to the topmost portion thereof. Said stakes or markers shall be made of either wood or plastic and shall be put in place by the property owner not later than November 1st of each year and shall remain in place until May 1st of the following year. Any person electing to utilize this procedure shall additionally file with the director of public works or his/her designee a certificate executed by a licensed engineer that the fence, wall, or barrier can withstand the storage of snow on, in and around it in an amount equal to or greater than a pile eight feet in height without damage to the fence or wall;

C. Whenever driveway marker poles are erected to delineate a driveway, such markers have been located within the boundaries of private property and do not in any way protrude into the street right-of-way. Such markers shall be made of plastic or wood material, be a minimum of eight feet in height, and shall have a reflector facing traffic affixed to the topmost portion thereof;

D. Any damage sustained to any permanent or temporary improvement or other obstruction not meeting the requirements of subsections (A) through (D) of this section which is the result of snow removal operations shall be the sole responsibility of the property owner and the city shall bear no liability whatsoever therefor. (Ord. 906 § 2; Ord. 998 § 1; Ord. 1041 § 1 (Exh. A); Ord. 1055 § 1 (Exh. B). Code 1997 § 26-47)

City Code § 7.05.540 Mailboxes.

All mailboxes shall be placed in accordance with the rules and regulations of the United States Postal Service, but no box shall be so placed within the road right-of-way as to endanger the life or safety of the traveling public or interfere with snow removal operations. A permit is not required for the placing of mailboxes. The city is not liable in the event of damage to any box placed in the street right-of-way. It shall be the responsibility of the resident/property owner and/or their agents to clear snow and snow berms to enable U.S. Postal Service employees' access to mailboxes.

No mailbox shall be so placed within the road right-of-way as to endanger the life or safety of the traveling public. The city is not liable in the event of damage to any mailbox placed in the street right-of-way. Persons must remove obstructions, including, but not limited to, vehicles, trash cans, and snow, that impede safe and efficient delivery.

Damage to snow removal vehicles caused by mailbox supports will be borne by the resident if the mailbox is not placed pursuant to this section.

Residents are responsible for clearing and maintaining mailbox access for delivery and ensuring that the mailbox is not placed in the public right-of-way. (Ord. 998 § 1; Ord. 1041 § 1 (Exh. A); Ord. 1055 § 1 (Exh. B). Code 1997 § 26-48.1)

Parking

Parking within certain streets during snow removal activities is not allowed, and the owner is subject to **a fine of $200.00 and the vehicle may be towed. The owner will also be liable for towing and storage fees**. City Code *Sections 7.05.420;450 & 460* define parking during snow removal operations.

City Code § 7.05.420 Obstructing snow removal equipment prohibited.
It shall be unlawful for any person to park, abandon, or otherwise leave unattended any vehicle or trailer, as defined in Section 670 of the California Vehicle Code, on any city right-of-way at any time or in any manner which will obstruct or hinder any city employee or city contractor during the snow season or which will leave any vehicle in such a position that it is subject to damage by city employees or city contractors engaged in snow removal operations. This provision shall not prohibit the stopping of passenger vehicles for periods of time sufficient to load or discharge passengers from such vehicles. Owners of vehicles parked in violation of this article shall be subject to citation or towing. Owners of vehicles parked in violation of this article shall also be held liable for any damage to snow removal equipment which may occur due to contact with said vehicle. The city of South Lake Tahoe shall not be liable for damage to any vehicles or property parked in violation of this article. Snow removal operations shall be deemed completed at such time as the full width of the street right-of- way has been restored. (Ord. 906 § 2; Ord. 998 § 1; Ord. 1041 § 1 (Exh. A); Ord. 1055 § 1 (Exh. B). Code 1997 § 26-40)

City Code § 7.05.450 Vehicles parked/stopped during snow removal operations – Violation and declared nuisance.
Any vehicle which is found to be stopped, parked, abandoned, or otherwise left unattended in violation of SLTCC 7.05.420 is hereby declared to be an obstruction to the snow removal operations and is an infraction punishable by a fine which shall be set forth in a duly adopted resolution of the city council. Such violation is hereby declared to be an obstruction of the public streets which shall constitute a nuisance, which may be abated in accordance with SLTCC 7.05.460. (Ord. 906 § 2; Ord. 998 § 1; Ord. 1041 § 1 (Exh. A); Ord. 1055 § 1 (Exh. B). Code 1997 § 26-41)

City Code § 7.05.460 Vehicles parked/stopped during snow removal operations – Removal to abate nuisance.
In the event any vehicle is stopped, parked, abandoned or left unattended in violation of SLTCC 7.05.420 and 7.05.450, any police officer or other city employee granted authority to issue citations pursuant to SLTCC 1.10.010 is hereby authorized to remove or cause to be removed any such vehicle and to have such vehicle towed or otherwise removed to any public or private garage or parking area and to have such vehicle stored in such garage or parking area at the owner's expense until claimed by the owner. (Ord. 906 § 2; Ord. 998 § 1; Ord. 1041 § 1 (Exh. A); Ord. 1055 § 1 (Exh. B). Code 1997 § 26-42)

Operational Goals

Level of Service

It is the expectation of our citizens that the City will keep all the city streets sufficiently passable during and following a winter weather event. To accomplish this, the City will provide, to the extent reasonably possible, effective, and efficient measures consistent with generally accepted snow removal standard practices to restore mobility.

Due to the many variables associated with winter weather, each event is unique. Factors that influence when and what measures we use include air and pavement temperatures, wind speed and direction, precipitation rate and type, snow density, time of onset, storm duration, and traffic activity. Availability of equipment, personnel, and materials are also key factors that affect the effectiveness of snow fighting efforts.

Snow and ice control measures are directed at achieving and maintaining relatively safe traffic movement on public streets within a reasonable timeframe. Therefore, efforts are first concentrated on the main arterials, collectors, and school and hospital streets that carry most of the traffic. Residential and other low-volume streets and cul-de-sacs are secondary. The level of service is more accurately detailed in the *Storm Category Section* herein.

Operational Period

Depending on storm severity and need, the typical operational period for snow removal is 12-hour shifts. For lower severity storms, often one 8 or 12-hour shift is all that is required. For storms in the higher intensity ranges, the operations typically call for continuous 12-hour shifts until the operation has been deemed complete. The city crew will continue snow removal with two 12-hour shifts until all roads are substantially plowed. The Director of Public Work will evaluate the extent of continuous plowing and provide a reasonable break to some or all operators due to safety and health reasons.

Pedestrian Walkways, Sidewalks, and Paved Bicycle Trails

The city strives to have all paved walkways, city-maintained sidewalks, and bicycle trails on city property and/or under city maintenance responsibility cleared within 12 hours post storm. For general sidewalk snow removal (non-city responsibility), *City Code sections 7.05.560 and 7.05.570 will* be enforced. The property owners are responsible to maintain the sidewalks fronting their properties.

Note: Class II bicycle lanes within certain city streets may not be useable until such time the city completes pushback, widening, and snow-blowing activities.

The city does not typically place traction abrasives on trails, sidewalks, and parking lots. Icing may be present, and caution is urged. It is recommended that the public wear appropriate footwear and use studded tires for bicycles.

Storm Attributes

Although each storm is different, there are some basic attributes of storm prediction that allow the department to pre-plan operations accordingly. Operational services may be affected by

weather and human-based attributes such as air and pavement temperatures, visibility, precipitation rate and type, snow/water ratio, snow density, time of onset, storm duration, equipment and resource availability, and traffic activity.

Intensity

Intensity is provided via two parameters. ***visibility*** (probability that the surface visibility is 1/2, 1/4, or 1/8 of a mile or less in winter precipitation); and ***precipitation rate*** (probability the winter precipitation rate is at least 1, 2, or 3" per hour). See Table below.

Snowfall Intensity Table

Snowfall Intensities as a Function of Prevailing Visibility for Type I Holdover Time Guidelines. (May also be used with Types II, III and IV fluids.)

Ref: FAA HOT Guidelines for Winter 2006-2007, Table 1B.

Time of Day	Temperature		Visibility (Statute Miles)						
	(°C)	(°F)	≥ 2.5	2.0	1.5	1.0	0.75	0.5	≤ 0.25
Day	colder/ equal -1°C	colder/ equal 30°F	Very Light	Very Light	Light	Light	Moderate	Moderate	Heavy
	warmer than -1°C	warmer than 30°F	Very Light	Light	Light	Moderate	Moderate	Heavy	Heavy
Night	colder/ equal -1°C	colder/ equal 30°F	Very Light	Light	Moderate	Moderate	Heavy	Heavy	Heavy
	warmer than -1°C	warmer than 30°F	Very Light	Light	Moderate	Heavy	Heavy	Heavy	Heavy

This table may be employed in estimating snow instensities for use with Type I, II, II, and Type IV Holdover Time Guidelines

Heavy = Caution - no holdover time guidelines exist

Precipitation Rate

Snow will often accumulate at a rate of 0.5 inches an hour. Snow falling at over 1 inch per hour may lead to moderate to heavy disruption of transportation and travel. More than 2 inches per hour will invariably lead to significant disruption of transportation and travel.

Snow-to-Liquid Ratios

Snow quality, such as 'light and fluffy' or 'heavy and wet', are defined by the snow-to-liquid ratio. The snow-to-liquid ratio is highly dependent upon air and surface temperature.

- A ratio of **less than 10:1 will be very heavy wet snow**. Depending on the depth, this snow will be very hard to move in significant quantity making plowing operations very difficult and may significantly compromise equipment. Heavy wet snow will increase the operational timeline significantly and likely produce drainage issues in low lying and obstructed or ice dam areas. Upon re-freeze, heavy rutting, icing, and solid impenetrable berms may occur.
- A ratio of **10:1 to 15:1 will be moderately heavy snow**. Depending on the depth, this snow will be hard to move in significant quantity making plowing operations difficult and may compromise equipment. Operational timelines will increase significantly. Upon re-freeze, moderate rutting, icing, and solid berms may occur.
- A ratio of **15:1 to 20:1 is light to moderate-weight snow**. Very conducive to efficient plow operations. Moderate to heavy rutting or icing is not expected. Berms may occur but are manageable. Extended operational periods are diminished.
- A ratio of **greater than 20:1 will be incredibly light snow**. Very conducive to highly efficient plowing operations. Equipment is not compromised. Pushback or widening

may not be required. Rutting is not expected. Some icing and slick roads are expected. Berms will be very manageable. Extended operational periods are diminished significantly.

Storm Categories

The city categorizes winter storms into five levels of intensity and operational significance. The categories listed below have been developed by the City of South Lake Tahoe based on many years of plowing operations. The categories are based on predictions for one 24-hour operational period. Operational procedures and service levels for predicted multi-day events will be determined and categorized by the total predicted snowfall over the event timeline. The following presents information concerning the severity, and the general service level for each. For all storm categories, the City will endeavor to minimize the berm. However, the property owners are responsible for clearing any remaining berms. Berms may occur several times during continuous snow events and property owners are responsible for clearing all left-over berms.

- ***Category One*** (Less than 3") are very minor storms and as such, operations are scaled back to provide mostly snow and ice control on ***Priority 1 and 2*** roadways via plow-mounted sanding trucks. Graders, loaders, and blowers are not typically utilized, nor are plowing operations initiated on ***Priority 3 and 4*** roadways unless warranted. *Category One* operations typically occur during daylight hours and may require one 8-hour or one 12-hour shift.

- ***Category Two*** (3" to 24") are minor to moderate storms for our region typically providing light to moderate wind, minor visibility issues, and moderate accumulation rates. *Category Two* operations will likely require multiple 12-hour operational shifts. Operations will provide snow and ice control on all ***Priority 1,2,3 & 4*** roadways. Likelihood of delayed service into residential zones due to the amount of snow to push and re-accumulation rates. Snow density and accumulation rates may dictate that travel lane width may be reduced for some time and only one travel lane width may be cleared on local roadways until such time the arterials and collector class roadways are safe and additional passes can be made. Some roads may be closed due to safety.

- ***Category Three*** (24" to 36") are considered moderate to major storms for our region. Moderate to high winds are likely with reduced visibility and rapid snowfall accumulation. Transportation and driving will be compromised and restrictions for travel will likely be in place. Schools and public facilities are likely to be closed. Likelihood of delayed service to residential zones increases due to the amount of snow to push and re-accumulation rates. Plow gates may not be able to contain some or all the snow, and snow berms are almost certain. Potential for equipment failure increases significantly. Operations will provide snow and ice control on all ***Priority 1,2,3 & 4*** roadways with a higher priority given to arterials and collector class roadways. Priority 3 & 4 roadways may see considerable delay in service as operations may focus on specific arterial and collector class roadways serving medical and public safety facilities and corridor specific travel. Certain roadways may be closed due to safety concerns. Lane widths will be compromised until pushback and/or blowing occurs. *Category Four* operations will require continuous 12-hour operational shifts.

- ***Category*** Four (36" to 72") are considered major storms for our region with heavy snowfall accumulation rates, high winds, near zero visibility, structural damage, and avalanche potential. Power outages and utility failures may be likely. Transportation and driving will be compromised and restrictions for travel will certainly be in place. Schools and public facilities are likely to be closed. Services into residential zones will certainly be delayed due to the amount of snow to push and re-accumulation rates. The potential for equipment failure increases significantly. Operations will provide snow and ice control on all **Priority 1 & 2 roadways only** until they are safe enough to warrant travel into **Priority 3 & 4** roadways unless requested by public safety services. **PLOW CUTOFF GATES WILL NOT BE UTILIZED ON THE FIRST AND SECOND PASSES ON ALL ROUTES.** Expect extended delayed service to residential areas. Operations may focus on specific arterial and collector-class roadways serving medical and public safety facilities. **Many roadways may be closed due to safety concerns**. Street signs, traffic signs, and controls may be buried until post storm clean up. Lane widths will be compromised for some time, and local roads may only have a single travel lane until pushback and/or blowing occurs. *Category* Four operations require continuous 12-hour operational shifts.

Priorities

Scope of Responsibility

The City of South Lake Tahoe Public Works Operations staff is responsible for snow and ice control on municipal streets within the city limits.

- The federal highway segments and portions of state routes within the city limits are handled by the California Department of Transportation (Caltrans) District 3.
- The city does not remove snow and ice from private streets, parking lots or driveways.
- The city is not responsible for snow and ice control on sidewalks or paved trails except those immediately abutting or within municipal facilities or properties.
- Airport runway, parking areas, and accessory areas are handled by the Airport division of Public Works.
- City parking lots, sidewalks and paved bike trails are handled by the Parks & Recreation Department.

Zones

The city has eight plowing zones:

- Gardner Mountain
- Tahoe Keys
- Tahoe Island
- Tahoe Sierra
- Al Tahoe
- Bijou
- Heavenly
- Stateline

During snow/ice storm events, calls from the Police and Fire Departments regarding accidents, medical or other emergency situations are given **top priority**. Upon request, the Public Works Operations Division will aid as necessary which may delay service in a particular zone.

Because of the high priority assigned to snow and ice control, almost all other Public Works operations become secondary to snow removal activities.

PRIORITY 1 - Arterial - 16.50 total lane miles not including turn lanes, shoulders and pull outs.

Arterial class roadways are intended to provide links across several neighborhoods or parts of the city and typically connect the city to adjacent jurisdictions. Arterial Roads are categorized as **Priority 1** roadways for snow removal. The following roadways are classified as Arterial:

- Lake Tahoe Blvd. – City Limits to Hwy 89/50
- Al Tahoe Blvd. – Pioneer Trail to Hwy 50
- Heavenly Village Way – Hwy 50 to Montreal Road
- Park Avenue – Pine Blvd to Hwy 50
- Pine Blvd. – Park Ave. to Stateline Ave.
- Pioneer Trail – City limits to Hwy 50
- Saddle Road – Wildwood Rd. to Keller Rd.
- Ski Run Blvd. – Saddle Rd. to Hwy 50
- Wildwood Ave – Saddle Rd to Needle Peak Rd.

Note: US Hwy 50 and State Hwy 89 are not controlled nor maintained by the City of South Lake Tahoe.

PRIORITY 2 - Collector – 41.58 total lane miles not including turn lanes, shoulders, parking zones and pull outs

Collector Class Roads are intended to link neighborhoods to arterial streets. Collector Class roadways are categorized as **Priority 2** roadways for snow removal. The following streets are classified as collectors:

- 10TH Street – Julie Ln. to Hwy 89
- 12TH Street – Hwy 89 to Tahoe Island Dr.
- 15TH Street – Hwy 89 to Venice Dr.
- 3RD Street – Hwy 50 to Washington Avenue
- 3RD Street – Hwy 50 to South Ave. *** Priority Plowing - Hospital**
- Ala Wai Blvd. – Tahoe Keys Blvd. to Monterey Dr.
- Alameda Ave. – Oakland Ave. to Bellevue Ave.
- Bellevue Ave. – El Dorado Ave. to Lakeview Ave.
- Blackwood Rd. – Pioneer Tr. to Glenwood Way.
- Chonokis Rd. – Pioneer Tr. to Montreal Rd.
- D St. – Lake Tahoe Blvd. to Hwy 50
- El Dorado Ave. – Oakland Ave to Bellevue Ave.
- Fairway Ave. – Johnson Blvd. to Glenwood Way.
- Fresno Ave. El Dorado Ave. to Lakeview Ave.
- Glenwood Way. – Pioneer Tr. to Fairway Ave.
- Herbert Ave. – Blackwood Rd to Lloyd Ave.
- Johnson Blvd. – Al Tahoe Blvd to Hwy 50 ***Priority Plowing - Police Dept.**
- Julie Ln. – Lake Tahoe Blvd. to 13th St.
- Keller Rd. – Saddle Rd. to Pioneer Tr.
- Lakeshore Blvd – Park Ave to Stateline Ave.
- Lakeview Ave. – Berkeley Ave. to Hwy 50
- Lily Ave. – .07M W/Bellevue Ave. to Bellevue Ave.

- Los Angeles Ave. – Argonaut Ave. to Hwy 50
- Lyons Ave – Hwy 50 to Rufus Allen Blvd.
- Martin Ave - CL .03M N/Barbara Ave. to O'Malley Dr.
- Montreal Rd. – Chonokis Rd. to NV Stateline
- Needle Peak Rd. – Ski Run Blvd. to Wildwood Ave.
- Oakland Ave. – S End to Lakeview Ave.
- O'Malley Dr. – Martin Ave. to Carson Ave.
- Park Ave. – Beach Rd. to Pine Blvd.
- Rubicon Trail – Hwy 50 to 707' S of Springwood Dr.
- Rufus Allen Blvd. – Lyons Ave. to Hwy 50
- Silver Dollar Ave. – Hwy 50 to Springwood Dr.
- Ski Run Blvd. – Hwy 50 to Ski Run Marina
- South Ave. – Melba to 3rd St. *** Priority Plowing - Hospital**
- Springwood Dr. – Silver Dollar Ave. to Rubicon Trail
- Stateline Ave. – Lakeshore Blvd. to Hwy 50
- Tahoe Island Dr. – Washington Ave to 12th St.
- Tahoe Keys Blvd. – Hwy 50 to Ala Wai Blvd.
- Tamarack Ave. – Blackwood Rd. to Pioneer Tr.
- Thirteenth St. – Julie Ln. to Eloise Ave.
- Treehaven Dr. - END .04M W/Fremont Ave to Johnson Blvd.
- Venice Dr. – 15th St. to Tahoe Keys Blvd.
- Washington Ave. – Tahoe Island Dr. to Tahoe Keys Blvd.
- Wildwood Ave. – Pioneer Tr. to Lake Tahoe Blvd.

PRIORITY 3 & 4 Local Class roads – 196.65 total lane miles

Local Class Roads (residential) are intended to provide access to individual properties within neighborhoods. Local classified roads are categorized as **Priority 3** roadways for snow removal except for local roads containing cul-de-sacs and/or dead ends, in which case those roads are categorized as **Priority 4** roadways for snow removal.

Local class roads are defined as all roads within the city not included above as Arterial and Collector classification (Priority 1 & 2).

Parking lots may also be contained within Priority 3&4 operations. Once all roads have been cleared, staff will begin the process of removing snow and ice from certain parking lots that operate year-round and are under the specific maintenance function of the city.

Pedestrian Walkways, Sidewalks, and Paved Bicycle Trails

The city strives to have all paved walkways, city-maintained sidewalks, and bicycle trails on city property and/or under city maintenance responsibility cleared within 12 hours post-storm. For general sidewalk snow removal (non-city responsibility), *City Code sections 7.05.560 and 7.05.570 will* be enforced. The property owners are responsible to maintain the sidewalks fronting their properties.

Class II bicycle lanes within certain city streets may not be useable until such time the city completes pushback, widening, and snow-blowing activities.

The city does not typically place traction abrasives on trails, sidewalks, and parking lots.

Icing may be present, and caution is urged when using the trails and walks. It is recommended that the public wear appropriate footwear and use studded tires for bicycles.

Unmaintained Roads within the City

There are roads within the city that are either owned by other agencies, private or not maintained by the city. The roads/areas described below **are not maintained by the city**.

- Adams Way
- Barbara Ave – El Dorado County
- Bijou Wagon Road – Private
- Bijou Street – Private
- Freel – Dirt Road – Private
- Emerald Bay Road (aka G Street Parallel to Hwy 50) - Caltrans
- Glen Road (upper portion) – Private Dirt Road
- Hamm Lane – Private
- Lighthouse Shores – Private
- Link Road – Private
- Lupine Way
- Nebelhorn Court
- Osgood Avenue – Ski Run to Sonora – Private
- Ski Run Blvd (above Saddle Road)
- Tahoe Meadows Subdivision - Private
- Tahoe Verde Mobile Home Park
- Van Sickle Road
- US Hwy 50 - Caltrans
- US Hwy 89 – Caltrans
- Viking Way - LTUSD

The current paved roadway area for the city totals approximately 19,473,215 square feet and the 254.73 lane mile distance translates to the distance from roughly South Lake Tahoe to Santa Cruz California.

Pre-Season

Season

The City of South Lake Tahoe considers November through April as the snow season. Typically, the city will have all permanent and seasonal staffing in place prior to November 1st.

Pre-Season Route Inspection

Beginning in late August, Streets Division staff begins inventorying the zones and patterns for any issues that may present problems for snow fighting operations. Some of the issues that may occur are:

- Raised manholes or valve boxes
- Broken curb & gutter, damaged drop inlets
- Missing or damaged snow stakes
- Missing or damaged fire hydrant signage
- Damaged roadways (areas where peeling or raveling of the pavement may occur with

snowplow blade pressure).
- New construction (familiarization and marking of such)

In addition to the inspection of physical assets, the department also issues notices to businesses and homeowners who are parking and/or placing items within the right-of-way or snow storage easements. This advanced warning provides owners the ability to move the items prior to being cited during snow removal operations.

Pre-Season Storm Water Infrastructure Cleaning

In addition to the route inspection, the Streets Division will clean and service critical stormwater infrastructure in an effort to minimize flooding and/or issues related to the seasonal onset of heavy rain or rain-on-snow events.

Pre-Season Equipment Inspection and Maintenance

Beginning in August, the city's Fleet Services Division will begin the inspection and pre-season maintenance of all snow removal equipment.

Materials and Supply In addition to the route and equipment inspections in August, staff will begin the purchasing of supplies required for the season. Supplies may include but not be limited to: Plow chains, cutting blades, hydraulic fluids and lines, equipment parts, tires, abrasives (sanding), snow staking supplies, signage supplies, and other materials required for safe and effective operations.

Operator Training

In September and October, prior to the start of the Snow Season, all personnel will be trained or refreshed on the operations of the equipment and the routes. The snow fighters will become familiar with the zones and patterns and will make several "dry runs" before the onset of snow to familiarize themselves with areas of concern. Snow fighters will be shown where snow can be pushed and safely stockpiled and where it cannot. All snow fighters will be sufficiently trained prior to deployment.

The city relies on a ratio of permanent employees and seasonal workers to create the snow fighter's workforce. The permanent employees are responsible for training the new seasonal employees. Training typically encompasses several weeks prior to the onset of snow.

Coordination

Inter-Department/Division Coordination

Snow removal operations are not limited to just the City's operations group. The Department of Public Works is the responsible department regarding snow removal; however, the department relies on other departments and divisions for successful operations. The Public Works Director may authorize the use of additional resources when conditions warrant and may also institute a change of policy and procedure during emergency conditions.

Parks Maintenance

The Parks Division directly supports the operation and will be responsible for clearing trails, bike paths, and parking lots. Parks Division also provides resources to the Street Division to fully staff

the Streets Snow Operations. The Streets Division and Parks will coordinate the streets/trail's snow operations to minimize any snow blowback onto the trails. At times, it may be necessary for either the Parks or Streets Division to haul off snow from locations with a lack of adequate snow storage.

Fleet Services Division

The Fleet Services Division directly supports the operation by maintaining and repairing snow removal equipment. Due to the size of the graders, loaders, and rotary blowers, many repairs are completed in the field at the location of breakdown often in somewhat dreadful conditions.

The Division maintains an inventory of backup equipment to be ready for implementation to keep the operations running. The Division also maintains all public safety equipment and vehicles throughout the event.

The Fleet Services Division staff work the same continuous 12-hour shifts as the snow fighters throughout the event timeline.

Community Service Officers

Snow removal operational efficiency relies on the ability of the operator to be able to move freely within the roadways during operations, particularly during heavy-intensity events. One of the most important aspects of an efficient operation is the clear uninterrupted travel way for the snow fighters. Parked vehicles or obstructions in the travel way compromise the operator's ability to clear the travel lane quickly and effectively. For each vehicle parked, the operator must navigate clearly around the vehicle while pushing snow and trying to avoid damage. Often, the operator will need to back up several times thus delaying service to the remaining roadways. This process of navigating parked vehicles or obstructions becomes extremely difficult in deep snow or packed/rutted roadways.

The City's Community Service Officers (CSO) provide the Public Works Division with the help to clear obstructions in the right of way. Many times, the CSO will be able to contact owners and resolve the issue so that the next pass of the plow is uninterrupted or the CSO may ticket and solicit towing of the vehicle.

The CSO will assist with a citation for illegally parked vehicles prior to any snow event and tow vehicles when necessary. Community Service Officers play a key role in the success of the operation.

Public Safety – Fire and Police

The Fire and Police Departments are critical to an effective and safe operation. Often, the police and fire personnel are the "eyes" of the operation. Relaying information about road conditions, accidents, closures, and obstructions to plow operators. The Fire Department will assist with removing trees or branches blocking snow operations when feasible. The police department also assists the Public Works Department with accident or damage investigations.

City Manager's Office (Press Information Officer)

Before, during, and after operations, it is critical clear and concise information be provided to the public regarding preparation, operations, conditions, and cleanup. The Public Works Department works closely with the city's Public Information Officer (PIO) to update social media and news platforms as needed before, during, and after the event.

Cal Trans & El Dorado County

In some areas of the city, the roadways intersect State or County roadways. Pre-season coordination with the respective agencies defines responsibility regarding intersection plowing, snow storage, abrasives control, snow hauling, etc.

Anti-Icing and Sanding Operations

Anti-Icing Operations:

This is a new operational procedure for the City of South Lake Tahoe and is used sparingly, and only on Arterial and Collector class roadways. Anti-icing is a pre-storm treatment applied to the roadway prior to the onset of a storm, providing temperatures are conducive. The treatment consists of a spray application of water and salt brine and must be applied. The brine adheres to the road surface prior to the onset of moisture effectively lowering the freeze point of the treated area. The brine operation will also be performed after ice build-up to allow easier removal of the ice. This prevents snow from bonding to the pavement early in the storm cycle.

Storm prediction regarding temperature, humidity, duration, and intensity dictates whether or not anti-icing operations are implemented. The Streets Manager will use the above-mentioned weather information along with the State of California, Department of Transportation (Caltrans), to determine optimal application conditions. Once it is concluded the conditions are appropriate, vehicles with a mounted distribution tank will begin to apply the mixture to most arterial and some collector-class roadways prior to the onset of the storm.

Studies by El Dorado County and Caltrans have shown that the pre-storm use of brine allows for up to 4 times less salt to be used to remove ice once it has formed on roadways. Through proper application of brine as a pre-storm treatment, less rock salt may need to be added to the sand mix in the future. El Dorado County utilizes an application of 20 gallons per mile, using a 23.5% salt mix in the brine solution. This brine mix has been shown to be effective in the prevention of ice as a pre-treatment, and to assist with deicing in quantities lower than currently used in the rock salt added to the sand mix. Increased use of brine will result in less salt applied overall. The use of brine has been studied and developed with support from the Tahoe Regional Planning Agency and Lahontan Regional Water Quality Control Board as an effective way of reducing the need for sand and rock salt in traction and deicing operations for public safety.

Sanding and Brine Operations:

Sanding and brine operations are very important in providing safety to key micro-zones of the city. Plow blade pressure can provide an icy glaze on roadways and snow melt re-freeze provides dangerous icy conditions. Scale of ice conditions vary according to temperature and humidity conditions.

Sanding is really nothing more than applying an abrasive material to the roadway surface that helps with the traction of vehicles at icy or glazed sections of the roadway. A salt and sand mixture (abrasive) is applied to the sanding patterns which may include hills, curves, poor drainage areas, bridges, and public facilities and access points.

Sanding operations are mostly continuous operations throughout a storm cycle, and the operation can be modified to adapt to changing conditions, police or fire request, special events, accidents, etc.

While public safety is paramount in sanding operations, the City is aware that traction sand has been identified as a significant contributor to fine sediment particles (FSP) in urban runoff, which are the primary pollutant impacting the clarity of Lake Tahoe. Under the Lake Tahoe Total Maximum Daily Load (TMDL) and the City 's Pollutant Load Reduction Plan (PLRP), the City carefully controls the application of abrasives by focusing on sanding at key intersections, steep road segments, areas with drainage issues, and areas critical to public safety (busy intersections, near schools, major tourist thoroughfares to the Heavenly California Base Lodge). Based on sand specification refinements developed by El Dorado County and Caltrans, the City switched from volcanic cinder abrasives prone to pulverization to a more durable washed granitic sand in order to protect the water quality in Lake Tahoe. Targeted and strategic spot sanding, the use of washed granitic sand, and deployment of the Epoke sander to allow for carefully controlled application of wetted sand to ensure reduced bounce and scatter are all part of the City's effort to both provide for public safety while controlling a major source of FSP that has been shown to impair the clarity of Lake Tahoe.

To recover traction sand abrasives in accordance with the Lake Tahoe TMDL and PLRP, the City continues to aggressively sweep spot sanding locations as soon as possible after abrasive application once the roadways are generally free of snow and ice. The City utilizes regenerative air sweepers to recover sand between storms to reduce the amount of traction sand that can be pulverized by vehicle travel and mobilized during runoff events. Sweeper recovery amounts, locations and effectiveness is a major part of the TMDL compliance process.

Plowing/Blowing Operations

Plowing Operations

Each plowing operation is subject to the storm severity category, and the roadway priority procedures as to the method. Once a plowing operation has been instituted, the operators will plow their assigned zone and route unless otherwise directed. All eight (8) plow zone operations will typically begin at the same time with two operators during the night shift and one operator during the day shift, for each zone. In addition, one sander or brine operator will work during the day shift and during the night shift, plus one supervisor for each shift for a total of the 28-snow operational crew. The time to complete a zone/route is dependent upon multiple factors; air and pavement temperatures, visibility, precipitation rate and type, snow/water ratio, snow density, time of onset, storm duration, equipment and resource availability, and traffic activity.

During the initial pass, the operator will make every effort to push all snow to the curb or edge of the pavement allowing the maximum travel lane widths. In the event of Category 3,4, and 5 events, the initial pass may only provide reduced travel lanes or in extreme cases, one travel lane.

During the event's operational timeline which may be multiple continuous 12-hour shifts, the operator(s) will make repeated passes through the zone/route pushing back the snow and widening the travel lane at each pass if conditions warrant. Once all streets are opened-up and travel lanes have been established, then the push-back operation is implemented. The objective of the push-back operation is to push the snow back as far as possible to allow storage space in the right-of-way for future storms. Often, this operation pushes the snow onto shoulders and/or snow storage easements.

Rotary Operations

Once the right-of-way is at capacity for snow storage, the city begins utilizing rotary snowblowers to cut the snowbanks from the edge of the travel way. The resulting vertical cut of the banks allows for full use of the paved travel lanes. The rotary machines cut and blow the snow onto the adjacent snow storage easements parallel to the right of way. The snow storage easements vary city-wide but are typically 15' to 20' in width beyond the right-of-way line.

The rotary operation is a continuous 12-hour shift operation and typically begins after all roads have been plowed.

The rotary operations are extremely slow, with moving speeds of only 1 to 3 mph. Depending on storm severity, It takes much longer to cut banks and widen the travel ways than it does to plow them. All eight (8) snow removal zones are subject to cutting and widening, though the city only owns and operates 5 blowers. Additionally, the machines are quite noisy, and this noise can be disturbing to some, but due to the size and scale of the operation, the slow speed, and the limited equipment resources, the operation cannot be limited to just daytime hours.

Complicating the rotary process is the consequence of buried debris and materials left in the shoulder/edge of the pavement area which jam or break the cutting blades and drivetrain forcing repair. In heavy winters, our operators have hit buried cars, snowmobiles, shopping carts, trash cans, signposts, mailboxes, stakes, logs, downed trees, and many other elements that unfortunately take the machine out of service for some time, and considerably delay service to the remaining zones.

Cut off Gates and Driveways

The City's graders are equipped with cut-off gates. Cut-off gates are not required by law or code and many of the public agencies in the region do not use cut-off gates. However, as a courtesy, the City of South Lake Tahoe will use cut-off gates when practical, to help reduce the impact of a storm on the property owner's driveway encroachment. The cut-off gate allows the operator to lower the gate attempting to restrict snow from creating berms while plowing adjacent to driveway approaches or access points.

Maintenance of private access or driveway shall be the responsibility of the property owner. The city plow operator(s) cannot go onto private property to clear, push, or remove snow. To provide for an efficient operation, plow operators will not drop the cutoff gate at driveways that are not marked and maintained according to city standards (see *City Code Section 7.05.520 (C)* below). Property owners must mark their driveways with visible snow poles and continuously maintain their driveways throughout the season. If homeowners are planning to be away from their homes during winter periods, it is highly recommended that the property owners arrange to have snow

and berm removal performed in their absence. Large berms can form in unmaintained driveways over the course of multiple snow events.

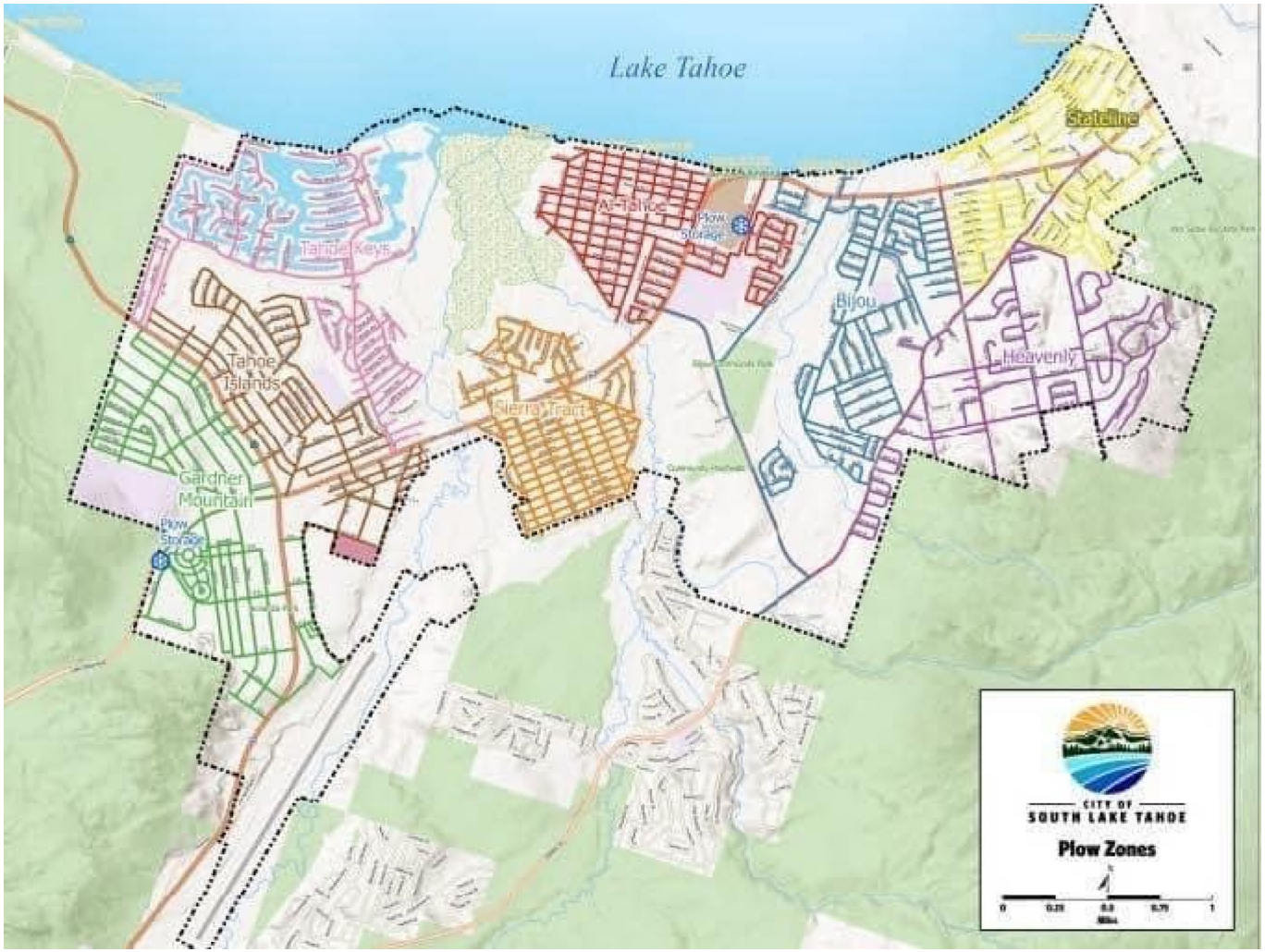
Unfortunately, there is no feasible technique, skill, or equipment to prevent the possible creation of berms in front of driveways and access points when plowing. The cut-off gates serve to minimize berms as much as possible, but not eliminate them. Berms are inevitable when managing snow removal. Too many variables exist to ensure that the plow does not leave a berm. Location of the driveway, proximity to the next driveway, the width of driveway, proximity to intersections and snow push storage areas, depth of snow, snow density and water equivalent, etc. all contribute to berm potential.

Note: As storm severity increases, the higher the likelihood of berms at the driveway and access locations. Category 3, 4, & 5 storms will likely result in the creation of minor to major berms.

Contracted Work

The following areas/facilities are anticipated to be contracted out to maximize staffing allocation to snow operations:

1. Fire Department (FS 1, 2, 3) and Training Center
2. Police Department
3. Development Services
4. Public Works Department
5. Recreation Center
6. Ice Arena
7. Museum, Art Center, Ambulance Parking area, and Senior Center
8. Auxiliary Boat Lot and Public Parking Lot on Modesto Ave.
9. Bijou Park
10. Lisa Maloff Way and Airport Parking Lot
11. Airport Apron and Taxiways
12. City Maintained Sidewalks


Lake Tahoe
Stateline
Tahoe Keys
Plow Storage
Bijou
Heavenly
Tahoe Islands
Sierra Tract
Gardner Mountain
Plow Storage
CITY OF
SOUTH LAKE TAHOE
Plow Zones
0
0.25
0.5
0.75
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SHAFER EQUIPMENT COMPANY, INC.

955 GREG ST. - SPARKS, NV. 89431 - Ph. 775-331-7772

Hitachi Loaders

Yanmar Mini Ex

Mustang Skid Steers

Link-Belt Excavators

OLDER PRICE

Machine Sale Quote

Phill Harwood (Fleet Supervisor)
City of South Lake Tahoe
Public Works Department
1700 D Street
South Lake Tahoe CA 96150
Cell 530-721-1267
pharwood@cityofslt.us

Chris Neddenriep
Sales Department
Shafer Equipment Company
955 Greg St.
Sparks, NV 89431
Cell 775-721-9980
chrisnedd@charter.net

2/15/23

One – **New - Trackless MT57** – Municipal Tractor

- 2023 model
- Serial #: Shafer PO# 40-01353
- No Snow Blower attachment
- Max speed 19 MPH
- 115 HP, Cummins Turbo Diesel
- Tier 3 Emissions
- No carbon filter, No burn cycle
- Enclosed Cab
- All standard equipment

Price - each unit - delivered and full of fuel	$134,989.00
60" Trackless snow blower	$ 19,200.00
Sub total	$154,189.00
Sales Tax City of South Lake Tahoe 8.75%	$ 13,491.54
Total due	$167,680.54

Delivery: 2 weeks – FOB - 1700 D Street South Lake Tahoe CA 96150
Terms: Net 30 days
Warranty: MT57 vehicle warranty 2 years – FOB Shafer Equipment Sparks NV
Conditions: Price good for 15 days – Machines subject to availability
Note: This quote is the older priced unit before the 2023 price increase. This price is limited only to this one particular MT57 machine, identified as Shafer PO# 40-01353

The above terms and conditions are accepted by:
X Phil Harwood Date 2-16-23
City of South Lake Tahoe – Public Works Department

this is subject to final approval from City Council meeting on March 14th.

DocuSign Envelope ID: 667D51DF-576C-4C14-882C-3B43DE5A380F

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Trackless Vehicles Ltd., hereinafter referred to as the Contractor, having its principal place of business at 55 Thunderbird Drive, Courtland, Ontario N0J 1E0.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Jan 01 2020 and ends Dec 31 2021. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notifiy H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Trackless Vehicles Ltd.

Signature DocuSigned by: Joe McIntyre 89C53D3DD086458...

Name Joe McIntryre

Title Sales Manager

Date 12/20/2019

H-GAC

Signature DocuSigned by: 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 12/20/2019

DocuSign Envelope ID: 667D51DF-576C-4C14-882C-3B43DE5A380F

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA) with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC.** Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS.** Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor.**

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.
EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC.** Further, **Contractor** agrees to encourage entities who are not members of H-GAC**'s** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor.** At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor.**

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

a. **General liability** insurance with a Single Occurrence limit of at least $1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC,** in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

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Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

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Attachment A
Trackless Vehicles Limited
Grounds & Turf Equipment
Contract No. GR01-20

H-GAC Product Code	Item Description	Discount
GR20VV1	Trackless Series MT7 Municipal Tractor Catalog Effective 1/1/2020	5%

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AMENDMENT No. 2 to CONTRACT No. GR01-20
For
Grounds & Turf Equipment
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Trackless Vehicles Limited

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through June 30, 2023 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC.** All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council,**
Houston, Texas

DocuSigned by:
82EC270D5D61423...
Chuck Wemple, Executive Director
Date: 10/12/2022

Signed for: **Trackless Vehicles Limited**

DocuSigned by:
69C53D3DD086458...
Printed Name & Title: Joe McIntryre Sales Manager
Date: 10/11/2022

Revised 6.1.18

JOHN DEERE

PAPÉ MACHINERY

Quote Id: 28119628

Prepared For:

CITY OF SOUTH LAKE TAHOE

Prepared By: **AARON LANKA**

Pape Machinery, Inc.
1255 Spice Island Drive
Sparks, NV 89431

Tel: 775-353-0440
Fax: 775-353-0448
Email: alanka@papemachinery.com

Date: 25 January 2023

Offer Expires: 31 March 2023

JOHN DEERE

PAPE MACHINERY

Quote Summary

Prepared For:
CITY OF SOUTH LAKE TAHOE
1700 D ST
SOUTH LAKE TAHOE, CA 96150
Business: 530-542-6086

Prepared By:
AARON LANKA
Pape Machinery, Inc.
1255 Spice Island Drive
Sparks, NV 89431
Phone: 775-353-0440
alanka@papemachinery.com

Machine comes with 1 Year Full Machine warranty and Power Train & Hydraulics warranty for an additional 2 Years or 1,500 Hours total (whichever comes first).
Includes dealer prep, PDI, delivery to South Lake Tahoe, and training.
This is a Sourcewell Quote. ID# 032119-JDC

Quote Id:	28119628
Created On:	25 January 2023
Last Modified On:	17 February 2023
Expiration Date:	31 March 2023

Equipment Summary	Selling Price		Qty		Extended
JOHN DEERE 872G MOTOR GRADER W/ 6WD	$ 498,464.08	X	1	=	$ 498,464.08
Equipment Total					**$ 498,464.08**

Quote Summary	
Equipment Total	$ 498,464.08
CA Tire Fee	$ 10.50
SubTotal	$ 498,474.58
Sales Tax - (8.75%)	$ 43,615.61
Total	$ 542,090.19
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 542,090.19**

Salesperson : X _____ **Accepted By : X** _____

JOHN DEERE

Selling Equipment

PAPÉ MACHINERY

Quote Id: 28119628 **Customer:** CITY OF SOUTH LAKE TAHOE

JOHN DEERE 872G MOTOR GRADER W/ 6WD

Hours:
Stock Number:

Code	Description	Qty
8490T	John Deere 872G MOTOR GRADER with 6WD	1
	Standard Options - Per Unit	
170K	JDLink™ Telematics for Life of Machine	1
1020	Armrest Fingertip Controls w/ Joystick Steering	1
1140	John Deere PowerTech PSS 9.0L FT4 Engine 300 NetHP	1
1240	Dual 100 Amp Alternators (200 Amp total)	1
1310	Quick Service Group	1
1420	Severe Duty Fuel & Water Filtration System	1
1610	Hydraulic Pump Disconnect	1
1830	Engine Exhaust W/ Flat Black Stack	1
1910	Blade Impact Absorption System	1
2080	14 Ft. x 27 In. x 1 In. (4.27M x 686mm x 25mm) w/ 8 In. x 3/4 In. (203 x 19mm) Cutting Edge & 3/4 in. (19mm) Hardware	1
2575	No Grade Control Base Kit Installed	1
2605	English Manual W/ English Labels & Decals	1
2850	Premium Circle	1
4920	No Brand Preference - 17.5R25 L2 Radial Snow Tires	1
5060	Grade Pro Low Cab w/ Lower Front and Side Opening Windows	1
5515	Autoshift Plus Transmission	1
5710	Transmission Solenoid Valve Guard	1
5835	Cold Weather Package with Hydrau XR	1
6140	Grade Pro Heated, Leather/Fabric, High-Wide Back Air Suspension Seat	1
6580	Grade Pro Controls w/ 3 Auxiliary Functions	1
6650	Grade Pro Controls - Left Side	1
6740	Balderson Style Front Lift Group	1

JOHN DEERE

Selling Equipment

PAPÉ MACHINERY

Quote Id: 28119628 **Customer:** CITY OF SOUTH LAKE TAHOE

6820	Rear Counterweight with Rear Hitch and Pin	1
7160	Deluxe Grading Lights (18 Halogen Lights)	1
7820	No Front Fenders	1
8120	24-to-12 Volt Converter (30 amps peak / 25 amps continuous)	1
8220	Heated Exterior Mounted Rearview Mirrors	1
8310	Lower Front Intermittent Wiper & Washer	1
8415	AM/FM Radio with Bluetooth, Aux and Weather Band (WB).	1
8830	Rear Camera (R4)	1
9210	Decelerator	1
9220	5.0 lbs. multi purpose (ABC) Dry Chemical Fire Extinguisher	1
9273	Right Side Engine Compartment Work Light	1
9280	Slow Moving Vehicle (SMV) Sign	1
9299	Beacon with Flip Down Cab Beacon Bracket (LH)	1
9360	Engine Block Heater	1
9370	Ether Starting Aid	1
	Dealer Attachments	
Plow	Henke SDDB14 14' SD Dozer Blade Installed	1
Gate	Henke Hi-Gate for Motor Grader Moldboard Installed	1

Notice: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at:

http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm.

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FORM E

CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-JDC

Proposer's full legal name: John Deere Construction Retail Sales

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by: Jeremy Schwartz
C6ED2A139D08488...
SOURCEWELL DIRECTOR OF OPERATIONS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by: Chad Coauette
7E42B8F817A84CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-JDC

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name John Deere Construction Retail Sales

Authorized Signatory's Title Manager, Contract Sales

Mark Oliver

VENDOR AUTHORIZED SIGNATURE

Mark Oliver
(NAME PRINTED OR TYPED)

Executed on 10 May, 20 19

Sourcewell Contract # 032119-JDC

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: _ John Deere Construction Retail Sales

Address: _1515 5th Avenue

City/State/Zip: _Moline, IL 61265

Telephone Number: _309-748-3418

E-mail Address: _OliverMarkR@JohnDeere.com

Authorized Signature: Mark Oliver

Authorized Name (printed): _Mark Oliver

Title: _Manager Contract Sales

Date: 3/14/2019

Notarized

Subscribed and sworn to before me this 14 day of MARCH, 20 19

Notary Public in and for the County of ROCK ISLAND State of IL

My commission expires: 10/26/2021

Signature: Cindy L Schoo

CINDY L SCHOO
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
October 26, 2021

Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: _John Deere Construction Retail Sales_____

Questionnaire completed by: _Richard Murga_____

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

JDCRS' only option for payment terms is Net 30 Days.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

JDCRS (contract vendor) does not play a role in leasing, financing or payment terms other than Net 30 Days.

John Deere Financial offers leasing/financing options. The John Deere Municipal Lease Purchase Plan is a special low-rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body, or their political subdivisions, having the power to tax may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval.

John Deere Financial also offers other leasing and financing options for governmental, educational, and non-profit entities, subject to approval.

All leasing and financing options are handled through the local dealer and John Deere Financial.
The lease/finance provider funds the contract sales invoice within 30 days.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

JDCRS authorizes U.S. dealer groups to sell direct after they agree to uphold Sourcewell's T&Cs in writing.

Sourcewell members will contact their local dealer for assistance with machine and option selection.
https://dealerlocator.deere.com/servlet/country=US

The local dealer will provide the contract quote. Sourcewell members will submit their purchase orders to the authorized quoting party noted on their contract quote. The quote number and the Sourcewell contract number must be noted on the PO. If a municipal lease is involved, that too must be made known on the PO.

JDCRS will ship the unit to the selling U.S. dealer. For sales outside of the U.S., the local selling dealer will quote and arrange the freight move from factory to dealer and from dealer to customer.

Setup, installs, inspection and final delivery are handled by the local dealer. Authorized seller will invoice Sourcewell member upon receipt of product delivery acceptance notice.

U.S. sales reports will be processed and submitted by JDCRS on a quarterly basis.
Canada sales reports will be processed and submitted by John Deere Limited on a quarterly basis. Per our previous Sourcewell addendum to expand into Canada, John Deere Limited is the Canada-based sales branch office that owns the relationship with the Canadian dealer groups.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

P-card payments are accepted with a 3% processing fee added to the contract quote. P-card usage is to be made known at time of quote request. Customer PO must cover the added fee.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

Copy of standard warranty is attached in addition to the below responses.

Standard Warranty.pdf

- Do your warranties cover all products, parts, and labor?
  12 months full machine standard warranty is provided, as outlined in the standard warranty document.
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
  Full-size machines receive 12 months of coverage with no hour limit.
  Compact machines (Commercial Worksite) receive 24 months of coverage with 2,000-hour limit.
  Limitations on usage behavior are in place for all goods.
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? No
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? No How will Sourcewell Members in these regions be provided service for warranty repair? Dealers are assigned for coverage of the entire U.S.
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? As outlined in the standard warranty document, non-Deere items are handled by original OEM.
- What are your proposed exchange and return programs and policies?
  As noted in the standard warranty document, "John Deere will repair or replace, at its option, any parts... of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship." See full text for detailed explanation.

6) Describe any service contract options for the items included in your proposal.

No service contracts are made part of this RFP response or resultant award. Local dealers are allowed to quote service contracts and extended warranties at time of machine quote for buying agency's consideration.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Customer solutions offered in response to this RFP are John Deere's Construction Equipment (CE) and Compact Construction Equipment (CCE) product lines. Heavy, medium and compact machines are available to meet the Sourcewell members' needs. Specifically, there are 15 categories of 90 plus machines, each with their own factory options and attachments. Additionally, there are 120 plus attachment offerings to be used in conjunction with the compact line of machines. Many of these attachments are functional on a variety of the four compact machine categories, adding great versatility to the end-user. Further, local dealers will have the ability to provide customer requested goods and services to complete the desired machine functionality.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

As in previous contracts, we will use a discount off current List price for each product model. Complete commercial price pages as well as a discount matrix are included with our bid response. Base machine and four-digit factory build codes will receive the machine discount. Non-factory items will be quoted by the dealer.

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

The discount range varies from 20% to 44% off our published List prices.

10) The pricing offered in this proposal is

_____a. the same as the Proposer typically offers to an individual municipality, university, or school district.

_____b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

____X____c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

5-7 machines receive 1% additional discount
8-14 machines receive 2% additional discount
15-30 machines receive 3% additional discount

No rebates are offered.

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

JDCRS can certainly offer "Sourced Goods". "Sourced Goods" are also referred to by John Deere as non-contract items, allied items, referral attachments, dealer provided goods/services... We define non-contract as John Deere non-factory items, such as Field Kits and Parts for dealer installation that appear in the price pages. Allied equipment is defined as other OEM equipment (ex. Bradco Rock Saw). Dealer provided goods/services are items such as; Attachments, Parts, Setup, Installs, Inspection, Preventative Maintenance services, Extended Warranty…

Non-contract, allied, and dealer provided goods/services would be sold as sourced goods and the price of the item or service is quoted by the John Deere dealer. Sourced goods will appear on the quote along with the contract item and would be listed as "Dealer provide…"

For example, a Sourcewell Member could purchase a John Deere Skid Steer Loader, an extra fuel tank cap (non-contract part) and a Bradco Rock Saw (allied) by utilizing the Sourcewell contract, but the price of the fuel tank cap and rock saw would be determined by the John Deere dealer and both would be listed on the PO as "Dealer provided fuel cap and Dealer provided Bradco Rock Saw". We successfully use this process on other contracts.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Dealer provided goods and services: Customer requested non-factory goods/services will be quoted by dealer.

Set-up and installation fees: Dealer applied charges that cover their costs for installing and ensuring the proper operation of sourced goods and field attachments. The set-up and installation fees are quoted by the dealer.

Pre-Delivery Inspection (PDI): A PDI is performed on all new machine purchases to ensure proper fluid levels, check system pressures, verify accurate system operation, and cleaning of the unit prior to delivery. The cost of the PDI is quoted by the dealer and will vary by machine model and complexity.

Taxes: Local taxes, if applicable, will be assessed.

14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

JDCRS believes that charging the corporate contracted freight rates for each and every sale is most equitable due to the known sizes & weights and unknown distances that goods will travel to reach the Sourcewell member's local John Deere dealership. All shipments in the continental U.S. (CONUS) region will therefore be FOB Destination, Pre-Paid and Added. Factory to dealer freight will be quoted. Local delivery by dealer to customer location will also be quoted.

Prospective buying agency must supply the full address for the end-user's delivery location at time of quote request. Should buying agency choose not to use their nearest compact equipment dealer, the preferred dealer needs to be clearly stated on the Purchase Order accordingly. Full-size equipment dealers have a defined coverage area and are not selectable by the customer.

JDCRS will make every effort to deliver ordered items in as timely a fashion as possible. Actual delivery cannot be defined ahead of time as warehouse dates are assigned based on number of orders placed on the factory, logistics assignment, transit time to local dealer, installs/setup/inspection by local dealer and final delivery to end user. In most cases, goods are delivered within 90 days, but there may be exceptions from time to time.

15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

As is the case for the continental U.S., factory to dealer freight as well as local delivery by dealer to end-user will be quoted and invoiced. Location specific constraints related to moves by; ocean, barge, inland… may affect final delivery time.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

None noted that vary from what has previously been described. Should a request come in that requires further consideration, we will be happy to review for applicability.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

For sales that are processed through our office, the quote and purchase order are reviewed by the in-house account manager for accuracy. If the purchase order needs to be modified, the change request is submitted prior to commencing the factory ordering process.
Monthly spot checks are performed by our accounting department to ensure the department is compliant with published pricing and contract discounts. Additionally, the accuracy of the contract sales reporting and administrative fee paying are also audited.

For sales that are processed through the dealer network, the quote and purchase order are reviewed by the selling dealer. Dealers acquire the machines at a discount when selling through this contract. A program code has been established for use at time of dealer settlement to claim their discount. On a quarterly basis, JDCRS receives a dealer settlement report from which the dealer sales are retrieved and added to the in-house sales noted above. Together, the full report is reviewed, approved and processed for sales reporting to Sourcewell and for payment of admin fees.

18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We propose a 1% admin fee applicable only to the equipment's contract selling price (List price of equipment on contract reduced by the contract discount percentage). The incidental, non-factory items and dealer provided goods and services (all items not priced/discounted by contract), will be excluded from the calculation. This process has proven functional in the past to accurately report sales activity stemming from dealers across the nation and for paying admin fees in a timely fashion.

Industry-Specific Questions

19) Describe any industry-specific quality management system certifications obtained by your organization.

John Deere is registered with the International Standards Organization 9001 for quality management.

20) Describe any environmental management system certifications obtained by your organization.

For more information on John Deere's Environmental Stewardship visit:
http://www.deere.com/en_US/corporate/our_company/citizenship/environmental_stewardship/environmental_stewardship.page?

21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Preventative maintenance services are dealer-provided. Please review Form P item 12 above.

Signature: _____ Date: 3/14/2019

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AMENDMENT TO
Sourcewell Contract #032119-JDC

This AMENDMENT ("Amendment") to Sourcewell Contract # 032119-JDC ("Agreement") is effective on the date hereof, by and between Sourcewell® and John Deere Construction Retail Sales ("Vendor")

WHEREAS, Vendor was awarded a Sourcewell Contract for Heavy Construction Equipment with Related Accessories, Attachments and Supplies effective May 13, 2019 until May 13, 2023 relating to the provision of products and services to Sourcewell and its members;

WHEREAS, John Deere Construction Retail Sales and Wirtgen America, Inc. have historically held separate Sourcewell contracts, it was errantly assumed separate submittals was the most appropriate response for RFP 032119. It has been since determined that the most effective way to serve Sourcewell members is to provide both John Deere and Wirtgen America offerings in tandem through contract award, 032119-JDC. John Deere Construction Retail Sales will remain the contract holder and Wirtgen America, Inc.'s products, ordering process, and sales/administration contacts will be included in John Deere's portfolio for direct purchase and processing through the Wirtgen America, Inc. dealer channel. To summarize; John Deere offerings will only be sold through John Deere Construction Retail Sales and its authorized dealer channel, Wirtgen America, Inc. offerings will only be sold through Wirtgen America, Inc. and its authorized dealer channel. Those wishing to engage either product line must do so through the appropriate dealer channel;

WHEREAS, Vendor and Sourcewell desire to add Wirtgen America, Inc.'s product line (Wirtgen, Hamm and Vogele brands) under the Agreement (all sold by Wirtgen America, Inc. dealers);

WHEREAS, Vendor and Sourcewell acknowledge that Wirtgen America, Inc. shall be supporting sales of Wirtgen America offerings to Sourcewell members within the U.S. and Canada as well as responsible for related sales reporting and administrative fee paying;

WHEREAS, Vendor and Sourcewell acknowledge that Wirtgen America, Inc. failure to perform to contract terms and conditions may result in termination of contract;

WHEREAS, all parties agree that certain terms within the Agreement shall be updated and amended; and only to the extent as hereunder provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements described in this Amendment, the parties hereby agree as follows:

1. Form P Question 4 response is amended as follows:
After the first paragraph, insert:
"Wirtgen America, Inc. does not accept the P-card procurement and payment process."

DocuSign Envelope ID: FCE16DED-FE51-4A90-B857-7E46D1B0644E

2. Form P Question 5 response is amended as follows:
After the first paragraph, insert:
"Wirtgen America, Inc. also offers 12 months of standard warranty but with a 1,000-hour limit."

3. Form P Question 7 response is amended as follows:
After the first paragraph, insert:

"Wirtgen America, Inc.'s product line (Wirtgen, Hamm and Vogele) is being offered to provide 130+ equipment variations in the following categories: Milling, Recycling, Stabilizing, Paving, Spreading, Compacting and Rollers. Further, local dealers will be allowed to provide customer requested goods and services to complete the desired machine functionality.

John Deere Construction Retail Sales will also be offering Program Eligible machines to Sourcewell members in both the U.S. and Canada. "Program Eligible" opens the contract's machine eligibility to include Demonstration machines, Training Center machines and Marketing machines as defined below.

Program Eligible Criteria:
Never retailed,
Less than three years old for compact and mid-size machines,
Less than four years old for Production Class Equipment (Articulated Dump Trucks, 950 and larger size Dozers, 470 and larger size Excavators, 744 and larger size 4WD Loaders).

Program Eligible Pricing Model:

Original List - Contract Discount = Standard Contract Selling Price

Standard Contract Selling Price - Depreciation = Program Eligible Selling Price.

Depreciation varies based on age, hours, and machine type.

Depreciation is negotiated between dealer and customer.

Sourcewell Administration Fee will be paid on Standard Contract Selling Price."

4. Form P Question 9 response is amended as follows:
Replace the initial response with the following verbiage:
"The discount range varies from 17% to 44% off the manufacturer's published List prices."

5. Lastly, Form P Question 3 and Form A question 32 identify the John Deere sales branch in Canada as "John Deere Limited", the proper business name is "John Deere Canada ULC."

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Except as amended by this Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereof.

Sourcewell®

DocuSigned by:
x Jeremy Schwartz
Authorized Signature – **Signed**

By Jeremy Schwartz
Name – **Printed**

Title Director of Operations & Procurement/CPO

Date 3/12/2020 | 1:59 PM CDT

John Deere Construction Retail Sales

DocuSigned by:
x Richard Murga
Authorized Signature – **Signed**

By Richard Murga
Name – **Printed**

Title Account Manager, Fed & State

Date 3/12/2020 | 1:43 PM CDT

APPROVED:

Sourcewell®

DocuSigned by:
x Chad Coauette
Authorized Signature – **Signed**

By Chad Coauette
Name – **Printed**

Title Executive Director / CEO

Date 3/12/2020 | 2:08 PM CDT

DocuSign Envelope ID: 4DEF0B38-AC85-49FC-90D4-B19FBD91B13A

AMENDMENT #2
TO
SOURCEWELL CONTRACT #032119-JDC

This Amendment is by and between **Sourcewell** (Sourcewell) and **John Deere Construction Retail Sales, a division of John Deere Shared Services, Inc.** (Vendor).

Vendor was awarded a Sourcewell contract for Heavy Construction Equipment with Related Accessories, Attachments, and Supplies #032119-JDC (Original Contract). The parties agree that certain terms within the Original Contract will be amended as hereunder provided.

In consideration of the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.

2. Form P, Question 18, is modified to read that Vendor's Administrative Fee will be 0.50%.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

By: DocuSigned by: Jeremy Schwartz
Authc C0FD2A139D06489...

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 3/18/2020 | 3:25 PM CDT

John Deere Construction Retail Sales, a division of John Deere Shared Services, Inc.

By: DocuSigned by: Richard Murga
Authc B5FD5EFBEF6045A...

Richard Murga
Name – Printed

Title: Contract Administrator

Date: 3/18/2020 | 12:27 PM CDT

APPROVED:

By: DocuSigned by: Chad Coauette
Authc 7E42B8F817A64CC...

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 3/18/2020 | 5:05 PM CDT

DocuSign Envelope ID: A73FA430-23DD-4AAA-808C-C04C3B4AF1A5

AMENDMENT #3
TO
CONTRACT #032119-JDC

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **John Deere Construction Retail Sales, a division of John Deere Shared Services, Inc.** (Vendor).

Sourcewell awarded a contract to Vendor to provide Heavy Construction Equipment with Related Accessories, Attachments, and Supplies, effective May 13, 2019, through May 13, 2023 (Contract).

Vendor has notified Sourcewell that its name changed on October 31, 2022, from John Deere Shared Services, Inc., to John Deere Shared Services LLC, with an address of 400 East Court Avenue, Des Moines, Iowa 50309. Vendor is now requesting to change the name of the contract holder, and Sourcewell agrees to this change.

Except as amended above, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 12/20/2022 | 3:21 PM CST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette, Executive Director/CEO

Date: 12/20/2022 | 3:22 PM CST

John Deere Construction Retail Sales, a division of John Deere Shared Services, Inc.

DocuSigned by:
By: Mark Oliver
1CAF73242BB647F...
Mark Oliver

Title: Manager, Contract Sales

Date: 12/20/2022 | 3:08 PM CST

SOLE SOURCE JUSTIFICATION REQUEST

SOLE SOURCE VENDOR: Hardline Equipment

ADDRESS: P.O. Box 39, Henderson, CO. 80640 PHONE NO. 303-288-8989

ITEM TO BE PURCHASED: Two (2) Zaugg Robla Model 3000 Snow Blowers COST: $ 1,200,212

1. Check reasons for sole source request:

☐ **Proprietary**: The item is available only from a single source; the item is held under exclusive title, trademark, or copyright by a private person or company; a proprietary distributorship would also apply.

☑ **Emergency Purchase**: The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation, per City Code SLTCC § 3.45.070

☐ **Sole Source**: After solicitation of several sources, competition is determined inadequate or no other items are known to exist which perform the same function.

☐ **Federal Awards**: when purchasing goods or services with Federal Funds where the Federal awarding agency expressly authorizes noncompetitive proposals in response to a written request from the City. (attach authorization to this form)

☐ **Standardization**: The City requires the item(s) to standardize parts, design, quality, etc.
Explain: _____

Note: when using Federal Funds, you must have written authorization from the Federal Awarding agency if claiming sole source for Standardization purposes.

2. Describe the product or service and how it is unique or one-of-a-kind:
The Zaugg equipment is the preferred equipment for Streets/Snow Operations. It is necessary to order the equipment now to be delivered by Nov, 1, 2023.

3. Explain why the product/service is available from only one source and what avenues you pursued to confirm that this is factual. This equipment is manufactured by Zaugg in Switzerland and Hardline Equipment s the authorized dealer.

4. Can your requirements be modified to allow competitive products or services be used?
Explain: No. Snowblowers of this type are limited and only certain equipment meet City's requirements.

REQUESTOR NAME/ DEPARTMENT: Phil Hardwood/Jerry Heath/PW

DEPARTMENT HEAD SIGNATURE: Anush Nejad Digitally signed by Anush Nejad Date: 2023.03.01 05:11:48 -08'00' DATE: 3/1/23

FINANACE DEPT. [signature] DATE: Mar 2, 2023

CITY ATTORNEY SIGNATURE: Heather Stroud (Mar 2, 2023 09:25 PST) DATE: Mar 2, 2023

CITY MANAGER SIGNATURE: Joseph Irvin (Mar 2, 2023 13:27 PST) DATE: Mar 2, 2023

* Requests over $10,000 require **City Manager's** approval. Requests over $60,000 requires City Council's approval.

Zaugg_Sole-Source_Form

Final Audit Report 2023-03-02

Created:	2023-03-02
By:	Andra Burnam (aburnam@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI3qYnO3AX4SyUMPtwkJa124kZhV5fpGL

"Zaugg_Sole-Source_Form" History

Document digitally presigned by Anush Nejad (anejad@cityofslt.us)
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Document created by Andra Burnam (aburnam@cityofslt.us)
2023-03-02 - 4:07:08 PM GMT- IP address: 128.92.139.178

Document emailed to Olga Tikhomirova (otikhomirova@cityofslt.us) for signature
2023-03-02 - 4:09:52 PM GMT

Email viewed by Olga Tikhomirova (otikhomirova@cityofslt.us)
2023-03-02 - 4:58:40 PM GMT- IP address: 128.92.136.146

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Signature Date: 2023-03-02 - 4:59:49 PM GMT - Time Source: server- IP address: 128.92.136.146

Document emailed to Heather Stroud (hstroud@cityofslt.us) for signature
2023-03-02 - 4:59:50 PM GMT

Email viewed by Heather Stroud (hstroud@cityofslt.us)
2023-03-02 - 5:24:21 PM GMT- IP address: 128.92.136.146

Document e-signed by Heather Stroud (hstroud@cityofslt.us)
Signature Date: 2023-03-02 - 5:25:00 PM GMT - Time Source: server- IP address: 128.92.136.146

Document emailed to Joseph Irvin (jirvin@cityofslt.us) for signature
2023-03-02 - 5:25:02 PM GMT

Email viewed by Joseph Irvin (jirvin@cityofslt.us)
2023-03-02 - 6:46:50 PM GMT- IP address: 128.92.136.146

Document e-signed by Joseph Irvin (jirvin@cityofslt.us)
Signature Date: 2023-03-02 - 9:27:22 PM GMT - Time Source: server- IP address: 128.92.136.146

Adobe Acrobat Sign

Agreement completed.

2023-03-02 - 9:27:22 PM GMT

Adobe Acrobat Sign

REQUEST FOR QUOTES
QUOTATION INFORMATION

(To be completed by Designated Purchaser for each quote received)

□ Description of Request for Quotes (describe goods or services sought, including quantity, model number, color, size, delivery date requirements, freight charges, or any other charges): Zaugg-Rolba R3000 tractor with Automatic central lubrication added and the 120V preheater, shipping.

□ Date Quote Received: _02/23/23_____

□ Project Manager Name (name of person receiving quote): Phil Harwood_____

□ Company Name (name of company/vendor providing quote): Hardline Equipment

□ Quoted By (name of company/vendor representative providing quote): Russ Loomis_____

□ Quote Amount: $600,106 with Tax and shipping _____

□ Promised Delivery 120 Days _____

□ Eligible for Local Bidder Preference? (Y/N).

If yes, indicate quote amount, taking into consideration the 5% local bidder's discount:

After discount _____

□ Warranty (describe warranty quoted by vendor): One-year full coverage_____

□ Additional Information (provide additional information including: differentiation between good/service requested by City; good/service quoted by company/vendor; and provide any additional pertinent information relevant to the bid: _____

_____

Po Box 39
Henderson, Co. 80640

Phone: 303-288-8989
Fax: 303-288-8787
www.hardlineequipment.com

Proposal

Date	No.
2/23/2023	3284

Name / Address	Ship To
City of South Lake Tahoe Phil Harwood	

P.O. No.	Rep	VIN #	Body S/N #	Body Model #
	RL			3004

Item	Qty	U/M	Description	Rate	Amount
Snow & Ice	1	ea	ZAUGG-Rolba R3000_5 tractor 6 Cylinder 4 stroke Diesel engine Turbo charged with Intercooler 433 kW / 589 HP Make: Cummins, Type X15 Exhaust emission: EuroMot stage V -Battery main switch -Rear fog light -24/12V Converter -Onboard tools -Hinged motor cover -wheelbase 2900mm -Joystick operation Painting: Cabin and engine housing (standard): RAL 2011 orange Cabin- and engine housing frame: RAL 9006 white aluminum Chassis (under waterline) and dashboard : RAL 7016 anthrazit-grey Zulassung USA R3000 Hydraulic controls by Joystick w/ cabin lift 700mm R3000	508,321.00	508,321.00

Proposal Valid For 30 Days From Proposal Date

Total

HARDLINE EQUIPMENT
Po Box 39
Henderson, Co. 80640
Phone: 303-288-8989
Fax: 303-288-8787
www.hardlineequipment.com

Proposal

Date	No.
2/23/2023	3284

Name / Address	Ship To
City of South Lake Tahoe Phil Harwood	

P.O. No.	Rep	VIN #	Body S/N #	Body Model #
	RL			3004

Item	Qty	U/M	Description	Rate	Amount
			Spare wheel large winter tires - 385/65 R 22.5 Snow chains Alligator Plus for tires 365/80 R20 Driver's seat with 3-point harness, with air suspension by compressor. -Backrest tilt adjustment -Lumbar support mechanically -Longitudinal horizontal suspension lockable -Longitudinal adjustment 160 mm -Height adjustment 60 mm stepless (air assisted -Automatic weight adjustment (50-130kg) -Air suspension travel 100 mm -Low frequency suspension -Adjustable damper -Covering material fabric -adjustable in height and inclination -Armrests A 80 mm x 380 mm. Passenger seat without suspension - 2nd rotating beacon LED on cabin roof - Additional 2 working lights LED on cabin roof - Rear working light LED - Exterior mirrors, heated and electric adjustable 24V - Curbstone mirror left - NATO socket incl. retainer - Start assistance cable NATO, 5 m - Battery charger		

Proposal Valid For 30 Days From Proposal Date

Total

Po Box 39
Henderson, Co. 80640

Phone: 303-288-8989
Fax: 303-288-8787
www.hardlineequipment.com

Proposal

Date	No.
2/23/2023	3284

Name / Address	Ship To
City of South Lake Tahoe Phil Harwood	

P.O. No.	Rep	VIN #	Body S/N #	Body Model #
	RL			3004

Item	Qty	U/M	Description	Rate	Amount
			- Murphy Cummins control unit - Rearview camera complete with heated camera lens, cable and monitor - Chute AK600-2 mounted on high support, with direct ejection by turnable impeller housing left and right. - Snow Blower with standard cutters without side wings. - Overload safety device for impeller instead of standard execution with shear bolts - Overload safety device for cutter drums instead of standard execution with shear bolts - Steel cutting edge 2440 - Curbstone deflector kit - Hydraulic upper link for front tilting of blower head - Lateral inclination hydraulic Rolba - Snow cutter blade right necessary for full-width cutting at pass opening - Snow cutter blade left necessary for full-width cutting at pass opening - Auger monitoring with signal lamp		

Proposal Valid For 30 Days From Proposal Date

Total

Po Box 39
Henderson, Co. 80640

Phone: 303-288-8989
Fax: 303-288-8787
www.hardlineequipment.com

Proposal

Date	No.
2/23/2023	3284

Name / Address	Ship To
City of South Lake Tahoe Phil Harwood	

P.O. No.	Rep	VIN #	Body S/N #	Body Model #
	RL			3004

Item	Qty	U/M	Description	Rate	Amount
Snow & Ice	0	ea	External preheating	2,750.00	0.00
Snow & Ice	1	ea	Automatic central lubrication R3000	13,500.00	13,500.00
Snow & Ice	1	ea	Headlight, Turn Signal, Positions light on blower head - ADD $4,500.00	0.00	0.00
			Pricing subject to change with any fluctuation in exchange rates - Pricing figured at 1.00 CHF / 1.07 USD on 2/23/23		
Freight and Han...			Freight and Handling Switzerland direct to South Lake Tahoe (ESTIMATED)	30,000.00	30,000.00
			Sales Tax	0.00%	0.00

Proposal Valid For 30 Days From Proposal Date

Total $551,821.00

Thank you for your business. Sales Tax Notice: Hardline Equipment LLC will be collecting all Sales Taxes due unless Buyer provides exemption documentation acceptable to your jurisdiction. This includes, but not limited to, all affiliated Nexus interstate Sales Taxes for your specific state and jurisdiction. This is subject to change. If Sales Tax is not presented on this document Hardline Equipment reserves the right to collect and remit sales taxes to comply with your state and jurisdiction regulations. By receiving this document, you agree to the collection of Sales Taxes.

REQUEST FOR QUOTES
QUOTATION INFORMATION

(To be completed by Designated Purchaser for each quote received)

□ Description of Request for Quotes (describe goods or services sought, including quantity, model number, color, size, delivery date requirements, freight charges, or any other charges): Zaugg-Rolba R3000 tractor with Automatic central lubrication added and the 120V preheater, shipping.

□ Date Quote Received: _02/06/23_____

□ Project Manager Name (name of person receiving quote): Phil Harwood_____

□ Company Name (name of company/vendor providing quote): Boris Enterprises Ltd

□ Quoted By (name of company/vendor representative providing quote):Brent Dorion _____

□ Quote Amount: $604,165 with Tax and shipping _____

□ Promised Delivery 120 Days _____

□ Eligible for Local Bidder Preference? (Y/N).

If yes, indicate quote amount, taking into consideration the 5% local bidder's discount:

After discount _____

□ Warranty (describe warranty quoted by vendor): One-year full coverage_____

□ Additional Information (provide additional information including: differentiation between good/service requested by City; good/service quoted by company/vendor; and provide any additional pertinent information relevant to the bid: _____

_____

Boris Enterprises Ltd. (BEL)

QUOTE

To: Phil Hardwood

Address: 1700 D Street, City of South Lake Tahoe, CA, 96150

Date: February 6, 2023

Unit: Rolba Model 3000 (Cummins – Type X15, 6 Cylinder 4 stroke Diesel engine, Turbo charged with Intercooler 433kW / 589 HP)
Emissions: EuroMot Stage V
Price: $524,204.00USD + Freight (FOB Houston, TX) + Applicable Taxes
Included:

- Battery main switch
- Rear fog light
- 24/12V Converter
- On-board tools
- Hinged motor cover
- Wheelbase 2900mm
- Joystick operation

Painting:
Cabin and engine housing (standard) – RAL 2011 orange
Cabin and engine housing frame – RAL 9006 white aluminum
Chassis (under waterline) and dashboard – RAL 7016 anthrazit-grey

Zulassung USA R3000:

- Hydraulic controls by Joystick with CABIN LIFT 700mm R3000
- Spare wheel large winter tires 385/65 R 22.5
- Snow chains Alligator Plus for tyres 365/80 R20
- Driver's seat - 3-point harness with air suspension by compressor
- Backrest tilt adjustment
- Lumbar support mechanically
- Longitudinal horizontal suspension lockable
- Longitudinal adjustment 160 mm
- Height adjustment 60 mm stepless (air assisted)
- Automatic weight adjustment (50 – 130kg)
- Air suspension travel 100 mm
- Low frequency suspension
- Adjustable damper
- Covering material fabric

1805 Split Rail Place, Kelowna, BC, Canada, V1P 1R1
Phone: 250.491.2197

- Adjustable in height and inclination
- Armrests A 80 mm x 380 mm
- Heated
- Passenger seat – without suspension
- 2nd rotating beacon LED on cabin roof
- Additional 2 working lights LED on cabin roof
- Rear working light LED
- Outside rear mirrors left and right heated
- Curbstone mirror left
- NATO socket incl. retainer
- Start assistance cable NATO, 5 m
- Battery charger
- External preheating 120V
- Murphy Cummins control unit
- Chute AK600-2 mounted on high support with direct ejection by turnable impeller housing, left and right
- Snow Blower with standard cutters without side wings
- Overload safety device for impeller instead of standard execution with shear bolts
- Overload safety device for cutter drums instead of standard execution with shear bolts
- Steel cutting edge 2440 mm
- Curbstone deflector kit
- Hydraulic upper link for front tilting of blower head
- Lateral inclination hydraulic Rolba
- Snow cutter blade right necessary for full-width cutting at pass opening
- Snow cutter blade left necessary for full-width cutting at pass opening

NOTE:

1. Due to the current market situation, this quote is valid for 1 month. We also reserve the right to pass on any price changes to you.
2. Due to the current supply chain, we reserve the right to extend delivery dates in the event we do not receive necessary material in house in a timely manner.

Quote Valid for 30 Days from Quote Date
Pricing Subject to Change with any Fluctuation in Exchange Rates
(pricing based on 1.00 CHF/1.08 USD on 06FEB2023)

Best regards,

Brent Dorion
President
BEL Solutions
Email: Brent@BELsolutions.ca
Cell: 778.231.4577

Phillip Harwood

From: Brent Dorion <brent@belsolutions.ca>
Sent: Friday, February 24, 2023 1:30 PM
To: Phillip Harwood
Subject: RE: Rolba Quotes & Technical Sheet

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Phil,

The automatic lubrication system for the Rolba 3000 is $14,900.00 USD - factory installed. The Rolba 1500 will be landing in Huston, TX the second week of March 2023, and will not have the automatic lubrication system, however we can have a third-party company install an identical automatic lubrication system onsite for approximately the same price.

Transportation from the Port of Houston, TX - Rolba 1500 is $15,500.00 USD

Transportation from the Port of Houston, TX - Rolba 3000 is $16,450.00 USD

The quoted prices I sent you earlier are all FOB, Houston, TX

Brent Dorion
President
Boris Enterprises Ltd. (BEL)
Cell: 778-231-4577
Please consider the environment before printing this email ==========
This e-mail is intended only for the named recipient(s) and may contain information that is privileged and confidential. No waiver of privilege, confidence or otherwise is intended by virtue of communication via the internet. Any unauthorized use, dissemination or copying is strictly prohibited. If you have received this e-mail in error, or are not named as a recipient, please immediately notify the sender and destroy all copies of this e-mail.

-----Original Message-----
From: Phillip Harwood <pharwood@Cityofslt.us>
Sent: Thursday, February 23, 2023 3:03 PM
To: brent.dorion@icloud.com
Subject: RE: Rolba Quotes & Technical Sheet

Hi Brent

I will need an estimate for the automatic lubrication system and freight from Switzerland to South Lake Tahoe CA. 96150
Thank you.

-----Original Message-----
From: brent.dorion@icloud.com <brent.dorion@icloud.com>

Sent: Friday, February 17, 2023 9:52 AM
To: Phillip Harwood <pharwood@Cityofslt.us>
Subject: FW: Rolba Quotes & Technical Sheet

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Phil,

I tried to send along with the Rolba 1500 & 3000 model self-propelled quotes the specifications sheets. It looks like the email was too big to go through. If you need them, please let me know.

Brent Dorion
President
Boris Enterprises Ltd. (BEL)
Cell: 778-231-4577
Please consider the environment before printing this email ==========
This e-mail is intended only for the named recipient(s) and may contain information that is privileged and confidential. No waiver of privilege, confidence or otherwise is intended by virtue of communication via the internet. Any unauthorized use, dissemination or copying is strictly prohibited. If you have received this e-mail in error, or are not named as a recipient, please immediately notify the sender and destroy all copies of this e-mail.

This is a verified communication from the City of South Lake Tahoe. If you suspect that this message was not sent from a verified source, contact the City of South Lake Tahoe IT department at it@cityofslt.us

REQUEST FOR QUOTES
QUOTATION INFORMATION

(To be completed by Designated Purchaser for each quote received)

□ Description of Request for Quotes (describe goods or services sought, including quantity, model number, color, size, delivery date requirements, freight charges, or any other charges): Zaugg-Rolba R3000 tractor with Automatic central lubrication added and the 120V preheater, shipping.

□ Date Quote Received: _02/14/23_____

□ Project Manager Name (name of person receiving quote): Phil Harwood_____

□ Company Name (name of company/vendor providing quote): Northern Truck Equipment Corp

□ Quoted By (name of company/vendor representative providing quote):John Wartenbee _____

□ Quote Amount: $636,790 with Tax and shipping _____

□ Promised Delivery 120 Days _____

□ Eligible for Local Bidder Preference? (Y/N).

If yes, indicate quote amount, taking into consideration the 5% local bidder's discount:

After discount _____

□ Warranty (describe warranty quoted by vendor): One-year full coverage_____

□ Additional Information (provide additional information including: differentiation between good/service requested by City; good/service quoted by company/vendor; and provide any additional pertinent information relevant to the bid: _____

_____

Northern Truck Equipment Corp.

P. O. Box 563 – Sioux Falls, SD 57101-2435 – Phone (605) 543-5206 – Fax: (605) 543-5219
P. O. Box 130 – Rapid City, SD 57709-0130 – Phone (605) 341-8780 – Fax: (605) 341-8786
P. O. Box 9675 – Fargo, ND 58106-9675 – Phone (701) 281-1718 – Fax: (701) 281-1859

www.ntecorp.com
email: jwartenbee@ntecorp.com

"for over 86 years"

SALES ORDER

SF 375397

City Of South Lake Tahoe
1700 D Street
South Lake Tahoe, CA 96150

DATE 2-14-23
NAME Phil Hardwood
PHONE
Fax

WE PROPOSE TO FURNISH THE FOLLOWING FOR YOUR CONSIDERATION:

DELIVERY: To Be Determined **QUOTED F.O.B.** See Below **TERMS:** See Below

QUANTITY	DESCRIPTION	PRICE
1	One Only Model Rolba 3000 complete with the following:	
	• Cummins diesel engine type X15 433kW/589HP, 6 cylinders, 4 stoke,	
	• EuroMot Stage V	
	Cab:	
	• On-board computer	
	• Cruise control	
	• Voltage converter 24V-12V	
	• On-board tools	
	• Battery master-switch	
	• Rear fog light	
	• System error on display	
	Outside temperature display	
	Painting:	
	• Cabin and engine housing (standard) – RAL 2011 orange	
	• Cabin and engine housing frame – RAL 9006 white aluminum	
	• Chassis (under waterline) and dashboard – RAL 7016 anthrazit-grey	
	Plus Applicable Taxes	
	3% Fee For Credit Card Use	

QUOTATION FIRM FOR 10 DAYS

NORTHERN TRUCK EQUIPMENT CORP.

BY John T. Wartenbee

TITLE Vice President

We accept the above quotation as a firm order, subject to confirmation from NTEC.

Buyer
(Name of Individual, Company or Political Subdivision)

(Name and Title of Official)

Northern Truck Equipment Corp.

P. O. Box 563 – Sioux Falls, SD 57101-2435 – Phone (605) 543-5206 – Fax: (605) 543-5219
P. O. Box 130 – Rapid City, SD 57709-0130 – Phone (605) 341-8780 – Fax: (605) 341-8786
P. O. Box 9675 – Fargo, ND 58106-9675 – Phone (701) 281-1718 – Fax: (701) 281-1859

www.ntecorp.com
email: jwartenbee@ntecorp.com

"for over 86 years"

SALES ORDER

SF 375397

City Of South Lake Tahoe
1700 D Street
South Lake Tahoe, CA 96150

DATE
NAME
PHONE
Fax

WE PROPOSE TO FURNISH THE FOLLOWING FOR YOUR CONSIDERATION:

DELIVERY: To Be Determined **QUOTED F.O.B.** See Below **TERMS:** See Below

QUANTITY	DESCRIPTION	PRICE
	Zulassung USA R1500:	
	• Hydraulic controls by Joystick with CABIN LIFT 27.5" R3000	
	• Spare wheel large winter tire 385/65 R 22.5	
	• Snow chains Alligator Plus for tires 365/80 R20	
	• Driver's seat, 3-point harness with an air suspension by compressor	
	• Backrest tilt adjustment	
	• Lumbar support mechanically	
	• Longitudinal horizontal suspension lockable	
	• Longitudinal adjustment 6.29"	
	• Height adjustment 2.3" stepless (air assisted)	
	• Automatic weight adjustment (110 lb. – 286lb.)	
	• Air suspension travel 3.9"	
	• Low frequency suspension	
	• Adjustable damper	
	• Covering material fabric	
	• Adjustable in height and inclination	
	• Heated	
	• Passenger seat – without suspension	
	• 2nd. Rotating beacon LED on cabin roof	

QUOTATION FIRM FOR 10 DAYS

NORTHERN TRUCK EQUIPMENT CORP.

BY John T. Wartenbee

TITLE Vice President

We accept the above quotation as a firm order, subject to confirmation from NTEC.

Buyer
(Name of Individual, Company or Political Subdivision)

(Name and Title of Official)

Northern Truck Equipment Corp.

P. O. Box 563 – Sioux Falls, SD 57101-2435 – Phone (605) 543-5206 – Fax: (605) 543-5219
P. O. Box 130 – Rapid City, SD 57709-0130 – Phone (605) 341-8780 – Fax: (605) 341-8786
P. O. Box 9675 – Fargo, ND 58106-9675 – Phone (701) 281-1718 – Fax: (701) 281-1859

www.ntecorp.com
email: jwartenbee@ntecorp.com

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SALES ORDER

SF 375397

City Of South Lake Tahoe
1700 D Street
South Lake Tahoe, CA 96150

DATE
NAME
PHONE
Fax

WE PROPOSE TO FURNISH THE FOLLOWING FOR YOUR CONSIDERATION:

DELIVERY: To Be Determined **QUOTED F.O.B.** See Below **TERMS:** See Belo

QUANTITY	DESCRIPTION	PRICE
	• 2nd. Rotating beacon LED on cabin roof	
	• Rear working light LED	
	• Outside rear mirrors left and right heated	
	• Curbstone mirror left	
	• NATO socket incl. retainer	
	• Start assistance cable NATO	
	• Battery charger	
	• External preheating 120V	
	• Units	
	• Distance – miles	
	• Pressure – psi	
	• Temperature – Fahrenheit	
	• Murphy Cummins control unit	
	• Chute AK600-2 mounted on high support with direct ejection by turnable impeller housing, left and right	
	• Snow Blower with standard cutters without side wings	
	• Overload safety device for impeller instead of standard execution	
	• Overload safety device for cutter drums instead of standard	
	• Steel cutting edge - 96"	
	• Curbstone deflector kit	
	• Hydraulic upper link for front tilting of blower head	
	• Lateral inclination hydraulic Rolba	

QUOTATION FIRM FOR 10 DAYS

NORTHERN TRUCK EQUIPMENT CORP.

BY John T. Wartenbee

TITLE Vice President

We accept the above quotation as a firm order, subject to confirmation from NTEC.

Buyer
(Name of Individual, Company or Political Subdivision)

(Name and Title of Official)

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P. O. Box 130 – Rapid City, SD 57709-0130 – Phone (605) 341-8780 – Fax: (605) 341-8786
P. O. Box 9675 – Fargo, ND 58106-9675 – Phone (701) 281-1718 – Fax: (701) 281-1859

www.ntecorp.com
email: jwartenbee@ntecorp.com

"for over 86 years"

SALES ORDER

SF 375397

City Of South Lake Tahoe
1700 D Street
South Lake Tahoe, CA 96150

DATE
NAME
PHONE
Fax

WE PROPOSE TO FURNISH THE FOLLOWING FOR YOUR CONSIDERATION:

DELIVERY: To Be Determined **QUOTED F.O.B.** See Below **TERMS:** See Below

QUANTITY	DESCRIPTION	PRICE
	• Snow cutter blade right necessary for full-width cutting at pass	
	• Snow cutter blade left necessary for full-width cutting at the pass	
	Guarantee:	
	12 months, according to the General Conditions (Swiss Association of Machinery	
	General Conditions:	
	Delivery will be made according to the general conditions of contract for the supply of plant and machinery 2016, established by SWISSMEM, which you can find on www.??augg.swiss	
	Quote Valid for 30 Days from Quote Date	
	Pricing Subject to Change with and Fluctuation in Exchange Rates	
	(Pricing based on 1:00 CHF/1.08 USD on 06FEB2023)	
	Price: Rolba Model 3000 – $554,204.00 USD	
	FOB: Houston, TX – if the 1500 is transported from Houston to Denver, CO prior to receiving a purchase order first, then that addition freight will be applied to the purchase price.	
	All Taxes extra if applicable	
	Guarantee:	
	12 months, according to the General Conditions (Swiss Association of Machinery Manufacturers)	

QUOTATION FIRM FOR 10 DAYS

NORTHERN TRUCK EQUIPMENT CORP.

BY John T. Wartenbee

TITLE Vice President

We accept the above quotation as a firm order, subject to confirmation from NTEC.

Buyer
(Name of Individual, Company or Political Subdivision)

(Name and Title of Official)

REQUEST FOR QUOTES
QUOTATION INFORMATION

(To be completed by Designated Purchaser for each quote received)

□ Description of Request for Quotes (describe goods or services sought, including quantity, model number, color, size, delivery date requirements, freight charges, or any other charges): Zaugg-Rolba R3000 tractor with Automatic central lubrication added and the 120V preheater, shipping.

□ Date Quote Received: _02/17/23_____

□ Project Manager Name (name of person receiving quote): Phil Harwood_____

□ Company Name (name of company/vendor providing quote): Power Equipment Company

□ Quoted By (name of company/vendor representative providing quote): Andy Remmo_____

□ Quote Amount: $625,915 with Tax and shipping _____

□ Promised Delivery 120 Days _____

□ Eligible for Local Bidder Preference? (Y/N).

If yes, indicate quote amount, taking into consideration the 5% local bidder's discount:

After discount _____

□ Warranty (describe warranty quoted by vendor): One-year full coverage_____

□ Additional Information (provide additional information including: differentiation between good/service requested by City; good/service quoted by company/vendor; and provide any additional pertinent information relevant to the bid: _____

_____

POWER EQUIPMENT COMPANY

500 East 62nd Avenue
Denver, CO 80216
Tel: 800-883-9284
2/16/23
City of South Lake Tahoe
1700 D St.
South Lake Tahoe, CA
96150
Attn: Phil Harwood

I am please to present to you the following:

One Only Model Rolba 3000 complete with the following:

- Cummins diesel engine type X15 433kW/589HP, 6 cylinders, 4 stoke, turbo charged with intercooler.
- EuroMot Stage V

Included:

- Hinged motor cover
- Cruise control
- Voltage converter 24V-12V
- On-board tools
- Battery master-switch
- Rear fog light
- Joystick operation

Painting:

- Cabin and engine housing (standard) – RAL 2011 orange
- Cabin and engine housing frame – RAL 9006 white aluminum
- Chassis (under waterline) and dashboard – RAL 7016 anthrazit-grey

Zulassung USA R3000:

- Hydraulic controls by Joystick with CABIN LIFT 27.5" R3000
- Spare wheel large winter tire 385/65 R 22.5
- Snow chains Alligator Plus for tires 365/80 R20
- Driver's seat, 3-point harness with an air suspension by compressor
- Backrest tilt adjustment
- Lumbar support mechanically
- Longitudinal horizontal suspension lockable
- Longitudinal adjustment 6.29"
- Height adjustment 2.3" stepless (air assisted)
- Automatic weight adjustment (110 lb. – 286lb.)
- Air suspension travel 3.9"
- Low frequency suspension

POWER EQUIPMENT COMPANY

500 East 62nd Avenue
Denver, CO 80216
Tel: 800-883-9284

- Adjustable damper
- Covering material fabric
- Adjustable in height and inclination
- Heated
- Passenger seat – without suspension
- 2nd. Rotating beacon LED on cabin roof
- Rear working light LED
- Outside rear mirrors left and right heated
- Curbstone mirror left
- NATO socket incl. retainer
- Start assistance cable NATO
- Battery charger

- External preheating 120V
- Units
- Distance – miles
- Pressure – psi
- Temperature – Fahrenheit
- Murphy Cummins control unit
- Chute AK600-2 mounted on high support with direct ejection by turnable impeller housing, left and right
- Snow Blower with standard cutters without side wings
- Overload safety device for impeller instead of standard execution with shear bolts
- Overload safety device for cutter drums instead of standard execution with shear bolts
- Steel cutting edge - 96"
- Curbstone deflector kit
- Hydraulic upper link for front tilting of blower head
- Lateral inclination hydraulic Rolba
- Snow cutter blade right necessary for full-width cutting at pass opening
- Snow cutter blade left necessary for full-width cutting at the pass opening

NOTE:

1. Due to the current market situation, this quote is valid for 30 days. We also reserve the right to pass on any price changes to you.
2. Due to the current supply chain, we reserve the right to extend delivery dates in the event we do not receive necessary materials in house in a timely manner.

Guarantee:

12 months, according to the General Conditions (Swiss Association of Machinery Manufacturers)

General Conditions:

Delivery will be made according to the general conditions of contract for the supply of plant and machinery 2016, established by SWISSMEM, which you can find on www.??augg.swiss

500 East 62nd Avenue
Denver, CO 80216
Tel: 800-883-9284

Quote Valid for 30 Days from Quote Date
Pricing Subject to Change with and Fluctuation in Exchange Rates
(Pricing based on 1:00 CHF/1.08 USD on 06FEB2023)

Price: Rolba Model 3000 – $544,204.00 USD
FOB: Houston, TX – if the Rolba 3000 is transported from Houston to Denver, CO prior to receiving a purchase order first, then that addition freight will be applied to the purchase price.
All Taxes extra if applicable

Best Regards

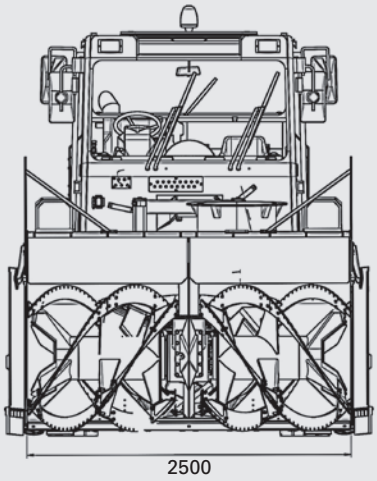
Andy Remmo
Municipal Sales manager
Power Equipment Co.
aremmo@power-equip.com
Cell: 1-303-961-8957

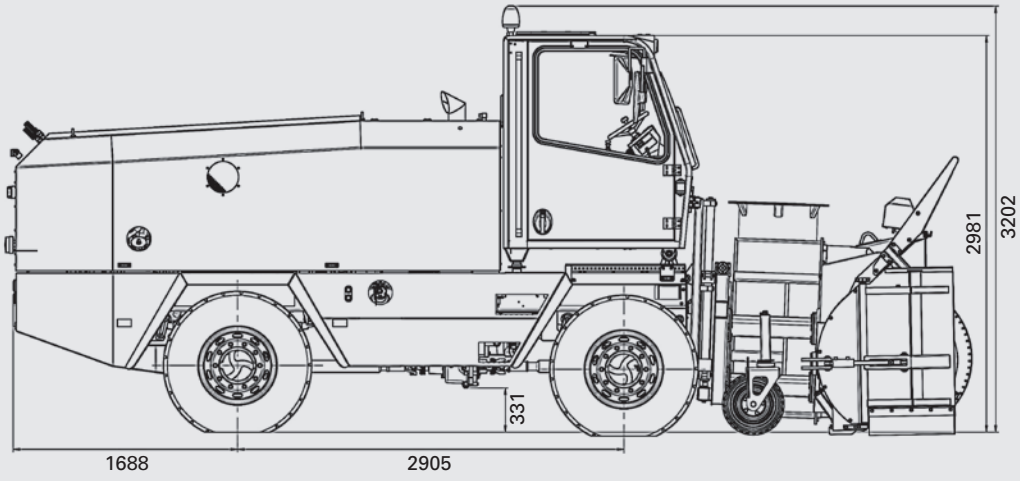
Specifications

ZAUGG AG EGGIWIL

ROLBA 3000

Self-propelled Snow Blower





Dimensions

Overall length	7 392 mm
Width	2 500 mm
Height (incl. rotating beacon)	3 200 mm
Wheelbase	2 900 mm
Track	1 780 mm
Outside turning radius, over wheels	5.96 m

Weight

GVW	approx. 11 500 kg

Engine

Engine Cummins QSX15
Euromot Stage IV, Tier 4(f) incl. particle filter
581 HP (433 kW)
2644 Nm @ 1400 min-1

Fuel tank, net volume	620 l
Electrical system	24 V
Battery	180 Ah

Powerful blower head

The optimal proportions between the cutter and impeller housing give all ROLBA snow blowers an enormous snow clearing capacity.

Drive system

Infinitely variable hydrostatic drive for the vehicle, automatically controlled by an electronic load-sensing system. 2-speed vehicle drive. Mechanical blower drive, 2-speed gearbox.

Hydraulic system

Hydrostatic drive: see above. Hydraulic system for controlling movement of the blower head. Also see steering and brakes below.

Driving speed

Working speed	0.3 to 40 km/h
Travel speed	50 km/h

Axles and steering

4-wheel drive: permanent front axle drive, rear axle as required. Differential lock on both axles. Selective hydrostatic steering: 4-wheel, front-wheel, rear-wheel or crab-steering.

Brakes

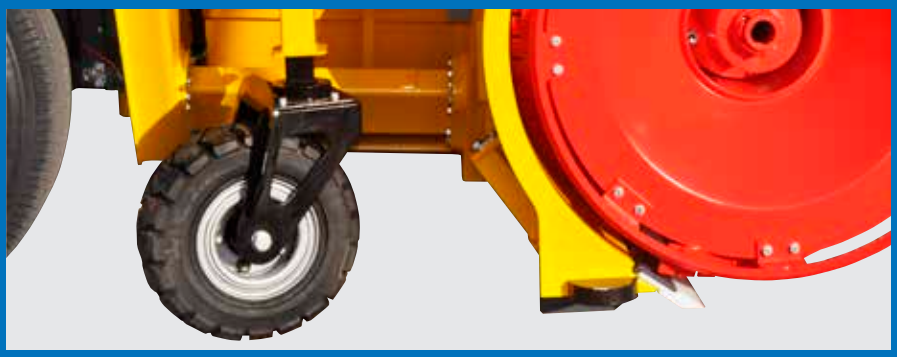
Hydraulic dual circuit braking system with wet disc brakes front and rear.
Continuous braking through hydrostatic drive. Parking brake on front axle.

Chassis

Welded rectangular steel tubing frame. Leaf spring suspension front and rear.
4 wheels with wide winter tyres 385/65 R 22.5.

Combination

The chute support offers a choice of direct tangential casting over long distances on either side or spot casting through the loading chute.



Castor wheels

For high-speed snow removal operations, especially at airports, castors and plastic scraper blades are often used to protect surfaces.

Cab and engine compartment

Comfortable, hydraulically suspended, soundproofed cab. Corrosion protection.
Two lockable doors with sliding windows.
Safety glass throughout. Electrically heated windscreen, side and rear windows and skylight.
Large heated rear view mirrors. Heater with multi-speed fan. Sun visors. Two-arm parallel windscreen wipers with wash system.
Fully adjustable suspension seat for operator comfort. Adjustable steering wheel.
Clearly and ergonomically arranged controls and instrumentation.
Temperature and fluid level gauges with audible alarms. Detachable, rotating beacon on cab roof. Tool kit.
Engine cover can be hydraulically raised or lowered.
Colour: orange (RAL 2011) or yellow (RAL 1004). Base colour: silver/grey.

ZAUGG-Rolba snow blower system

2-stage Rolba auger/impeller system controlled and operated by joystick.

Blower head:	
Clearing capacity	up to 5300 t/h
Clearing width	from 2500 to 3200 mm
Clearing height in one pass	1500 mm
Casting distance, infinitely variable (dep. on chute)	up to 50 m

Height adjustment:	
Vertical movement	–50 to +450 mm
Down pressure and front tilt	–160 mm

Side tilt	9° each side
Front tilt	5°
Chute rotation	left 45°/right 80°

Impeller with replaceable blades. Overload-protection: shear bolt protected auger and impeller.
Replaceable cutting blades in 2 sections.
Replaceable scraper blade in 3 sections.
Mechanically adjustable skid shoes.
Auger cover.

Options

- Various ejection chutes: chute combination for direct discharge, chute extension
- For blower head: automatic overload safety device instead of shear bolts
- Castor wheels for blower head (single or twin system)
- Side tilt lock
- Front tilt lock
- Side plates for a 3.2 m clearing width (only for blower head 2.5 m)
- Plastic scraper blades
- External electrical 110/220 V fluids preheating
- Stationary fluids preheating system by diesel fuel
- Snow chains; spare wheel
- Automatic central lubrication system
- Variable cab elevation +700 mm
- Fixed cab elevation +300 mm
- Hydraulic weight compensation for blower head
- Blower head width 2.6 m
- Blower head width 2.8 m
- Special anti-corrosive protection
- Battery charger 110/220 V
- Stationary cabin heater system by diesel fuel
- Miscellaneous working lights on the machine and on the blower head
- Rear view camera with 7″-monitor
- Cabin air conditioning
- Miscellaneous options on request

Subject to technical changes without notice.

2.2017 (3004)

ZAUGG AG EGGIWIL
Municipal Technology

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SUMMARY OF TERMS AND CONDITIONS

Date:	February 23, 2023
Lessee:	City of South Lake Tahoe ("Lessee")
Lessor:	Banc of America Public Capital Corp ("BAPCC")
Structure:	Lease Purchase with appropriation: Non-Bank Qualified
Amount:	Not to exceed: $3MM
Security:	A security interest in the equipment being financed
Interest Rate:	**5 -years: 4.099%** **This rate includes a 45- day rate lock** **If the transaction does not fund within 45 days, the rate is subject to change based on market conditions.**
Payments:	Pricing was based on payments semi-annual in arrears
Prepayment:	Pre-payable in full after half of the term on any regularly scheduled payment date without penalty.
Governmental Entity Lease:	The Base Rent installments are calculated on the assumptions, and Lessee will represent, that Lessee is a City or political subdivision of a City within the meaning of Section 103(c) of the Internal Revenue Code (the "Code"), and that this transaction will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code. Lessee shall provide Lessor with such evidence as Lessor may request to substantiate and maintain such tax status. Lessee shall comply with the filing requirements of Section 149(e) of the Code.

"Bank of America" is the marketing name used by certain Global Banking and Global Markets businesses of Bank of America Corporation. Lending, leasing, equipment finance and other commercial banking activities, and trading in certain financial instruments are performed globally by banking affiliates of Bank of America Corporation, including Bank of America, N.A., Member FDIC. Banc of America Public Capital Corp, a wholly-owned subsidiary of Bank of America, National Association, is not a municipal advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, with respect to any municipal financial product or issuance of municipal securities. The information provided in this document is not intended to be and should not be construed as "advice" with the meaning Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC.© 2019 Bank of America Corporation. All rights reserved.

End of Term: At the expiration of the Lease Term, Lessee will own the equipment.

Opinion of Counsel: Lessee's counsel shall deliver a validity opinion to Lessor at closing in form and substance satisfactory to Lessor. The opinion of counsel will cover that counsel has reviewed the documents and examined, approved and attached the text of the enabling resolution of Lessee's governing body authorizing Lessee to enter into the Lease.

Documentation: BAPCC has Non-Bank Qualified Standard documents that can be forwarded for review. An escrow account option is also available if desired.

Credit: Subject to acceptable documentation and credit review. This process can be done timely upon an award.

Market Disruption: Notwithstanding anything contained herein to the contrary, in the event any material change shall occur in the financial markets after the date of this Proposal Letter, including but not limited to any governmental action or other event which materially adversely affects the extension of credit by banks, leasing companies or other lending institutions, the Lessor may modify the indicative pricing.

USA Patriot Act Compliance: Lessee acknowledges that pursuant to the requirements of the USA Patriot Act, as amended from time to time (including as amended by the USA Freedom Act of 2015) (the "Patriot Act"), Lessor is required to obtain, verify and record information that identifies Lessee, which information includes the name and address of Lessee and other information that will allow Lessor to identify Lessee in accordance with the Patriot Act.

Performance Bond: A performance bond will be required if the proceeds are paid to a vendor or manufacturer prior to the delivery and acceptance of the asset. BAPCC will be listed as co-obligee on the performance bond.

Proposal Expiration: This proposal will expire on March 30, 2023

Resolution 2023-XXX

Adopted by the City of South Lake Tahoe
City Council

March 14, 2023

Authorizing 1) purchase of one (1) Trackless Snow Blower for Parks Maintenance for $167,680.54, from Shafer Equipment Company, Inc. of Sparks, NV through Houston Galveston Area Council (HGAC) Cooperative Agreement, 2) ordering of four (4) John Deer Graders for $2,168,360.76, from Pape Machinery, of Sparks, NV, through Sourcewell Cooperative Agreement; 3) ordering of two (2) Zaugg Rolba 3000 Snow Blowers for a total of $1,200,212 from Hardline Equipment of Henderson, CO, based on Emergency Purchase Sole-source Justification for Specialized Equipment, per City SLTCC § 3.45.070, and approving Fiscal Year 2022-2023 budget amendments

BACKGROUND

A. Snow Operations is one of the Core Services of the City of South Lake Tahoe.

B. The City currently have an aging equipment that is subject to continuous breakdown and repair. The equipment breakdown and repairs impede City's goal to meet the expected 12-hour snow clearance goals.

C. To improve the level of services for snow operations to residents and visitors of South Lake, Tahoe, additional equipment is needed. The equipment will be used by the Streets and Parks Maintenance staff to improve snow operations.

D. Funding for the purchase of the equipment will be secured through existing unallocated Snow Removal equipment 208 Fund Balance, in the amount of $300,000; Unencumbered Fund 208 budget in the amount of $103,500; Unencumbered Fund 210 Budget in the amount of $189,577; and Measure "S" Funds in the amount of $243,177.30. The balance of the funding in the amount of $2,700,000 will be financed.

E. The financing of $2,700,000 and final budget amendments will be considered by the City County at a future date.

F. This additional equipment is essential for the streets and parks maintenance divisions to improve the level of services for the residents and visitors.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Does hereby authorize the purchase of one (1) Trackless Snow Blower for Parks Maintenance for $167,680.54, including sales tax and freight, from Shafer Equipment Company, Inc. of Sparks, NV through Houston Galveston Area Council (HGAC) Cooperative Agreement.

2. Does hereby authorize ordering four (4) John Deer Graders at $542,090.19 each for a total of $2,168,360.76, including sales tax and freight, from Pape Machinery, of Sparks, NV, through Sourcewell Cooperative Agreement.

3. Does hereby authorize the ordering two (2) Zaugg Rolba 3000 Snow Blowers at $600,106 each for a total of $1,200,212, including sales tax and freight, from Hardline Equipment of Henderson, CO, based on Emergency Purchase sole-source justification for specialized equipment.

4. Does hereby authorize the following budget amendments to Fiscal year 2022-2023 budget:

Fund/Account	Description	REVENUE (Increase)/Decrease	EXPENSE Increase/(Decrease)
Measure S and Vehicle Replacement Fund 210			
210-03010-36374	Reduce transfer in from Measure S	189,577	
210-03010-46130	Reduce expenditures in Vehicles		(189,577)
102-01511-50004	Reduce transfer out to Vehicle Replacement		(189,577)
Measure S and Snow Removal Equipment Fund 208			
208-03610-36374	Increase transfer in from Measure S	(189,577)	
208-03610-36374	Increase transfer in from Measure S (additional)	(243,177)	
208-03610-46110	Increase expenditures in Machinery and Equipment		189,577
208-03610-46110	Increase expenditures in Machinery and Equipment (additional)		243,177
208-03610-46110	Increase expenditures from avail. Fund balance		300,000
102-01511-50058	Increase transfer out to Snow Removal Equipment		189,577

Adopted by the City of South Lake Tahoe City Council on March 14, 2023 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____

Cristi Creegan, 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.

Snow Operations Update and Proposed Enhancements

March 14, 2023

Mission Statement

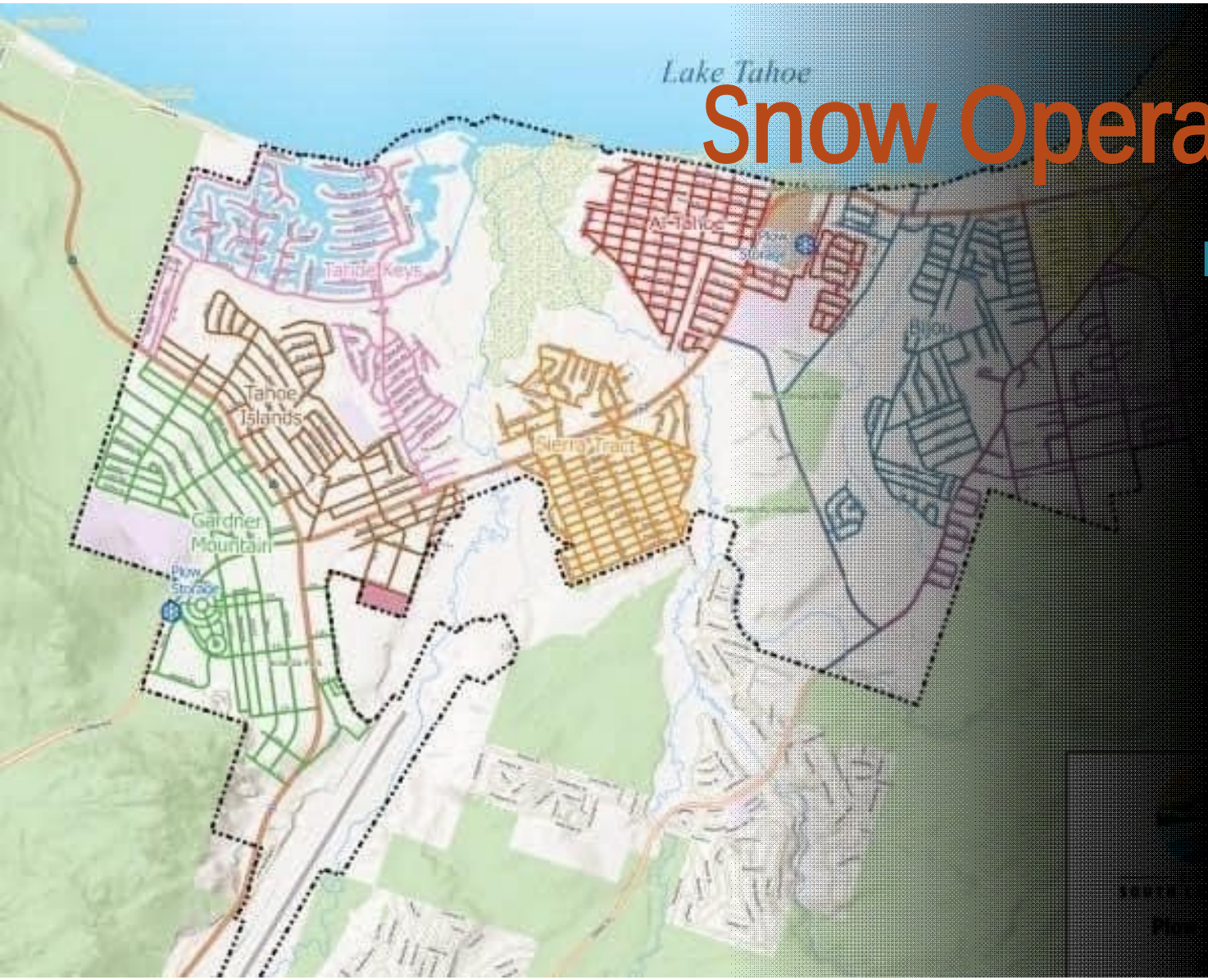
The mission of the City of South Lake Tahoe Public Works Department is to operate and maintain the transportation network while ensuring that the network functions as safely and efficiently as possible. During wind, snow, and ice events, the Public Works Department conducts sanding operations, snow removal operations, deicing, and selected road closures to mitigate hazardous traveling conditions and allow safer passage for vehicles, pedestrians, and bicyclists, to the extent possible.

Snow and Ice Removal Plan

City of South Lake Tahoe Department of Public Works

The purpose of this plan is to convey policy and operational procedures for snow and ice control on public streets under the jurisdiction of the City of South Lake Tahoe. This plan will provide a uniform approach to snow removal, priorities, and procedures to be used in removing the accumulation of snow and ice on City streets, rights of way, and public property

Snow Operations Zones



Eight Zones

Current Challenges With Snow Operations

- Goal of plowing all roads, trails, bike paths and sidewalks in one12-hour shift if often not achieved
- Limited Resources and Equipment
- Inability to hire seasonable workers to fill the required staffing
- Aging equipment that require continuous maintenance due to breakdowns
- Staff training

Improving Performance

- Increase staff with additional seasonal workers and assigning two (2) operators per zone during the evening shift and one (1) operator during the day shift. To increase the number of seasonable applicants, staff recommends hiring at MT V, Step 5, hourly rate for seasonal workers.
- The city crew will continue snow removal with two 12-hour shifts until all roads are substantially plowed.
- The City will strive to have all paved walkways, city-maintained sidewalks, and bicycle trails cleared within 12-hours post-storm. This work will be coordinated with the Street Division to avoid spillbacks. In addition, when necessary due to snow storage, snow will be hauled away and dumped at appropriate locations.
- The City will utilize more brine treatment to pre-treat local streets or post-treat after ice build-up to allow faster ice-clearing operations. This would require a dump truck (already in inventory) with a horizontal spray bar and brine tank to treat roadways at an accelerated rate. (Staff has purchased the spray bar and brine tank with the current equipment budget).
- Expand the outside contracting work for non-street operations to free up staffing for the proposed operational plan.
- Install Global Positioning Satellite (GPS) units on all snow operations equipment to collect management data to optimize plowing patterns and aid with training and response needs (GPS was approved with last year's budget, and installation is under-way).
- Utilize a rover operator to address issues as they arise during the storm or post-storm events if successful in hiring the intended seasonal workers.

Equipment Needs

- 16 graders to allow 2 operators per zone. Four new graders are needed.
- 8 blowers, one per zone, to reduces break-down. Two new snow blowers are needed.
- One smaller blower for the trails and bike paths.

Cost and Financing Breakdown

Four John Deer Graders at $542,090 each or $2,168,361.76

(Order Now)

Two Zaugg Snow Blowers at $600,106 each or $1,200,212.00

(Order Now)

One Trackless Snow Blower for Parks Maintenance for $167,680.54

(Purchase Now)

The total cost for the proposed equipment is $3,536,254.30

The purchase of this equipment can be financed as follows:

- Unallocated Snow Removal Equipment 208 Fund Balance: $300,000
- Unencumbered Fund 208 budget: $103,500
- Unencumbered fund 210 budget: $189,577
- Measure S Funds: $243,177.30
- Financed (to be finalized on 3/24/23): $2,700,000.00

Other Costs and Considerations

The GPS for the Snow Equipment was approved for 2022-23 budget and is currently being installed. GPS annual cost will be about $6,800 per year.

The Brine equipment and tank is $27,948 and was purchased with existing Streets Division budget.

Additional Seasonal staffing budget will be requested during annual budget approval. It is estimated an additional $102,350 will be required for additional seasonal workers and higher hourly rates.

Additional outside contracting will add approximately $102,000 to the existing contract annually. This budget will be requested during annual budget approval.

Public Works will be requesting one (1) additional Mechanic to address staff shortage and number of equipment that requires maintenance during annual budget request. This staffing size brings the number of fleet Division to 2017 level.

50% of the cost of equipment and snow operations staffing for Streets snow Operations will be reimbursed by the State.

Questions

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 14, 2023
Agenda Item #: 28

Agenda Item: Supplemental Residential Inclusionary Analysis

Executive Summary: Consistent with City Council direction provided at the January 24, 2023 meeting, a supplemental analysis was completed to further inform discussion about a potential inclusionary housing percentage and in-lieu fee. The supplemental analysis is being presented to City Council for further discussion.

Requested Action / Suggested Motions: Receive presentation and provide direction to staff regarding the establishment of an inclusionary housing percentage and in-lieu fee.
Responsible Staff Member: Zachary Thomas, Housing Manager

Responsible Staff Member: Zach Thomas, Housing Manager (530) 542-7400

Reviewed and Approved By:
Hilary Roverud, Director of Development Services
Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance
Heather Stroud, City Attorney

Attachments:

01-Staff Report - Supplemental.docx
02-Staff Report - Original Study.docx
03- Supplemental Nexus Analysis.pdf
04-Local Housing Funding Feasibility Study.pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: March 14, 2023

Title: Supplemental Residential Inclusionary Analysis

Location: City-wide

Responsible Staff Member: Zach Thomas, Housing Manager

Background: At its January 24, 2023 meeting, the City Council was presented the *Analysis of Local Funding Sources for Housing Initiates* report (Report) that analyzed eight different local discretionary funding sources that could provide revenue to fund the City's housing initiatives. Upon receiving the presentation, the Council provided direction to staff to conduct further stakeholder outreach on the potential implementation of a Transient Occupancy Tax (TOT) and a Real Estate Vacancy Tax. The Council also requested that additional nexus and feasibility analysis be completed to further inform discussion about a potential inclusionary housing percentage and in-lieu fee.

The original January 24th staff report is included as an attachment for background and additional information regarding the original Report.

Issue and Discussion: Consistent with direction from Council, a supplemental nexus and feasibility analysis was completed. This supplemental analysis provides information in addition to the Report presented to Council in January.

With the understanding that the prior Report provided a nexus analysis for typical (~$800,000) single-family homes and a nexus and feasibility analysis of high-end ($3.125 million) single-family home, this supplemental analysis provides a nexus and feasibility analysis for townhome ($500,000 per unit) style projects as well as a feasibility analysis for the typical single-family home prototype. Together, these two documents provide nexus and feasibility analysis for townhome style projects, typical single-family projects and high-end single-family projects.

The supplemental analysis taken together with the prior Report is intended to inform City Council discussion regarding the potential for establishing an appropriate inclusionary percentage and in-lieu fee.

The supplemental analysis concluded that the minimum inclusionary housing percentage that the Council might consider for townhome style development is 3.5 percent with an in-lieu fee amount of approximately $8,000 per market rate unit. Similarly, the Council might consider a minimum inclusionary housing percentage of 9 percent with an in-lieu fee amount of $15,000 applied to new typical single-family development. The prior Report also concluded that the minimum inclusionary hosing percentage that the Council might consider for high-end single-family projects is 12% with an in-lieu fee amount of $29,000 per market rate unit. These rates

would align with the estimated workforce housing demand induced by these types of new development and the equivalent in-lieu fee to fill the estimated local funding gap for development of affordable housing. Feasibility analysis indicates that these rates would likely be feasible and demonstrates potential for variable rates based on types of market rate projects.

Percentages discussed above are below the 15 percent inclusionary in-lieu fee that the City may enact under state law without review by the state Department of Housing and Community Development and requiring the City to demonstrate that the rate does not unduly hinder the financial feasibility of new development.

If the Council desired to adopt in-lieu fees that cover the full cost of delivering each required low-income unit, rather than just the likely local contribution required for matching grants, this could justify an in-lieu fee of up to $59,300 per market rate unit. However, based on the feasibility analysis, the only development type that could absorb this fee amount is high-end single-family development.

Staff recommends the City Council receive the presentation of the supplemental analysis and initiate discussion of the findings. This should be done for the purpose of providing further direction to staff as to the City Council's desired direction for establishing an inclusionary housing percentage and in-lieu fee. Specifically, the Council should provide direction to staff within the boundaries of these four parameters:

1) Should the City enact an inclusionary housing ordinance to include an in-lieu fee?
2) If so, what percent of new residential units should be required to be affordable and what type of development should it apply to? Should a different percentage apply to different development types?
3) What income level(s) should the required affordable units be restricted to?
4) Should the inclusionary housing in-lieu fee be based on the cost of providing necessary local contribution for matching grant funds or the full cost of constructing the required low-income housing?

Financial Implications: Under a noncompetitive funding process, the City received $150,000 in REAP grant funds to cover costs of the Analysis of Local Funding Source(s) for Housing Initiatives. The funds have already been awarded and Resolution 2021-056 authorized acceptance of REAP grant funds from the Sacramento Area Council of Governments (SACOG). Depending on the final consultant contract cost, additional staff time (up to $7,500) directly related to the proposed grant activities may be charged to the grant.

If the City adopts an inclusionary housing ordinance and in-lieu fee revenue for affordable housing projects and programs would be generated. The amount of revenue would vary widely based on the types of projects subject to the ordinance, the inclusionary percentage and the in-lieu fee rate.

Environmental Considerations: The recommendation in this report is not a project under CEQA, because it does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Sections 15378(b)(2) and 15378(b)(4) and is, therefore, not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3).

Policy Implications: The recommended action is consistent with the City Strategic Plan Action Item 1.3.5.

The recommended action is also consistent with the following adopted policies and programs:

City General Plan Housing Element

Presenting the Housing Initiatives Local Funding Source study for discussion by the City Council is consistent with pursuing the following Housing Element policies:

Policy 1-1 The City shall adopt programs, ordinances, incentives, land use plans and other regulatory mechanisms that provide opportunities for the private sector to address the housing needs of citizens of all economic levels.

Policy 2-5 The City recognizes 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 or rent housing in the City.

City of South Lake Tahoe
Report to **City Council**

Meeting Date: January 24, 2023

Title: Housing Initiatives Local Funding Source Study

Location: City-wide

Responsible Staff Member: Zach Thomas, Housing Manager

Background: Consistent with the City Council's adopted 2021-2026 Strategic Plan (Plan), a robust set of housing programs are underway to address the spectrum of housing needs within the City of South Lake Tahoe (City). In order to fund this broad-spectrum approach, the Plan identified the need to explore the feasibility of a local discretionary funding source as an action item. This opportunity is intended to enhance the existing housing programs being implemented by the City while evaluating the revenue generation potential of a new city-wide funding source.

This funding study and assessment of options is intended to provide elected officials, staff and community members, initial data and guidance for housing policy development and program implementation. This effort has resulted in a thorough analysis of funding options that could be generated from a broad range of sources to address housing needs. In addition, the study considers local, regional, and state administrative and legislative processes that may be required for implementation as well as alignment with best practices and efforts underway in other jurisdictions.

The study was funded by a non-competitive grant. On August 3, 2021 the City Council adopted Resolution 2021-56 authorizing acceptance of the Regional Early Action Planning (REAP) Grant. The grant scope of work included hiring a consultant to conduct an analysis of a local discretionary funding source.

At its May 3, 2022 meeting, the City Council authorized the City Manager to enter into a Professional Services Agreement (PSA) with BAE Urban Economics to conduct the study. BAE Urban Economics was recommended to the City Council after a Request for Proposals (RFP) process was conducted during the spring. In addition to scoring highest on the selection criteria outlined in the RFP, BAE staff are familiar with the Tahoe Region through their experience on affordable and workforce housing issues in Truckee and the North Tahoe region.

Issue and Discussion: The City currently operates robust and diverse housing programs, the highlights of which include: New construction of Sugar Pine Village, Lease to Locals Rental Incentive Program, HomeKey Properties Rehabilitation Program, Riverside Parcel Donation, First-Time Homebuyer Program Initiation, MFD and SRO Inspection Program, Housing Issues Reporting Hotline, Housing Element update and maintenance and general ongoing efforts to revised relevant ordinances and work with partner agencies to streamline development.

Currently, a significant amount of program efforts are funded by program income from repayment of past housing loans and non-competitive grants which are then used to secure high-value competitive grants. For example, to ensure the development of the Sugar Pine Village affordable housing project, the City has committed approximately $2.4 million which has been used to leverage and secure approximately $65 million in grants and outside funding sources. The project is now under development. However, without additional local funds, it can become increasingly difficult to continue to leverage the high-value outside funding sources needed to develop new housing.

In other instances, non-competitive grants are used to fund specific programs such as the Lease to Locals Rental Incentive Program and the HomeKey Properties Rehabilitation Program. While using non-competitive grant sources to fund highly beneficial local programs is an efficient use of outside funding, non-competitive grants are not consistently available, are limited to program specified uses, and cannot be considered a guaranteed source of local revenue.

A local funding source would support local control of funding while enhancing additional opportunities to leverage greater amounts of money from outside grants and funding programs. In addition, a local funding source would encourage more innovation to build diverse housing projects and programs to benefit the community. As such, the study was designed to explore a wide range of funding sources, analyze the estimated revenue potential of each source and assess the stakeholder impact.

Housing staff worked closely with the consultant to generate a report that reflects the unique nature and circumstances of the City of South Lake Tahoe. Local revenue generation is a sensitive topic and earnest attempts were made to analyze the impacts to all stakeholders. While thorough, the study is not intended to be exhaustive in nature but rather be consistent with the strategic plan and provide a menu of options for a local discretionary funding source for the City Council to explore. The potential revenue sources analyzed include:

- Transient Occupancy Tax (TOT)
- Real Estate Transfer Tax
- Sales and Use Tax
- Real Estate Vacancy Tax
- Payroll Expense Tax
- Employee Headcount Tax
- Affordable Housing In-lieu Fee (Inclusionary housing)
- Business Linkage Fee

The report is organized in an easy to read format intended to facilitate discussion at a policy level. While the report discusses the likely process for implementing each of the revenue generating methods, it by no means is intended to provide a complete road map for the typically complex nature of implementation. Should the Council wish to further explore the implementation process of source(s), further analyses, planning, stakeholder outreach and consultation would likely need to occur.

The study makes every attempt to be data driven both by using all applicable available data as well as performing financial feasibility testing to assess the extent to which new development can support the establishment of new housing in-lieu or business linkage fees. Financial market conditions can change, and no study can perfectly predict the precise outcome of the

funding source being explored. However, deliberate effort was made to account for the unique market forces impacting the City of South Lake Tahoe and the surrounding region and therefore provide a reliable study on which to base sound policy discussion.

Staff recommends the City Council receive the funding study presentation and initiate discussion of the findings presented in the study. This should be done for the purpose of providing further direction to staff as to the City Council's desired direction for establishing a local funding source for housing initiatives.

Financial Implications: Under a noncompetitive funding process, the City received $150,000 in REAP grant funds. The funds have already been awarded and Resolution 2021-056 authorized acceptance of REAP grant funds from the Sacramento Area Council of Governments (SACOG). Depending on the final consultant contract cost, additional staff time (up to $7,500) directly related to the proposed grant activities may be charged to the grant

Environmental Considerations: The recommendation in this report is not a project under CEQA, because it does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Sections 15378(b)(2) and 15378(b)(4) and is, therefore, not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3).

Policy Implications: The recommended action is consistent with the City Strategic Plan Action Item 1.3.5.

The recommended action is also consistent with the following adopted policies and programs:

City General Plan Housing Element

Presenting the Housing Initiatives Local Funding Source study for discussion by the City Council is consistent with pursuing the following Housing Element policies:

Policy 1-1 The City shall adopt programs, ordinances, incentives, land use plans and other regulatory mechanisms that provide opportunities for the private sector to address the housing needs of citizens of all economic levels.

Policy 2-5 The City recognizes 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 or rent housing in the City.

Final Memorandum

To: Hilary Roverud, Development Services Director, City of South Lake Tahoe
Zachary Thomas, Housing Manager, City of South Lake Tahoe
Jessica Wackenhut, Associate Housing Planner, City of South Lake Tahoe

From: Aaron Nousaine, MCRP, Principal, BAE Urban Economics

Date: March 2, 2023

Re: Supplemental Residential Nexus Analysis

The following memorandum reports key findings from a supplemental nexus analysis that identifies the minimum inclusionary housing percentage that would offset the impacts imposed by new townhome projects. This information is provided in addition to the nexus analysis and financial feasibility testing that was previously conducted as part of the *Analysis of Local Funding Source(s) for Housing Initiatives* report in January. This analysis is intended to help inform deliberations regarding an appropriate inclusionary housing percentage and in-lieu fee and should not be interpreted as legal direction recognizing that state law does not require establishment of an essential nexus. This memorandum provides a nexus analysis for townhome projects only, recognizing that the prior report provided nexus information for single-family development. The prior analysis, however, only included financial feasibility testing for high-end single-family projects; therefore, this memorandum provides additional feasibility analysis for townhomes projects and more typical single-family housing units.

Informational Townhome Nexus Analysis

An Informational Nexus for Townhomes

To provide a representative analysis illustrating the impact of new townhome development on demand for local workforce housing in South Lake Tahoe, BAE reviewed the available information on recently constructed and proposed new townhome developments in South Lake Tahoe and analyzed recent property tax assessment and real estate transactions data to identify the average value or price per square foot associated with recently built townhomes. Based on this analysis, BAE estimates that newly built duplex and related townhome units in South Lake Tahoe are typically around 1,200 square feet in size and may expect valuations of around $420 per square foot, which equals a market sale price of around $500,000 per unit. At this price point, the purchasing household would need an income of at least $125,000 per year, assuming a conventional loan with a 20 percent downpayment, as shown in Table 1.

Table 1: Household Income Required to Purchase a New Townhome in Lake Tahoe, 2022

Estimated Sale Price, New Units (a)	$500,000
Monthly Housing Cost, New units (b)	$3,142
Annual Housing Cots	$37,706
Household Income Required (c)	$125,685

Notes:
(a) Represents the estimated value of a newly constructed townhome in South Lake Tahoe as of 2022.
(b) Monthly ownership costs are based on the following assumptions:

Annual Interest Rate	6.6%
Loan Term (Years)	30 years
Down Payment (% of Sale Price)	20%
Property Tax (Annual)	1.0%
Homeowners Insurance (% of Sale Price)	0.4%

(c) Assumes that housing costs do not exceed 30 percent of household income.

Sources: ListSource; Local Mortgage Brokers; California Department of Insurance, Homeowners Premium Survey; BAE, 2023.

Table 2 reports the estimated induced employment generated by occupancy of new townhomes in South Lake Tahoe. The estimates were generated using the Impacts for Planning (IMPLAN) economic impact model. Due to the limited impacts per household, the analysis calculates impacts assuming a total of 100 households, then coverts the estimates to reflect the total impact per occupied housing unit. BAE estimates that occupancy of newly built townhomes may generate demand for approximately eight new jobs for every 100 occupied housing units, which reflects a jobs multiplier of 0.08 jobs per occupied housing unit. To the extent that these units are occupied less than full-time, the impacts would be reduced.

Table 2: Estimated Economic Impacts Per 100 New Townhomes

Impact Type	Employment	Labor Income	Value Added	Output
Direct	0.0	$0	$0	$0
Indirect	0.0	$0	$0	$0
Induced	7.7	$363,997	$656,892	$1,089,986
Total	**7.7**	**$363,997**	**$656,892**	**$1,089,986**
Per Job	*1.0*	*$47,089*	*$84,979*	*$141,006*
Per Unit	*0.08*	*$3,640*	*$6,569*	*$10,900*

Note:
(a) Based on estimated household spending associated with 100 households earning approximately $125,000 per year.

Sources: Impacts for Planning (IMPLAN) Economic Impact Model; BAE, 2023.

Table 3 further breaks down the induced jobs estimate reported in Table 2 by income level and converts jobs to workforce households based on the average number of workers per

household within each income category. Based on this data, occupancy of newly constructed townhomes likely generates demand for approximately one new workforce housing unit for every 20 or so new townhomes, which would translate to an inclusionary percentage of approximately 4.5 percent, or 3.5 percent excluding demand from higher-income households who can presumably secure adequate and affordable housing on the open market.

Table 3: Induced Employment and Workforce Housing Demand by Income Level

Household Income Level	Jobs (b)	Ave. Workers Per Household (c)	Est. Worker Households	*Per New unit*
Extremely Low (30% AMI)	0.3	1.1	0.3	*0.003*
Very Low (50% AMI)	0.5	1.3	0.4	*0.004*
Low (80% AMI)	1.2	1.5	0.8	*0.008*
Moderate (120% AMI)	1.8	1.7	1.0	*0.010*
MF Achievable (125% AMI)	0.1	1.8	0.1	*0.001*
SF Achievable (180% AMI)	1.3	1.8	0.7	*0.007*
Higher Income (>180% AMI)	2.4	1.9	1.3	*0.013*
Total, All Income Levels	**7.7**	**1.7**	**4.6**	*0.046*
Per New Unit	*0.08*	*0.02*	*0.046*	

Notes:
(a) Based on estimated household spending associated with 100 households earning approximately $125,000 per year.
(b) Based on the distribution of induced jobs industry sector, as reported by IMPLAN, combined with the distribution of workers by industry and household income, as reported in the Public Use Microdata Sample (PUMS) for the greater South Lake Tahoe area.
(c) Based on the distribution of workers by industry sector and household income level, as reported in the PUMS.

Sources: IMPLAN; U.S. Census Bureau, Public Use Microdata Sample (PUMS); BAE, 2023.

Table 4: Estimated Funding Gap and Equivalent In-Lieu Fee Amount *(a)*

Household Income Level	New Workforce *Housing Demand Per New Market Rate Unit* (b)	Estimated Cost Per Workforce Unit (c)		Equiv. In-Lieu Fee Per Market Rate Unit (d)
		Total Cost	Net Gap	
Extremely Low (30% AMI)	0.003	$825,227	$551,912	$1,733
Very Low (50% AMI)	0.004	$825,227	$489,556	$2,024
Low (80% AMI)	0.008	$825,227	$395,346	$3,277
Moderate (120% AMI)	0.010	$450,000	$58,805	$605
MF Achievable (125% AMI)	0.001	$450,000	$41,693	$31
SF Achievable (180% AMI)	0.007	$642,500	$20,200	$147
Total, All Income Levels (e)	**0.034**			**$7,817**

Notes:
(a) Based on estimated household spending associated with households earning approximately $125,000 per year.
(b) Represents the estimated new workforce housing demand by income level generated by household spending associated with a newly constructed townhome unit, excluding higher income (>180% of AMI) households.
(c) Reflects the estimated total cost and net financing gap associated with providing housing at each income level. Housing targeted for occupancy at 80 percent of AMI or below is assumed to be new construction funded using state and federal tax credits. Housing occupied by households in the moderate-income (81-120 percent of AMI) and multifamily achievable (121-125 percent of AMI) income categories is assumed to be newly constructed market rate multifamily rental housing. Housing occupied by households in the single-family achievable (126-180 percent of AMI) income category is assumed to be existing single-family resale inventory.

Sources: IMPLAN; U.S. Census Bureau, Public Use Microdata Sample (PUMS); BAE, 2022.

Revenue Generation Potential

Based on the nexus analysis above, BAE recommends that the minimum inclusionary housing percentage that the City might consider for townhome development is 3.5 percent. Note that state law permits establishment of an inclusionary housing percentage of up to 15 percent without HCD review. Based on the calculations presented in Table 4 on the prior page, the City should consider setting in-lieu fee amounts of not less than $7,800 per townhome unit, which is the minimum that the City should consider to ensure that new developments offset their estimated impacts. If the City were to set an inclusionary requirement at 15 percent, a fee of up to roughly $59,000 may also be justifiable (i.e., 15 percent of $395,000, which is equal to the net financing gap for multifamily rental units affordable to low-income households).

Financial Feasibility Testing

The following section summarizes key assumptions and findings from financial feasibility testing for new residential townhome and median priced single-family development.

Prototype Specification

The first step in conducting a financial feasibility test is to define the type of development being modelled. The following summarizes the rough characteristics of each prototype.

Townhome Prototype

The townhome prototype analyzed for this research is primarily based on units constructed in 2020 on Pioneer Trail. That project consisted of four duplex buildings with eight total units constructed on approximately 0.6 of an acre. The units are approximately 1,200 square feet each, on average, and include a one-car garage. Research on current assessed values and sale prices for similarly sized units in South Lake Tahoe indicate a market sale price of roughly $420 per square foot, which would translate to an assumed sale price of $500,000 per unit.

Single-Family Prototype

The single-family prototype analyzed here is reflective of a median priced newly constructed single-family home. The nexus analysis for this prototype was included as part of the prior research report. The prototype is assumed to be 2,000 square feet, with three full bedrooms, and is built on 0.15 of an acre. Due to the larger size, the single-family prototype is assumed to have a lower value per square foot at roughly $400, for an assumed sale price of roughly $800,000.

Development Cost Assumptions

BAE estimated development costs for each prototype based upon information collected from a variety of sources including research conducted by BAE for other similar projects and key stakeholder interviews, as well as published secondary sources like RS Means. The development costs reported in Exhibit B3, which form the basis for the proformas, represent the middle- to high-end range of comparable costs, meaning that the cost estimates are likely

to be conservative and, if anything, overstate the likely costs of development. Key components of the total estimated development cost include:

Site Preparation Costs

Site preparation costs include costs associated with grading, utility connections, paving and surface parking, and landscaping, among other items. Based on feedback from local developers and real estate professionals active in the greater Lake Tahoe region, this analysis assumes a site preparation cost of eight dollars per site square foot. It should be noted that this analysis assumes the sites to be vacant and relatively flat. This analysis also assumes that all necessary infrastructure is in place to service the prototypes.

Land Use Commodity Acquisition

Projects proposed for development within the Lake Tahoe Basin must acquire necessary land use commodities issued and managed by the Tahoe Regional Planning Agency (TRPA). These include development rights (i.e., residential units of use or RUUs, etc.), site coverage, etc. The proformas assume that new development will have to acquire necessary development rights and coverage at full market value, without use of multipliers, or reuse of existing rights. However, in many cases, one-off residential developments are able to take advantage of existing development rights and coverage that are tied to the property and must wait for one of the necessary annual residential development allocations. The townhome project is assumed to have four development rights, plus coverage, available on the site, with the builder acquiring four additional RUUs. Pricing for development rights is based on an appraisal conducted by the City of South Lake Tahoe in April 2020.

Planning, Building and other Permit Fees.

Assumed costs associated with building permit, inspection, and impact fees were provided by City staff. Information on water and sewer connection fees was provided by the South Tahoe Public Utility District (STPUD). Fees charged by TRPA were excluded from the analysis at the request of City staff due to extreme variability.

Soft Development Costs

Soft costs include architecture, engineering, some permit and plan check fees, pre-entitlement costs such as preparation of necessary studies and Environmental Impact Reports, legal costs, permanent financing costs, and miscellaneous developer overhead costs, among others. For all five prototypes, soft costs are estimated at 15 percent of hard costs for the single-family prototype and 20 percent of hard costs for the townhome prototype.

Hard Construction Costs

Hard costs primarily include labor and materials costs and are based both on RS Means and on BAE's experience with comparable recent projects constructed within the Tahoe region.

Developer Profit

Measured as a percentage of total development costs, developers typically seek a gross profit of 20 percent of gross sales for townhome and single-family developments.

Financing Costs

In terms of construction financing costs for real estate projects, this analysis assumes a 65 percent loan-to-cost ratio, and a 7.0 percent annual interest rate over a 12-month period.

Land Acquisition and land residuals

The proformas presented in this analysis do not include a land cost. Instead, the tables are structured with an assumed developer return and solve for the "land residual" as the bottom-line measure of feasibility after accounting for all other costs and developer profit. Based on a review of recent land sales and current listings for residentially zoned land, BAE assumes a target land residual value of at least one million dollars per acre for both prototypes as an indicator of likely financial feasibility.

Feasibility Results

Overall, the financial feasibility testing exercise found that both the more typical single-family project and the townhome project were financial feasible under current market conditions. The projects likely have some capacity to absorb an additional in-lieu fee burden at the lower levels indicated to be justifiable based on the nexus analysis (i.e., roughly $8,000 per townhome unit and $15,000 per average single-family unit). Under current market conditions, it is unlikely that either project could absorb the higher-end in-lieu fee amount of $59,000 per market rate unit (i.e., 15 percent of $395,000, which is equal to the net financing gap for multifamily rental units affordable to low-income households). However, economic theory indicates that imposition of additional fees and costs should, over time, result in an adjustment in land prices such that future projects could absorb construction costs as well as imposition of additional fees, though such adjustments can take many years to be realized.

Table 5: Single-Family Proforma Financial Model

Development Program Assumptions		
Lot Size (acres/sf)	0.15	6,534
Residential Unit Type	Res. sf	
AVG SFR	2,000	
Residential Gross Area (sf)	2,000	
Sales Transaction Costs as % of Sale Price	1.0%	
Financing		
Loan to Cost Ratio	65%	
Initial Construction Loan Fee (points)	1.0%	
Interest Rate	7.00%	

Cost and Income Assumptions	
Construction	
Site Preparation Costs (per site sf)	$8
Residential Hard Costs (per sf)	$195
Soft Costs (% of Hard Costs)	15%
Value (per sf)	$405
Financing Costs	
Interest on Construction Loan	$14,531
Points on Construction Loan	$3,774
Subtotal Financing Costs	**$18,305**
Period of Initial Loan (Months)	12
Draw down Factor	55%
Total Hard + Soft Costs	$580,659
Total Loan Amount	$377,429
Builder Fee	5%

Development Cost Analysis	
Fees and Exactions	
Land Use Commodities Cost (a)	$0
Linkage Fees	$0
Development Costs	
Site Prep Costs	$52,272
Residential Hard Costs	$390,000
Permit and Impact Fees	$72,047
Soft Costs	$66,341
Subtotal Construction Costs	**$580,659**
Financing	**$18,305**
Total Project Costs	**$598,965**

Residual Land Value Analysis	
Revenues	
Residential Sales Revenue	$810,000
Less Transaction Costs	($8,100)
Total Project Value	**$801,900**
Less Total Project Costs	$598,965
Less Builder Fee	$40,500
Residual Land Value	**$162,435**
Residual Land Value/Acre	$1,082,902

Note:
(a) The value associated with acquiring one residential development right and required coverage is assumed to be included in the price of the land. Under this scenario, the builder/property owner is assumed to receive a development allocation directly from TRPA.

Source: BAE, 2023.

Table 6: Townhome Proforma Financial Model

Development Program		
Site Size (Acres / Sq. Ft.)	0.60	26,136
Net Density (Dwelling Units/Acre)		13
Gross Building Size (Sq. Ft.)		10,680
Building Height (Stories)		1
Site Utilization Factor		40.9%
Floor Area Ratio (Floor Area/Site Size)		0.41
Construction Type		Type 5 - Wood
Townhome Detail	**8**	**1,200**
Garage Space (Sq. Ft. Per Unit)		135
Gross Residential Square Feet		**10,680**

Cost and Income Assumptions		
Construction		
Site Work Per Site Sq. Ft.		$8
Hard Cost Per Gross Bldg. Sq. Ft.		$195
Garage Parking Costs ($ sq. ft.)		$125
Inclusionary In-Lieu Fee, Per Unit		$0
Soft Costs (% of Hard Costs)		20.0%
Developer Profit (% of Hard and Soft Costs)		15.0%
Operations	Per Sq. Ft.	/ Per Unit
Market Rate Residential Sale Price	$420	$504,000
Affordable Housing Sale Price	NA	NA
Marketing Costs (% of Sale Price)		2.0%
Financing		
Loan-to-Cost Ratio		65.0%
Loan Fee (Points)		1.0%
Interest Rate		7.0%
Loan Period (Months)		12
Draw down Factor		65.0%
Total Loan Amount		$1,767,341

Development Cost Analysis		
Development Costs		
Site Work	$209,088	
Residential Hard Cost	$1,872,000	
Garage Costs	$16,875	
Land Commodities/Entitlements	$90,000	(a)
Impact & Permitting Fees	$114,805	
Linkage Fee	$0	
Soft Costs	$416,218	
Subtotal Dev. Costs	**$2,718,986**	
Cost Per Unit	$339,873	
Developer Profit	**$407,848**	
Financing		
Interest on Construction Loan	$80,414	
Points on Construction Loan	$17,673	
Subtotal Financing Costs	**$98,087**	
Total Project Costs,	**$3,224,921**	
Cost Per Unit	$403,115	
Cost Per Gross Sq. Ft.	$302	

Feasibility Analysis	
Revenue	
Gross Sales Revenue	$4,032,000
Less Marketing Costs	($80,640)
Less Total Project Costs	($3,224,921)
Residual Land Value	**$726,439**
Project Value per Unit	*$90,805*
Residual Land Value/Acre	*$1,210,731*

Note:
(a) The value associated with acquiring the first four residential development rights and required coverage is assumed to be included in the price of the land. Under this scenario, the builder/property owner is assumed to pursue four development allocations from TRPA and acquires the remaining four residential units of use (RUUs) on the open market.

Source: BAE, 2023.

Analysis of Local Funding Source(s) for Housing Initiatives

Prepared for the City of South Lake Tahoe

January 13, 2023

January 13, 2023

Hilary Roverud, Development Services Director
Zachary Thomas, Housing Manager
Jessica Wackenhut, Associate Housing Planner
City of South Lake Tahoe
1052 Tata Lane
South Lake Tahoe, CA 96150

Dear Director Roverud:

We are pleased to provide the attached *Analysis of Local Funding Source(s) for Housing Initiatives*, prepared on behalf of the City of South Lake Tahoe. It has been a pleasure working with you and your staff on this important initiative.

We look forward continue working with the City of South Lake Tahoe to further understand the extent to which the funding sources analyzed here may assist the community in meeting its urgent community and housing needs.

If you have any questions or concerns, please do not hesitate to contact me by email at aaronnousaine@bae1.com or by phone at (530) 574-9285.

Sincerely,

Aaron Nousaine
Principal

BAE Urban Economics
13170 Stockholm Way
Truckee, CA 96161

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EXECUTIVE SUMMARY

The City of South Lake Tahoe is considering possibilities for establishing locally controlled, dedicated, and permanent funding sources that can be used to advance new programs and projects with the intent of making a meaningful impact on the state of the housing crisis. The local housing funding study report provides an overview of seven different potential local funding sources, including revenue generation potential, procedures for establishing each funding source, and a high-level assessment of potential impacts to stakeholders.

The funding sources considered for this research include five special taxes, including increases to existing rates for transient occupancy tax (TOT), real estate transfer tax, and sales and use tax. The analysis also considers the creation of new vacant real estate taxes, including for both residential and non-residential uses, as well as alternative business tax and license fee structures, including a business payroll expense tax and an employee headcount tax. In addition, the analysis also evaluates the potential for an inclusionary housing in-lieu fee and commercial linkage fee that may be imposed on new development projects, including consideration of the impact of such fees on the financial feasibility of new development.

The 2022-2027 Housing Element of the General Plan functions as the community's main strategic planning document for housing and outlines a variety of policies and programs that the City is committed to implementing. The cost associated with implementing the programs and actions may be covered in a variety of ways, including the use of General Fund revenues, special tax revenues, and one-time grand funding, among other approaches. According to City staff, there are seven categories of housing programs and actions that would benefit from creation of dedicated local funding sources with a total annual funding need of $3.35 million.

Exhibit A on the following pages provides a summary of key information pertaining to each of the potential funding sources evaluated as part of this research.

Exhibit 1: Summary of Potential Funding Sources (Page 1 of 2)

Funding Source Type	Voter Approval?	Existing Taxes in Nearby Jurisdictions	Evaluated Change	Revenue Generation	Stakeholder Impacts
Transient Occupancy Tax (TOT)	General - Simple Majority; Special - 2/3rds Majority	Placer County - 10% South Lake Tahoe 12%-14% El Dorado County - 14% Douglas County - 14%	2% Rate Increase	$2.8-$3.3 million per year	Overnight Visitors; Accommodations Providers
Real Estate Transfer Tax	Charter Cities Only; General - Simple Majority; Special - Not Authorized Under Prop. 13	$1.10 per $1,000 of assessed value, split betw een South Lake Tahoe and El Dorado County	Variable Rates Up To $15 per $1,000 of Assessed Value	Residential Uses - $164,340 (at existing $0.55 rate) to $4.5 million (at $15 per $1,000) Non-Residential Uses - $5,572 (at existing $0.55 rate) to $151,959 (at $15 per $1,000)	Buyers and sellers of real property; low er-income buyers (if not assumed by seller, as this is negotiable)
Sales and Use Tax	General - Simple Majority; Special - 2/3rds Majority	South Lake Tahoe - 8.75% Tow n of Truckee - 8.75% El Dorado County - 7.25% Placer County - 7.25% Carson City - 7.6% Douglas County - 7.1% Washoe County - 8.27%	0.5% Rate Increase	$2.5 Million Per Year	Low er-income resident households purchasing goods in South Lake Tahoe
Real Estate Vacancy Tax	Special - 2/3rds Majority; General Tax Authority Unsetttled Under Prop 218	Residential Vancouver - 3% of Ass. Value Oakland - $3,000 Flat Berkeley - $3,000 Flat on SFR $6,000 Flat on MFR San Francisco - $2,500 to $5,000 Flat; Escallates Commercial Oakland - $6,000 Flat San Francisco - $250 Per Linear Foot of Frontage; Escalates	Residential $3,000 Per Unit Held Vacant for Seasonal or Occasional Use Commercial $1,000 to $10,000 per 1,000 Square Feet of Gross Leasable Area	Residential $11.4 Million Per Year Commercial $335,000 to $3.4 Million Per Year	Residential Second Home Ow ners; Short-Term Rental Ow ners/ Managers; Other Ow ners of Seasonal Use Property Commercial Ow ners and Lessee's of Commercial Property

- Continued on Next Page -

Source: BAE, 2022

Exhibit 1: Summary of Potential Funding Sources (Page 2 of 2)

Funding Source Type	Voter Approval?	Existing Taxes in Nearby Jurisdictions	Evaluated Change	Revenue Generation	Stakeholder Impacts
Alternative Business Taxes	General - Simple Majority; Special - 2/3rds Majority	San Francisco - 0.38 Percent on Pay Santa Clara - $45 per employee and $15 per rental unit	Payroll Expense Tax 0.1 to 1.0 percent Employee Headcount Tax $25 to $75 Per Employee	Payroll Expense Tax $474,808 to $4.8 million Per year Employee Headcount Tax $238,125 to $714,375 Per Year	Business Owners and Operators; Employees
Inclusionary Housing In-Lieu Fee	Council Legislative Action; Voter Approval Not Required	Placer County - $2.45 Per Habitable Square Foot of Market Rate Town of Truckee - $134,413 Per Affordable Unit Required	Up to $59,000 Per Market Rate Unit Proposed; Does Not Limit Feasibility	Up to Between $1.2 and $1.5 Million Per Year (Applied to All New SFR Units); or $177,000 per Year (Applied to 5k SF Units)	Residential Real Estate Developers, Buyers, and Occupants
Commercial Linkage Fee	Council Legislative Action; Voter Approval Not Required	Placer County - $2.45 Per Habitable Square Foot of Market Rate Town of Truckee - $134,413 Per Affordable Unit Required	Retail/Restaurant Up to $239 Per Square Foot; Only Marginally Feasible at up to $9.38 Hotel/Motel Up to $99 Per Square Foot; Only Feasible at $5.00 per square foot with full retail linkage fee	Retail/Restaurant $1.8 Million at $90 per Leasable Square Foot for High-End Retail Projects; Up to $5.2 million for High-End Tourist Mixed-Use When Combined with Hotel Fee Hotel/Motel Up to $5.2 Million at $44 for Tourist Mixed-Use	Non-Residential Real Estate Developers, Buyers, and Occupants

Source: BAE, 2022

INTRODUCTION

The availability and affordability of housing for full-time residents and workers within the greater Lake Tahoe region has been an issue of increasing urgency for many years. The recent impacts of the Coronavirus pandemic have stretched many to a breaking point, with businesses struggling to remain in business/provide adequate services under the combined weight of housing induced worker shortages, supply chain disruptions, and increasing inflation. Recognizing these drivers, along with concern for the wellbeing of the community, the City of South Lake Tahoe is considering possibilities for establishing locally controlled, dedicated, and permanent funding sources that can be used to advance new programs and projects with the intent of making a meaningful impact on the state of the housing crisis.

The following report provides an overview of seven different potential local funding sources, including five special taxes, including increases to existing rates for transient occupancy tax (TOT), real estate transfer tax, and sales and use tax. The analysis also considers the creation of new vacant real estate taxes, including for both residential and non-residential uses, as well as alternative business tax and license fee structures, including a business payroll expense tax and an employee headcount tax. In addition to these seven special tax categories, the analysis also evaluates the potential for establishing an inclusionary housing in-lieu fee and commercial linkage fee that may be imposed on new development projects, including consideration of the impact of such fees on the financial feasibility of new development.

Please note that the revenue generation estimates provided in this report are point-in-time estimates, representing estimated revenue generation in a single given year versus over time. They are based on specific assumptions regarding tax rates and economic conditions. As a result, the figures presented in this report should be interpreted with caution. In addition to providing estimates of potential revenue generation, this memo also outlines key considerations for establishing or increasing each funding source, such as voter approval requirements. The evaluation also identifies stakeholder groups likely to be impacted by implementation of each funding source, such as property owners or businesses.

Projected Revenue Requirements

The City of South Lake Tahoe published the draft 2022-2027 Housing Element in December 2021, which was found in compliance with applicable state law by the California Department of Housing and Community Development (HCD) in August of 2022. The Housing Element of the General Plan functions as the community's main strategic planning document for housing and outlines a variety of policies and programs that the City is committed to implementing through 2027. The cost associated with implementing the programs and actions outlined in the Housing Element may be covered in a variety of ways, including the use of General Fund revenues, special tax revenues, and one-time grand funding, among other approaches.

According to City staff, there are seven categories of housing programs and actions that would benefit from identification of dedicated local funding sources, summarized in Table 1, below.

Table 1: Projected Annual Programmatic Funding Needs

Priority Housing Programs	Annual Funding Requirements
New Construction Program	$1,000,000
Locals Rental Incentive Program (Lease-to-Locals)	$300,000
Rental/Deposit Assistance Program	$200,000
Multifamily Acquisition and Rehab Program	$1,000,000
Rehabilitation Loan Program	$200,000
Housing Issues Hotline and Fair Housing Programs	$150,000
Special Needs Housing Programs	$500,000
Total, Priority Housing Programs	**$3,350,000**

Sources: City of South Lake Tahoe; BAE, 2022.

SPECIAL TAX REVENUE SOURCES

Under existing state law, local jurisdictions and special districts may levy a variety of special taxes, either for general or special purposes. The following section reviews the basic structure and procedures for establishing and changing local special tax rates and provides examples of how much revenue may be generated as a result of implementation in South Lake Tahoe.

Voter Approval of Tax Measures (Prop 13 and Prop 218)

Proposition (Prop) 218 was passed by voters in 1996, resulting in an amendment to the California Constitution that requires that new local property-related tax measures be approved by public vote.[1] A general tax, which generates revenues which are available for all general governmental purposes at the discretion of the governing body, must be approved by a simple majority vote of the electorate. Under Proposition 13, a special tax, which generates revenues that are reserved for a specified purpose, must be approved by a two-thirds vote. State law also requires that votes regarding new or increased general taxes must be "…consolidated with a regularly scheduled general election for members of the governing body of the local government, except in cases of emergency declared by a unanimous vote of the governing body."[2] These requirements apply to all of the local taxes discussed below. Additional requirements may also apply and are identified, as appropriate, in the relevant subsections.

Transient Occupancy Tax (TOT)

California Revenue and Taxation Code, section 7280, authorizes cities and counties to levy a tax on the "privilege" of occupying a room, or rooms, in a hotel, inn, tourist home or house, motel, or other lodging establishment for less than 30 days, excluding the right of an owner of a time-share or membership camping contract to occupy their respective unit or space.[3]

Establishing or Changing a TOT

Transient Occupancy Taxes (TOTs) are typically structured as a percentage of the gross nightly room rent collected by the lodging provider. The California Revenue and Taxation Code authorizes all general law cities to institute a TOT.[4] The authority of a charter city to adopt a TOT is not preempted. While the Revenue and Taxation Code broadly defines the basic levy and exemption framework for a TOT, the specifics of the levy, any additional exemptions, and local administrative procedures are left to local government to define as part of the ordinance

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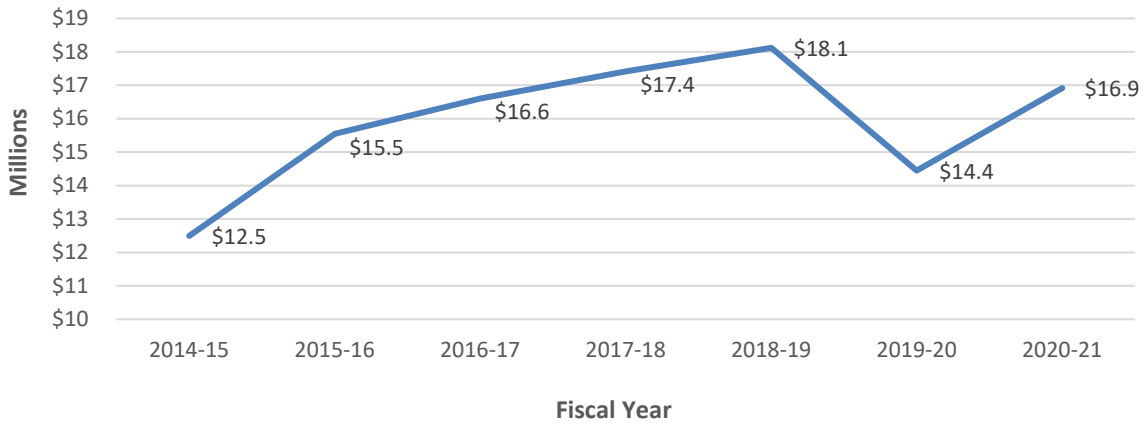
[1] California Legislative Analyst's Office. (December 1996). Understanding Proposition 218. Available at: https://lao.ca.gov/1996/120196_prop_218/understanding_prop218_1296.html
[2] California Constitution, Article XIIIC, Section 2. Available at: https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=CONS&division=&title=&part=&chapter=&article=XIII%20C.
[3] State of California. (August 2022). California Revenue and Taxation Code, Chapter 1, Section 7280. Available at: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=RTC&sectionNum=7280.
[4] *Ibid.*

adoption process. The establishment, or increase, of a TOT is required to receive necessary voter approval.

Existing TOT in South Lake Tahoe

Data produced by the California State Controller and published by CaliforniaCityFinance.com indicate that TOT revenue accounts for around nine percent of total General Fund revenue among cities that impose a TOT levy within their jurisdiction.[5] Within the City of South Lake Tahoe, TOT revenues represent the single largest revenue source for the City, accounting for more than 35 percent of the total General Fund budget, followed by property tax and sales and use tax at 19 and 13 percent, respectively.[6]

Figure 1: Transient Occupancy Tax (TOT) Collections, FY 15-15 to FY 20-21 (a)



Note:
(a) Excludes audited collections and supplemental two percent Measure P collections.

Sources: City of South Lake Tahoe, Transient Occupancy Tax Report, Revenue Collected in January 2022 for the Month of December 2021; BAE, 2022.

As of the 2021-2022 fiscal year, the City budget assumed $16.97 million in total TOT revenue.[7] The City budget narrative also acknowledges that TOT revenue in a visitor-oriented economy like that of South Lake Tahoe can be quite volatile. For example, the City received $18.1 million in TOT revenue in the 2018-2019 fiscal year, which dropped to $14.4 million during the 2019-2020 fiscal year due to onset of the COVID-19 pandemic, as well as the ongoing impacts of Measure T,[8] which phased out vacation home rental (VHR) permits in residential areas and multifamily properties over three-years ending in December 2021. As of

[5] California State Controller. (2022). Transient Occupancy Tax Revenues as a Percentage of General Revenues – California Cities. Sacramento, CA: CaliforniaCityFinance.com Available at: http://californiacityfinance.com/TOT19p.xlsx
[6] Finance Department. (August 17, 2021). 2022 Annual Budget: Fiscal Year 2021-2022. South Lake Tahoe, CA: City of South Lake Tahoe. Available at: https://cityofslt.us/595/City-Budget
[7] *Ibid.*
[8] For more information on Measure T, please visit the City's website at: cityofslt.us/1157/Measure-T

fiscal year 2022, TOT revenue has not yet recovered to pre-pandemic levels.[9] Absent the impacts of the pandemic and restrictions on VHRs, however, TOT revenues accruing to the City of South Lake Tahoe have increased steadily since at least the 2014-2015 fiscal year, as illustrated in Figure 1.

The City of South Lake Tahoe has two different TOT rates. There is a base rate of 10 percent that applies throughout the city, with a rate of 12 percent applying to specific properties in the tourist core associated with past redevelopment activity.[10] Measure P, passed in November 2016, added an additional two percent, with revenue set aside for a new recreation complex.[11] This brings the combined TOT rate to 12 citywide and 14 percent in redevelopment areas.

Comparison with Nearby Jurisdictions

According to the California State Controller, TOT rates among jurisdictions in California in 2020 ranged from a minimum of only four percent to a maximum of 15.5 percent and an average of 10.2 percent.[12] The City of South Lake Tahoe falls towards the upper end of this range with 12 percent (citywide) to 14 percent (redevelopment only). TOT rates in surrounding Lake Tahoe Basin jurisdictions, including those in both California and Nevada, range from a low of 10 percent in Placer County to 14 percent in parts of South Lake Tahoe and in Douglas County. As of November 2022, voters in El Dorado County approved an increase in the TOT rate from 10 percent to 14 percent. Therefore a two percent increase of the general TOT rate in the City of South Lake Tahoe would bring the jurisdiction in line with the maximum for adjoining jurisdictions.

Estimated Revenue Potential

Evaluation of historical TOT collections data indicate that the City's base 10 percent TOT rate (excluding the Measure P enhancement) generated an average of $16.7 million in revenue per year over the last five fiscal years (i.e., 2016-2017 to 2020-2021).[13] [14] This translates to a

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[9] Finance Department. (2022). Transient Occupancy Tax Report: Revenue Collected in June 2022 for the Month of May 2022. South Lake Tahoe, CA: City of South Lake Tahoe. Available at: https://www.cityofslt.us/452/Transient-Occupancy-Tax#:~:text=The%20Transient%20Occupancy%20Tax%20(TOT,12%25%20at%20specific%20redevelopment%20properties.

[10] City of South Lake Tahoe. (2022). Transient Occupancy Tax and SLT Tourism Improvement District. Available at: https://www.cityofslt.us/452/Transient-Occupancy-Tax#:~:text=The%20Transient%20Occupancy%20Tax%20(TOT,12%25%20at%20specific%20redevelopment%20properties.

[11] City of South Lake Tahoe. (2022). Measure P Report. Available at: https://cityofslt.us/972/Measure-P-Report

[12] California City Finance. (November 2020). Transient Occupancy Tax by City. Available at: http://californiacityfinance.com/TOT19p.xlsx

[13] City of South Lake Tahoe. (April 2022). *Transient Occupancy Tax Report*. Available at: https://cityofslt.us/DocumentCenter/View/17109/TOT-Web-Pub-Apr-2022-PDF?bidId=.

[14] This includes the most recent market peak in the 2018-2019 fiscal year, when the City collected $18.2 million in base 10 percent TOT revenue, as well as the most recent trough in the market during the 2019-2020 fiscal year, when the City collected $14.4 million in base 10 percent TOT revenue.

five-year average of roughly $167 million in gross revenue to lodging providers. Assuming that the City were to adopt an additional two percent TOT add-on to the general TOT rate, in addition to Measure P, the City could expect to collect approximately $2.8 to $3.3 million in annual TOT revenues that could be dedicated to affordable and workforce housing programs. If the increase were limited to areas outside of the tourist core only (i.e., increasing the Tot rate to 14 percent citywide), the City could expect to receive approximately $1.8 to $2.2 million in additional TOT revenue per year.

Assessment of Stakeholder Impact

The burden associated with an increase in the effective TOT rate lays primarily with persons visiting from outside the area who are in need of short-term overnight accommodations. Local residents and employees will not be directly impacted, unless they need temporary short-term overnight accommodations in a local hotel, motel, or VHR. Local lodging businesses may be impacted to the extent that an increase in the local TOT rate increases the combined cost of lodging in South Lake Tahoe. To the extent that consumers set the price for lodging based on their willingness to pay (i.e., the intersection of pricing and vacancy), lodging providers may, in some cases, need to reduce their nightly rates to compensate; however, in instances where vacancy is low, the cost imposed by the increased TOT rate would be borne by the consumer. Also, to the extent that the cost of overnight accommodations impacts visitors' willingness to select South Lake Tahoe as a tourism destination, the increased TOT rate may also impact other businesses and employees that are reliant upon overnight visitor spending.

Real Estate Transfer Tax

The California Documentary Transfer Tax Act of 1967 authorized jurisdictions to impose an excise tax on the privilege of transferring ownership or leasehold rights to real property,[15] which is also commonly known as a real estate or property transfer tax or a documentary transfer tax. The maximum real estate transfer tax that may be levied under General Law is $1.10 per $1,000 of assessed value.[16] This is typically levied at the county level, though general law cities are entitled to share evenly in the proceeds resulting from transfers of real property located within their jurisdiction. Charter cities in California have the ability to impose additional real estate transfer or conveyance taxes without special authorizing legislation.

Changing the Real Estate Transfer Tax

To impose a supplemental real estate transfer tax, an incorporated jurisdiction must be, or become, a charter city. To become a charter city, the governing board of a jurisdiction, or an elected charter commission, must draft and adopt a charter, which must then be ratified by a

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[15] State of California. (August 2022). California Revenue and Taxation Code, Chapter 2, Section11911-11930. Available at: https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=RTC&division=2.&title=&part=6.7.&chapter=2.&article=.

[16] The California Revenue and Taxation Code identifies the maximum real estate transfer tax as being equal to $0.55 per $500 of assessed value, which is equal to $1.10 per $1,000 of assessed value. The higher denominator is commonly used, presumably, to simplify calculation of tax liabilities.

majority vote of the electorate.[17] A charter may be wide ranging in its scope, availing upon all of the rights afforded to cities to manage 'municipal affairs,'[18] or may be more limited.[19] While charter cities may enjoy broader taxation powers compared to general law cities, they are still subject to Proposition 218, Article XIIIC of the California Constitution, and any limitations imposed by their charter. This means that a new or increased tax must receive voter approval.

Charter City Real Estate Transfer Taxes

According to data published by CaliforniaCityFinance.com, 22 of the 125 charter cities in California imposed supplemental real estate transfer taxes as of March 2022.[20] The method for calculating the tax varies by jurisdiction. A flat tax per $1,000 of assessed value is most common, with tax rates ranging from $1.10 to $15.00 per $1,000 of value. Some jurisdictions alternatively structure the transfer tax on an ad valorem basis (i.e., as a percent of assessed or market value), with tax rates ranging from 0.45 to 4.45 percent. Some jurisdictions also apply different tax rates based on the assessed value of the property. For example, Oakland charges a one percent property transfer tax on properties valued at less than $300,000, which increases progressively up to 2.5 percent for properties valued at more than five million dollars.

Existing Transfer Tax in South Lake Tahoe

Based on data presented in Table 2, there were a total of 394 residential sales in South Lake Tahoe between January and December 15th of 2022, with an average sale price of just under $792,000. This overall sales volume is consistent with average annual sales documented in 2017, 2018, and 2019, but is notably below the annual sales volumes during the pandemic period, which included 625 sales in 2020 and 513 sales in 2021 (i.e., well above the historical average). The average sales price in 2022, however, remained well above the market average for the pre-pandemic period, and is more in line with the 2021 average.

Home sales in South Lake Tahoe in 2022 grossed approximately $312 million in sales revenue. At a rate of $0.55 per $1,000 of value, the existing real estate transfer tax

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[17] State of California. (2022). California Constitution, Article XI, Section 1-15. Available at: https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=CONS&sectionNum=SEC.%203.&article=XI

[18] The home rule provision of the California Constitution authorizes a charter city to exercise plenary authority over municipal affairs over which a city has sovereignty, free from any constraint imposed by general law and subject only to constitutional limitations. Whether a given activity is a municipal affair or a statewide concern is not clearly defined in the law and is therefore a legal determination that is settled by the courts on a case-by-case basis.

[19] For example, the City of San Bruno is pursing placement of a new city charter on the November 2022 ballot. The charter is specifically intended to allow the City the right to impose a real estate transfer tax on residential properties with five units or more, and on all non-residential property (e.g., commercial, industrial, etc.), at a rate of one percent of assessed value. The current draft charter was narrowly written using the following language:

> *"…Limitation on Powers. (a) The City shall exercise only the rights, powers and authority granted to a city under the general laws of the State of California, unless otherwise provided in this Charter…"*

[20] CaliforniaCityFinance.com. (July 2020). Property Transfer Tax / Documentary Transfer Tax Rates. Available at: http://californiacityfinance.com/PropTransfTaxRates.pdf

applicable in the City of South Lake Tahoe likely generated approximately $171,600 in gross tax revenue to the City.

Table 2: Residential Sales Activity, 2017 to 2022 YTD

All Residential Units	2017	2018	2019	2020	2021	2022 YTD (a)	All Sales
Number of Sales	348	341	389	625	513	394	2,610
Median Sale Price	$385,000	$420,000	$435,000	$500,000	$602,000	$642,500	$500,000
Ave. Sale price	$462,097	$514,954	$557,259	$624,223	$765,300	$791,868	$631,386
Ave. Size (sq. ft.)	1,494	1,495	1,552	1,626	1,561	1,548	1,556
Ave. Sale Price per sq.ft.	$311	$345	$365	$384	$493	$521	$408
Maximum Sale Price	$2,337,500	$2,450,000	$5,300,000	$5,200,000	$5,550,000	$5,300,000	$5,550,000
Minimum Sale Price	$71,000	$100,500	$46,000	$3,500	$50,000	$75,000	$3,500

Single Family Homes	2017	2018	2019	2020	2021	2022 YTD (a)	All Sales
Number of Sales	333	322	368	585	483	367	2,458
Median Sale Price	$389,000	$425,000	$440,000	$505,000	$613,000	$650,000	$505,000
Ave. Sale price	$462,217	$525,288	$563,064	$632,835	$783,050	$809,834	$641,131
Ave. Size (sq. ft.)	1,505	1,512	1,577	1,659	1,585	1,579	1,580
Ave. Sale Price per sq.ft.	$310	$349	$362	$381	$496	$522	$408
Maximum Sale Price	$2,200,000	$2,450,000	$5,300,000	$5,200,000	$5,550,000	$5,300,000	$5,550,000
Minimum Sale Price	$71,000	$100,500	$46,000	$3,500	$75,000	$75,000	$3,500

Condominiums	2017	2018	2019	2020	2021	2022 YTD (a)	All Sales
Number of Sales	15	19	21	40	30	27	152
Median Sale Price	$295,000	$265,000	$346,500	$354,250	$417,500	$480,000	$363,750
Ave. Sale price	$459,433	$339,816	$455,524	$498,275	$479,533	$547,667	$473,803
Ave. Size (sq. ft.)	1,236	1,203	1,106	1,144	1,171	1,118	1,156
Ave. Sale Price per sq.ft.	$328	$289	$421	$417	$445	$505	$414
Maximum Sale Price	$2,337,500	$799,000	$1,250,000	$2,700,000	$1,180,000	$1,349,000	$2,700,000
Minimum Sale Price	$180,000	$168,000	$97,500	$165,000	$50,000	$232,500	$50,000

Note:
(a) As of December 15, 2022.

Sources: ListSource; BAE, 2022.

Non-residential sales volumes in the South Lake Tahoe have been historically slow, with relatively low valuations, though there was a considerable uptick in sales volumes and pricing following onset of the pandemic and the VHR moratorium. As shown in Table 3, the period from 2017 to 2019 averaged 13 sales per year, which increased to 33 in 2020 and 43 in 2021. There were a total of 25 transactions between January 2st and December 15th of 2022. The average value per transaction also increased significantly over the past few years from only $226,233 in 2019 to $1.05 million as of December 2022. BAE estimates that as of 2019, non-residential sales generated approximately $1,866 in transfer taxes to the City. As of 2021, that value increased to an estimated $9,758. BAE estimates that non-residential sales in 2022 may gross the City upwards of $14,400 in calendar year 2022.

Table 3: Non-Residential Sales Activity, 2017 to 2022 YTD

All Non-Residential	2017	2018	2019	2020	2021	2022 YTD (a)	All Sales
Number of Sales	6	18	15	33	43	25	140
Median Sale Price	$6,250	$115,000	$85,000	$160,000	$209,000	$1,025,000	$204,500
Ave. Sale price	$305,000	$268,289	$226,233	$470,335	$412,581	$1,050,140	$496,916
Ave. Land Size (sq. ft.)	35,864	16,988	34,064	10,336	11,143	12,424	15,448
Ave. Sale Price per sq. ft.	$12	$19	$27	$113	$77	$355	$119
Ave. Land Size (acres)	0.82	0.39	0.78	0.24	0.26	0.29	0.35
Ave. Sale Price per acre	$501,156	$830,597	$1,159,517	$4,925,097	$3,334,407	$15,463,529	$5,198,903
Maximum Sale Price	$1,750,000	$1,200,000	$890,000	$3,550,000	$2,275,000	$2,200,000	$3,550,000
Minimum Sale Price	$3,500	$500	$3,000	$3,500	$13,000	$130,000	$500

Note:
(a) As of December 15, 2022.

Sources: ListSource; BAE, 2022.

Estimated Revenue Potential

Revenue generation associated with imposition of a local real estate transfer tax above and beyond that authorized under State law for general law cities is highly dependent on three key factors. These include the applicable tax rate(s), as well as the number and pricing of sales or transfers that occur within the jurisdiction, which can vary significantly from year to year. Table 4 and Table 5 report the estimated revenue that may be generated through imposition of an increased local real estate transfer tax, under specific sales volume and pricing assumptions, which is structured either as a flat rate per $1,000 of value or as a percent of the sale value.

For residential uses, the analysis assumes an average of 390 sales per year, which is consistent with the average sales volume in 2019 and 2022, both pre- and post-pandemic. This value is used to reflect a more 'typical' sales volume after accounting for the significant increase in activity experienced since the onset of the pandemic in 2020. The assumed average sales price is based on the average sale price for sales that occurred between January 1st to December 15th of 2022 to reflect the recent state of the market.[21] Based on these assumptions, the City may expect to gross around $171,600 in a typical year as a result of imposing the existing $0.55 transfer tax on residential sales. Table 4 then illustrates the potential revenue that could be generated through an increase to the real estate transfer tax in increments up to $15 per $1,000 of value, which is equal to the highest local real estate transfer tax currently in place in California. The table also identifies the estimated cost to the buyer of residential real estate on a per sale basis. Table 5 shows similar data, however the tax rate is expressed as a percent of the sale value.

[21] BAE anticipates that while sales volumes have already begun to slow due to the impacts of return to work and increasing interest rates, sales prices appear more resistant to rapid adjustment; though that does not preclude the possibility of a downward adjustment in the future due to changing macroeconomic conditions.

For non-residential uses, the analysis is based on the average number of sales per year from 2017 to December 2022, as well as the weighted average sale price per transaction. Note that this approach places greater weight on recent transactions compared to the assumptions used for the residential transfer tax revenue estimates. This is due to increased activity in the non-residential market resulting from imposition of the VHR moratorium and renewed investment activity in commercial real estate in the tourist core area.

Table 4: Estimated Revenue Generation from Increased Real Estate Transfer Tax, Flat Rate Per $1,000 of Value

	RESIDENTIAL		NON-RESIDENTIAL	
Ave. Number of Sales	360 (a)		23 (c)	
Ave. Sale Price	$830,000 (b)		$440,460 (d)	
Gross Sales Value	$298,800,000		$10,130,584	
Transfer Tax Rate	**Revenue**		**Revenue**	
(Per $1,000 of Value)	Gross	Add-On (e)	Gross	Add-On (e)
$0.55 (Existing)	$164,340	$0	$5,572	$0
$1.00	$298,800	$134,460	$10,131	$4,559
$2.00	$597,600	$433,260	$20,261	$14,689
$3.00	$896,400	$732,060	$30,392	$24,820
$4.00	$1,195,200	$1,030,860	$40,522	$34,951
$5.00	$1,494,000	$1,329,660	$50,653	$45,081
$10.00	$2,988,000	$2,823,660	$101,306	$95,734
$15.00	$4,482,000	$4,317,660	$151,959	$146,387
Transfer Tax	**Revenue**		**Revenue**	
(Ave. Per Sale)	Gross	Add-On (e)	Gross	Add-On (e)
$0.55 (Existing)	$457	$0	$242	$0
$1.00	$830	$374	$440	$198
$2.00	$1,660	$1,204	$881	$639
$3.00	$2,490	$2,034	$1,321	$1,079
$4.00	$3,320	$2,864	$1,762	$1,520
$5.00	$4,150	$3,694	$2,202	$1,960
$10.00	$8,300	$7,844	$4,405	$4,162
$15.00	$12,450	$11,994	$6,607	$6,365

Notes:
(a) Based on the average number of sales per year in 2019 and 2022, both pre- and post-pandemic. This equals a value that is higher than the historical average between 2017 and 2019, but below the pandemic induced highs in 2020 and 2021.
(b) Based on the average price per transaction from January to December of 2022.
(c) Based on the average sales per year from 2017 to December 2022.
(d) Based on the weighted average price per transaction 2017 to December 2022.
(e) Based on the difference between estimated gross receipts and gross receipts under the existing transfer tax.

Sources: ListSource; BAE, 2022.

Table 5: Estimated Revenue Generation from Increased Real Estate Transfer Tax, Percent of Sale Value

	RESIDENTIAL		NON-RESIDENTIAL	
Ave. Number of Sales	390 (a)		23 (c)	
Ave. Sale Price	$800,000 (b)		$500,000 (d)	
Gross Sales Value	$312,000,000		$11,500,000	
Transfer Tax Rate	**Revenue**		**Revenue**	
(Percent of Value)	Gross	Add-On (e)	Gross	Add-On (e)
0.055% (Existing)	$171,600	$0	$6,325	$0
0.10%	$312,000	$140,400	$11,500	$5,175
0.50%	$1,560,000	$1,388,400	$57,500	$51,175
1.00%	$3,120,000	$2,948,400	$115,000	$108,675
2.00%	$6,240,000	$6,068,400	$230,000	$223,675
3.00%	$9,360,000	$9,188,400	$345,000	$338,675
4.00%	$12,480,000	$12,308,400	$460,000	$453,675
5.00%	$15,600,000	$15,428,400	$575,000	$568,675
Transfer Tax Rate	**Revenue**		**Revenue**	
(Percent of Value)	Gross	Add-On (b)	Gross	Add-On (b)
$0.55 (Existing)	$440	$0	$275	$0
0.10%	$800	$360	$500	$225
0.50%	$4,000	$3,560	$2,500	$2,225
1.00%	$8,000	$7,560	$5,000	$4,725
2.00%	$16,000	$15,560	$10,000	$9,725
3.00%	$24,000	$23,560	$15,000	$14,725
4.00%	$32,000	$31,560	$20,000	$19,725
5.00%	$40,000	$39,560	$25,000	$24,725

Notes:
(a) Based on the average number of sales per year from 2017 to 2021.
(b) Based on the average price per transaction from January 1st to December 15th of 2022.
(c) Based on the average sales per year from 2017 to December 2022.
(d) Based on the weighted average price per transaction 2017 to December 2022.
(e) Based on the difference between estimated gross receipts and gross receipts under the existing transfer tax.

Sources: ListSource; BAE, 2022.

Assessment of Stakeholder Impact

The burden associated with an increase in the local real estate transfer tax rate would fall to the buyers and sellers of real property. It is customary in most markets, though not all, for the seller to pay the county portion of the real estate transfer tax and the buyer and seller to split the city portion. However, this division is negotiable, and in tight housing markets that favor sellers, such as the recent market in South Lake Tahoe, it is not uncommon for the buyer to pay most of the required taxes and fees. To the extent that the buyer must pay a portion, if not all, of the tax, a significant increase in the local real estate transfer tax rate may function to make home ownership less affordable (i.e., higher up-front cost) for existing and new residents. However, this risk may be mitigated to some extent through the use of a tiered rate structure, like that in use in communities like Oakland, Richmond, and San Francisco.

Sales and Use Tax

The Bradley-Burns Uniform Local Sales and Use Tax Law of 1955 formally authorized local jurisdictions to impose local sales and use taxes on the privilege of selling tangible property at retail, as well as on the storage, use, or other consumption of tangible personal property purchased from a retailer.[22] This authority was subsequently augmented by Senate Bill (SB) 566 in 2003.[23] While sales tax is imposed on retailers, and then often passed through to consumers, the use tax is imposed directly on the purchaser. The State of California imposes a sales and use tax rate of six percent and a supplemental uniform local tax of 1.25 percent that is split between the city and county, for a combined rate of 7.25 percent. SB 566 legally authorized all cities in California to levy additional local sales taxes, also known as district taxes, but established a cap on the combined value at two percent over the statutory 7.25 percent. While passage of SB 566 theoretically caps the combined sales and use tax rate at 9.25 percent, the California legislature has routinely allowed local governments to petition for special legislation authorizing local sales taxes above that authorized by SB 566.[24] [25]

Changing the Sales and Use Tax

Passage of a new local sales and use tax measure is subject to the same voter approval requirements as other local tax measures. Increasing the local sales tax rate beyond the statutory two percent requires the passage of special state legislation.

Existing Sales Tax in South Lake Tahoe

In November 2020, a new general sales tax measure was approved by voters in the City of South Lake Tahoe called Measure S. The measure increased the local sales and use tax by one percent from 7.75 to 8.75 percent. The measure went into effect on April 1, 2021 and is projected to generated between $5.9 and $6.2 million annually. The City Council began allocating these funds in the second half of the 2021 fiscal year for several critical projects, including Fire Station II Rehabilitation, Public Safety Radio Communication System Replacement, Road Rehabilitation and Computer Aided Dispatch System upgrades. Recognizing passage of Measure S, the City of South Lake Tahoe could increase the local sales tax by up to 0.5 percent before reaching the statutory limit of 9.25 percent.

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[22] State of California. (August 2022). California Revenue and Taxation Code, Chapter 1, Section 7200-7212. Available at: https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=RTC&division=2.&title=&part=1.5.&chapter=1.&article=.

[23] State of California. (2022). Revenue and Taxation Code, Chapter 1, Sections 7251.1-7251.4. Available at: https://www.cdtfa.ca.gov/lawguides/vol1/tutl/transactions-and-use-tax-law-ch1-all.html

[24] According to the California Department of Tax and Fee Administration (CDTFA), there are 328 jurisdictions, out of 1,786 reported, or around 18 percent, that have combined sales tax rates of more than 9.25 percent with a maximum of 10.75 percent. Most of these jurisdictions are located in large metropolitan areas, including jurisdictions located in the counties of Alameda, Contra Costa, Los Angeles, Monterey, San Mateo, Santa Clara, Santa Cruz, and Sonoma.

[25] California Department of Tax and Fee Administration. (April 1, 2022). California City and County Sales & Use Tax Rates. Available at: https://www.cdtfa.ca.gov/taxes-and-fees/rates.aspx

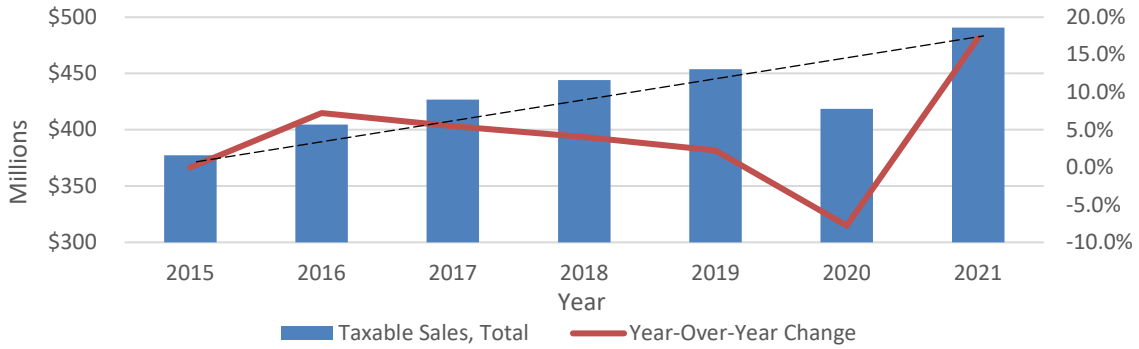
Comparison with Nearby Jurisdictions

According to data published by the California Department of Tax and Fee Administration (CDTFA), the City of South Lake Tahoe and the Town of Truckee are the only jurisdictions in the Lake Tahoe region to levy supplemental sales taxes.[26] All other jurisdictions in the counties of Alpine, Placer, and El Dorado charge the statewide base rate of 7.25 percent. Communities located in the unincorporated area of Nevada County charge 7.5 percent, while the incorporated cities of Nevada City and Grass Valley charge 8.38 and 8.5 percent, respectively. The applicable rates in nearby parts of Nevada range from 7.1 percent in Douglas County to 7.6 percent in Carson City, and 8.27 percent in Washoe County, including Incline Village.

Estimated Revenue Potential

According to the CDTFA, taxable sales originating with outlets located in the City of South Lake Tahoe totaled $489 million in 2021. Figure 2 illustrates the overall trend in taxable sales in South Lake Tahoe from 2015 to 2021. The figure clearly shows the decrease in taxable sales experienced in 2020 as a result of decreased tourist visitation; however, the data indicate that as of 2021, taxable sales had nearly returned to the growth trend indicated during the 2015 to 2019 period. More specifically, the average growth rate in taxable sales from 2015 to 2019 was 3.1 percent, while the average growth rate between 2019 and 2021 was 4.0 percent. This suggests that taxable sales have largely recovered from pandemic induced impacts. At current taxable sales levels (i.e., $490.7 million per year), the imposition of an additional 0.5 percent sales tax would generate approximately $2.5 million per year in revenue to the City.

Figure 2: Total Taxable Sales, City of South Lake Tahoe 2015-2021



Sources: California Department of Taxation and Fee Administration (CDTFA), Taxable Sales – Cities by Type of Business (Taxable Table 4); BAE, 2021.

Assessment of Stakeholder Impact

Sales tax measures are generally considered regressive in that they proportionately impact lower-income households to a greater extent than higher income households. This is because lower-income households spend a greater proportion of their total income each year and

[26] The current sales tax rate in the Town of Truckee is 8.25 percent. The data indicate that Nevada City and Grass Valley also impose supplemental sales taxes with effective rates of 8.38 and 8.5 percent, respectively.

subsequently pay more of their income to taxes. In the case of an increased sales and use tax in a visitor-oriented market like South Lake Tahoe, a majority of the burden would fall to out of town visitors (both overnight and day-trippers) who account for a greater proportion of the local taxable sales. However, to the extent that full-time residents and workforce households purchase retail goods and services within the community (e.g., persons with more limited access to transportation), versus in other nearby consumer markets like Minden or Carson City, these households would be impacted by increased taxation.

Real Estate Vacancy Tax

As the severity of California's housing crisis continues to escalate, cities like Berkeley and San Francisco have recently joined the likes of Oakland and Vancouver, B.C., with imposition of real estate vacancy taxes. Vacancy taxes may target residential or non-residential uses, or both. The ordinances establishing vacancy taxes clearly specify procedures for identifying properties that were unoccupied during the fiscal year for a specified length of time (often 60 to 90 days) and impose a financial penalty on the property owner. The intent of a vacancy tax is to encourage the active use of vacant property and, as a secondary objective, to generate revenue that can be used for specific purposes. Vancouver, British Columbia, and Oakland, California, are two examples of jurisdictions that have successfully implemented residential vacancy tax policies. New residential vacancy taxes were also recently approved by voters in San Francisco and Berkeley. Non-residential vacancy taxes are much less prevalent, with San Francisco currently being the only jurisdiction known to implement such a policy.

Establishing a Vacancy Tax

Vacancy tax policies are most often structured as excise or flat taxes but are in some cases levied on an ad valorem basis. For example, the residential vacancy tax model being used in Oakland, as well as those recently approved by voters in Berkeley and San Francisco, applies a flat fee per housing unit per year, while the Vancouver residential vacancy tax is based on assessed value. San Francisco's commercial vacancy tax is also structured as an excise tax that is set at a flat rate per linear foot of frontage. Under California law, the ordinance implementing a vacancy tax must identify relevant exemptions. Passage of a vacancy tax measure would be subject to the same voter approval requirements as other local taxes.

Vacancy Taxes in Other Jurisdictions

Vancouver B.C. (Residential) - In 2018, the City of Vancouver in British Columbia instituted the first real estate vacancy tax in North America. In Vancouver, the vacancy tax is ad valorem (i.e., assessed value in the previous tax year). The rate was initially set at 1.0 percent between 2017 and 2019, then stepped up to 1.25 percent in 2020 and 3.0 percent in 2021.[27] Under

[27] City of Vancouver. (2022). Empty Homes Tax FAQ. Available at: https://vancouver.ca/home-property-development/empty-homes-tax-frequently-asked-questions.aspx#:~:text=The%20Empty%20Homes%20Tax%20is,Homes%20Tax%20rate%20is%203%25.&text=For%20more%20information%2C%20review%20the,)%20PDF%20file%20(127%20KB)

the ordinance, properties are vacant if they are unoccupied for more than six months during the tax year. Property owners must file a property status declaration each year or be deemed vacant and subject to the tax. According to the City of Vancouver, the tax generated approximately $106 million in revenue to the municipal government between 2017 and 2021 (i.e., between $21 and 34 million per year).[28] The program reportedly cost $7.5 million in one-time startup costs, as well as $2.5 million per year in ongoing operating costs. The remaining proceeds are used for multi-year housing capital grants and other housing initiatives. The City of Vancouver reports an overall five percent increase in the number of residential units in the city between 2017 and 2020, with a 20 percent increase in the number of tenanted properties, a 26 percent decrease in the number of vacant properties, and a 23 percent decrease in the number of exempt properties.

Oakland, CA (Residential and Commercial) - In November 2018, voters in the City of Oakland approved Measure W, which instituted a special use vacant property tax of $3,000 for residential units and vacant ground floor commercial spaces, and $6,000 for non-residential and undeveloped parcels. According to Measure W, the City of Oakland estimated in 2018 that, once implemented, the tax would generate roughly $10 million per year in revenue. The measure authorized the tax for a 20-year term. Revenue from the tax is deposited into a vacant property tax fund. Key authorized uses of funds include code enforcement and remediation of illegal dumping, homeless service provision, preservation and production of affordable housing, and administrative costs from implementation of the vacancy tax.

A property is "vacant" if it is "in use less than fifty days in a calendar year." The exact method that the City uses to determine use status is unclear. For parcels with multiple units, the parcel is not vacant if at least one unit is occupied; however, condominium, duplex, and townhome units under separate ownership are treated as separate parcels for the purposes of the vacancy tax. There are ten categories of exemption under the ordinance, including:

- Very low-income owner
- Low-income senior owner
- Disabled owner
- Non-profit organization owner
- Property otherwise exempt from ad valorem tax
- Substantially complete planning application
- Active construction
- Demonstrated financial hardship
- Demonstrated other hardship (unrelated to finances)
- Exceptional specific circumstances

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[28] City of Vancouver. (November 1, 2021). *Empty Homes Tax Annual Report: 2020 Vacancy Reference Year (January 1, 2020 to December 31, 2020).* Available at: https://vancouver.ca/files/cov/vancouver-2021-empty-homes-tax-annual-report.pdf

The City of Oakland began distributing notices of vacancy to property owners in February of 2022. Property owners are then offered the opportunity to submit a Petition of Vacancy if they believe the property was incorrectly identified as vacant, or if they believe that the property is eligible for one of the ten allowable exemptions.

Berkeley, CA (Residential) - The ballot initiative approved by Berkeley voters in November 2022 imposes a $3,000 to $6,000 tax on single-family and apartment units, respectively, which sit vacant for at least six months. The tax doubles in the second tax year. Owners of apartments with fewer than five units who live on the property (and don't own other homes), will be exempt. The city expects roughly 700 homes to be returned to the rental market in the first year, with the tax generating between $3.9 and $5.9 million per year in general tax revenue.

San Francisco, CA (Residential) - The San Francisco ballot measure approved by voters in November 2022 is based on those adopted in Vancouver and Oakland, but controversially excludes single-family homes. The new vacancy tax will apply a tiered structure that imposes a $2,500 flat tax on smaller units and $5,000 flat tax for larger units, which escalates to $10,000 and $20,000, respectively, over three years if the unit(s) remains vacant.[29] The City projects that the tax could bring 4,500 units back onto the rental market and generate as much as $38 million per year in revenue to the City.[30]

San Francisco, CA (Commercial) – Voters in the City and County of San Francisco approved a commercial vacancy tax in March 2020, which went into effect as of January 1, 2022. For most entities, filing ad payment of the commercial vacancy tax will begin in 2023. The tax applies to ground floor commercial (i.e., non-residential) space that is vacant for 182 days or more in the calendar year. Spaces must be located in one of the Named Neighborhood Commercial Districts (NCDs) or Named Neighborhood Commercial Transit Districts (NCTs) that are adjacent or tangent to a public right of way. The cost associated with the tax is to be paid by the property owner, or may be passed through to the lessee or sublessee. The tax is unsecured with rates starting at $250 per linear foot of frontage on the public right of way, which escalates to $500 in year two and $1,000 per year thereafter.

Other Jurisdictions – Recognizing the escalation of the housing crisis that has occurred in recent years, a variety of communities throughout California placed vacancy tax measures on November 2022 ballots, including Berkeley, San Francisco, and Santa Cruz. Vacancy tax measures were approved by voters in both Berkeley and San Francisco, but failed to garner necessary voter approval in Santa Cruz. Additional communities elected not to place vacancy

[29] Schneider, B. (February 28, 2022). S.F.'s plan to tax 40,000 empty homes under scrutiny. *San Francisco Examiner*. Available at: https://www.sfexaminer.com/the_fs/fixes/s-f-s-plan-to-tax-40-000-empty-homes-under-scrutiny/article_386da20e-0215-59a9-96a4-7c4396c17cc6.html

[30] City of San Francisco, Budget and Legislative Analyst's Office. (January 31, 2022). *Policy Analysis Report: Residential Vacancies in San Francisco.* Available at: https://sfbos.org/sites/default/files/BLA.Residential%20Vacancies.013122_final.pdf

tax measures on the ballot in 2022, including Napa County and the City of Los Angeles. New York State also considered statewide legislation during the 2021-2022 legislative session that would allow jurisdictions with more than one million residents to institute commercial vacancy taxes, though the legislation remains under committee review.

Estimated Revenue Potential

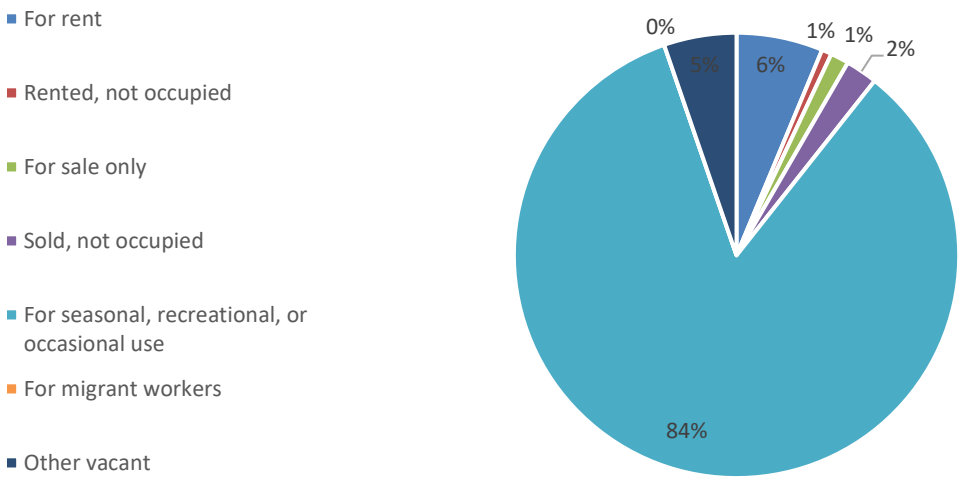
The revenue generation potential of a possible vacancy tax within the City of South Lake Tahoe is contingent on the way that the tax is structured and the properties to which it applies.

Residential Vacancy Tax

BAE assumes that a residential tax would exempt properties that are vacant as a result of being actively sold or rented, or held vacant for later occupancy by seasonal workers, and would be targeted towards properties held vacant for seasonal or occasional use.

To estimate the number of vacant units in the City of South Lake Tahoe, BAE applied the distribution of housing units by vacancy status reported in the 2020 five-year American Community Survey (ACS), illustrated in Figure 3, with the total number of vacant housing units reported in the 2020 Census.[31] Additional data on vacancy by unit type indicates that 67 percent of all vacant housing units in the city (inclusive of those vacant but for lease or sale, or vacant and intended for seasonal workforce occupancy) were detached single-family homes.

Figure 3: Housing Vacancy by Type, 2020 5-Year ACS



Source: U.S. Census Bureau, 2020 American Community Survey 5-Year, Table B25004; BAE, 2022.

[31] While these estimates fail to capture the impacts of the coronavirus pandemic, they represent the most recent available data on residential vacancy. Using this approach, BAE estimates that as of 2020 there were approximately 5,629 housing units held vacant for seasonal or occasional use.

To estimate the possible order of magnitude of the revenue that may be generated under a likely residential vacancy tax scenario, BAE assumed a tax of $3,000 per vacant unit, which is generally consistent with the tax being charged in Oakland. Assuming that all housing units held vacant for seasonal or occasional use would be subject to the tax, BAE estimates that a vacancy tax could theoretically generate up to around $16.8 million per year.

Table 6: Housing Units by Vacancy Status and Tenure, 2020

		Occupied		
Units in Structure	**Vacant**	Renter	Owner	**Total**
1, detached	4,507	1,751	3,314	9,609
1, attached	175	396	73	636
2	292	526	162	971
3 or 4	566	729	17	1,315
5 to 9	397	750	3	1,144
10 to 19	161	575	13	738
20 to 49	197	319	21	536
50 or more	296	89	34	428
Mobile home	103	254	240	585
Boat, RV, van, etc.	0	0	0	0
Total, All Units	**6,695**	**5,390**	**3,876**	**15,961**
Percent	*42%*	*34%*	*24%*	*100%*

Source: U.S. Census Bureau, 2020 Decennial Census, Table H1; U.S. Census Bureau, 2020 American Community Survey 5-Year, Tables B25024 and B25032; BAE, 2022.

This report also considered applying the residential vacancy tax only to single-family properties held for seasonal or occasional use. While the Census Bureau does not specifically report the required statistic, the available data does indicate that there were around 4,500 single-family homes that were vacant for any reason as of the 2020 Decennial Census (i.e., roughly 47 percent of the single-family housing stock).[32] Assuming that the vacancy tax applies to single-family properties only, that are vacant for any reason, the tax could yield roughly $13.5 million per year in revenue.

Applying the citywide seasonal vacancy rate of 84 percent (i.e., the percent of vacant units held for seasonal or occasional use) to the 2020 vacant single-family inventory produces a conservative estimate of around 3,800 single-family units held for seasonal or occasional use. If the vacancy tax is applied only to single-family units held vacant for seasonal or occasional use, the tax may generate approximately nearly $11.4 million per year in revenue.

[32] Preliminary estimates published as part of the 2021 5-year American Community Survey (ACS) suggest a nine percent increase in overall residential vacancy between 2020 and 2021, which was likely induced by the COVID-19 pandemic. It is not clear how this development will translate into future residential vacancy rates in South Lake Tahoe; however a significant increase in residential vacancy would theoretically translate into increase revenue from a residential vacancy tax.

Commercial Vacancy Tax

The only known contemporary example of a commercial vacancy tax is in San Francisco, which applies the tax on vacant commercial frontage on a per square foot basis. This makes sense in San Francisco, which features a dense urban streetscape. The goal of the tax is to encourage property owners to maintain active streetscapes to avoid the appearance of urban blight. This model does not translate easily to the South Lake Tahoe context, which features an urban fabric that is much less dense. Therefore, BAE recommends that the City consider applying a potential vacancy tax not on commercial street frontage, but rather based on the gross square footage of the vacant commercial property.

Table 7: Commercial Vacancies, City of South Lake Tahoe, December 2022 (a)

Former Occupant	APN	Address	Estimated Vacant Sq. Ft. (b)	Source
Winters Electric	23251008	2280 Lake Tahoe Blvd.	3,073	City of South Lake Tahoe
Unknown	27040007	Unknown	25,089	City of South Lake Tahoe
Carrows	31290039	2375 Lake Tahoe Blvd.	24,050	City of South Lake Tahoe
Teps	27090022	3450 Lake Tahoe Blvd.	11,520	City of South Lake Tahoe
Runnels	23523013	986 Emerald Bay Rd.	1,568	City of South Lake Tahoe
Ahern Rentals	31091005	2724 Lake Tahoe Blvd.	5,275	City of South Lake Tahoe
Verizon	23251017	2230 Lake Tahoe Blvd.	5,841	City of South Lake Tahoe
Lily's Tire	31258019	2635 Lake Tahoe Blvd.	6,472	City of South Lake Tahoe
Sunray	31257007	2659 Lake Tahoe Blvd.	20,996	City of South Lake Tahoe
Hair Salon	31241011	2634 Lake Tahoe Blvd.	850	City of South Lake Tahoe
Bagan Toyota	31041009	2296 Lake Tahoe Blvd.	288	City of South Lake Tahoe
Chevy's	27071030	3678 Lake Tahoe Blvd.	10,114	City of South Lake Tahoe
Avalon Lodge	29041061	4075 Manzanita Ave.	8,084	City of South Lake Tahoe
Don Cheepo	27010002	3349 Lake Tahoe Blvd.	240	City of South Lake Tahoe
Ambassador	29051020	4130 Manzanita Ave.	22,794	City of South Lake Tahoe
Chateau	29690002	4139 Lake Tahoe Blvd.	15,247	City of South Lake Tahoe
Kmart Garden Center	32299102	1030 Tata Ln.	12,852	City of South Lake Tahoe
Kmart	23430032	1020 Lake Tahoe Blvd.	144,117	City of South Lake Tahoe
Sato Japanese Rest.	27090006	3430 Lake Tahoe Blvd.	8,215	City of South Lake Tahoe
Humane Society	23182005	884 Emerald Bay Rd.	1,139	City of South Lake Tahoe
Unknown	27361005	3331 Sandy Way	3,000	CoStar
Unknown	32291023	1030 Tata Ln.	1,200	CoStar
Unknown	27361005	3331 Sandy Way	3,000	CoStar
		Total Est. Vacant Sq. Ft.	**335,024**	

Notes:
(a) Based on anecdotal observations made by City staff, as well as a review of current listings on CoStar. Data may exclude vacant properties not current listed for-sale or for-lease.
(b) Based on reported gross building square footage, as reported by the El Dorado County Assessor and CoStar.

Sources: City of South Lake Tahoe; El Dorado County Assessor; CoStar; BAE, 2022.

Only limited information currently exists regarding the prevalence of vacant commercial property in South Lake Tahoe (See Table 7). City staff provide BAE with a list of assessor's parcel numbers (APNs) associated with vacant commercial properties that were identified by City staff on an anecdotal basis. To supplement this data, BAE also reviewed data from CoStar regarding commercial properties that are currently listed for-lease or for-sale to identify

properties with no existing tenant (i.e., did not add properties to the vacant commercial inventory if they were listed for-lease or for-sale but had identifiable tenants already occupying the space). Please note that the inventory reported in Table 7 may exclude some properties that are vacant but which are not actively being listed for-lease or for-sale. Based on this approach, BAE estimates that there is roughly 335,000 square feet of vacant commercial real estate in South Lake Tahoe.

As there are no known commercial vacancy taxes applied on the basis of gross leasable area, there are no comparable tax rates to use as the basis for estimating potential revenue generation. Table 8 illustrates the hypothetical revenue that could be generated through imposition of a commercial vacancy tax at various tax rates ranging from $1,000 to $10,000 per 1,000 square feet of vacant gross leasable area. At these rates and estimated current vacancy levels, a commercial vacancy tax could potentially generate anywhere from $335,000 to upwards of $3.35 million per year in revenue to the City of South Lake Tahoe.

Table 8 also highlights the estimated tax burden that would accrue to each identified vacant property. Even at the lowest estimated tax rate, some properties may be subject to a very high relative tax burden. For example, the 144,117 square foot former Kmart space on Lake Tahoe Boulevard could be subject to an annual commercial vacancy tax burden of upwards of $144,000, which could increase to more than $1.4 million per year under the higher tax rate scenarios. For this reason, BAE would recommend placing a cap on the gross tax amount that may apply to any given property, though such a cap may limit revenue generation.

Table 8: Estimated Revenue Generation, Commercial Vacancy Tax

Former Occupant	APN	Address	Estimated Vacant Sq. Ft. (b)	Revenue Generation by Tax Rate (Per 1,000 Sq. Ft.)(c) $1,000	$2,500	$5,000	$7,500	$10,000
Winters Electric	23251008	2280 Lake Tahoe Blvd.	3,073	$3,073	$7,683	$15,365	$23,048	$30,730
Unknown	27040007	Unknown	25,089	$25,089	$62,723	$125,445	$188,168	$250,890
Carrows	31290039	2375 Lake Tahoe Blvd.	24,050	$24,050	$60,125	$120,250	$180,375	$240,500
Teps	27090022	3450 Lake Tahoe Blvd.	11,520	$11,520	$28,800	$57,600	$86,400	$115,200
Runnels	23523013	986 Emerald Bay Rd.	1,568	$1,568	$3,920	$7,840	$11,760	$15,680
Ahern Rentals	31091005	2724 Lake Tahoe Blvd.	5,275	$5,275	$13,188	$26,375	$39,563	$52,750
Verizon	23251017	2230 Lake Tahoe Blvd.	5,841	$5,841	$14,603	$29,205	$43,808	$58,410
Lily's Tire	31258019	2635 Lake Tahoe Blvd.	6,472	$6,472	$16,180	$32,360	$48,540	$64,720
Sunray	31257007	2659 Lake Tahoe Blvd.	20,996	$20,996	$52,490	$104,980	$157,470	$209,960
Hair Salon	31241011	2634 Lake Tahoe Blvd.	850	$850	$2,125	$4,250	$6,375	$8,500
Bagan Toyota	31041009	2296 Lake Tahoe Blvd.	288	$288	$720	$1,440	$2,160	$2,880
Chevy's	27071030	3678 Lake Tahoe Blvd.	10,114	$10,114	$25,285	$50,570	$75,855	$101,140
Avalon Lodge	29041061	4075 Manzanita Ave.	8,084	$8,084	$20,210	$40,420	$60,630	$80,840
Don Cheepo	27010002	3349 Lake Tahoe Blvd.	240	$240	$600	$1,200	$1,800	$2,400
Ambassador	29051020	4130 Manzanita Ave.	22,794	$22,794	$56,985	$113,970	$170,955	$227,940
Chateau	29690002	4139 Lake Tahoe Blvd.	15,247	$15,247	$38,118	$76,235	$114,353	$152,470
Kmart Garden Center	32299102	1030 Tata Ln.	12,852	$12,852	$32,130	$64,260	$96,390	$128,520
Kmart	23430032	1020 Lake Tahoe Blvd.	144,117	$144,117	$360,293	$720,585	$1,080,878	$1,441,170
Sato Japanese Rest.	27090006	3430 Lake Tahoe Blvd.	8,215	$8,215	$20,538	$41,075	$61,613	$82,150
Humane Society	23182005	884 Emerald Bay Rd.	1,139	$1,139	$2,848	$5,695	$8,543	$11,390
Unknown	27361005	3331 Sandy Way	3,000	$3,000	$7,500	$15,000	$22,500	$30,000
Unknown	32291023	1030 Tata Ln.	1,200	$1,200	$3,000	$6,000	$9,000	$12,000
Unknown	27361005	3331 Sandy Way	3,000	$3,000	$7,500	$15,000	$22,500	$30,000
		Total Est. Vacant Sq. Ft.	**335,024**	**$335,024**	**$837,560**	**$1,675,120**	**$2,512,680**	**$3,350,240**

Notes:
(a) Based on anecdotal observations made by City staff, as well as a review of current listings on CoStar. Data may exclude vacant properties not current listed for-sale or for-lease.
(b) Based on reported gross building square footage, as reported by the El Dorado County Assessor and CoStar.
(c) The reported tax rates are intended to be representative only. Additional analysis and community outreach may be necessary prior to establishing the applicable tax rate.

Sources: City of South Lake Tahoe; El Dorado County Assessor; CoStar; BAE, 2022.

Assessment of Stakeholder Impact

The burden associated with imposition of a vacancy tax would fall on owners and lessees of real property.

Residential property owners that occupy the subject property as their primary residence or rent out the unit for more than the minimum statutory time period would be exempt from a residential vacancy tax. The City may identify other categories of exemption, like in Oakland (lower-income property owners) and San Francisco (single-family homes). The property owners most likely to be impacted include owners of second homes that do not rent out their property for at least the minimum term. The extent to which short-term rental and multifamily property owners would be impacted is contingent on how the tax is structured.

Owners and lessees of commercial property would be subject to an applicable commercial vacancy tax in cases where the vacancy exceeded the allowable timeframe. The tax may be particularly onerous for owners of properties that are significantly dilapidated, and which would require significant renovation to make them attractive to new prospective occupants. The financial penalty may induce some property owners to make the sites available for redevelopment, or other forms of reinvestment; though the ability to pass the tax penalty through to lessee's who aren't currently occupying the space may mute this effect.

In either taxation scenario, residential or commercial, allowances should also be considered for properties that are actively being leased, sold, renovated, or redeveloped, with limitations imposed on those exemptions to discourage bad actors (e.g., applying for a building permit only to never complete the described renovations as a way to defer payment of the tax).

Alternative Business Taxes

Local jurisdictions in California apply various approaches to generating revenue through taxation of local business activity. Some local governments shy away from taxes that expressly penalize revenue generation and/or jobs creation, others more open recognize the relationship between business activity, employment generation, and local efforts to address workforce housing and related infrastructure needs. As a result, some local governments levy minimal business license fees intended to offset administrative costs associated with license issuance and compliance monitoring, while others levy other supplemental business taxes.

El Dorado and Placer counties currently only administer nominal flat rate business license fees. Douglas Counties in Nevada does not issue business licenses, while Carson City charges a nominal flat fee based on the type of business. The City of South Lake Tahoe currently levies

business license fees based on gross receipts using a graduated rate scale ranging from $1.07 to $2.69 per 1,000 of gross receipts.[33] Washoe County uses a similar model.

Other jurisdictions utilize still other taxation models. The City of Santa Clara, for example, levies a tax of $45 per employee, and $15 per rental unit for landlords. Until recently, San Francisco levied both a gross receipts tax and what is known as a payroll expense tax.

The City of South Lake Tahoe, therefore, has the option of updating the business license fee ordinance to include alternative revenue models. The following subsection reviews revenue generation potential associated with a potential payroll expense or employee headcount tax.

Establishing a Payroll or Headcount Tax

Business license fees levied by local jurisdictions with the express goal of offsetting the cost of providing services to businesses in the form of license issuance and compliance monitoring are considered administrative fees, rather than taxes, and may be instituted by ordinance without a public vote. Supplemental business taxes intended to generate general or special purpose revenue to a jurisdiction, such as a business payroll or employee headcount tax, are subject to the same voter approval requirements as other local taxes.

Existing Payroll and Headcount Taxes

San Francisco, CA - As noted above, prior to 2020 the City and County of San Francisco levied both a gross receipts and a payroll expense tax. Under the Business and Tax Regulations Code, 'payroll expense' was defined to include all salaries, wages, bonuses, commissions, stock options, and other compensation for services to owners of pass-through entities.[34] There were a variety of business categories that were exempt based on applicable state and federal law, including for non-profits, skilled nursing facilities, and certain banks, insurance companies, and financial corporations, among other categories. There were also local exclusions and incentives aimed at facilitating economic development and job creation, including for businesses active in clean technology and film production, as well as for businesses located in the Central Market Street and Tenderloin area. The applicable payroll expense rate as of 2018 was 0.38 percent. With passage of Proposition F in November 2020, voters repealed the payroll expense tax and increased the gross receipts tax rate across most industries, while providing more relief to small businesses.

Santa Clara, CA – The City of Santa Clara hosts offices for a variety of large tech companies, including Applied Materials, Intel, Advanced Micro Devices, and Nvidia, among others. Prior to

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[33] City of South Lake Tahoe. (FY 2022-2023). *City of South Lake Tahoe Business and Professions Tax: New Application Form*. Available at: https://www.cityofslt.us/DocumentCenter/View/16968/BLN-Packet-22-23-PDF?bidId=

[34] For more information on the San Francisco payroll expense tax prior to it's repeal in 2020, please visit: https://sftreasurer.org/media/513/download?attachment and https://sftreasurer.org/files/ 2019-08/BT_Payroll%20Expense%20Tax%20Rate%20Memeo_07.01.19.pdf

voter approval of new business tax reforms in late 2022, the City's business license structures had not been updated since 1992. The existing tax structure charged between $15 and $500 based on a business's industry sector and number of employees. With the maximum payment for businesses with 500 or more employees capped at $500, local tax reform advocates argued that the existing tax structure did not require the city's largest companies to pay their fair share for City services and infrastructure. With voter approval of Measure H in November 2022, the business license tax was increased to $45 per employee and $15 per rental unit for landlords. The revised tax structure is projected to generate around six million dollars per year until ended by voters, with periodic independent financial audits.

Estimated Revenue Potential

Table 9 reports the estimated number of business establishments, as well as average annual employment and annual average wages by industry sector for the City of South Lake Tahoe, as reported in the Quarterly Census of Employment and Wages (QCEW) published by the California Employment Development Department (EDD).

Table 9: Establishments, Jobs, and Annual Wages by Industry Sector, South Lake Tahoe, 2021

Industry Sector	Establishments	Jobs	Annual Wage
11 Agriculture, Forestry, Fishing and Hunting	2	(a)	(a)
22 Utilities	8	151	$138,057
23 Construction	80	262	$52,060
31 Manufacturing	12	60	$45,994
42 Wholesale Trade	18	108	$51,193
44 Retail Trade	122	1,433	$36,405
48 Transportation and Warehousing	11	174	$44,628
51 Information	11	56	$56,066
52 Finance and Insurance	28	137	$50,592
53 Real Estate and Rental and Leasing	59	306	$47,913
54 Professional, Scientific, and Technical Services	58	152	$51,812
55 Management of Companies and Enterprises	2	(a)	(a)
56 Administrative and Support and Waste Management	55	488	$64,248
61 Educational Services	4	(a)	(a)
62 Health Care and Social Assistance	154	1,198	$76,657
71 Arts, Entertainment, and Recreation	22	(a)	(a)
72 Accommodation and Food Services	164	2,706	$30,583
81 Other Services (except Public Administration)	72	366	$42,422
92 Public Administration	15	1,343	$73,274
Total, All Industries	**895**	**9,525**	**$49,849**

Note:
(a) Data for this sector was suppress by the California Employment Development Department (EDD) to protect against disclosure of potentially confidential employment and wage information.

Source: California Employment Development Department (EDD), Quarterly Census of Employment and Wages (QCEW); BAE, 2022.

According to this data, there were 895 business establishments in 2021 which employed an annual average of 9,525 persons. Average annual wages vary by industry, ranging from $30,583 per year in the Accommodation and Food Services industry to $138,057 in the Utilities industry, with an average of $49,849 per year across all industry sectors.

The four reported industry sectors with the most employees on average include Accommodation and Food Services (2,706 jobs; average annual wage of $30,583), Retail Trade (1,433 jobs; average annual wage of $36,405), Public Administration (1,343 jobs; average annual wages of $73,274); and Healthcare and Social Assistance (1,198 jobs; average annual wages of $76,657). Please note that data for some sectors is suppressed.

Payroll Expense Tax Revenue

Table 10 reports the estimated revenue that could potentially be generated through institution of a payroll expense tax at rates ranging from 0.1 to 1.0 percent of total annual wages.

Table 10: Estimated Revenue from Payroll Expense Tax, 0.1-1.0 Percent Rates

Industry Sector	Total Annual' Wages	Payroll Expense Tax Revenue (a) 0.1%	0.5%	1.0%
11 Agriculture, Forestry, Fishing and Hunting	(b)	(b)	(b)	(b)
22 Utilities	20,846,556	20,847	104,233	208,466
23 Construction	13,639,665	13,640	68,198	136,397
31 Manufacturing	2,759,633	2,760	13,798	27,596
42 Wholesale Trade	5,528,821	5,529	27,644	55,288
44 Retail Trade	52,168,360	52,168	260,842	521,684
48 Transportation and Warehousing	7,765,243	7,765	38,826	77,652
51 Information	3,139,723	3,140	15,699	31,397
52 Finance and Insurance	6,931,057	6,931	34,655	69,311
53 Real Estate and Rental and Leasing	14,661,337	14,661	73,307	146,613
54 Professional, Scientific, and Technical Services	7,875,412	7,875	39,377	78,754
55 Management of Companies and Enterprises	(b)	(b)	(b)	(b)
56 Administrative and Support and Waste Management	31,353,066	31,353	156,765	313,531
61 Educational Services	(b)	(b)	(b)	(b)
62 Health Care and Social Assistance	91,834,540	91,835	459,173	918,345
71 Arts, Entertainment, and Recreation	(b)	(b)	(b)	(b)
72 Accommodation and Food Services	82,757,252	82,757	413,786	827,573
81 Other Services (except Public Administration)	15,526,345	15,526	77,632	155,263
92 Public Administration	98,406,808	98,407	492,034	984,068
Total, All Industries	474,808,424	**474,808**	**2,374,042**	**4,748,084**

Notes:
(a) These figures illustrate the potential revenue that may be generated through institution of a payroll expense tax at rates ranging from 0.1 to 1.0 percent of total annual wages.
(b) Data for this sector was suppress by the California Employment Development Department (EDD) to protect against disclosure of potentially confidential employment and wage information.

Source: California Employment Development Department (EDD), Quarterly Census of Employment and Wages (QCEW); BAE, 2022.

At a rate of 0.1 percent, the tax would generate nearly 475,000 in annual revenue. If increased to 0.5 percent, the tax would generate almost $2.4 million per year. If set at 1.0 percent, the tax would generate $4.7 million per year. For comparison, the 2018 payroll expense rate for the now repealed payroll expense tax in San Francisco was 0.38 percent, which would yield around 1.8 million per year if instituted in South Lake Tahoe.

These estimates are based on total annual wages paid to persons employed in the City of South Lake Tahoe in 2021. The data notably exclude self-employed persons. To the extent that a payroll expense tax excludes certain types of businesses or industry sectors, the revenue generation potential would decrease accordingly. Table 10 provide additional estimates by industry to facilitate additional analysis. Resulting revenues may also be less in the event that the total tax payment assigned to any given business is capped.

Employee Headcount Tax Revenue

Table 11 reports the estimated amount of revenue that could potentially be generated through creation of an employee headcount tax, similar to that recently instituted in Santa Clara.

Table 11: Estimated Revenue from Employee Headcount Tax, $25-$75 Rates

Industry Sector	Average Employment	Employee Headcount Tax Revenue (a) $25	$50	$75
11 Agriculture, Forestry, Fishing and Hunting	(b)	(b)	(b)	(b)
22 Utilities	151	$3,775	$7,550	$11,325
23 Construction	262	$6,550	$13,100	$19,650
31 Manufacturing	60	$1,500	$3,000	$4,500
42 Wholesale Trade	108	$2,700	$5,400	$8,100
44 Retail Trade	1,433	$35,825	$71,650	$107,475
48 Transportation and Warehousing	174	$4,350	$8,700	$13,050
51 Information	56	$1,400	$2,800	$4,200
52 Finance and Insurance	137	$3,425	$6,850	$10,275
53 Real Estate and Rental and Leasing	306	$7,650	$15,300	$22,950
54 Professional, Scientific, and Technical Services	152	$3,800	$7,600	$11,400
55 Management of Companies and Enterprises	(b)	(b)	(b)	(b)
56 Administrative and Support and Waste Management	488	$12,200	$24,400	$36,600
61 Educational Services	(b)	(b)	(b)	(b)
62 Health Care and Social Assistance	1,198	$29,950	$59,900	$89,850
71 Arts, Entertainment, and Recreation	(b)	(b)	(b)	(b)
72 Accommodation and Food Services	2,706	$67,650	$135,300	$202,950
81 Other Services (except Public Administration)	366	$9,150	$18,300	$27,450
92 Public Administration	1,343	$33,575	$67,150	$100,725
Total, All Industries	**9,525**	**$238,125**	**$476,250**	**$714,375**

Notes:
(a) These figures illustrate the potential revenue that may be generated through institution of a employee headcount tax at rates ranging from $25 to $75 per employee per year.
(b) Data for this sector was suppress by the California Employment Development Department (EDD) to protect against disclosure of potentially confidential employment and wage information.

Source: California Employment Development Department (EDD), Quarterly Census of Employment and Wages (QCEW); BAE, 2022.

At a rate of $25 per employee, the employee headcount tax could generate approximately $238,000 per year in revenue. If the rate were increased to $75 per employee, the revenue would similarly increase to approximately $714,400 per year. For comparison, the City of Santa Clara employee headcount tax rate is $45 per employee, which would yield around $476,250 per year in revenue if instituted in South Lake Tahoe.

These estimates are based on average annual employed in the City of South Lake Tahoe in 2021. The data notably exclude self-employed persons. To the extent that an employee headcount tax excludes certain types of businesses or industry sectors, the revenue would decrease accordingly. Table 11 provides additional estimates by industry to facilitate analysis. Resulting revenues may also be less in the event that the total tax payment assigned to any given business is capped, as is the case in some jurisdictions.

Assessment of Stakeholder Impact

The burden associated with imposition of a payroll expense or employee headcount tax would fall to business owners and operators. A payroll tax would impact businesses with large number of employees, as well as smaller businesses with higher paying jobs. An employee headcount tax would be more targeted, having a larger impact on businesses with more employees. As a tourism-based economy, many of the businesses in South Lake Tahoe with the largest employee counts are associated with lower margin and lower wage industries like Accommodations and Food Service and Retail Trade. Institution of payroll expense and employee headcount taxes function to increase the relative cost of labor. This may limit businesses' ability to increase wages in response to changes in the cost of living (e.g., housing costs, consumer inflation, etc.) and may induce some businesses to reduce staffing levels.

DEVELOPMENT DEPENDENT REVENUE SOURCES

Under California law, local governments may establish requirements that new housing developments set aside a specified share of the total housing inventory for occupancy by households with incomes at or below specified thresholds. These requirements are exercised under a jurisdiction's general police power to regulate land use and development to promote the public welfare. Jurisdictions are required to provide alternative means of compliance, which often includes the option to pay a fee in-lieu of building the required housing units. These requirements are legally differentiated from housing impact fees intended to mitigate the specific impacts of a project. Inclusionary housing requirements, as they are known, are alternatively designed to serve a constitutionally permissible public purpose other than mitigating the impact of the proposed development project. As such, California law no longer requires inclusionary housing policies to be based on an essential nexus or to reflect rough proportionality between the requirement and the estimated impact on the community.

Alternately, many jurisdictions also impose housing impact fees on non-residential development. These requirements are legally differentiated from inclusionary housing requirements in that they are functionally designed to mitigate a projects' estimated impacts on the community at large. Commercial linkage fee requirements, as they are often termed, must be based on an established essential nexus between the proposed project and the impacts being mitigated. The law also requires that the actions being taken to mitigate the impacts of the project must be roughly proportional to the impact being mitigated. Therefore, a commercial linkage fee for housing must be based on the workforce housing demand generated by the project as well as the relative cost of providing that housing.

The following section reviews the basic structure and procedures for establishing inclusionary housing policies (including in-lieu fees) and commercial linkage fees and provides examples of how much revenue may be generated as a result of implementation in South Lake Tahoe.

Inclusionary Housing In-Lieu Fee

California law authorizes jurisdictions to impose requirements that new residential developments set aside a specified share of the total new housing inventory for occupancy by households with incomes at or below specified thresholds. The ordinance specifies the expected term of affordability and outlines alternative options for complying with the ordinance, such as paying an in-lieu fee.

Applicable Legal Framework (AB 1505 and Related Legal Precedent)

The 2009 California Court of Appeals decision in *Palmer/Sixth Street Properties, L.P., et al. v. City of Los Angeles* affirmed a Superior Court decision that struck down elements of the City of Los Angeles inclusionary housing policy that required residential and mixed-use projects with

10 or more dwelling units per lot to set aside a portion of the units for occupancy by low-income households. The Court of Appeals found that requiring a newly constructed rental housing project to provide affordable housing units at restricted rents conflicted with the rights afforded to developers under the Costa-Hawkins act, which sets limits on municipal rent control ordinances and enshrined a developers' right to establish the initial rental rate for a new housing unit.

Assembly Bill (AB) 1505 was drafted and approved by the legislature in 2017 in response to the Palmer decision. The legislation authorizes local governments to adopt ordinances that require, as a condition of development of residential rental units, that the development set aside a specified share of the total housing inventory for occupancy by households with incomes at or below specified thresholds. AB 1505 requires jurisdictions to provide alternative compliance options, potentially including in-lieu fees, land dedication, off-site construction, or acquisition and rehabilitation of existing units. In cases where the applicable jurisdiction has not submitted their annual housing element report(s), or has not met at least 75 percent of their regional housing needs allocation (RHNA), AB 1505 authorizes the California Department of Housing and Community Development (HCD) to review ordinances that require more than 15 percent of the total housing inventory in a project to be affordable. Jurisdictions may adopt requirements in excess of 15 percent, but must provide an economic feasibility study that demonstrates that the ordinance does not "unduly constrain" housing production.

Prior to the passage of the 'Palmer Fix' in 2017, the 2015 ruling in the *California Building Industry Association (CBIA) v. City of San Jose* by the Supreme Court of California determined that the adopted inclusionary housing requirement on for-sale housing was designed "to serve a constitutionally permissible public purpose other than mitigating the impact of the proposed development project." As a result, the Court concluded that the ordinance was neither an exaction, nor a taking, under the Nolan/Dolan line of decision and, therefore, need not demonstrate that an essential nexus or rough proportionality exists between the requirement and the projected impact of the proposed land use.

Establishing an Inclusionary Housing Ordinance

The authority of local governments to establish inclusionary housing policies, as codified by AB 1505, is grounded in a jurisdictions constitutional police power which permits local governments to regulate the use of land in such a way as to advance the public welfare. Establishment of an inclusionary housing policy may, therefore, be accomplished through legislative action of the applicable governing body and does not require a voter approval.

Comparison with Nearby Jurisdictions

Neither the City of South Lake Tahoe, nor El Dorado County, currently have inclusionary housing ordinances.

Placer County adopted an updated *Affordable Housing and Employee Accommodation Ordinance* and fee as of April 19, 2022.[35] [36] The ordinance requires projects with more than 100 units to set aside at least 10 percent of the units for sale or rent at affordable prices. Projects with between eight and 200 units have the option to pay an in-lieu fee of $2.45 per habitable square foot of each market rate housing unit. The ordinance also establishes a commercial linkage fee, which is discussed in more detail in a later section.

The Town of Truckee applies a 15 percent inclusionary housing requirement.[37] For inclusionary units offered as rental housing, either 100 percent of the units must be affordable to low-income households, or one-third may be very low-income, one-third may be low-income, and one-third may be moderate-income. For inclusionary housing units offered for-sale, all units maybe affordable to moderate-income households, or one-third may be low-income, one-third may be moderate-income, and one third may be above moderate-income. Projects with fewer than eight units, the developer may elect to pay the in-lieu fee of $134,413 per required affordable housing unit at their discretion without additional review or approval from either staff or the Town Council. There are also a variety of exemptions, including for individual single-family dwelling units on single-family lots.

Establishing an Inclusionary Housing Percentage

As discussed above, AB 1505 and applicable case law eliminated the requirement for local governments to establish a nexus between the impacts created by a project and any mitigating requirements, such as the creation of affordable and workforce housing units. While AB 1505 authorizes HCD to review inclusionary housing policies with percentages greater than 15 percent, it does not prohibit jurisdictions from establishing higher rates, but rather imposes a requirement that the jurisdiction potentially demonstrate that such a rate does not unduly hinder the financial feasibility of new development. Therefore, the City of South Lake Tahoe may establish an inclusionary housing percentage at the discretion of the City Council.

Appendix A provides the results of an abbreviated affordable and workforce housing nexus analysis for residential development. The analysis found that development of a typical newly constructed single-family home priced at $815,000 would generate demand for 0.9 workforce housing units, including 0.03 units at low- to extremely low-incomes, 0.02 at moderate incomes, and 0.02 at achievable incomes. Excluding the highest income category (i.e., greater than single-family achievable at 180 percent of AMI), the effective multiplier is 0.06. The

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[35] County of Placer. (July 1, 2020). *Affordable Housing and Employee Accommodation Ordinance and Fee*. Available at: https://www.placer.ca.gov/DocumentCenter/View/62116/AH-and-EH-Accommodation-Ordinance-and-Fee-Fact-Sheet-Updated-070122

[36] County of Placer. (October 6, 2020). *An Ordinance to repeal and replace Placer County Code, Chapter 15, Article 15.65 (Affordable Housing)*. Available at: https://www.placer.ca.gov/DocumentCenter/View/48557/Ord-6050-B_BOS-approved-10-27-20?bidId=

[37] Town of Truckee. (May 3, 2007). *Ordinance 2007-05*. Available at: https://portal.laserfiche.com/Portal/DocView.aspx?id=36704&repo=r-6a91ddbc

analysis also found that for high-end luxury single-family homes, the impacts are higher at 0.17 across all income levels, or 0.12 covering extremely low-income through single-family achievable (i.e., up to 180 percent of AMI)

Equivalent Fee In-Lieu of Development

There are different philosophies regarding identification of a justifiable fee to be applied in-lieu of developing required inclusionary housing units. Some jurisdictions, seeking to limit the potential impact on development feasibility, limit the in-lieu fee to be equivalent to the anticipated contribution from local government in support of affordable housing development. Other jurisdictions set the in-lieu fee amount based on the full cost, more or less, of providing the required housing unit, recognizing that the in-lieu fee is intended to be equivalent to construction of the unit on-site as part of the planned market rate development.

According to an October 4, 2022, staff report to City Council, the City of South Lake Tahoe contributed $2.44 million towards construction of the Sugar Pine affordable housing development, which began site preparations in fall 2022. With a total of 248 units planned, this equals a subsidy amount of $9,845 per unit in direct city subsidy.

Alternatively, Table 12 identifies the approximate financing gap associated with low-income housing units built with the use of low-income housing tax credit (LIHTC) equity, excluding the remaining funding sources used in projects like Sugar Pine. The intent of these calculations is to illustrate the financing gap that the City may need to help close in the event that other special funding programs, such as Multifamily Housing Program (MHP), Affordable Housing and Sustainable Communities (AHSC), Infill Infrastructure Grant (IIG), and other similar programs, are no longer available. The calculations illustrate that affordable multifamily housing projects using tax credits without supplemental subsidy sources may have funding gaps ranging from more than $395,000 per low-income unit (i.e., 80 percent of AMI) to nearly $552,000 per extremely low-income unit (i.e., 30 percent of AMI).

Table 13 highlights the potential funding gap that may exist for non-tax credit rental housing restricted to occupancy by households in the moderate-income (i.e., 120 percent of AMI) and multifamily achievable (125 percent of AMI) categories. The cost basis for these units is much less compared to tax credit projects due to reduced regulation, but nonetheless range from nearly $42,000 per multifamily achievable unit to almost $59,000 per moderate-income unit.

The analysis summarized in Appendix A indicates that the minimum in-lieu fee that would align with estimated workforce housing demand induced by new single-family development, as documented in the nexus analysis would range from just under $15,000 to nearly $29,000 per unit. That assumes an inclusionary percentage of between nine and 12 percent and that each project proportionately accounts for its impacts across all income levels. However, under state law, the City may establish a percentage up to 15 percent, which if requiring delivery of all low-income housing could justify an in-lieu fee of up to $59,300 per market rate unit.

Table 12: Financing Gap Analysis, Tax Credit Affordable Multifamily

	Income Level		
	Extremely Low Income (30% AMI)	Very Low Income (50% AMI)	Low Income (80% AMI)
Household Income Limit (a)	$27,400	$45,600	$72,950
Maximum Affordable Monthly Rent Per Unit (b)	$554	$1,009	$1,693
Monthly Operating Expenses (c)	$529	$529	$529
Vacancy (d)	5%	5%	5%
Net Operating Income Per Unit (e)	($2)	$430	$1,079
Net Operating Subsidy from Other Sources (f)	$2	$0	$0
Permanent Financing			
Monthly Supportable Debt Service Per Unit (g)	$0	$374	$939
Loan Amount (h)	$0	$62,356	$156,566
LIHTC Equity (i)	$273,315	$273,315	$273,315
Affordable New Unit Development Cost (j)	$825,227	$825,227	$825,227
Financing Gap Per New Unit (k)	($551,912)	($489,556)	($395,346)

Notes:
(a) Based on a 3-person Household
(b) Affordable rents equal to 30 percent of gross monthly income, minus a utility allowance.
(c) Data from 2018 tax credit funding applications for affordable housing projects in Placer and Sacramento Counties.
(d) Based on the standard required assumption for affordable housing financing and tax credit applications.
(e) Affordable monthly rent minus operating expenses and vacancy.
(f) Operating subsidy is necessary for units with a negative net operating income based on the restricted rent level.
(g) Net operating income plus operating subsidy, divided by the debt coverage ratio: 1.15
(h) Assumes an interest rate of 6.0 percent and a 30-year loan term.
(i) Assumes 90% of total cost are eligible for LIHTC. Assumes the 4-percent LIHTC program. Assumes $0.92 per tax credit.
(j) Based on the Sugar Pine Affordable Housing average construction cost.
(k) Total development cost per unit minus the per unit supportable loan amount.

Sources: CTCAC, 2022; City of South Lake Tahoe, 2022; BAE, 2022.

Table 13: Financing Gap Analysis, Non-Tax Credit Workforce Multifamily

	Income Level	
	Moderate Income (120% AMI)	MF Achievable (125% AMI)
Household Income Limit (a)	$110,400	$115,000
Maximum Affordable Monthly Rent Per Unit (b)	$2,629	$2,744
Monthly Operating Expenses (c)	$868	$906
Vacancy (d)	5%	5%
Net Operating Income Per Unit (e)	$1,630	$1,701
Capitalization Rate	5.00%	5.00%
Market Value (f)	$391,195	$408,307
Affordable New Unit Development Cost (g)	$450,000	$450,000
Financing Gap Per New Unit (h)	($58,805)	($41,693)

Notes:
(a) Based on a 3-person Household
(b) Rents are equal to 30 percent of gross monthly income, minus a utility allowance.
(c) Assumes operating costs are equal to 33 percent of gross income.
(d) Based on the standard assumption by market-rate developers.
(e) Monthly rent minus operating expenses and vacancy.
(f) Estimates the market value by dividing the Net Operating Income by the market capitalization rate.
(g) Based on the estimated development cost for market-rate multifamily developments in the Tahoe area.
(h) Total development cost per unit minus the per unit supportable loan amount.

Sources: City of South Lake Tahoe, 2022; BAE, 2022.

Financial Feasibility Testing

Appendix B provides detailed static proforma financial worksheets outlining the costs and revenues associated with construction of a luxury single-family residential property valued at approximately $3.125 million. Based on this analysis, such a project would have no difficulty absorbing the highest identified potential in-lieu fee amount of $59,000 per market rate unit, without overly impacting the developers anticipated return requirements.

Estimated Revenue Potential

Based on the nexus analysis calculations provided in Appendix A, the City should consider setting an in-lieu fee amount(s) of not less than $15,000 per median priced single-family unit or $29,000 per luxury unit.[38] These values represent the minimum that the City should consider to ensure that new developments are required to offset their estimated impacts on the community at large. If adopted at these levels, the residential in-lieu fee could generate somewhere between $300,000 and $720,000 per year in revenue to the City of South Lake Tahoe, assuming between 20 and 25 new single-family homes per year. If the City elects to pursue a more rigorous inclusionary housing policy (i.e., at least a 15 percent inclusionary requirement) and an in-lieu fee of no less than $59,000 per market rate unit, the residential in-lieu fee could generate between $1.2 and $1.5 million per year, assuming 20 to 25 new single-family homes built per year on average (i.e., equal to the average number of newly completed single-family homes per year over the past five years). If the City elects to apply a policy that only applies to large luxury single-family homes over 5,000 square feet in size, the City may reasonably expect to receive around $177,000 per year in revenue, assuming an average of three new luxury single-family homes over 5,000 square feet per year.

Assessment of Stakeholder Impact

The burden associated with imposition of a new inclusionary housing requirement is primarily borne by the development community and by buyers of newly built residential properties. Inclusionary housing requirements and associated in-lieu fees effectively increase the cost of new development by either requiring a developer to build units that require subsidy (i.e., for rental or sale at below market rates) or to pay a fee in-lieu. The increased cost increases the price point at which the unit must be sold or rented in order for the developer to achieve the same return. Therefore, either the developer must accept a lesser return, or the price is increased to the extent that the market will bear. However, as is noted in the financially feasibility analysis later on in this report, it appears likely that higher-end luxury single-family development may readily absorb the added cost imposed by a new inclusionary requirement.

[38] Figures are rounded to the nearest $1,000.

Commercial Linkage Fee

Many jurisdictions also impose housing impact fees on non-residential development. These requirements are legally differentiated from inclusionary housing requirements in that they are functionally designed to mitigate a projects' estimated impacts on the community at large. Commercial linkage fee requirements, as they are often termed, must be based on an established essential nexus between the proposed project and the impacts being mitigated. The law also requires that the actions being taken to mitigate the impacts of the project must be roughly proportional to the impact being mitigated.

Establishing a Commercial Linkage Fee Ordinance

Unlike inclusionary housing policies, which are permitted under local police powers, business linkage fees are intended to offset the estimated impact(s) imposed on the community by a newly proposed non-residential development project. Such policies are, therefore, subject to the provisions of the California Mitigation Fee Act (Government Code Section 66000 et seq.), which requires local governments to prepare a nexus study that demonstrates a reasonable relationship between the impacts of new development, the facilities needed to address those impacts, and the fees that the jurisdiction intends to charge. Assembly Bill (AB) 602 further requires that nexus studies "identify the existing level of service for each public facility, identify the proposed new level of service, and include an explanation of why the new level of service is appropriate."[39] Therefore, prior to adopting a business linkage fee, the City would need to go through the exercise of documenting the level of service, which in this case would be equal to the current inventory of publicly-assisted affordable and workforce housing in South Lake Tahoe and must demonstrate that construction of new non-residential space creates additional demand for affordable and workforce housing that cannot be met with existing resources (e.g., very low vacancy rates). Once the nexus study is completed, the commercial linkage fee may be adopted by the governing body by ordinance and does not require a vote.

Comparison with Nearby Jurisdictions

Neither the City of South Lake Tahoe, nor El Dorado County, currently have commercial linkage fee ordinances. Placer County imposes an "Employee Accommodation" fee of $2.45 per net building square foot which applies to all new non-residential (i.e., commercial) development in the Sierra Nevada and Lake Tahoe Basin. The Town of Truckee requires that non-residential developments construct housing equivalent to accommodate between 3.5 and 14 percent of the estimated employment generated directly by the project itself, with units being rented directly by persons employed at the development or to low-income households in the community. In Truckee, developers may also pay a fee in-lieu of building required units of $134,413 per housing unit required.

[39] See Government Code Section 66016.5(a)(2).

Table 14: Induced Demand for Workforce housing and Equivalent Linkage Fee

Land Use Type	Estimated Household Income as a Percent of AMI (a) Extremely Low (30% AMI)	Very Low (50% AMI)	Low (80% AMI)	Moderate (120% AMI)	MF Achievable (125% AMI)	SF Achievable (180% AMI)	Higher Income (>180% AMI)	Total, All
Retail/Restaurant								
Proportion of Total Jobs (b)	6.3%	7.9%	17.7%	24.5%	0.1%	14.9%	28.5%	**100%**
Estimated Jobs Per 1,000 Sq. Ft. (c)	0.13	0.16	0.35	0.49	0.00	0.30	0.57	**2.00**
Worker Households Per 1,000 Sq. Ft. (d)	0.12	0.12	0.24	0.28	0.00	0.17	0.30	**1.22**
Net Cost Per Unit Provided (e)	$551,912	$489,556	$395,346	$58,805	$41,693	20,200.00	n.a.	**n.a.**
Equivalent Fee Amount	$64,092	$60,443	$94,366	$16,602	$65	$3,352	n.a.	**$238,920**
Per Square Foot	$64	$60	$94	$17	$0.06	$3.35	n.a.	**$239**
Hotel/Motel								
Proportion of Total Jobs (b)	6.1%	16.4%	17.1%	21.7%	1.6%	10.6%	26.5%	**100%**
Estimated Jobs Per 1,000 Sq. Ft. (c)	0.04	0.11	0.11	0.14	0.01	0.07	0.18	**0.67**
Worker Households Per 1,000 Sq. Ft. (d)	0.04	0.09	0.08	0.08	0.01	0.04	0.09	**0.42**
Net Cost Per Unit Provided (e)	$551,912	$489,556	$395,346	$58,805	$41,693	$20,200	n.a.	**n.a.**
Equivalent Fee Amount	$20,859	$42,199	$30,333	$4,906	$246	$790	n.a.	**$99,333**
Per Square Foot	$21	$42	$30	$4.91	$0.25	$0.79	n.a.	**$99**

Notes:
(a) Based on the 2022 Tahoe Regional Planning Agency (TRPA) Residential Bonus Unit Program income limits.
(b) As calculated based on data reported in the U.S. Census Bureau's Public Use Microdata Sample (PUMS) dataset.
(c) Based on an assumed 500 square feet per employee for retail uses and 1,500 square feet per employee for tourist accommodation use, distributed based on the proportion of total jobs at each income level reported in the line above.
(d) Based on the estimated jobs per 1,000 sq. ft. reported for each land use divided by the estimated average number of workers per workforce household by income level.
(e) Based on the net cost to provide housing at each income level as reported in Tables 12 and 13.

Sources: Census, American Community Survey Public-Use Microdata Sample (PUMS) 2016-2020; California Department of Housing and Community Development (HCD), Section 8 Income Limits; Tahoe Regional Planning Agency (TRPA), Residential Bonus Unit Program income limits; BAE, 2022.

Essential Nexus and Maximum Justifiable Fee

Table 14, above, identifies induced employment associated with retail/restaurant and hotel/motel type uses in South Lake Tahoe. The analysis assumes an average of 500 square feet per employee for retail/restaurant uses and 1,500 square feet per employee for hotel/motel uses. The induced employment per 1,000 square feet of development is distributed by income level and household size based on analysis of information contained in the U.S. Census Bureau's Public Use Microdata Sample (PUMS) dataset. The analysis then applies the net cost to provide housing at each income level to identify the equivalent fee amount per 1,000 square feet of new development and subsequently per square foot of new development. Based on this approach, BAE estimates that the maximum legally justifiable commercial linkage fee that may be applied to retail/restaurant uses is $239 per square foot, and $99 per square foot for hotel/motel uses.

As discussed in the following section, it is unlikely that new developments can absorb the full legally justifiable fees. Recognizing that linkage fees are "ride along" fees (i.e., are only generated as a result of new development), most jurisdictions adjust the applicable fee downwards as to not unduly constrain desirable new development. There are two approaches that the City may consider to identify an acceptable fee level. First, the City may consider whether they want to craft the ordinance to only require mitigation for workforce housing demand that falls into specific income categories, such as extremely low- through low-income, or whether the ordinance should account for all induced demand. Second, the City may simply consider the fee that may be reasonably absorbed by new development, regardless of whether it covers the full impacts within a given income category.

Financial Feasibility Testing

Appendix B provides detailed static proforma financial worksheets outlining the costs and revenues associated with construction of stand-alone retail, hotel, and tourist mixed-use developments in South Lake Tahoe.

Overall, the financial feasibility testing exercise found that neither of the pure hotel prototypes are likely to be able to absorb much in the way of an additional linkage fee burden.

The retail prototype may likely be able to absorb imposition of a linkage fee, though only because it's positioned at the top of the local retail real estate market. Retail projects that are less well positioned are unlikely to be able to absorb imposition of a commercial linkage fee.

The tourist mixed-use prototype is likely to be able to absorb imposition of a potentially significant commercial linkage fee, with options available for how the fee is applied across the various retail versus condotel project components.

Tourist Mixed-Use

The development type with the greatest potential for feasibility is the high-density tourist mixed-use prototype, which includes 72 hotel units and 66 for-sale condominium units, with 18,400 square feet of ground floor retail and structured parking on 1.5 acres of land. Based on current listings for land available for purchase in the tourist core, the project may face land costs between $3.5 and $5.0 million per acre. With a residual land value of nearly $8.1 million per acre, BAE estimates that a project of this type could potentially support imposition of a hotel linkage fee of up to $44 per square foot, or the retail linkage fee of $239 plus a hotel linkage fee of $7 per square foot. In either scenario, the City would be imposing a fee burden equal to approximately $5.2 million. Note however, that the retail component of the project is likely being subsidized by the condotel component; therefore, an impact fee imposed on the condotel component would be more efficient and less likely to be impacted by adjustments in the ancillary aspects of the project design. In terms of revenue generation potential, the potential value capture is significant, though projects such as this are relatively infrequent.

Traditional Hotel Uses

This analysis includes evaluation of two different hotel prototypes. The first is a smaller boutique hotel, similar to the Desolation property, while the second is based roughly on the Hampton Inn redevelopment. The analysis indicates that the smaller boutique hotel prototype is marginally feasible without imposition of linkage fees, while the larger hotel prototype is more challenged (i.e., only feasible with minimal land use commodity costs and relatively aggressive assumptions regarding occupancy and average daily rates). At current land prices, neither project is likely able to absorb much in the way of additional linkage fee burden. While economic theory suggests that imposition of fees would put downward pressure on land values, land values tend to be resistant to such forces in practice and it can often take numerous economic cycles to realize the anticipated effects.

Lifestyle Retail Center

The financial feasibility analysis included one retail prototype, which was modelled off the Building A retail pad located on part of the Whole Foods shopping center property at 3640 Lake Tahoe Boulevard. This represents a premium new build retail property. The proforma model assumes a 12,000 square foot standalone building on 1.6 acres. Based on an evaluation of the subject property, the analysis assumes relatively high rents and an aggressive capitalization rate, which nets a residual land value of approximately $3.6 million per acre, which notably above the $2.8 million that was paid for the land in 2019. As such, the retail prototype is expected to be feasible under current market conditions, with the potential to absorb a small commercial linkage fee of up to $90 per square foot, equal to approximately $1.08 million in total additional project cost. However, please note that this represents a very high-end retail project and that less well positioned projects may not be able to absorb the same additional impact fee burden. Also, the city may be challenged to apply

linkage fees to existing buildings undergoing tenant improvements (TI), as an argument can be made that the impacts of the development have already accrued within the community.

Estimated Revenue Potential

Based on the financial feasibility analysis, as described above on pages 36 and 37 and in Appendix B, BAE does not expect that the City could feasibly impose a hotel linkage fee on smaller to medium sized hotel projects without impacting development feasibility, though the tourist mixed-use could likely absorb an impact fee up to $44 per square foot for the hotel component only, or $239 per square foot for the retail component plus up to $7 per square foot for the hotel component.

It is also likely feasibly impose a linkage fee on new retail uses, except for projects positioned at the very highest-end of the market. For example, the retail prototype used for this analysis could potentially absorb a linkage fee of up to $90 per square foot, or approximately $1.08 million for a 12,000 square foot building. Also, the city may be challenged to apply linkage fees to existing buildings undergoing tenant improvements (TI), as an argument can be made that the impacts of the development have already accrued within the community.

It is likely that the City may impose either a retail linkage fee or a hotel linkage fee on high-end tourist mixed use development in the tourist core. Assuming a land cost of $3.5 million per acre, the modeled development could potentially absorb roughly $5.2 million in total linkage fees, applied to the hotel component only or divided between the retail and hotel project components respectively, as discussed on page 36.

Assessment of Stakeholder Impact

The burden associated with imposition of a new commercial linkage requirement is primarily borne by the development community and potentially by tenants of the new project. Commercial linkage fees effectively increase the cost of new development, which must either be absorbed by the developer in terms of a reduced return or passed on to tenants in the form of higher rental rates (to the extent that the market will absorb such an increase without a commensurate increase in vacancy).

APPENDIX A: RESIDENTIAL NEXUS ANALYSIS

The following represents an abbreviated nexus analysis that identifies the minimum inclusionary housing percentage that would offset the impacts imposed by new single-family housing development. This information is provided to help inform potential deliberations regarding an appropriate inclusionary housing percentage and should not be interpreted as legal direction recognizing that state law does not require establishment of an essential nexus. Rather, BAE recommends that the City use this information to inform the minimum inclusionary percentage that can be expected to offset the direct impacts of a project and that a higher percentage may be considered to provide a supplemental benefit to the community.

Establishing an Informational Nexus

To provide a representative analysis illustrating the impact of new single-family development on demand for local workforce housing in South Lake Tahoe, BAE evaluated two alternative scenarios. The first scenario considers the workforce housing demand that is induced based on household spending associated with full-time occupancy of a typical newly constructed single-family home. The second scenario considers the impacts of a high-end luxury property.

Under both scenarios, BAE reviewed the available information on assessed value for properties with building permits issued within the last five years with construction having been completed in 2022. BAE's assessment indicates that an average new build single-family home is valued at approximately $815,000, while a typical luxury housing unit is valued at roughly $3.125 million. Exhibits A1 and A2 roughly illustrate the income needed to purchase properties at these price points, indicating that the purchase of a median priced newly built unit would require an income of roughly $205,000 per year, while a luxury property would require an income of roughly $786,000 per year, assuming the properties were financed.[40]

Based on the estimated household incomes needed to afford newly constructed single-family housing in South Lake Tahoe, either at the median price or a luxury unit, BAE then estimated the number of jobs that would be supported based on household spending associated with the occupant household. This analysis assumes that the units are occupied full time. This is a simplifying assumption recognizing the observed variation in how second homes are used; however, it reflects the likely high-end potential impacts associated with a property that may be used as a primary residence or as a second home with varying occupancy levels.

[40] Incomes associated with buyers of second homes in South Lake Tahoe likely exceed these estimates, recognizing that these households would also own a primary residence. However, it is not possible to estimate the actual household income of second home buyers without having access to private income tax data, which is not available. Therefore, this analysis uses the minimum income needed to purchase the properties, which is likely conservative.

Exhibit A1: Household Income Required to Purchase a Typical New Single-Family Home in South Lake Tahoe, 2022

Estimated Sale Price, New Units (a)	$815,000
Monthly Housing Cost, New units (b)	$5,122
Annual Housing Cots	$61,460
Household Income Required (c)	$204,867

Notes:
(a) Represents the estimated value of a typical newly constructed single-family home in South Lake Tahoe in 2022.
(b) Monthly ownership costs are based on the following assumptions:

Annual Interest Rate	6.6%
Loan Term (Years)	30 years
Down Payment (% of Sale Price)	20%
Property Tax (Annual)	1.0%
Homeowners Insurance (% of Sale Price)	0.4%

(c) Assumes that housing costs do not exceed 30 percent of household income.

Sources: ListSource; Local Mortgage Brokers; California Department of Insurance, Homeowners Premium Survey; BAE, 2022.

Exhibit A2: Household Income Required to Purchase a New Luxury Single-Family Home in South Lake Tahoe, 2022

Estimated Sale Price, New Units (a)	$3,125,000
Monthly Housing Cost, New units (b)	$19,638
Annual Housing Cots	$235,660
Household Income Required (c)	$785,534

Notes:
(a) Represents the estimated value of a newly constructed luxury single-family homes in South Lake Tahoe as of 2022.

(b) Monthly ownership costs are based on the following assumptions:

Annual Interest Rate	6.6%
Loan Term (Years)	30 years
Down Payment (% of Sale Price)	20%
Property Tax (Annual)	1.0%
Homeowners Insurance (% of Sale Price)	0.4%

(c) Assumes that housing costs do not exceed 30 percent of household income.
(d) This assumes that the hypothetical development project contains a total of 10 units. This assumption provides for ease of analysis and does not impact the results of the analysis.

Sources: ListSource; Local Mortgage Brokers; California Department of Insurance, Homeowners Premium Survey; BAE, 2022.

Exhibit A3 reports the estimated induced employment generated by occupancy of new single-family homes in South Lake Tahoe within both the median and luxury markets. The estimates were generated using the Impacts for Planning (IMPLAN) economic impact model. Due to the limited impacts per household, the analysis calculates impacts assuming a total of 100 households at each income level, then coverts the estimates to reflect the total impact per

household. Based on this approach, BAE estimates that occupancy of a typical newly built single-family home in South Lake Tahoe may generate demand for 15 new jobs for every 100 households, which represents a jobs multiplier of 0.15 per household. Occupancy of 100 luxury single-family homes would generate demand for 28 new jobs, or .28 jobs per household. To the extent that these units are occupied less than full-time, the impacts would be reduced.

Exhibit A3: Estimated Economic Impacts Per 10 New Households

Typical New Single-Family Homes (a)

Impact Type	Employment	Labor Income	Value Added	Output
Direct	0.0	$0	$0	$0
Indirect	0.0	$0	$0	$0
Induced	15	$729,648	$1,261,719	$2,114,969
Total	**15**	**$729,648**	**$1,261,719**	**$2,114,969**
Per Job	*1*	*$49,081*	*$84,871*	*$142,267*
Per Unit	*0.15*	*$7,296*	*$12,617*	*$21,150*

New Luxury Single-Family Homes (b)

Impact Type	Employment	Labor Income	Value Added	Output
Direct	0	$0	$0	$0
Indirect	0	$0	$0	$0
Induced	28	$1,271,001	$2,345,086	$3,807,455
Total	**28**	**$1,271,001**	**$2,345,086**	**$3,807,455**
Per Job	*1*	*$44,925*	*$82,889*	*$134,578*
Per Unit	*0.28*	*$12,710*	*$23,451*	*$38,075*

Notes:
(a) Based on estimated household spending associated with 100 households earning approximately $204,867 per year.
(a) Based on estimated household spending associated with 100 households earning approximately $785,534 per year.

Sources: Impacts for Planning (IMPLAN) Economic Impact Model; BAE, 2022.

Exhibit A4, on the following page, further breaks down the induced jobs estimates from Exhibit A3 by income level and convers jobs to workforce households based on the average number of workers per household within each income category. Based on this data, occupancy of newly constructed single-family homes in South Lake Tahoe likely generates demand for approximately one new workforce housing unit for every ten median priced units constructed. Excluding higher income workforce housing demand (i.e., greater than 180 percent of AMI), this ratio decreases to one workforce unit for every 15 median priced market rate units. Meanwhile, occupancy of newly constructed luxury single-family homes likely generates demand for one new workforce housing unit for every six new luxury properties, or for every eight luxury properties if excluding higher income (i.e., greater than 180 percent of AMI) workforce housing demand. Note that if the City of South Lake Tahoe were to establish an inclusionary policy at these levels, it would be well below the allowable 15 percent.

Based on the distribution of workforce housing demand by income level illustrated in Exhibit A4, BAE then calculated the estimated cost associated with bringing those units to market. Exhibit A5 reports the estimated total cost associated with building housing units at each income level as well as the net funding gap that would need to be closed to bring these units to market.[41]

Exhibit A4: Induced Employment and Workforce Housing Demand by Income Level

Typical New Single-Family Homes (a)

Household Income Level	Jobs (b)	Ave. Workers Per Household (c)	Est. Worker Households	*Per New unit*
Extremely Low (30% AMI)	0.7	1.1	0.6	*0.01*
Very Low (50% AMI)	1.0	1.3	0.8	*0.01*
Low (80% AMI)	2.3	1.5	1.6	*0.02*
Moderate (120% AMI)	3.4	1.7	2.0	*0.02*
MF Achievable (125% AMI)	0.3	1.8	0.1	*0.00*
SF Achievable (180% AMI)	2.6	1.8	1.4	*0.01*
Higher Income (>180% AMI)	4.6	1.9	2.4	*0.02*
Total, All Income Levels	**14.9**	**1.7**	**8.9**	*0.09*
Per New Unit	*0.15*	*0.02*	*0.09*	

New Luxury Single-Family Homes (d)

Household Income Level	Jobs (a)	Ave. Workers Per Household (b)	Est. Worker Households	*Per New unit*
Extremely Low (30% AMI)	1.3	1.1	1.2	*0.01*
Very Low (50% AMI)	1.9	1.3	1.5	*0.02*
Low (80% AMI)	4.6	1.5	3.1	*0.03*
Moderate (120% AMI)	6.5	1.7	3.8	*0.04*
MF Achievable (125% AMI)	0.5	1.8	0.3	*0.00*
SF Achievable (180% AMI)	4.8	1.8	2.7	*0.03*
Higher Income (>180% AMI)	8.7	1.9	4.5	*0.05*
Total, All Income Levels	**28.3**	**1.7**	**17.0**	*0.17*
Per New Unit	0.28	0.02	0.17	

Notes:
(a) Based on estimated household spending associated with 10 households earning approximately $204,867 per year.
(b) Based on the distribution of induced jobs industry sector, as reported by IMPLAN, combined with the distribution of workers by industry and household income, as reported in the Public Use Microdata Sample (PUMS) for the greater South Lake Tahoe area.
(c) Based on the distribution of workers by industry sector and household income level, as reported in the PUMS.
(d) Based on estimated household spending associated with 10 households earning approximately $785,534 per year.

Sources: IMPLAN; U.S. Census Bureau, Public Use Microdata Sample (PUMS); BAE, 2022.

[41] The analysis assumes that housing targeted towards households earning less than 80 percent of the area median income (AMI) would be funded in part by state and federal tax credits. As such, the cost to deliver those units is quite elevated at more than $825,000 per unit. Housing targeted towards moderate income households (i.e., 81-120 percent of AMI) and multifamily achievable (i.e., 120-125 percent of AMI) are assumed to be market rate multifamily rental units, with an estimated total development cost of $450,000 per unit. Housing targeted towards households in the single-family achievable income (i.e., 125-180 percent of AMI) category are assumed to be detached single-family homes. Where the analysis assumes new construction for units serving the multifamily achievable income category and below, BAE assumes that households in the single-family achievable income category would be purchasing existing housing units at market rates.

Exhibit A5: Estimated Funding Gap and Equivalent In-Lieu Fee Amount

Typical New Single-Family Homes (a)

Household Income Level	New Workforce *Housing Demand Per New Market Rate Unit* (b)	Estimated Cost Per Workforce Unit (c) Total Cost	Net Gap	Equiv. In-Lieu Fee Per Market Rate Unit (d)
Extremely Low (30% AMI)	*0.01*	$825,227	$551,912	$3,333
Very Low (50% AMI)	*0.01*	$825,227	$489,556	$3,718
Low (80% AMI)	*0.02*	$825,227	$395,346	$6,228
Moderate (120% AMI)	*0.02*	$450,000	$58,805	$1,167
MF Achievable (125% AMI)	*0.00*	$450,000	$41,693	$62
SF Achievable (180% AMI)	*0.01*	$642,500 (e)	$20,200	$286
Higher Income (>180% AMI)	*0.02*	n.a.	n.a.	n.a.
Total, All Income Levels	*0.09*			**$14,794**
Excluding Higher Income (>180% AMI)	*0.06*			

New Luxury Single-Family Homes (e)

Household Income Level	New Workforce *Housing Demand Per New Market Rate Unit* (b)	Estimated Cost Per Workforce Unit (c) Total Cost	Net Gap	Equiv. In-Lieu Fee Per Market Rate Unit (d)
Extremely Low (30% AMI)	*0.01*	$825,227	$551,912	$6,380
Very Low (50% AMI)	*0.02*	$825,227	$489,556	$7,355
Low (80% AMI)	*0.03*	$825,227	$395,346	$12,181
Moderate (120% AMI)	*0.04*	$450,000	$58,805	$2,207
MF Achievable (125% AMI)	*0.00*	$450,000	$41,693	$123
SF Achievable (180% AMI)	*0.03*	$642,500	$20,200	$536
Higher Income (>180% AMI)	*0.05*	n.a.	n.a.	n.a.
Total, All Income Levels	*0.17*			**$28,782**
Excluding Higher Income (>180% AMI)	*0.12*			

Notes:
(a) Based on estimated household spending associated with 10 households earning approximately $204,867 per year.
(b) Represents the estimated new workforce housing demand by income level generated by household spending associated with a newly constructed single-family housing unit.
(c) Reflects the estimated total cost and net financing gap associated with providing housing at each income level. Housing targeted for occupancy at 80 percent of AMI or below is assumed to be new construction funded using state and federal tax credits. Housing occupied by households in the moderate-income (81-120 percent of AMI) and multifamily achievable (121-125 percent of AMI) income categories is assumed to be newly constructed market rate multifamily rental housing. Housing occupied by households in the single-family achievable (126-180 percent of AMI) income category is assumed to be existing single-family resale inventory.
(e) Based on estimated household spending associated with 10 households earning approximately $785,534 per year.

Sources: IMPLAN; U.S. Census Bureau, Public Use Microdata Sample (PUMS); BAE, 2022.

Estimated Revenue Potential

Based on the nexus analysis discussed above, BAE recommends that the minimum inclusionary housing percentage that the City might consider as part of a potential inclusionary housing policy would range from six percent for typical newly built single-family homes to 12 percent for newly built luxury single-family homes. Note that state law permits establishment of an inclusionary housing percentage up to 15 percent without HCD review and that jurisdictions may set requirements even higher if it can be demonstrated that it would not overly inhibit the financial feasibility of new development. Based on the nexus analysis calculations provided in Exhibits A1 through A5, the City should consider setting in-lieu fee amounts of not less than $15,000 per median priced single-family unit and $29,000 per luxury unit.[42] These values represent the minimum that the City should consider to ensure that new developments are required to offset their estimated impacts on the community at large. If the City were to set an inclusionary requirement at 15 percent, a fee up to approximately $59,000 may also be justifiable (i.e., 15 percent of $395,000, which is equal to the net financing gap for multifamily rental units affordable to low-income households).

[42] Figures are rounded to the nearest $1,000.

APPENDIX B: PROFORMA FINANCIAL FEASIBILITY TESTING

Building on previous sections of this report, this Appendix presents an analysis of the potential financial feasibility of five real estate development prototypes for the purposes of identifying linkage fee amounts that would not negatively affect the feasibility of new development projects in South Lake Tahoe.

Prototype Formulation

For the purposes of this research, City staff requested analysis of five unique development prototypes which are generally representative of the types of development the city has experienced in the recent past and/or expects to see in the near future. Summarized in Exhibit B1 below, the development prototypes include:

Hotel Prototype #1 – Luxury/Boutique

The first of the two hotel prototypes is a small-scale luxury boutique hotel development, similar in scale and finish to the Desolation hotel property. While the Desolation Hotel is a unique condo style hotel, the prototype project would be of similar scale and finish but differs in room design and count. It would be located on a 0.69-acre site, with a 16,640 square foot three story building, with 40 rooms with an average of 300 square feet. This represents a land coverage ratio of 76 percent. The project includes a 1,040 square foot restaurant space that is considered incidental to the primary hotel use on the site. The project is assumed to be surface parked.

Hotel Prototype #2 – Upper Mid-Scale

The second hotel prototype is an upper mid-scale offering with 120 rooms, compared to the 40 in hotel prototype number one. The project includes an approximately 60,000 square foot three story building, located on a 2.3-acre site, which equals a coverage ratio of 73 percent. The project includes a 2,000 square foot retail/restaurant space that is again considered incidental to the primary hotel use. The project is assumed to be surface parked. This prototype is roughly modelled on the Hampton Inn project, which represented redevelopment of a previously existing hotel property. Therefore, as part of the analysis, BAE tested the extent to which reusing existing land use commodities improved feasibility.

Retail Prototype – Stand-Alone Retail Pad

City staff requested analysis of a stand-alone retail pad development similar to Building A at the Bijou Marketplace at 3640 Lake Tahoe Boulevard. The project includes a 12,000 square foot building located on a 1.6-acre site. Including significant surface parking and hard landscaping, the project has an estimated coverage ratio of 81 percent. The project is assumed to be located in a premium location and subsequently includes premium rental rates and is expected to absorb what is effectively a premium land cost.

Tourist Mixed-Use Prototype – Condotel and Retail

The fourth commercial prototype is loosely based on the Zalanta project, located in the tourist core. The prototype assumes a 136,750 square foot building on a 1.5-acre site. The project mostly relies on structured parking, though some surface parking is also provided. Including hard landscaping, the approximate coverage ratio is 79 percent. The project includes 72 dedicated hotel rooms, as well as 66 condominium properties. The condominium units are assumed to be used by owners for an average of 90 days per year, with the units being available for rent as tourist accommodations for the remaining 275 days per year. The project assumes 18,400 square feet of retail space on the ground floor fronting the main roadway.

Residential Prototype – Luxury Single-Family

The fifth and final prototype represents a luxury single-family residential project consisting of a single 6,250 square foot home on 0.65 of an acre. Based on a review of recently completed properties in South Lake Tahoe, this project is valued at approximately $3.125 million. As such, the proformas assume relatively high-end finishes. Land costs appear to vary significantly for this type of product and can range from $300,000-$500,000 per acre to upwards of two or three million dollars per acre, depending on the location of the property.

Exhibit B1: Development Prototype Specifications

Project Type	Parcel Size		Building Size				Hotel	Parking Spaces	
	Acres	Sq. Ft.	Gross Sq. Ft.	Hotel	Retail	Condos	Rooms	Structured	Surface
Hotel Prototype #1: Luxury/High End Hotel	0.69	30,056	16,640	15,600	1,040	0	40	0	42
Hotel Prototype #2: Upper Mid-Scale Hotel	2.3	100,188	60,800	58,800	2,000	0	120	0	124
Retail Prototype	1.61	70,132	12,000	0	12,000	0	n.a.	0	100
Tourist Mixed-Use/Condotel	1.5	65,340	136,750	35,280	18,400	66	72	120	0
Luxury Residential	0.65	28,314	6,250	0	0	6,250	1	0	0

Sources: City of South Lake Tahoe; BAE, 2022.

Development Cost Assumptions

BAE estimated development costs for each prototype based upon information collected from a variety of sources including research conducted by BAE for other similar projects and key stakeholder interviews, as well as published secondary sources like RS Means. The development costs reported in Exhibit B3, which form the basis for the proformas, represent the middle- to high-end range of comparable costs, meaning that the cost estimates are likely to be conservative and, if anything, overstate the likely costs of development. Key components of the total estimated development cost include:

Site Preparation Costs

Site preparation costs include costs associated with grading, utility connections, paving and surface parking, and landscaping, among other items. Based on feedback from local developers and real estate professionals active in the greater Lake Tahoe region, this analysis assumes a site preparation cost of $15-$20 per site square foot depending on the prototype. It should be noted that this analysis assumes the sites to be vacant and relatively flat. This analysis also assumes that all necessary infrastructure is in place to service the prototypes.

Land Use Commodity Acquisition

Projects proposed for development within the Lake Tahoe Basin must acquire necessary land use commodities issued and managed by the Tahoe Regional Planning Agency (TRPA). These include development rights (i.e., tourist accommodation units, commercial floor area, residential units of use, etc.), residential allocations, site coverage, etc. The proformas generally assume that new development will have to acquire necessary development rights and coverage at full market value, without use of multipliers, or reuse of existing rights. However, in the case of the mid-scale hotel prototype, the analysis does include some sensitivity testing recognizing that recent development of this type reused existing development rights that were previously associated with the site. Pricing for development rights is based on an appraisal conducted by the City of South Lake Tahoe in April 2020.

Planning, Building and other Permit Fees.

Exhibit B2 reports building permit and building permit fee estimates for each of the five prototypes provided by City staff, as well as information on water and sewer connection fees provided by the South Tahoe Public Utility District (STPUD). Fees charged by TRPA were excluded from the analysis at the request of City staff due to the extreme variability that exists in the fees charged based on unique project characteristics. For example, two projects with similar specifications may be proposed on two different sites with fee estimates ranging from the tens of thousands to many millions of dollars.

Soft Development Costs

Soft costs include architecture, engineering, some permit and plan check fees, pre-entitlement costs such as preparation of necessary studies and Environmental Impact Reports, legal costs, permanent financing costs, and miscellaneous developer overhead costs, among others. For all five prototypes, soft costs are estimated at 20 percent of hard costs.

Hard Construction Costs

Hard costs include primarily labor and materials costs and are based both on RS Means and on BAE's experience with comparable recent projects constructed within the Tahoe region.

Podium Parking Hard Construction Costs

Based on BAE's professional experience, this analysis assumes podium parking costs of $50,000 per space for a single-level podium structure.

Exhibit B2: Estimated Planning, Building, and Connection Fees by Prototype

			Prototype #1 Boutique Hotel	Prototype #2 Upper Mid Hotel	Prototype #3 Retail Center	Prototype #4 Mixed Use Condotel	Prototype #5 Luxury SFR
Planning Permits							
Design Review			$2,921	$2,921	$2,921	$2,921	$2,921
CEQA			$74	$74	$74	$74	$74
Subtotal Planning Permits			**$2,995**	**$2,995**	**$2,995**	**$2,995**	**$2,995**
Building Permit							
Administrative Fee	$	Hour	$0	$0	n.a.	$0	$0
Fire Plan Review			$3,332	$3,332	$3,332	$3,332	$3,332
Planning Plan Review			$232	$232	$232	$232	$232
Technology Fee			$11	$11	$11	$11	$11
General Plan Maintenance Fee	$1.00	Per $1,000 Value	$7,510	$24,293	$3,422	$63,001	$1,660
State Building Standards Fee	$1.00	Per $25,000Value	$300	$972	$137	$2,520	$66
SMIP Fee	$28.00	Per $100,000 Value	$6,802	$6,802	$958	$17,640	$465
Building Permit Fee	2.0%	of Value	$150,209	$485,850	$68,447	$1,260,011	$33,195
Lake Tahoe Unified School District Fee			$12,500	$62,000	$9,360	$89,700	$20,625
Subtotal Building Permit Fees			**$180,897**	**$583,491**	**$76,540**	**$1,436,447**	**$59,586**
PUD Water and Sewer Connection Fees							
Water & Sewer Fees			$117,979	$556,800	$116,831	$566,800	$34,008
Subtotal Water and Sewer Connection Fees			**$117,979**	**$556,800**	**$116,831**	**$566,800**	**$34,008**
Total Fees, All Types			**$301,871**	**$1,143,286**	**$196,366**	**$2,006,242**	**$96,589**

Sources: City of South Lake Tahoe; South Tahoe Public Utility District (STPUD); BAE, 2022.

Exhibit B3: Estimated Development Costs by Prototype

Project Type	Hard Costs	Site Costs	Soft Costs	Financing	Profit	Land Use Commodities/ Entitlements	Planning & Building Fees	Linkage Fees	Total Costs	Costs/ Sq. Ft.
Hotel Prototype #1: Luxury/High End Hotel	$5,657,600	$601,128	$1,251,746	$502,724	$1,362,748	$1,272,641	$301,871	$0	$10,950,458	$658
Hotel Prototype #2: Upper Mid-Scale Hotel	$18,240,000	$2,003,760	$4,048,752	$1,636,794	$3,099,806	$3,925,470	$1,143,286	$0	$34,097,868	$561
Retail Prototype	$1,800,000	$1,051,974	$570,395	$232,866	$956,348	$1,414,704	$196,366	$1,109,348	$7,332,000	$611
Tourist Mixed-Use/Condotel	$51,193,650	$1,306,800	$10,500,090	$4,394,458	$11,015,188	$4,033,350	$2,006,242	$0	$84,449,778	$618
Luxury Residential	$1,100,000	$283,140	$276,628	$61,077	$625,000	$22,500	$96,589	$59,000	$2,523,935	$404

Sources: City of South Lake Tahoe; BAE, 2022.

Developer Profit

Measured as a percentage of total development costs, developers typically seek a gross profit of between ten and 15 percent for commercial real estate projects. For single family residential projects, many developers aim for returns equal to 20 percent of gross sales.

Financing Costs

In terms of construction financing costs for commercial real estate projects, this analysis assumes a 65 percent loan-to-cost ratio, and a 7.0 percent annual interest rate over a 24-month period, an upfront 1.5 percent loan fee, and a 60 percent drawdown factor.

Land Acquisition and land residuals

The five proformas presented in this analysis do not include a land cost. Instead, the tables are structured with an assumed developer return and solve for the "land residual" as the bottom-line measure of feasibility after accounting for all other costs and developer profit.

Development Revenue Assumptions

BAE estimated revenue assumptions for each prototype based upon information from a variety of sources including research completed by BAE for other similar projects, stakeholder interviews, other proprietary developer development budgets, and CoStar.

Commercial Rental Revenues

Feedback from local business owners and real estate professionals indicates that premium retail NNN lease rates range from $3.00 to more than $4.00 per square foot depending on location and amenities for more newly developed and well-maintained properties.

Commercial Vacancy Rate

Due to potential turn over and perceived challenges in retrofitting built-out space, this analysis assumes a commercial vacancy rate of ten percent at stabilization.

Condominium Sales Price

Based on feedback from local developers and real estate professionals, this analysis assumes both the townhome-style and condotel condominiums could garner an average of $625 per square foot in sales revenue. Local real estate professionals indicate that the average per square foot sale prices could increase significantly depending on location and views of the lake or other scenic and lifestyle amenities.

Upper Mid-Scale Hotel Room Revenues

This analysis assumes that hotel rooms in the upper mid-scale hotel prototype will capture an average daily room rate (ADR) of $180. Recognizing that newer hotel product will likely capture higher room revenues than the area's relatively aged existing stock, this assumed rate is on the higher end of ADRs that CoStar reports for this class of properties in the market area.

Small Luxury/Boutique Hotel Room Revenues

This analysis assumes that hotel rooms in the small luxury/boutique prototype will capture an ADR of $240 per night. Once again, recognizing that newer hotel product will likely capture higher room revenues than the area's relatively aged existing stock, this assumed rate is generally higher than ADRs reported by CoStar for luxury/boutique hotels in the market area.

Full-Service Hotel Condo Rental Revenues

This analysis assumes that condominium units returned to the hotel pool managed by the hotel operator will capture an ADR of $350. This recognizes that these larger units that have more amenities than a traditional hotel room (i.e., kitchens, living rooms, multiple bedrooms, etc.). Once again, while local hotel developers generally confirmed this analysis' assumption, it should be noted that ADRs can range widely depending on depending on location and scenic/lifestyle amenities. The ADR used for this analysis does not assume a view premium.

Feasibility Results

Overall, the financial feasibility testing exercise found that neither of the pure hotel prototypes are likely to be able to absorb much in the way of an additional linkage fee burden.

The retail prototype may likely be able to absorb imposition of a linkage fee, though only because it's positioned at the top of the local retail real estate market. Retail projects that are less well positioned are unlikely to be able to absorb imposition of a commercial linkage fee.

The tourist mixed-use prototype is likely to be able to absorb imposition of a potentially significant commercial linkage fee, with options available for how the fee is applied across the various retail versus condotel project components.

The remainder of this section provides a more detailed discussion of the results of the financial feasibility analysis, with summary tables and detailed proforma worksheets provided as Exhibits B4 through B9.

Hotel Prototype #1: Luxury/Boutique

The feasibility analysis indicates that this prototype would likely be feasible before the addition of new linkage fees. Total residual land value for this property is estimated to be $1.86 million per acre compared to prevailing land cost of roughly $1.7 million for this type of property in the South Lake Tahoe tourist core. Sensitivity testing reveals that adjusting cost and revenue assumptions such as ADRs, the assumed capitalization rate, and other key inputs could significantly improve project performance and yield higher residual land value.

Hotel Prototype #2: Upper Mid-Scale

Of the five prototypes, this project yields the lowest overall residual land values assuming that the development would incur full land use commodity entitlement costs. Without the land use commodity entitlement costs, the prototype may be marginally feasible, yielding a positive land

value per acre of approximately $850,000 which may be sufficient to cover the cost of land in less prime locations on the edge of the tourist core or along outlaying commercial corridors.

Retail Prototype – Stand-Alone Retail Pad

Assuming premium rents, an aggressive cap rate and relatively modest overall development costs, this prototype would be feasible yielding approximately $3.6 million per acre in residual land value per acre compared to the prevailing market value of $2.8 million per acre for this property type use. At this level of profitability, the project could potentially absorb up to around $90 per square foot in additional commercial linkage fee burden, equal to approximately $1.08 million in total additional project cost. However, please note that this represents a very high-end retail project and that less well positioned projects may not be able to absorb the same additional impact fee burden.

Tourist Mixed-Use Prototype – Condotel and Retail

The preliminary feasibility analysis for the condotel prototype indicates that the project would likely be feasible before the addition of the retail and hotel linkage fees, yielding a positive residual land value of approximately of $8.1 million per acre compared to prevailing land costs of $3.5 to $5.3 million for this property type. It is important to note, however, that a large percentage of the value attributed to this prototype would be generated by very high assumed ADRs for the condotel portion of the project, and is thus highly dependent on the continued strength of this product type in the local lodging market.

With such a high residual land value, BAE estimates that a project of this type could potentially support imposition of a hotel linkage fee of up to $44 per square foot, or the retail linkage fee of $239 plus a hotel linkage fee of $7 per square foot. In either scenario, the City would be imposing a fee burden equal to approximately $5.2 million. Note however, that the retail component of the project is likely being subsidized by the condotel component; therefore an impact fee imposed on the condotel component would be more efficient and less likely to be impacted by adjustments in the ancillary aspects of the project design.

Residential Prototype – Luxury Single-Family

Of all of the prototypes considered in this analysis, the luxury single-family prototype would perform the strongest in terms of its ability to generate a substantial residual land value in excess of prevailing land costs for comparable properties. As shown below, this project would yield nearly in $900,000 per acre in land value per acre compared to an assumed land cost of approximately $500,000 per acre for a comparable parcel of single-family zoned land. This includes imposition of the recommended inclusionary housing in-lieu fee amount of $59,000.

Exhibit B4: Estimated Residual Value and Value Capture Potential

Project Type	Adjustments	Residual Land Value/Acre w/o Linkage Fee	Market Land Value/ Acre	Value Capture Potential	Value Capture Potential Per Sq. Ft./Unit	
Hotel Prototype #1: Luxury/High End Hotel	n.a.	$1,863,877	$1,700,000	$163,877	$10	(a)
Hotel Prototype #2: Upper Mid-Scale Hotel	w/ land use comm.	($1,321,704)	$1,700,000	($3,021,704)	($30)	
	w/o land use comm.	$850,714	$1,700,000	($849,286)	($14)	(b)
Retail Prototype	n.a.	$2,800,000	$2,800,000	$0	$0	(a)
Tourist Mixed-Use/Condotel	n.a.	$8,098,107	$3,500,000	$4,598,107	$34	
Luxury Residential	n.a.	$905,870	$500,000	$405,870	$405,870	

Notes:
(a) A residual value of this magnitude is likely within the margin of error of most proforma financial models.
(b) The assumed land cost is based on sites located within the tourist core. Sites on the periphery and some commercial corridors may be available at a lower cost which could prove feasible under some circumstances.

Source: BAE, 2023.

Exhibit B5: Prototype #1 Pro Forma - Small Luxury/Boutique Hotel

Development Program Assumptions

Lot Size (acres/sf)		0.7	30,056
Building			
	# of Keys	Avg. sf	Total sf
Hotel Room Characteristics	40	300	12,000
		%	sf
Circulation		20%	2,400
Walls and Shafts		10%	1,200
Hotel Gross Area			15,600
Retail			1,040
Gross Building Area			16,640
	# Stalls	Avg sf	Total Parking sf
Parking Configuration (a)			
Surface Parking	42	350	14,700
Operations			
Days Open per Year			365
Available Room Nights			14,600
Average Annual Occupancy			60.0%
Occupied Room Nights			8,760

Cost and Income Assumptions

Construction	
Site Preparation Costs (per site sf) (b)	$20
Hotel Hard Costs (per sq. ft.)	$340
Soft Cost, (% of Hard Costs)	20%
Revenues	
Average Daily Room Rate (per night)	$240
Room Revenues (% Total Rev.)	87.2%
Food and Beverage Revenues (% of Total Rev.)	8.4%
Other Operated Department Revenue (% of Total Rev.)	6.4%
Miscellaneous Income (% of Total Rev.)	2.8%
Retail NNN $/Sq/ Ft.	$3.00
Expenses	
Room Expenses (% of Room Revenues)	23.3%
Food Costs (% of Food Revenues)	77.0%
Other Operated Department Expenses	60.9%
Undistributed Operating Expenses (% of Total Rev.)(c)	27.3%
Management Fee (% of Total Rev.)	3.4%
Replacement Reserves (FF&E) (% of Total Hotel Rev.)	2.5%
Insurance (% Total Hotel Rev.)	0.9%
Real Estate Taxes (% of Project Costs Net Sales Rev.)	1.1%
Retail Operating Costs (Percent of Gross Rev)	35.0%
Financing	
Loan to Cost Ratio	65%
Initial Construction Loan Fee (points)	1.5%
Interest Rate	7.00%
Period of Initial Loan (Months)	24
Drawdown Factor	60%
Total Hard + Soft Costs + Land	$7,812,345
Total Loan Amount	$5,078,024

Development Cost Analysis

Fees and Exactions	
Linkage Fees	$0
Land Use Commodities Cost	$1,272,641
Construction Costs	
Site Prep Costs	$601,128
Hotel Hard Costs	$5,657,600
Permit and Impact Fees	$301,871
Soft Costs	$1,251,746
Subtotal Construction Costs	**$7,812,345**
Financing Costs	
Interest on Construction Loan	$426,554
Points on Construction Loan	$76,170
Subtotal Financing Costs	**$502,724**
Developer Profit (15%)	**$1,362,748**
Total Project Costs	**$10,950,458**

Residual Land Value Analysis

Revenues	
Room Revenues	$2,102,400
Food and Beverage Revenues	$176,097
Other Operated Department Revenues	$134,634
Miscellaneous Income	$57,858
Retail	$37,440
Total Revenues	**$2,508,430**
Expenses	
Room Expenses	($489,917)
Food Costs	($135,604)
Other Operated Department Expenses	($36,818)
Undistributed Operating Expenses (d)	($685,970)
Management Fee	($84,436)
Replacement Reserves	($63,556)
Insurance Costs	($22,012)
Real Estate Taxes	($120,455)
Retail Operating Costs	($13,104)
Total Expenses	**($1,651,872)**
Net Operating Income (NOI)	**$856,557**
Capitalized Total Project Value	**$12,236,533**
Residual Land Value	$1,286,075
Value per Acre	$1,863,877

Source: BAE, 2023.

Exhibit B6: Prototype #2 Pro Forma - Upper Mid-Scale Hotel

Development Program Assumptions

Lot Size (acres/sf)		2.3	100,188
Building			
	# of Keys	Avg. sf	Total sf
Hotel Room Characteristics	120	350	42,000
		%	sf
Circulation		25%	10,500
Walls and Shafts		15%	6,300
Hotel Gross Area			58,800
Retail			2,000
Gross Building Area			60,800
	#	Avg	Total
Parking Configuration (a)	Stalls	sf	Parking sf
Surface Parking	124	350	43,400
Operations			
Days Open per Year			365
Available Room Nights			43,800
Average Annual Occupancy			70.0%
Occupied Room Nights			30,660

Cost and Income Assumptions

Construction	
Site Preparation Costs (per site sf) (b)	$20
Hotel Hard Costs (per sq. ft.)	$300
Soft Cost, (% of Hard Costs)	20%
Revenues	
Average Daily Room Rate (per night)	$180
Room Revenues (% Total Rev.)	87.2%
Food and Beverage Revenues (% of Total Rev.)	8.4%
Other Operated Department Revenue (% of Total Rev.)	6.4%
Miscellaneous Income (% of Total Rev.)	2.8%
Retail NNN $/Sq/ Ft.	$2.00
Expenses	
Room Expenses (% of Room Revenues)	23.3%
Food Costs (% of Food Revenues)	77.0%
Other Operated Department Expenses	60.9%
Undistributed Operating Expenses (% of Total Rev.)(c)	27.3%
Management Fee (% of Total Rev.)	3.4%
Replacement Reserves (FF&E) (% of Total Hotel Rev.)	2.5%
Insurance (% Total Hotel Rev.)	0.9%
Real Estate Taxes (% of Project Costs Net Sales Rev.)	1.1%
Retail Operating Costs (Percent of Gross Rev)	35.0%
Financing	
Loan to Cost Ratio	65%
Initial Construction Loan Fee (points)	1.5%
Interest Rate	7.00%
Period of Initial Loan (Months)	24
Drawdown Factor	60%
Total Hard + Soft Costs + Land	$25,435,798
Total Loan Amount	$16,533,269

Development Cost Analysis

Fees and Exactions	
Linkage Fees	$0
Entitlement Commodities Cost	$0
Construction Costs	
Site Prep Costs	$2,003,760
Hotel Hard Costs	$18,240,000
Permit and Impact Fees	$1,143,286
Soft Costs	$4,048,752
Subtotal Construction Costs	**$25,435,798**
Financing Costs	
Interest on Construction Loan	$1,388,795
Points on Construction Loan	$247,999
Subtotal Financing Costs	**$1,636,794**
Developer Profit (15%)	**$2,707,259**
Total Project Costs	**$29,779,851**

Residual Land Value Analysis

Revenues	
Room Revenues	$5,518,800
Food and Beverage Revenues	$462,255
Other Operated Department Revenues	$353,415
Miscellaneous Income	$151,878
Retail	$48,000
Total Revenues	**$6,534,348**
Expenses	
Room Expenses	($1,286,031)
Food Costs	($355,962)
Other Operated Department Expenses	($96,647)
Undistributed Operating Expenses (d)	($1,786,920)
Management Fee	($219,953)
Replacement Reserves	($165,561)
Insurance Costs	($57,341)
Real Estate Taxes	($327,578)
Retail Operating Costs	($16,800)
Total Expenses	($4,312,793)
Net Operating Income (NOI)	**$2,221,555**
Capitalized Total Project Value	**$31,736,494**
Residual Land Value	$1,956,642
Value per Acre	$850,714
Value per SF	$32.18

Source: BAE, 2023.

Exhibit B7: Prototype #3 Pro Forma - Retail Center

Development Program Assumptions

Lot Size (acres/sf)	1.6	70,132
Total Building Area (sf)		12,075
Building		
Retail (sf)		12,000
Restaurant		0
Circulation Factor		0%
Comm'l Gross Area (sf)		12,000
Parking		
	#	Total
Parking Configuration (b)	Stalls	Parking sf
Surface Parking (Residential)	0	0
Surface Parking (Commercial)	100	37,500
Total Required Parking	100	37,500
Average sf per space	375	

Cost and Income Assumptions

Construction	
Site Preparation Costs (per site sf) (c)	$15
Retail Hard Costs (d)	$150
Restaurant Hard Costs (d)	$175
Soft Cost, (% of Hard Costs)	20%
Operations	
Average Rental Rate (per sf NNN)	$4.15
Operating Costs (35% of Gross)	35.0%
Vacancy Rate	10%
Financing	
Loan to Cost Ratio	65%
Initial Construction Loan Fee (points)	1.5%
Interest Rate	7.00%
Period of Initial Loan (Months)	24
Drawdown Factor	60%
Total Hard + Soft Costs + Land	$3,618,735
Total Loan Amount	$2,352,178

Development Cost Analysis

Fees and Exactions	
Linkage Fees	$0
Land Use Commodities Cost	$1,414,704
Construction Costs	
Site Prep Costs	$1,051,974
Retail Hard Costs	$1,800,000
Restaurant Hard Costs	$0
Planning and Building Permits	$196,366
Soft Costs	$570,395
Subtotal Construction Costs	**$3,618,735**
Financing Costs	
Interest on Construction Loan	$197,583
Points on Construction Loan	$35,283
Subtotal Financing Costs	**$232,866**
Developer Profit (15%)	**$789,946**
Total Project Costs	**$6,056,250**

Residual Land Value Analysis

Commercial	
Gross Scheduled Comm'l Rents	$597,600
Less Vacancy	($59,760)
Less Operating Expenses	($50,400)
Plus CAM Reimbursables	$45,360
Net Operating Income (NOI)	**$532,800**
Total Project Value	**$11,840,000**
Residual Land Value	**$5,783,750**
Residual Land Value/Acre	**$3,592,391**

Sources: BAE, 2023.

Exhibit B8: Prototype #4 Pro Forma - Mixed-Use Condotel

Development Program Assumptions

Lot Size (acres/sf)		1.5	65,340
Total Building Area (sf)			136,750
Hotel			
	# of Keys	Avg. sf	Total sf.
Hotel Room Characteristics	72	350	25,200
		%	sf
Circulation		25%	6,300
Walls and Shafts		15%	3,780
Hotel Gross Area			35,280
Hotel Operations			
Days Open per Year			365
Available Room Nights			26,280
Average Annual Occupancy			70.0%
Occupied Room Nights			18,396
Condo			
	# of Units	Avg. sf	Res. sf
Condo Unit Types			
1-Bed	23	800	18,400
2-Bed	33	1,000	33,000
3-Bed	10	1,250	12,500
Total	66		63,900
		%	sf
Circulation		20%	12,780
Walls and Shafts		10%	6,390
Condo Gross Area			83,070
Condo Operations			
Average Annual Occupancy			65.0%
Days Available per Year (Owner)			90
Available Room Nights Per Year (Owners)			5,940
Occupied Room Nights Per Year (Owner)			3,861
Days Available Per Year (Guest) (b)			275
% of Condo Units in Hotel Pool			80%
Available Room Nights Per Year (Guests)			14,520
Occupied Room Night Per Year (Guests)			9,438
Hotel Amenities			
Conference/Event Space (sf)			0
Restaurant (sf)			0
Commercial Space			
Gross Retail			18,400
Parking	#	Avg	Total
Parking Configuration	Stalls	sf	Parking sf
Surface Parking	0	375	0
Podium Parking	120	375	45,000
Total	120		45,000

Cost and Income Assumptions

Construction	
Site Preparation Costs (per site sf) (d)	$20
Hotel Hard Costs (per key)	$330
Condo Hard Costs (per sf)	$375
Restaurant Hard Costs (per sf)	$175
Conference Space Hard Costs (per sf)	$150
Parking Podium Hard Costs (per space)	$50,000
Soft Cost, (% of Hard Costs)	20%
Revenues	
Hotel Revenues	
Average Daily Room Rate (per night)	$240
Room Revenues (% Total Hotel Rev.)	64.0%
Food and Beverage Revenues (% of Total Hotel Rev.)	29.5%
Other Operated Department Revenue (% of Total Hotel Rev.)	3.6%
Miscellaneous Income (% of Total Hotel Rev.)	2.9%
Condo Revenues (e)	
Sale Price (per sf)	$625
Average Daily Room Rate (per night)	$350
Room Revenues (% of Total Condo Rev.)	60.5%
Food Revenues (% of Total Condo Rev.)	30.8%
Other Operated Department Revenue (% of Total Condo Rev.)	4.8%
Miscellaneous Income (% of Total Condo Rev.)	3.8%
Expenses	
Hotel Expenses	
Room Expenses (% of Room Revenues)	25.8%
Food Costs (% of Food Revenues)	68.9%
Other Operated Department Expenses (% or OODR)	64.8%
Undistributed Operating Expenses (% of Total Rev.)(g)	24.4%
Management Fee (% of Total Rev.)	2.9%
Replacement Reserves (FF&E) (% of Total Hotel Rev.)	1.9%
Insurance (% Total Hotel Rev.)	1.0%
Real Estate Taxes (% of Project Costs Net Sales Rev.)	1.1%
Retail Expenses	35.0%
Condo Expenses	
Sales Marketing (% of Room Revenues)	3.0%
Room Expenses (% of Room Revenues)	15.0%
Food Costs (% of Food Revenues)	68.9%
Owner's Revenue Share (% of Total Revenues)	50.0%
Financing	
Loan to Cost Ratio	65%
Initial Construction Loan Fee (points)	2.00%
Interest Rate	7.00%
Period of Initial Loan (Months)	24
Drawdown Factor	60%
Total Hard + Soft Costs + Land	$65,006,782
Total Loan Amount	$42,254,408

Development Cost Analysis

Fees and Exactions	
Linkage Fees	$0
Land Use Commodities Cost	$4,033,350
Construction Costs	
Site Prep Costs	$1,306,800
Hotel Hard Costs	$11,642,400
Condo Hard Costs	$31,151,250
Restaurant Hard Costs	$0
Conference Space Hard Costs	$0
Retail Hard Costs	$2,400,000
Parking Podium Hard Costs	$6,000,000
Permit and Impact Fees	$2,006,242
Soft Costs	$10,500,090
Subtotal Construction Costs	**$65,006,782**
Construction Financing Costs	
Interest on Construction Loan	$3,549,370
Points on Construction Loan	$845,088
Subtotal Const. Financing Costs	**$4,394,458**
Developer Profit (15%)	**$11,015,188**
Total Project Costs	**$84,449,778**
Less Condo Sales	($39,937,500)
Plus Marketing Costs	$1,198,125
Project Costs Net of Sales Revenue	**$45,710,403**

Feasibility Analysis

Revenues	
Hotel Revenues	
Room Revenues	$4,415,040
Food and Beverage Revenues	$2,034,403
Other Operated Department Revenues	$250,334
Miscellaneous Income	$263,199
Subtotal Hotel Revenues	**$6,897,285**
Condo Revenues	
Room Revenues	$3,303,300
Food Revenues	$1,681,256
Other Operated Department Revenues	$263,920
Miscellaneous Income	$208,227
Subtotal Condo Revenues	$5,456,703
Retail Revenues	$66,400
Total Revenues	**$12,420,389**
Expenses	
Hotel Expenses	
Room Expenses	($1,138,968)
Food Expenses	($1,400,821)
Other Operated Department Expenses	($162,264)
Undistributed Operating Expenses	($1,682,806)
Management Fee	($200,835)
Replacement Reserves	($132,478)
Insurance	($69,079)
Real Estate Taxes	($502,814)
Condo Expenses	
Room Expenses	($495,495)
Food Expenses	($1,157,656)
Owners' Revenues	($1,403,903)
Retail Expenses	($23,240)
Total Expenses	**($8,370,359)**
Net Operating Income (NOI)	**$4,050,030**
Project Value	**$57,857,565**
Residual Land Value	$12,147,161
Land Value/Acre	$8,098,107

Source: BAE, 2023.

Exhibit B9: Prototype #5 Pro Forma - Luxury Single Family Home

Development Program Assumptions		
Lot Size (acres/sf)	0.650	28,314
Residential Unit Type	Res. sf	
Luxury SFR	6,250	
Residential Gross Area (sf)	6,250	
Marketing Costs as a % of Sale Price	3%	
Financing		
Loan to Cost Ratio	65%	
Initial Construction Loan Fee (points)	1.5%	
Interest Rate	7.00%	

Cost and Income Assumptions	
Construction	
Site Preparation Costs (per site sf) (c)	$10
Residential Hard Costs (per sf)	$176
Soft Costs (% of Hard Costs)	20%
Operations	
Sale Price (per sf)	$500
Financing Costs	
Interest on Construction Loan	$43,953
Points on Construction Loan	$17,124
Subtotal Financing Costs	**$61,077**
Period of Initial Loan (Months)	12
Drawdown Factor	55%
Total Hard + Soft Costs	$1,756,357
Total Loan Amount	$1,141,632
Developer Profit (% of Sales Revenue)	20%

Development Cost Analysis	
Fees and Exactions	
Land Use Commodities Cost	$22,500
Linkage Fees	$0
Construction Costs	
Site Prep Costs	$283,140
Residential Hard Costs	$1,100,000
Permit and Impact Fees	$96,589
Soft Costs	$276,628
Subtotal Construction Costs	**$1,756,357**
Financing	**$61,077**
Total Project Costs	**$1,839,935**

Residual Land Value Analysis	
Revenues	
Residential Sales Revenue	$3,125,000
Less Marketing Costs	($93,750)
Total Project Value	**$3,031,250**
Less Total Project Costs	$1,839,935
Less Developer Profit	$625,000
Residual Land Value	$566,315
Residual Land Value/Acre	$871,254

Source: BAE, 2023.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 14, 2023
Agenda Item #: 29

Agenda Item: City Development Rights Annual Report

Executive Summary: Pursuant to City Council Resolution 2022-051, 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.

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 2023 at one-third of the recommended fair market value outlined in the appraisal.
Responsible Staff Member: John Hitchcock, Planning Manager

Responsible Staff Member: John Hitchcock, Planning Manager

Reviewed and Approved By:
Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance
Heather Stroud, City Attorney

Attachments:

01-Staff Report - Development Rights Appraisal
02-Development Rights Accounting.docx
03-Resolution 20222-051.pdf
04-2023_Appraisal.pdf
05-Resolution - Development Rights

City of South Lake Tahoe
Report to City Council

Meeting Date: March 14, 2023

Title: City Development Rights Annual Report

Location: Citywide

Responsible Staff Member: John Hitchcock, Planning Manager, (530) 542-7472

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, and land coverage, 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 resolutions 1) established 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 May 3, 2022, the City Council adopted Resolution 2022-051 (see Attachment 03) amending the previous resolution to set aside 20 City banked tourist accommodation units to be converted to residential units of use and provided at no cost to construct new accessory dwelling units. The resolution also set aside 20 tourist accommodation units to be converted and used to build new multi-family projects. The resolution requires deed restrictions be placed on the properties prohibiting their use as a vacation home rental and for multi-family projects, deed-restricting the occupancy of units to tenants employed at least 30 hours per week at a place of business located in the Tahoe Basin. Language was also adopted, restricting the conversion of commercial floor area to other development rights.

As of the writing of this staff report, the City has netted $394,989.95 in revenue from the sale of commodities that is set aside for Housing program and project implementation and has approved the conversion and transfer of five units of use for the construction of new accessory dwelling units.

Issue and Discussion: Pursuant to Resolution 2019-067 and 2022-051, the City contracted with Mr. Ben Johnson of Johnson Valuation Group Limited, to appraise 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 and 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, 2022 to December 31, 2022. After extensive research and careful consideration of all data available, site inspections, and comparative analysis of comparable properties, Mr. Johnson recommends changes to the fair market value for 1b land coverage and potential coverage in the Upper Truckee River watershed. No changes are recommended for all other development rights.

In the original appraisal and subsequent updates to the appraisal, the value per square foot of 1b land coverage was estimated to be $25.00 per square foot. The CTC has a present asking price of $30 per square foot for 1b land coverage. In discussions with land planners, it was indicated that there is a relatively small market for 1b coverage, and sellers are primarily able to name their price as the primary buyers are higher-end residential properties with inelastic demand. Land planners reported sale prices of up to $35 per square foot for 1b land coverage in 2022. Generally, they indicated that the market accepts the CTC's present asking price of $30 per square foot for the primary basis of establishing value. Based on the CTC's current asking price, the market value for 1b Coverage is estimated at $30 per square foot.

Mr. Johnson also recommends increasing the value of potential coverage in the Upper Truckee Watershed from $6.00 per square foot to $7.50 per square foot. This recommended change would align the City market value with the CTC, which is the primary agency in the basin selling potential land coverage for the construction of residential uses.

Mr. Johnson recommends the following market values for city-owned development rights.

Development Right	**Market Value Per Unit Based on Typical Retail Quantity**	**Price Point Based on City Council policy**
Land Coverage 1B	$30/Sq. Ft.	$9.99/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.
Commercial Floor Area (Bijou/Al Tahoe Community Plan)	$25/Sq. Ft.	$8.33/Sq. Ft.
Commercial Floor Area (Tahoe Valley Area Plan)	$25/Sq. Ft.	$8.33/Sq. Ft.

Commercial Floor Area (South Y Industrial)	$25/Sq. Ft.	$8.33/Sq. Ft.
Commercial Floor Area (Citywide)	$25/Sq. Ft.	$8.33/Sq. Ft.
Potential Residential Units of Use	$5,000/Unit	$1,666/Unit
Residential Units of Use	$15,000/Unit	$5,000/Unit
Tourist Accommodation Units (City Owned)	$15,000/Unit	$5,000/Unit
Tourist Accommodation Units (Successor Agency)	$15,000/Unit	$5,000/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.

Currently, the Development Services Department has resources to implement the program, including coordinating the sale of development rights with the City Manager's office and the Finance Department, preparing TRPA transfer applications, and tracking the sale and transfer of development rights and land coverage.

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.

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 HYDROLOGIC AREA	
Low Capability Hard Coverage	68,143 SF
Low Capability Hard Coverage (ROW)	4,170 SF
High Capability Hard Coverage	69,024 SF
High Capability Hard Coverage (ROW)	40,220 SF
Soft Coverage	7,706 SF
Soft Coverage (ROW)	4,134 SF
SOUTH UPPER TRUCKEE HYRDROLOGIC AREA	
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	0 SF
Soft Coverage (ROW)	2,625 SF
OTHER DEVELOPMENT RIGHTS	
Airport 1b Hard Coverage	63,472 SF
SEZ Restoration Credit[1]	42,260 SF
Potential Residential Unit of Use (PRUU)	0
Existing Residential Unit of Use (ERUU)	10.5
Tourist Accommodation Unit (TAU) City	156
Tourist Accommodation Unit (TAU) Successor Agency	18
CFA Banked	20,390 SF
Sewer Units	67
COMMERCIAL FLOOR AREA POOLS	
South Y Industrial Community Plan	0 SF
Bijou/Al Tahoe Community Plan	6,150 SF
Tahoe Valley Area Plan	944 SF
Tourist Core Area Plan	0 SF
EIP 1 Pool	2,664 SF
EIP 2 Pool	8,000 SF
Community Plan Recharge	5,106 SF
RESIDENTIAL ALLOCATIONS	
Single Family Pool	4
Multi-Family Pool	6
Town Center Pool	57

1. 25,000 SF of SEZ restoration credit reserved for the California Tahoe Conservancy.

CITY-OWNED COMMODITIES TRANSACTIONS				
Location	Project Type	Development Right	Cost	Notes
1195 Ski Run Blvd	Recreation - Ski Run Park	Coverage	$0.00	City Council granted at no cost
2877 Lake Tahoe Blvd	Commercial Remodel	Coverage	$23,349.00	Coverage for LTSLT Office Remodel
1772 D Street	Commercial	Coverage	$316,540.00	Coverage for New Commercial/Industrial Buildings
1772 D Street	Commercial	CFA	$9,384.69	CFA for New Commercial/Industrial Building
980 Link Rd	Commercial	CFA	$8,096.76	CFA for New Commercial Building
Tahoe Valley MFD Project	Multi-Family Residential	CFA	$14,000.00	CFA Converted for 14 Unit market Rate Multi-Family Project
1181 Emerald Bay Rd	Commercial Addition	CFA	$5,705.00	CFA for Outdoor Dining at the Lake House Restaurant
933 Poplar	Tourist Accommodation	CFA	$5,414.50	CFA for Maggi's Restaurant (Desolation Hotel)
1056 Ski Run Blvd	Single Family Residential	ERUU	$7,500.00	ERUU to Convert Commercial Building to a Residential Unit
2494 Conestoga	Multi-Family Residential	ERUU	$5,000.00	ERUU for a New Duplex
3067 Bellevue Ave	ADU	ERUU	$0.00	TAU to ERUU Conversion
1061 William Ave	ADU	ERUU	$0.00	TAU to ERUU Conversion
3737 Beach Rd	ADU	ERUU	$0.00	TAU to ERUU Conversion
1051 William Ave	ADU	ERUU	$0.00	TAU to ERUU Conversion
1320 Bonanza Ave	ADU	ERUU	$0.00	TAU to ERUU Conversion
1029 Tata Ln	Multi-Family Residential (SPV)	ERUU	$0.00	ERUU for Manager's Unit

2022 RESIDENTIAL BUILDING PERMITS	
Project Type	Count
New Accessory Dwelling Units	6[1]
New Multi-Family	83[2]
New Single-Family Residential	39[3]
TOTAL	128

1. 1 unit received Certificate of Occupancy
2. units received Certificate of Occupancy. Includes 82 units in the Tahoe Valley Area Plan Town Center District.
3. 2 units received Certificate of Occupancy

HOTEL/MOTEL ANALYSIS[1]					
Total Acreage	Total Units	Total Density	Average Density	# of Parcels Exceeding Max Density	# of Parcels Below Max Density
105	5229	50	44	81	37

1. Does not include timeshares

Resolution 2022-051

Adopted by the City of South LakeTahoe City Council

May 3, 2022

Policy Regarding Disposition of Tahoe Regional Planning Agency (TRPA) Development Commodities Owned by City of South Lake Tahoe (Replacing Resolution 2019-067)

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. Up to 20 City banked Tourist Accommodation Units may be converted to Residential Units of Use and sold at no cost for the construction of new Accessory Dwelling Units.

v. Up to 20 City banked Tourist Accommodation Units may be converted to Residential Units of Use and sold at no cost for the construction of new multi-family (2 or more units) projects where the developer/applicant provides evidence that all residential units utilizing converted City Tourist Accommodation Units are deed-restricted for occupancy by a tenant employed at least 30 hours per week at a place of business located in the Tahoe Basin.

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 No. 2017-73.

Adopted by the City of South Lake Tahoe City Council on May 3, 2022 by the following vote:

Yes: Bass, Creegan, Friedrich, Middlebrook and Wallace

Devin Middlebrook (May 25, 2022 09:25 PDT)

Date: May 25, 2022

Devin Middlebrook, Mayor

Attest:

Sue Blankenship (May 25, 2022 09:04 PDT)

Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

Res 2022-051 Policy Regarding TRPA Commodities Revision

Final Audit Report 2022-05-25

Created:	2022-05-25
By:	jo Mcdonough (jmcdonough@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtGyrc2ECgvByyBwRi0dvs3q0zrXmOaug

"Res 2022-051 Policy Regarding TRPA Commodities Revision" History

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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

February 16, 2023

Via E-Mail: jhitchcock@cityofslt.us

Mr. John Hitchcock
Planning Manager
City of South Lake Tahoe

Re: TRPA Intangible Development Rights Valuation update letter

Dear Mr. Hitchcock:

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, Commercial Floor Area (CFA), Residential Development Rights, 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. This letter is the Fourth Supplement Letter to the Original Appraisal and is predicated upon a date of valuation of January 31, 2023. This Fourth Supplemental Letter is incorporated by reference to the Original Appraisal, the First Supplemental Letter, the Second Supplemental Letter, and the Third 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 of these documents.

DRAFT - For Discussion Purposes Only
2/16/2023

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 and Second Supplement letters.

Advisory Opinion 3 of the 2020/21 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 2020/21 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 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*

[1] This report, and the value conclusion(s) set forth herein, is subject to an extraordinary assumption. An extraordinary assumption is defined by the 2020/21 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]

- *date of report, and*
- *interest(s) appraised"*

Pursuant to your request, I have prepared this Fourth Supplemental Letter to update the 100% fee simple Market Values for TRPA commodities owned by the City of South Lake Tahoe to January 31, 2023 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 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.

First, the improved residential real estate market was considered. The initial effect of the COVID pandemic was a pause in sales activity. However, once reopening began, the number of sales of residential properties increased substantially in the South Shore. The South Lake Tahoe Board of Realtors has collected the following data for the California side of the Lake Tahoe Basin.:

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
2005	701	$479,900		$333.25		$573,871		$355.15		$402,283,356		93 Days
2006	440	$476,000	-0.8%	$332.45	-0.2%	$566,178	-1.3%	$345.81	-2.6%	$249,118,111	-38.1%	128 Days
2007	379	$450,000	-5.5%	$311.80	-6.2%	$587,800	3.8%	$349.29	1.0%	$222,776,075	-10.6%	154 Days
2008	358	$407,000	-9.6%	$271.89	-12.8%	$517,817	-11.9%	$289.98	-17.0%	$185,378,602	-16.8%	170 Days
2009	449	$319,000	-21.6%	$219.72	-19.2%	$421,983	-18.5%	$236.85	-18.3%	$198,470,217	7.1%	158 Days
2010	514	$319,500	0.2%	$198.85	-9.5%	$414,606	-1.7%	$217.20	-8.3%	$213,107,415	7.4%	165 Days
2011	551	$266,000	-16.7%	$178.86	-10.1%	$352,988	-14.9%	$191.08	-12.0%	$194,496,253	-8.7%	162 Days
2012	703	$245,550	-7.7%	$176.62	-1.3%	$331,459	-6.1%	$187.54	-1.9%	$233,015,654	19.8%	149 Days
2013	648	$330,000	34.4%	$217.68	23.2%	$399,486	20.5%	$225.96	20.5%	$258,866,872	11.1%	119 Days
2014	588	$349,950	6.0%	$238.60	9.6%	$446,480	11.8%	$256.11	13.3%	$262,530,508	1.4%	117 Days
2015	624	$369,000	5.4%	$251.88	5.6%	$459,046	2.8%	$268.31	4.8%	$284,572,617	8.4%	116 Days
2016	688	$419,500	13.7%	$270.14	7.2%	$509,302	10.9%	$285.91	6.6%	$350,399,848	23.1%	115 Days
2017	668	$440,000	4.9%	$292.74	8.4%	$533,662	4.8%	$308.33	7.8%	$356,487,117	1.7%	103 Days
2018	611	$475,000	8.0%	$312.50	6.8%	$559,277	4.8%	$326.69	6.0%	$341,718,487	-4.1%	102 Days
2019	614	$485,000	2.1%	$319.74	2.3%	$633,599	13.3%	$351.02	7.4%	$389,029,682	13.8%	106 Days
2020	898	$586,000	20.8%	$351.14	9.8%	$734,140	15.9%	$387.10	10.3%	$659,249,013	69.5%	83 Days
2021	711	$710,000	21.2%	$462.70	31.8%	$888,456	21.0%	$481.33	24.3%	$631,692,490	-4.2%	70 Days
2022	576	$724,500	2.0%	$487.74	5.4%	$937,176	5.5%	$521.81	8.4%	$526,105,478	-16.7%	70 Days
STINGS (1/20/23)	*75*	*$807,000*		*$487.48*		*$1,141,615*		*$532.12*				*116 Days*

Total sales volume in the area greatly increased in 2020 due to demand generated by the COVID-19 pandemic. Sales volume increased by 69.5% on the California side of South Shore. In 2021, the California side of South Shore saw a drop in total sales volume of -4.5% and a further 16.7% in 2022 . Median and average sales prices showed sizable increases ranging from 22.1% and 21.0% in 2021 and much smaller 5.4% and 5.5% increases in 2022. Price per square foot showed very large gains over 2020 with the median and average sale price per square foot in the El Dorado County portion of the Tahoe Basin increased 31.7% and 24.3%, respectively. The average price per square foot rate of increase slowed to 8.4% in 2022.

Brokers and Realtors do not expect continued price appreciation, with general indications that buyers are becoming more price resistant at the present time and the increases in interest rates in 2022 have had an adverse affect on affordability.

Currently there are 75 listing in the El Dorado County portion of South Shore. The median list price is $807,000 and average list price is $1141,615. Inventory remains low with

less than a two-month supply of inventory (active and pending) presently available for on the market based on 2022's total number of sales. The low available inventory has likely led to the average and median sale price being insulating from broader current economic conditions.

Changes in the commercial market have also been considered. The demand for sale 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 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 and February of 2023. These interviews indicated that there has been very limited sales of TRPA development rights over the last year and market participants have widely 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

In the Original Appraisal and prior update appraisals, the value per square foot of 1b land coverage was estimated to be $25.00 per square foot. The California Tahoe Conservancy has a present asking price of $30 per square foot for 1b land coverage. In discussions with Land Planners it was indicated that there is a relatively small market for 1b coverage and sellers are largely able to name their price as the primary buyers are higher end residential properties that have inelastic demand. Land Planners reported sale prices of up to $35 per square foot for 1b Land Coverage in 2022, but generally indicated that the market accepts the CTC's present asking price of $30 per square foot for the primary basis of establishing value.. Based on the CTC's current asking price the Market Value for 1b Coverage is estimated at $30 per square foot.

High Capability Potential Coverage – Upper Truckee

In the Original Appraisal, the Market Value of high capability potential coverage in the Upper Truckee Hydrologic Basin was estimated at $6.00 per square foot. The CTC presently has an asking price of $7.50 per square foot and

Below is a summary of the high capability potential coverage sales by the CTC in 2022 for the Upper Truckee Hydrologic Basin:

High Capability Potential Coverage Sales
Upper Truckee Hydrological Basin

Ammount of Coverage	Sale Price per SF	Sale Price	Sending Bailey	Sending IPES	Escrow Close Date
287± sq. ft.		$1,597.50	4,5	811	8/10/2022
111± sq. ft.	$7.50	$832.50	3,4,5		7/15/2022
297± sq. ft.	$7.50	$2,227.50	5,7	844	7/8/2022
380± sq. ft.	$7.50	$2,850.00	4	775	7/8/2022
955± sq. ft.	$7.50	$7,162.50	4	753	6/13/2022
295± sq. ft.	$7.50	$2,212.50	7	775	5/3/2022
391± sq. ft.	$7.50	$2,932.50	5	846	4/22/2022
48± sq. ft.	$7.50	$360.00	6	0	1/26/2022

As indicated, all of the CTC's sales of high capability potential coverage in the Upper Truckee Hydrologic Basin in 2022 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 at $7.50 per square foot for a typical retail quantity.

High Capability Potential Coverage – South Stateline

In the Original Appraisal, 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 and

Below is a summary of the high capability potential coverage sales by the CTC in 2022 for the South Stateline Hydrologic Basin:

High Capability Potential Coverage Sales

South Stateline Hydrological Basin

Ammount of Coverage	Sale Price per SF	Sale Price	Sending Bailey	Sending IPES	Escrow Close Date
305 Sq. Ft.	$7.50	$2,287.50	7	743	4/4/2022
266 Sq. Ft.	$7.50	$1,995.00	1b,7	775	2/23/2022
614 Sq. Ft.	$7.50	$4,605.00	7	0	1/25/2022
516 Sq. Ft.	$7.50	$3,870.00	7	0	1/25/2022
179 Sq. Ft.	$7.50	$1,342.50	4	812	12/13/2022

As indicated, all of the CTC's sales of high capability potential coverage in the South Stateline Hydrologic Basin in 2022 were for $7.50 per square foot. Based on this data the Market Value of high capability potential coverage in the South Stateline Hydrologic Basin is estimated at $7.50 per square foot for a typical retail quantity.

Restored Hard Coverage

In the Original Appraisal, 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 2022 sales of restored hard coverage . The CTC's present asking price for restored hard coverage is $25.00 per square foot. 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 at $25 per square foot.

Commercial Floor Area (CFA)

In the Original Appraisal, the value per square foot of CFA was estimated to be $25.00 per square foot. The undersigned is aware of one 2022 sale and one current pending sale at $25 per square foot. This is supportive of the prior year's conclusion of $25 per square foot.

Residential Unit of Use (RUU)

In the Original Appraisal, the value of an Residential Unit of Use (RUU) was estimated to be $22,500. Based on the research conducted as part of this market conditions update letter, one sale of an RUUs in South Lake Tahoe for $27,500 in 2022 was found. 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 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 covert 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 as occurred with the one sale of an RUU for $27,500 in South Lake Tahoe in 2022. This one sale represents the motivations of a single buyer and provides a wide range between the price at which it is possible to effectively achieve a RUU through CFA conversion. Based on the information considered herein, it is estimated that an RUU is presently worth in the range of $15,000/each, which is unchanged from the Third Update Letter.

Tourist Accommodation Unit (TAU)

In the Original Appraisal, the value of an TAU was estimated to be $17,500. Based on the research conducted as part of this market conditions update letter, no sales of TAUs were found. Based on market interviews and the TRPA conversion table, which treats TAUs and RUUs as having the same value, it is indicated that the market value of TAUs and RUUs has equalized. Therefore, the estimated present value of a TAU is $15,000/each.

Potential Residential Unit of Use (Formerly Residential Development Right)

In the Original Appraisal, the Market Value of a Potential Residential Unit of Use was estimated at $5,000. The undersigned is not aware of any 2022 sales of a Potential Residential Unit of Use and the value is opined to be unchanged.

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

Development Resource	Acronym	Market Value Per Unit Based on Typical Retail Quantity
Land Coverage 1B	N/A	$25.00/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/SF
Residential Unit of Use	RUU	$15,000/Ea.
Tourist Accommodation Unit	TAU	$15,000/Ea.
Potential Residential Unit of Use	PRU	$5,000/Ea.

Respectfully Submitted,

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Benjamin Q. Johnson, MAI
California Certified General Appraiser
License Number AG043925

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,

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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, 2024)

Certified General Appraiser – State of Nevada
License Number A.0205542-CG
(Certified through November 30, 2024)

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
U.S. Bankruptcy Court, District of Nevada
U.S. Bankruptcy Court, Northern District of California

Offices Held and Appointments

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

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Resolution 2023-XXX

Adopted by the City of South Lake Tahoe
City Council

March 14, 2023

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 2022-051

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 May 3, 2022, the City Council adopted City Council Resolution 2022-051, establishing a policy that addresses the future distribution and sale of development rights and land coverage maintained by the City.

C. Resolution 2022-051, 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.

D. The Development Services Department contracted with Ben Q. Johnson (Valuation Group Limited) a California licensed appraiser, to analyze the sale of each development right/

E. Ben Q. Johnson prepared an appraisal dated February 10, 2023 for consideration by the City Council.

F. 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 February 10, 2023, 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.

Adopted by the City of South Lake Tahoe City Council on March 14, 2023 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Cristi Creegan, 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.

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.	$9.99/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.
Commercial Floor Area	$25/Sq. Ft.	$8.33/Sq. Ft.
Potential Residential Units of Use	$5,000/Unit	$1,666.00/Unit
Residential Units of Use	$15,000/Unit	$5,000/Unit
Tourist Accommodation Units (City Owned)	$15,000/Unit	$5,000/Unit
Tourist Accommodation Units (Successor Agency)	$15,000/Unit	$5,000/Unit

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 14, 2023
Agenda Item #: 30

Agenda Item: Ratification of Amendment 1 to Concessionaire Agreement with On Course Events for Live at Lakeview Summer Concert Series

Executive Summary: On November 5, 2019 City Council approved an Agreement with On Course Events to produce Live at Lakeview Summer Concert Series during summer months at Lakeview Commons. The Agreement requires the City to contribute $5000 per season in cash in addition to in-kind services needed to support the event each week. The Agreement expired on November 5, 2022 with the option to extend the Agreement for an additional 24 months upon mutual agreement of both parties. On November 4, 2022 On Course Events confirmed the desire to extend the Agreement and requested an additional cash payment from the City of $5000 per season. Today Council is being asked to ratify the amendment to the agreement to extend the agreement for two years and approve the additional cash payment bringing the total cash payment per season to $10,000. The additional $5000 is recommended to be transferred from Recreation Programs account 100-04220-45012 to Recreation Administration Advertising 100-04105-44030 for the 2023 season and incorporated into the FY 23/24 budget for the remainder of the Agreement which now expires on November 5, 2024.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute the Ratification of Amendment 1 to the Agreement with On Course Events to extend the Agreement for 2 years and for $5000 of additional funding annually for 2023 and 2024 to produce Live at Lakeview Summer Concert Series.
CEQA Determination: Lakeview Commons Summer Concert Series is categorically exempt from review under the California Environmental Quality Act (CEQA) because the events will allow for the normal operations of existing facilities for public gatherings for which the facilities were designed (CEQA Guidelines section 15323 – Normal Operations of Facilities for Public Gatherings).
Responsible Staff Member: Lauren Thomaselli, Director of Parks and Recreation

Responsible Staff Member: Lauren Thomaselli, Director of Parks and Recreation (530) 542-6197

Reviewed and Approved By:
Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance
Heather Stroud, City Attorney

Attachments:

01-Staff_Report_-_On_Course_Events_Contract_Amendment_1.docx
02-C-136-2019 On Course Events Concessionaire Agreement.pdf
03-In Kind Services Estimate.pdf
04-Amendment_1_to_Agreement_with_On_Course_Events.docx

City of South Lake Tahoe
Report to **City Council**

Meeting Date: March 14, 2023

Title: Ratification of Amendment 1 to Concessionaire Agreement with On Course Events for Live at Lakeview Summer Concert Series

Location: Lakeview Commons El Dorado Beach

Responsible Staff Member: Lauren Thomaselli, Parks and Recreation Director
(530) 542-6197

Background: The inaugural Live at Lakeview Summer Concert Series was introduced to the City during summer 2012 by Rob Giustina, owner of On Course Events Production Company. Following the 2012 concert series and other successful events at Lakeview Commons, Council expressed an interest in supporting signature events that offer free and unique community gathering opportunities.
On March 19, 2013, City Council authorized the release of a Request for Proposal for Signature Events at Lakeview Commons. One proposal was received from Rob Giustina of On Course Events.

On April 16, 2013, City Council made the following action: "*to award to On Course Events the Live at Lakeview summer concerts for the 2013 and 2014 summer seasons and offer sponsorship in the amount of $2,500; and to recognize Live at Lakeview as a city signature event with no rental fees assessed; and to include the crafting of termination language".*

On Course Events proceeded to fulfill the terms of the contract and successfully produce weekly summer music concerts in 2013 and 2014. Due to the growing popularity and interest in continuing the music series, the City released another Request for Proposals (RFP) for Lakeview Commons Signature Summer Events on January 5, 2015. The City received one proposal from Rob Giustina of On Course Events.

On March 3, 2015 City Council moved to "*award a five (5) year agreement(2015,2016,2017,2018,2019) to On Course Events for producing the City of South Lake Tahoe's Signature Summer Event; To designate the City of South Lake Tahoe as the title sponsor and to read, "City of South Lake Tahoe and On Course Events Presents"; To pay an annual payment to On course Events of $5,000 for year one (1) of the contract period and to reduce that annual payment amount to $2,500 for contract years two (2) through five (5); To approve the time extension for the stage tear down to be completed by 9:00am on the following morning; And for the City of South Lake Tahoe's Planning Department to review and approve the flyer/signage for this year and for future contracted years events*. The fifth year concluded on August 29, 2019.

On August 20, 2019 City Council authorized the release of Request for Proposal for Signature Summer Events at Lakeview Commons. The City received one proposal from Rob Guistina, owner of On Course Events (Attached).

On November 5, 2019 City council moved to "*award a thirty six (36) month agreement beginning November 5, 2019. The City may exercise an option to extend for two (2) additional twelve (12) month periods."* The November 5, 2019 Agreement (Attachment 02) included an increase in cash donation of $2500 per year from the City bringing the total annual cash contribution to $5,000 per year.

Issue and Discussion: The first thirty-six (36) month term ended on November 5, 2022. On September 12, 2022, staff contacted On Course Events to exercise the option to extend the contract for the additional two (2) twelve (12) month periods with the new contract expiration date of November 5, 2024. The Concessionaire replied on November 4, 2022, with a desire to continue the contract in addition to requesting additional funding from the City in the amount of $5000 annually. Because the agreement has expired, staff is also asking City Council to ratify the amendment to extend the agreement for two years from November 5, 2022.

The Concessionaire states increased costs of production including labor costs, artist rates, and event materials combined with the loss of an entire summer season of event production during the pandemic as the rationale for increased funding request from the City. Under the direction of the City Manager, City staff recommend Council consider an increase in annual funding for the production of Live at Lakeview Summer Concert Series in the amount of $5000 per year bringing the total annual contribution to $10,000.

Financial Implications: Under the current Agreement, the cost to the City to produce the Summer Concert Series includes both in-kind services and cash donations for a total annual cost of $24,246. Attachment 03 demonstrates the estimated costs of in-kind services per season. In-kind services include personnel from the Public Works, and Parks and Recreation for street closures, Cal Trans permit, signage, additional parks maintenance, supplies, and clean up. Rental fees are waived for Lakeview Commons under the premise that the concessionaire provides a service to the City to produce the concerts. The total rental fees waived per year are estimated to be $9,910 (ten events at $991 per event).

To support the costs of production, the Concessionaire is requesting cash contributions in the amount of $10,000 per year for two remaining years. Cash contributions are paid from Advertising account 100-04105-44030. Should City Council approve the additional funding, the total cost to the City to produce Live at Lakeview each season would be $29,246 ($10,000 cash contribution and $24,246 in kind services). The additional $5000 cash contribution per year would be transferred from Recreation Program Supplies account 04220-44030-45012 to Recreation Advertising account 100-04105-44030 in 2023 and 2024.

Environmental Considerations: Lakeview Commons Summer Concert Series is categorically exempt from review under the California Environmental Quality Act (CEQA) because the events will allow for the normal operations of existing facilities for public gatherings for which the facilities were designed (CEQA Guidelines section 15323 – Normal Operations of Facilities for Public Gatherings).

Policy Implications: Strategic Plan Priorities supported by the summer concert series includes: Community for All

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CITY OF SOUTH LAKE TAHOE
CONCESSIONAIRE/VENDOR AGREEMENT

This Agreement is made and entered into as of the 5th day of November 2019 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and **On Course Events**, a Sole Proprietorship ("Concessionaire").

RECITALS

A. WHEREAS, The City manages that certain real property more commonly known as Lakeview Commons at El Dorado Beach in South Lake Tahoe, California.

B. WHEREAS, the City desires to hire a Concessionaire to host, manage and promote a summer event series at said real property.

C. WHEREAS, Concessionaire has the skill and experience necessary to host, manage and promote a summer event series at said real property.

AGREEMENT

1. Scope of Agreement. The City, in consideration of Concessionaire's duties hereinafter specified and of the covenants and agreements herein contained to be performed by Concessionaire, does hereby grant to Concessionaire the right to host, manage, promote and operate that real property more commonly known as Lakeview Commons at El Dorado Beach and more specifically described and shown in **Exhibit A** (hereinafter the "Facility"), for the purposes of a summer concert series as described in **Exhibit B**. Concessionaire does hereby agree to use its best efforts, at all times during the Term of this Agreement, in order to manage and operate the Facility for the purposes hereinafter stated. In the event of any inconsistencies between this Agreement, the attached exhibits, and any required regulatory permits including the annual Special Events Permit, the following order of precedence applies: (1) Regulatory permits; (2) Agreement; (3) Exhibits.

2. Use. Concessionaire's right to use the Facility is nonexclusive, and Concessionaire and the City, its agents, employees and contractors shall have the right to enter the Premises for any purpose that does not unreasonably interfere with the rights granted to Concessionaire under this Agreement. Such purposes may include but are not limited to the City entering to: inspect the

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Facility; determine whether Concessionaire is complying with the Agreement; make repairs, alterations or improvements.

Concessionaire hereby acknowledges that it shall use its best efforts to fulfill the purposes of this Agreement consisting of hosting weekly events which are free of charge to all members of the public at the Facility from mid-June through August each year. The event series shall be held weekly during this time period, except that no events shall take place during the week of July 4, and the events shall be held no more than once a week. Concessionaire shall submit the proposed dates of the event series to the City no later than March 15 of each year and the event dates shall be authorized by the City Manager in writing.

a. Qualifications on Use. Concessionaire's right to use the Facility shall be for hosting concert events which are free of charge to all members of the public, including the right to "set up" and "take down" all event related activities, materials and equipment. All other uses shall be considered a breach of this Agreement, and shall give the City authority to immediately terminate this Agreement.

b. Prior Encumbrances. This Agreement is subject to all easements, leases, liens, conditions, restrictions, encumbrances and claims of title which may affect the Premises. Concessionaire accepts the Facility in its present condition.

c. Licenses, Permits, etc. Concessionaire represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Concessionaire to practice its profession and to host the summer event series at the Facility, including, but not limited to all road closure, right of way, and other permits required by California Department of Transportation. Concessionaire represents and warrants to City that Concessionaire 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 Concessionaire to practice its profession. Concessionaire shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement. Concessionaire acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

   Concessionaire shall complete a Special Event Application annually in accordance with the Lakeview Commons Special Event Guidelines. The completed application shall be submitted to the

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Recreation Services Superintendent no later than ninety (90) days prior to the first event of the summer season.

d. Alcohol sales. Upon issuance of all required permits including a license from the California Department of Alcoholic Beverage Control, Concessionaire may sell wine and beer during the weekly events to be consumed with a defined area with additional security in place, to be specified in the annual Special Event Permit.

e. Promotion and Signs. Concessionaire shall not display and shall not permit any other person to display any signs whatsoever within the Facility without the prior signed, written consent of the City Manager or his designee, and without obtaining applicable City permits and approvals. Application for such consent shall show in reasonable detail the type, character, and size of any such sign Concessionaire desires to display. City agrees not to withhold or delay approval of reasonable requests for signs. All promotional materials and signs for the event shall prominently display the City of South Lake Tahoe logo.

f. Vendors. City reserves the right to prohibit the sale, rental, or use by Concessionaire of any article or item which City regards as objectionable or beyond the scope of this Agreement. Objectionable merchandise includes, but is not limited to, drugs or drugs paraphernalia, obscene literature/merchandise, weapons or any merchandise deemed objectionable by the City Manager or his designee. Permissible vendors include those selling merchandise, food and drink. Vendors involving carnival rides, bounce houses, climbing walls and other similar activities are expressly prohibited. All vendors are required to comply with applicable City Code provisions and shall obtain and maintain all required permits and licenses.

   Concessionaire shall submit to the City a list of all vendors who will participate in the summer event series fifteen (15) business days prior to the first event in 2020. The City may approve or reject the use of certain vendors, based on the scope of this paragraph, 2(e), and the City shall provide Concessionaire written notification of its approval or rejection.

g. Chemicals. No pesticides, herbicides, or fungicides may be used by Concessionaire on the Facility that are not approved in writing by City in advance of proposed use.

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3. Term. This Agreement is granted for a term of thirty-six (36) months beginning on the date set forth above. The City may exercise an option renew the Agreement for two (2) additional twelve (12)-month periods.

4. Security Deposit. Concessionaire shall pay to the City a deposit to be held by the City in the amount designated in the Lakeview Commons Special Event Guidelines specific to the expected number of attendees. Deposit shall be paid to the City no later than ten (10) days before the first day event of the season by check or money order made payable to the City of South Lake Tahoe and shall be given directly to the City Recreation Services Department.

5. City Contribution. As consideration for the public benefit provided by offering this free weekly concert series, for each year during the term of this Agreement, the City agrees to contribute funding in the amount of five-thousand dollars ($5,000.00). City also agrees to waive the fees for the annual Special Event Permit, provide access to City electricity and water at no cost, and provide event support from City staff at no cost, including support from the Police Department and Public Works Department at a level deemed appropriate by the City Manager, in his sole discretion.

6. Revenues. The Concessionaire shall provide the City Manager a sworn statement of annual gross revenues resulting from the operation of the Facility before December 1 of every calendar year.

    a. Gross Revenues. The term Gross Revenues as used herein shall include the total aggregate amount of the business done, sales made, rentals, deposits, commissions received, and services performed by Concessionaire in, on, or from the Facility for cash and on credit (it being understood that sales on credit are to be included in Gross Revenues whether or not payment is actually made to Concessionaire). Any transaction on an installment basis involving the extending of credit shall be treated as a sale for the full price at the time such transaction was entered into, irrespective of the time of payment or when title passes. No deduction shall be allowed for uncollected credit accounts and returned checks. 'Gross Revenues' shall not include the amount of any tax on sales from the Facility where such taxes are added to the selling price, stated separately, and paid by Concessionaire's customers, and remitted directly to the taxing authorities by Concessionaire. In the event merchandise is taken in trade, Gross Revenues shall mean the full price of the merchandise sold.

7. Records and Inspection. Concessionaire shall keep true and accurate books and records showing all of its income and expenses and business transactions

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in connection with the Facility in separate records of account in a manner reasonably acceptable to City, and City shall have the right through its representatives, and at all reasonable times, including any time during the one year period following the termination of the Agreement, to inspect such books and records, including, profit and loss statements, State of California sales tax return records, Federal and State income tax returns, and Federal and State payroll tax reports. If such audit reveals that there is a deficiency in the manner Concessionaire maintains its records, Concessionaire shall immediately cure such deficiency and shall pay all City expenses incurred for such audit immediately upon demand by City. If such audit reveals that there is a deficiency in the payment of any Fee, then such deficiency shall become immediately due and payable together with interest thereon at the rate of twelve percent (12%), or the highest rate permitted by law, whichever is less, per annum from the past date due until paid and Concessionaire shall immediately pay for the costs of any audit by City if the audit reveals that Concessionaire either understated annual Gross Revenues by more than one half percent (0.5%) of the Gross Revenues for any year or underpaid the Concessionaire's Fees by greater than One Thousand Dollars ($1,000.00). In the event that the City discovers a pattern of deficiency, this pattern shall constitute a default of this Agreement. Concessionaire shall pay the costs of all audited financial statements required by the City under this Agreement.

Any information obtained by City pursuant to the provisions of this Section 6 shall be treated as confidential, except in any proceedings between the parties hereto, and except further that City may divulge such information to a lender and/or to any person as required by law. The City is subject to the California Public Records Act and, if required by the California Public Records Act, may disclose certain information.

8. No Partnership Formed. City is not, and shall not in any way or for any purpose become an agent, partner, or joint venturer of Concessionaire in its business or otherwise.

9. Termination. At any time during the Term of this Agreement, Concessionaire shall have the right to terminate this Agreement upon ninety (60) days prior written notice to the City. At any time during the Term of this Agreement, the City shall have the right to terminate this Agreement upon thirty (30) days prior written notice to Concessionaire for any reason.

10. Ownership Of Documents.
All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Concessionaire, its officers, employees and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to

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Concessionaire for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Concessionaire or to any other party. Concessionaire shall, at Concessionaire's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Concessionaire 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.

11. Employees, Volunteers, and Personnel. All persons employed or utilized in connection with the operation of the Facility, including relatives and minors, age of fourteen and above, with valid work permits and employed under the strict guidelines of California Child Labor laws, shall be adequately trained for such purposes. If in the reasonable judgment of City, any such person is incompetent, disorderly, discourteous, or otherwise objectionable, such person, including relatives, Concessionaire shall ensure that such person not be a part of the activities set forth in this Agreement.

Concessionaire acknowledges and agrees that Concessionaire's employees and volunteers are independent contractors and are solely the employees and volunteers of Concessionaire and not the City and shall not be eligible for any City employee benefits and, to the extent Concessionaire's employees otherwise would be eligible for any City employee benefits of any kind but for the express terms of this Agreement, Concessionaire (on behalf of itself and its employees) hereby expressly declines to participate in such City employee benefits of any kind.

Concessionaire shall ensure that all employees who supervise minors meet the provisions of the Public Resources Code, Section 5164, that Concessionaire will require employees that have direct supervision over or conduct programs with minors, to be fingerprinted. Livescan fingerprinting service is available at the South Lake Tahoe Police Department. Concessionaire shall file with the City a certificate showing that within the last two years, every person employed in the Facility's programs with minors has been examined and has been found to be free of communicable tuberculosis, all in accordance with the provisions of the Public Resources Code, Section 5164.

12. Operating Schedule. Concessionaire may access the Facility to set up events beginning at 7:00 a.m. on the day of events. Concessionaire must remove all equipment, staging, merchandise, signs, and every object associated with Concessionaire's services under this Agreement by midnight (12:00 a.m.) on the night of events. If extenuating circumstances arise, Concessionaire may complete removal no later than 9:00 a.m. the following day provided that Concessionaire notifies City as soon as possible of the need for an extension. The City will facilitate the Concessionaire's "take down" of all event

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equipment, staging, merchandise, signs and all other objects by providing Concessionaire the necessary access and keys for removal of such objects and things. Any changes to this operating schedule must be noted in the annual Special Event Permit application submitted ninety (90) days prior to the first event of the season.

13. Quality of Concessionaire's Services. The Concessionaire shall conduct its operations in a business-like manner in accordance with this Agreement and so as to not unreasonably interfere with the public's use of other areas of the Facility or infringe upon the normal method of operations of any parties authorized as of the date hereof to conduct business near the Facility.

The Concessionaire shall control the conduct, demeanor, performance, and appearance of its officers, members, employees, agents, volunteers, independent contractors, subcontractors, representatives, customers, and patrons, and upon reasonable objection of the other party concerning the conduct, demeanor, performance or appearance of any such person, the party to whom such objection is made shall immediately take all necessary steps in the discretion of either party to correct the cause of the such objection. The City reserves the right to reasonably request that the Concessionaire remove any such person in the event that the steps to correct such objection are unsuccessful.

Concessionaire shall furnish good, prompt, and efficient service adequate to meet all reasonable demands therefor. The City Manager may periodically evaluate Concessionaire's performance under the Agreement. As a result of these performance evaluations, the City Manager may reasonably request Concessionaire to modify its operation so as to furnish good, prompt and efficient service.

The Concessionaire shall not conduct any business or activity not specifically authorized by this Agreement, unless approved by the City Manager.

14. Independent Contractor. It is understood that Concessionaire and his employees, volunteers, and assigns, 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. Concessionaire shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Concessionaire hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors or subcontractors hired or retained by Concessionaire are employees, agents, contractors or subcontractors of Concessionaire and not of the City.

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15. Professional Ability of Concessionaire. City has relied upon the professional training and ability of Concessionaire to perform the services hereunder as a material inducement to enter into this Agreement. Concessionaire shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Concessionaire 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 Concessionaire's field of expertise.

16. Compliance with Laws. Concessionaire shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Concessionaire 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 Concessionaire to comply with this section.

In the event it is determined that the Concessionaire is required to pay prevailing wages for the work performed under this Agreement, the Concessionaire shall pay all penalties and wages as required by law.

17. Indemnity. CONCESSIONAIRE, AS A MATERIAL PART OF THE CONSIDERATION TO CITY, HEREBY ASSUMES ALL RISK OF DAMAGE TO PROPERTY INCLUDING, BUT NOT LIMITED TO, CITY'S EQUIPMENT AND ALTERATIONS OR INJURY TO PERSONS IN, UPON OR ABOUT THE FACILITY, AND CONCESSIONAIRE HEREBY WAIVES ALL CLAIMS AND RECOURSE AGAINST THE CITY, INCLUDING THE RIGHT TO CONTRIBUTION FOR LOSS OR DAMAGE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGES TO PROPERTY, WHETHER THE PERSON OR PROPERTY OF CONCESSIONAIRE, ITS AGENTS OR EMPLOYEES, OR THIRD PERSONS ARISING FROM ANY CAUSE, EXCEPT CLAIMS ARISING FROM THE SOLE GROSS NEGLIGENCE OR SOLE WILLFUL MISCONDUCT OF CITY, ITS OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES. THE PROVISIONS OF THIS ENTIRE SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

Concessionaire hereby agrees that City shall not be liable for injury to Concessionaire's business or any loss of income therefrom or for damage to the property of Concessionaire, or injury to or death of Concessionaire, Concessionaire' employees, invitees, customers, agents or contractors or any other person, whether such damage or injury is caused by fire, steam, flood, electricity, gas, water or rain, or from the breakage, leakage or other defects of sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said damage or injury results from conditions

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arising upon the Facility, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Concessionaire, except damage or injury caused solely by City's gross negligence or willful misconduct.

Concessionaire shall indemnify, hold harmless, and defend the City, and its officers, directors, agents and employees (each of which is an indemnitee) from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses, including attorneys' fees, penalties, judgments or obligations whatsoever for or in connection with injury (including death) or damage to any person or property or pecuniary or monetary loss resulting from, arising out of, or in any way related to activity conducted by Concessionaire, including, but not limited to, Concessionaire's development, construction, occupation, use, operation, or maintenance of the concession, Facility, or any facilities, including events occurring on the Facility regardless of how the injury or damage was caused or suffered unless the injury or damage resulted from the sole gross negligence or the intentional and willful misconduct of City, its officers, directors, agents, or employees.

City shall have no responsibility to safeguard the equipment and property of Concessionaire or any of its invitees. City shall have no responsibility to safeguard or protect the Concessionaire, or its employees, agents, officers, directors, or any of its invitees from bodily injury (including death) or personal injury.

In the event a claim is made against City or City is named a co-defendant in any action, arising out of, or in any way related to activity conducted by Concessionaire, Concessionaire shall immediately notify City of such fact and, at City's option, shall either retain legal counsel to represent City in such action at Concessionaire's sole expense or reimburse City for City's litigation costs, expenses, and attorney' fees in undertaking its own legal representation.

In the event a claim is made against both City and Concessionaire for the joint and several liabilities of City and Concessionaire, the determination as to the apportionment of liability between City and Concessionaire shall be made by the judge in a court of competent jurisdiction. Neither City nor Concessionaire shall request that the apportionment of liability be determined by a jury.

Notwithstanding the apportionment of liability between City and Concessionaire, Concessionaire shall nevertheless be responsible to indemnify and hold harmless City as fully set forth above, unless the court determines that the injury or damage resulted from the sole gross negligence or intentional and willful misconduct of City, its officers, directors, agents, or employees.

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a. Waiver. The Concessionaire hereby waives any claim against the City, its officers, directors, agents, or employees for damage or loss caused in connection with or as a result of any suit or proceeding directly or indirectly attacking the validity of this Agreement or any part thereof or as a result of any judgment or award in any suit or proceeding declaring this Agreement null, void, or delaying the same or any part thereof from being carried out. The Concessionaire further waives any claim against the City, its officers, directors, agents, or employees in any way related to or arising out of loss to the Concessionaire due to the City hosting similar events the summer concert series at the Facility.

18. Insurance Requirements.

a. Concessionaire, at Concessionaire's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Concessionaire 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, Concessionaire 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. Concessionaire 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 Concessionaire for City.

ii. General Liability Coverage. Concessionaire shall maintain commercial general liability insurance in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. 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.

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iii. Automobile Liability Coverage. Concessionaire shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Concessionaire 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.

v. Fire and Property Coverage. Concessionaires shall maintain fire and property insurance on all improvements and equipment owned by the Concessionaire. Standard Fire Insurance with extended coverage and vandalism and malicious mischief endorsements thereon, on all improvements owned by the Concessionaire, placed or constructed upon the Facility by Concessionaire, in an amount equal to ninety percent (90%) of the full replacements cost thereof, and insuring the interests of the City and the Concessionaire as same shall appear. Concessionaire and City agree, to extent permissible, that they will waive their rights to subrogate fire damage. The policy shall contain a special endorsement that such proceeds shall be disbursed and used to repair or rebuild and such improvements so damaged or destroyed (if such course of action is required by this Agreement.)

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 name the City as an additional insured.

c. Deductibles and Self-Insured Retentions. The Concessionaire shall be responsible for all deductibles in all of Concessionaire's insurance policies. The amount of deductibles for insurance coverage required herein shall be reasonable.

d. Certificates of Insurance. Concessionaire shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Concessionaire 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 Concessionaire 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.

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19. Facilities and Equipment Provided by City. City and Concessionaire have jointly inspected the Facility prior to execution of the Agreement, and Concessionaire agrees that they have performed tests as they determined in their sole discretion to determine the condition of the Facility. The Parties agree that all improvements appurtenances and equipment existing on the Facility shall remain on the Facility for use by the Concessionaire in accordance with and subject to the limitations set forth in this Agreement. Concessionaire acknowledges and agrees that the Facility is in good and tenantable condition. Concessionaire has determined that the Facility is acceptable for Concessionaire's use, and Concessionaire acknowledges that City has not made any representations or warranties in connection with the physical condition, improvements, structures or appurtenances of the Facility or their fitness for Concessionaire's use upon which Concessionaire has relied directly or indirectly for any purpose. All improvements, structures, and fixtures are provided to Concessionaire without warranty of any kind including, without limitation, implied warranties of merchantability and fitness for a particular purpose.

20. Facilities and Equipment Provided by Concessionaire. Concessionaire shall provide, at its own expense, all equipment required for execution of its duties under this Agreement that does not already exist on or at the Facility.

21. Concessionaire's Maintenance Obligations. Concessionaire agrees to maintain in good order and repair and in a clean and safe condition any and all concession structures, facilities, improvements, and equipment at the Facility, at Concessionaire's sole cost and expense, during the entire Term of this Agreement. Concessionaire is responsible for returning the venue to the original condition following each scheduled event as outlined in the Special Event Guidelines. Concessionaire shall repair any area damaged by Concessionaire, Concessionaire's agents, employees, invitees and visitors whether through active or passive negligence. Should Concessionaire fail, neglect or refuse to do so, the City shall have the right, but not the obligation, to perform such maintenance or repairs for the Concessionaire's account, and the Concessionaire agrees to promptly reimburse the City for the cost thereof (plus an additional twenty percent (20%) for overhead), provided, however, that the City shall first give Concessionaire ten (10) days' written notice of its intent to perform such maintenance. City shall not be obligated to make any repairs to or maintain any improvements on or at the Facility unless otherwise required by this Agreement.

City reserves the right of entry for its employees and agents to inspect the Facility as deemed necessary by City, and the right (but not obligation) to do any and all work of any nature necessary for preservation, maintenance and

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operation of the Facility. Concessionaire shall be given reasonable notice when any such work may become necessary and will adjust concession operations to permit City to proceed expeditiously with such work. City shall not be liable to Concessionaire for injury or damage that may result from any defect in the construction or condition of the Facility, nor for any damage that may result from interruption of Concessionaire's use of the Facility during any repairs by City. Concessionaire waives any right to repair the Facility at the expense of City under any applicable law.

City shall have the obligation to repair the Facility to the extent the damage or destruction is caused by the sole negligence of City. Concessionaire shall have the obligation to repair or replace in all other cases. Concessionaire expressly agrees, at its own cost and expense, to maintain and operate all of the Facility in a clean, safe, wholesome, and sanitary condition free of trash, garbage or obstructions of any kind and in compliance with any applicable laws, rules or regulations of any governmental authority having jurisdiction over the Facility. Concessionaire shall remedy without delay any defective, dangerous, or unsanitary conditions.

22. Title to Improvements. Concessionaire hereby acknowledges the title of City in and to the Facility described in this Agreement, including real property improvements existing or erected thereon, and the Fixtures (as defined below), and hereby covenants and agrees never to assail, contest, or resist said title. Subject to the following paragraph, upon expiration or termination of this Agreement, any alterations to the Facility or to any structures located thereon, and all fixtures, including, without limitation, restrooms, and arenas (collectively, the 'Fixtures'), shall remain upon the Facility and be surrendered to and become the property of the City.

23. 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
City Manager
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

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If to Concessionaire: Rob Guistina, Owner
On Course Events
981 Tulare Ave
South Lake Tahoe, CA 96150
Robg@Oncourseevents.com

24. 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 Concessionaire. Assignments of any or all rights, duties or obligations of the Concessionaire under this Agreement will be permitted only with the express written consent of the City Manager. Concessionaire shall not voluntarily or by operation of law assign, transfer, sublet, or otherwise transfer or encumber all or any part of Concessionaire's interest in the Agreement or in the Facility, without City Manager's prior written consent, which may be granted or denied in City's discretion, which shall not be unreasonable withheld. If City consents to such subcontract, Concessionaire shall be fully responsible to City for all acts or omissions of the sublessee or subcontractor. Nothing in the Agreement shall create any contractual relationship between City and sublessee or 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.

Nothing in this Agreement prohibits Concessionaire from contracting for services at the Facility with the exception of those limitations set forth in paragraph 2(e) herein. Examples of such services include food vendors, merchandise vendors, etc.

25. 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. No delay, failure or omission of City to re-enter the Facility or to exercise any right, power, privilege, or option or be accrued shall impair any such right, power, privilege, or option or be construed as a waiver of such default or a relinquishment of any right or acquiescence therein.

26. Taxes. Concessionaire shall pay when due all taxes levied on personal property used or maintained upon the Facility and shall pay any possessory or use tax that may be levied in connection with use of the Facility. Concessionaire agrees to indemnify and save City harmless from all taxes

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whatsoever arising out of or in any way connected to the operations conducted by Concessionaire upon the Facility.

27. Payment of Debts; No Liens. Concessionaire shall promptly pay all debts incurred by it for materials, supplies, equipment, merchandise or services used, including assistance and services of City staff as set forth in paragraph 2(g) herein, in or about or in connection with its business or operations, and the wages and salaries and payroll taxes of all employees employed thereon. Concessionaire shall permit no liens to be levied upon or to attach to the Facility used by it in the performance of this Agreement. Concessionaire shall pay before delinquency all license fees, taxes, and assessments imposed, levied or assessed upon items or upon any property used by Concessionaire in the performance of this Agreement or upon Concessionaire's possessory interest therein, upon Concessionaire's business or activity conducted hereunder or Concessionaire's right to conduct same, or based upon the proceeds of such business or activity. If any lien is filed, Concessionaire shall cause such lien to be released and removed within ten (10) days after the date of filing, and if Concessionaire fails to do so, City may take such action as may be necessary to remove such lien and Concessionaire shall pay City such amounts expended by City.

28. Default. The occurrence of any one or more of the following events shall constitute a material default ('Default') of this Agreement by Concessionaire.

a. The violation of any provision, term or requirement of this Agreement.

b. The abandonment, vacation, or discontinuance of operations on the Facility for more than one day unless discontinuance of operations has been previously approved by the City in writing. Abandonment or discontinuation by Concessionaire of operations hereunder. "Discontinuation" shall mean any closing (other than a scheduled closing or closing necessitated by acts beyond the control of the Concessionaire) or failure to provide all services or amenities for thirty (30) consecutive days or more. "Abandonment" shall mean an implied or express repudiation or renunciation of any operations under this Agreement or any material part thereof, subject to the renovation and refurbishment authorization provided for in this Agreement.

c. The failure of Concessionaire to make any payment of Concession Fees or any other payment required to be made by Concessionaire hereunder, after ten (10) days written notice from City of non-payment.

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d. The interest of Concessionaire in the Agreement is assigned, transferred, passes to, or devolves upon, by operation of law or otherwise, to any other person, firm, or corporation without the prior written consent of the City.

e. The failure to maintain the Facility and the improvements constructed thereon in a state of repair required by this Agreement, and in a clean, sanitary, safe condition, where such failure continues for more than ten (10) days after written notice from the City for correction thereof. Nothing herein shall prohibit the City from requiring that safety and health conditions shall be corrected in accordance with the requirements of the Uniform Building Code or Uniform Fire Code, as may be adopted by the City from time to time.

f. Deterioration of service for any period which materially and adversely affects the operation or service required to be performed by Concessionaire under the Agreement which is not corrected within thirty (30) days after written notice from the City for correction thereof; and the failure to maintain service standards thereafter.

g. The failure of Concessionaire to be in compliance with local, state and federal law.

h. The filing of a voluntary petition in bankruptcy by Concessionaire, the adjudication of Concessionaire as bankrupt, the appointment of any receiver of Concessionaire's assets, the making of a general assignment for the benefit of creditors, and/or a petition or answer seeking a reorganization of Concessionaire under the federal bankruptcy laws or any other federal or state laws.

i. Concessionaire's misrepresentation or inaccuracy of facts in its required forms, documents, and submittals required as part of this Agreement or in the submittals in the solicitation and selection of a Concessionaire to perform the services under this Agreement.

j. The filing of any lien or stop notice on account of Concessionaire where such lien/notice is not removed or enjoined and/or a bond for satisfaction of such lien is not posted within ten (10) days.

k. The failure of Concessionaire to operate in the manner required by this Agreement, or Concessionaire' breach of or default under any provision of this Agreement not otherwise specified above, where such failure or default continues for more than fifteen (15) days after written notice from the City to correct the condition specified.

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l. The discovery of any material fraudulent statement in the Concessionaire's proposal leading to award of this Agreement, within three (3) years from the Effective Date, which significantly affects the Concessionaire's qualifications to perform under the Agreement following notice by the City Manager.

m. If a Principal or Owner of Concessionaire has been found guilty of, regardless of final adjudication, or a plea of nolo contendere to, any illegal conduct or activity which (i) is customarily considered to be a "white collar crime" such as, fraud, embezzlement or misappropriation of funds, or (ii) involves an act of moral turpitude, or (iii) which results in a felony conviction, unless Concessionaire has demonstrated to the satisfaction of the City within fifteen (15) days after adjudication of said Principal or Owner that action is being diligently taken to remove said Principal or Owner from any aspect of the business' operation pending an appeal of the conviction and, in not even shall such removal take longer than One Hundred Twenty (120) days. For the purposes of this section, the term "moral turpitude" shall mean conduct or acts that tend to degrade the Principals or Owners in society or bring them into public hatred, contempt, scorn or ridicule, or that will tend to shock, insult or offend the community or ridicule public morals or decency or harm the image of the City by virtue of its association with the facility.

29. Remedies. In the event of a Default by Concessionaire, City may:

a. Terminate this Agreement in which case Concessionaire shall immediately surrender possession of the Facility and all City owned-Improvements and Equipment to City.

b. Take possession of the Facility as the agent and on account of Concessionaire, and if it so elects may license or rent the whole or any part of the Facility for the balance or any part of the term of this Agreement and retain any license fees received and apply the same in payment on account of Concessionaire. The performance of any or all of said acts by City shall not release Concessionaire from the full and strict compliance with all of the terms, conditions and covenants of this Agreement on Concessionaire's part, and Concessionaire shall pay any deficiency that may exist after deducting any license fees received, if any.

30. 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

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Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

31. Right of Entry. Concessionaire agrees that City and its agents may enter upon the Facility at all reasonable times to inspect the same, and to fulfill any of the rights granted City under the terms of this Agreement, or otherwise to protect any of the rights of City and there shall be no liability against City for damages thereby sustained by Concessionaire nor shall Concessionaire by entitled to any abatement or reduction of rental herein by reason of the exercise by City of any such right herein reserved.

32. 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.

33. Prohibited Interests. Concessionaire maintains and warrants that it has not employed nor retained any Concessionaire or person, other than the independent contractors hired in accordance with Concessionaire's standard business practice, to solicit or secure this Agreement. Further, Concessionaire warrants that it has not paid nor has it agreed to pay any Concessionaire or person, other than a bona fide employee working solely for Concessionaire 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.

34. Equal Opportunity Employment. Concessionaire 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. Concessionaire 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.

35. Drug-Free Workplace Certification. By signing this Agreement, Concessionaire hereby certifies under penalty of perjury under the laws of the State of California that the Concessionaire will comply with the requirements of the

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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 Concessionaire's drug-free policy statement; and
   ii. Will agree to abide by the terms of the Concessionaire'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 Concessionaire may be ineligible for award of any future City agreements if City determines that any of the following has occurred: the Concessionaire (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

36. Americans with Disabilities Act. By signing this Agreement, Concessionaire 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.

37. Amendments. This Agreement may be modified or amended only by a written document executed by both Concessionaire and City and approved as to form by the City Attorney.

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38. 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.

39. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Concessionaire. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

40. 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.

41. Time is of the Essence. Time is of the essence for this Agreement.

42. Authority to Enter Agreement. Concessionaire 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:	CONCESSIONAIRE:
DocuSigned by:	
By Jason Collin	By signed in counterpart
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Jason Collin, Mayor	Rob Guistina, Owner
	Business License # 004798

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CITY OF SOUTH LAKE TAHOE:

By signed in counterpart
Jason Collin, Mayor

CONCESSIONAIRE:

By
Rob Cristina, Owner

Business License # 004798

APPROVED AS TO FORM:

DocuSigned by:

By Heather Stroud

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Heather L. Stroud, City Attorney

ATTEST:

DocuSigned by:

By

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Susan Blankenship, City Clerk

Attachments:

Exhibit A – Description of the Facility and Map
Exhibit B – On Course Events Proposal

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EXHIBIT A

DESCRIPTION OF FACILITY

Lakeview Commons at El Dorado Beach is located at Highway 50 & Lakeview Ave in South Lake Tahoe. The facility includes amphitheater style seating for 2200 persons, onsite food and non-motorized watercraft concessionaires, picnic tables and barbeques throughout. The facility provides a central gathering place for visitors and residents of South Lake Tahoe. Any event proposed for Lakeview Commons is required to allow public access at all times. According to the Lakeview Commons Event Guidelines no more than one third of the beach may be occupied by Special Event Activity, tents and structures must not create an unreasonable obstruction to the panoramic view and natural setting of the venue. (LVC Guidelines p. 5 2m).

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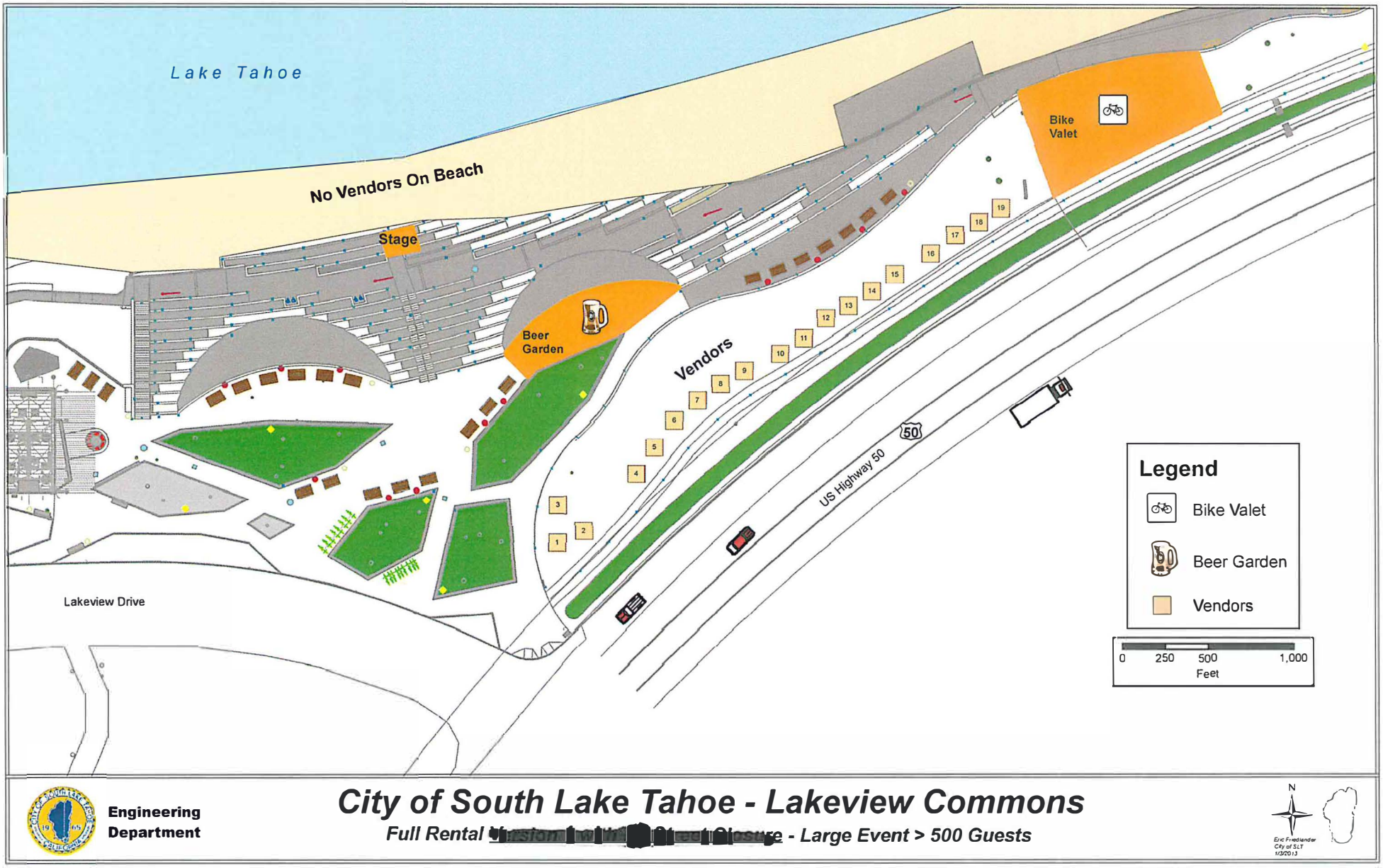

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EXHIBIT B

ON COURSE EVENTS PROPOSAL

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ON COURSE
EVENTS

Lakeview Commons Signature Summer Event Series

RFP # 2019-10-15

Submitted:
February 5, 2015

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ON COURSE EVENTS

September 9, 2019

Dear Frank Rush, City Manager, and members of the South Lake Tahoe City Council;

This letter is submitted in response to a Request for Proposal from On Course Events in relation to production of the Live at Lakeview Summer Music Series at Lakeview Commons, South Lake Tahoe, California.

In celebration of the continued improvements the City has made to the area surrounding Lakeview Commons, On Course Events proposes to renew the agreement for continued production the Live at Lakeview Summer Music Series to highlight the positive changes taking place in the local community.

In the summer of 2012, On Course Events created and produced this unique, free concert series at the newly renovated Lakeview Commons venue. Over the past eight seasons, with 83 concerts successfully produced, this weekly series has become the pinnacle of summer in South Lake Tahoe. Each week, 800-1000 guests enjoyed free music, local vendors, food concessionaires, a free bike valet, and a beer/wine garden. Through innovative venue design and professional, responsive event execution, locals and visitors alike came to experience the sense of community that this location and event series provided.

In addition to Live at Lakeview, On Course Events has played an instrumental role in planning and producing successful events at Lakeview Commons since the venue's renovations including Race the Lake of the Sky, South Shore's Best Sunset Band, Laser Day, the Wednesday Night SUP Series and more.

Throughout the body of this document, you will find details to establish why On Course Events should be awarded with another multi-year contract for this community event series as well as receive support from the City Council and other City Services units. You will also find the latest event application submitted by On Course Events in Spring of 2019. The On Course Team is confident that with the City's support these events can continue to be a positive and culturally influential experience for our community.

Thank you, in advance, for your time and considerations.

Respectfully submitted,

Rob Giustina
On Course Events
C: 530-545-9382
E: Robg@oncourseevents.com

Live at Lakeview Summer Music Series

ON COURSE EVENTS

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B. Related Experience, Background and Qualifications

On Course Events is an award-winning event planning and production company based in South Lake Tahoe, CA. With over 15 years of successful event production experience, the On Course Team has an extensive background in festival and concert production, action sports exhibitions and competitions, corporate meetings, and fundraising events.

On Course Events is responsible for founding and producing the Live at Lakeview Summer Music Series, at Lakeview Commons since the opening of the new venue in 2012. As the creators of this Signature Summer Events Series, the company has continued to build upon its successes while being extremely responsive to any issues that may have arrived. Upon the successful completion of 83 Live at Lakeview concerts in the past eight seasons, On Course Events has developed and solidified a comprehensive operations plan, secured the necessary funding to produce the event through sponsorships, and garnered a loyal following within the community.

In addition to Live at Lakeview, On Course Events has played an instrumental role in planning and producing successful events at Lakeview Commons since the venue's renovations including Race the Lake of the Sky, South Shore's Best Sunset Band & the Wednesday Night SUP Series. As outlined below in figure 1.1, this production company also holds an extensive resume of professional experience; locally, domestically and internationally

Figure 1.1 Related Experience, Background, and Qualifications

Event	Event Location	Brief Description of Event	Responsibilities
Live at Lakeview Summer Music Series 2012-2019	Lakeview Commons, South Lake Tahoe, CA	A free community concert series on the shores of beautiful South Lake Tahoe. The event highlights the unique recreation of the area with a free bike valet, a variety of live music, live painting, local vendors and non-profit booths and a beer/wine garden.	Created, produced, and managed a total of 83 concerts over 8 seasons. Managed all aspects of production including staffing, marketing, promotions, staging, sound, vendors, and entertainment.
Live at Grandview Equinox Spring Festival 2014-2015	Sierra-at-Tahoe Resort, Twin Bridges, CA	A free outdoor concert series on the brand new Solstice Plaza in the base area of Sierra-at-Tahoe Resort. The event series highlights the unique recreation of the area with skiing/snowboarding and a variety of live music and local vendors.	Created, produced, and managed 4 outdoor concerts in inaugural season; 3 additional concerts are currently scheduled for 2015 Managed all aspects of production including staffing, marketing, promotions, staging, sound, vendors, and entertainment.
Snowglobe Music Festival Big Air Exhibition 2012-2019	Lake Tahoe Community College, South	Local skiers/snowboarders perform a variation of flips and grabs over 30 feet above the festival crowd on Lake Tahoe's largest man-made feature.	Built, maintained, and managed the Big Air Exhibition and its athletes. Provided operational support in areas including artist relations and event setup.

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	Lake Tahoe, CA		
SUP Series 2012-2015	Lakeview Commons, South Lake Tahoe, CA	Weekly Standup Paddle races right from the heart of South Lake Tahoe. The event attracts competitors and spectators of all ages and abilities.	Provided staff and consultation services for this popular competition
Race the Lake of the Sky 2012-2014	Lakeview Commons, South Lake Tahoe, CA	A world class Standup Paddle competition that attracts people from all around the world to enjoy the unique recreation of Lake Tahoe.	Provided staff and consultation services for this world class competition
USASA South Tahoe Series 2011-2013	Lake Tahoe (Various Resorts)	USASA is the world's largest snowboard and freeski association with 33 regions across the nation. Competitors of all ages compete in a variety of disciplines to earn points to qualify for Nationals held in April.	Directed and managed 1 of 33 regional series, hosting 14-18 local events each winter season.
USASA National Championships 2001-2015	Copper Mountain, CO	The National Championships of the United States Snowboard and Freeski Association attracts competitors from all 33 regions.	Manage venue, course, and overall completion.
Stateline Showdown Series 2012	Heavenly Mountain Resort, South Lake Tahoe, CA	A series of 5 snowboard competitions paired with a concert series. The event allowed guests to enjoy the unique recreation of Lake Tahoe during the day followed by live music.	Developed and managed a series of 5 snowboard competitions. Developed and managed a series of concerts to supplement competitions.
Blowsion Surf Slam 2009-2018	Pacific City, OR	Over 40 of the world's greatest Watercraft Freeriders and Racers gather to compete in this action packed competition on the Oregon Shoreline.	Developed and managed International Jet Ski Competition Operations including vendor management, competition management, equipment, stage, sound, and staffing.

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C. Proposed Special Event Plan

On Course Events is proposing to continue the Live at Lakeview Summer Music Series for an additional five years. This section will outline the overall concept and theme that has been established for the proposed event series. It will cover the overall design of the event series as well as new improvements and innovative ideas to attract residents and visitors alike.

Figure 2.1 Live at Lakeview Summer Music Series 2018

Concept and Theme Development

During the inaugural season of Live at Lakeview in 2012, the series quickly became the pinnacle of summer for families, visitors and local residents of all ages. These events were initially created to provide an opportunity for the community of South Lake Tahoe to gather on a weekly basis to enjoy the unique beauty and recreation that this area has to offer.

In celebration of the continued improvements the City has made to the area surrounding Lakeview Commons, On Course Events proposes to renew the agreement for continued production the Live at Lakeview Summer Music Series to highlight the positive changes taking place in the local community.

Each Thursday, from 4:30 – 8:30 p.m., On Course Events proposes to host a free community concert on the shores of Lake Tahoe at Lakeview Commons for a total of ten weeks. Each event will feature live music selected from a variety of genres, which may include Jazz, Funk, Rock,

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Reggae, Latin, Bluegrass, Indie and World. Other highlights include a free bike valet, local vendors, food concessionaires, non-profit organizations and a beer/wine garden.

In an effort to limit the event's footprint and promote recreation, a free bike valet will be offered again. Local non-profit organizations are given the opportunity to run and operate the valet as a fundraising tool. The Live at Lakeview Bike Valet has helped to raise over $3000 for local non-profit organizations over the past three seasons.

From hand-crafted, locally made jewelry and gifts to delicious kettle corn, the local vendors and food concessionaires add a great value and large amount of energy to each event. Over the course of the past three seasons, these events have resulted in over a dozen new business license permits for the City of South Lake Tahoe. As shown below in Figure 2.2 those who attend Live at Lakeview thoroughly enjoy the variety of options each local vendor offers.

Figure 2.2 Vendors at Live at Lakeview Summer Music Series 2014

Live at Lakeview has been built as a community event series and offers a variety of fundraising and awareness opportunities for local non-profit organizations. Over a dozen local NPO's have participated in the series over the course of the past eight years. In an effort to provide support back to the local community, On Course Events donates a portion of the Beer/Wine Garden proceeds benefit the Heavenly Ski & Snowboard Foundation resulting in thousands of dollars in scholarships for local athletes.

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Figure 2.3 Live at Lakeview Summer Music Series 2019 Poster

After successfully executing 83 concerts over the course of eight seasons, a comprehensive production and operations plan has been established. A solid marketing and promotions campaign has also been established including a variety of sponsorship packages, public relations efforts, and a heavy utilization of social media communication.

As shown above in Figure 2.3 On Course Events developed and established the branding and logo for the Live at Lakeview Summer Music Series through the creation of its website, flyers, social media lineup, video commercials and logo to brand the series. Sponsor logos are displayed based on the level of event sponsorship and priority with title sponsors aligned on the main stage banners and all promotional materials. The same campaign will be used in future promotions to maintain consistency in branding the series.

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Design and Quality of Improvements

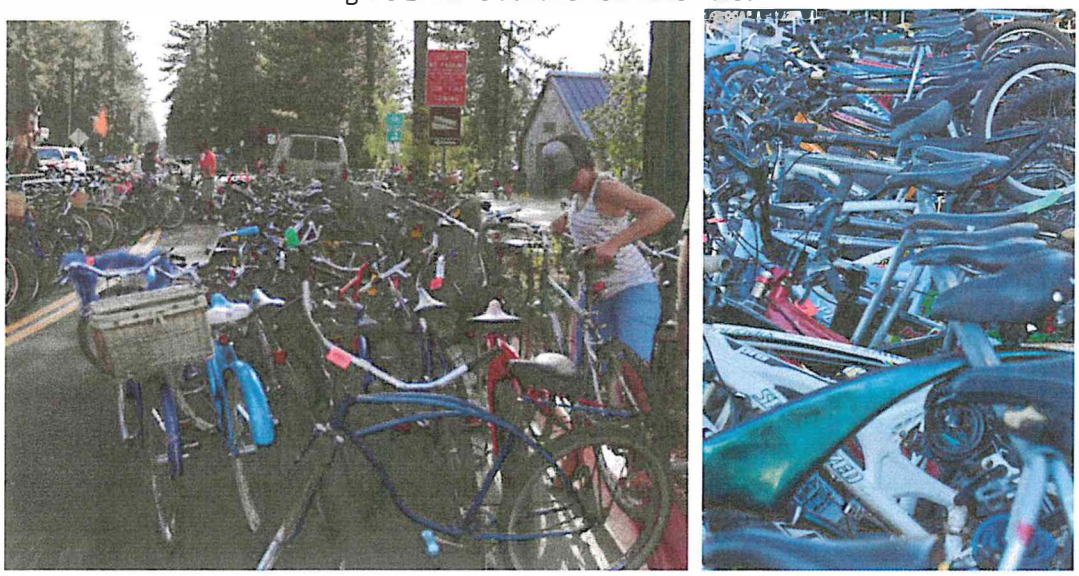
In this section you will find a description of the design and layout of the event at the Lakeview Commons Venue, along with some innovative ideas to attract residents and visitors.

Each Thursday, for the past eight summers, locals and visitors alike have gathered in droves at Lakeview Commons to experience the variety of live music and sense of community that the Live at Lakeview Summer Music Series provides. This community atmosphere is created through the innovative design that On Course Events has implemented at this magnificent venue. The lakeside stage coupled with a breathtaking backdrop of Lake Tahoe and amphitheater style seating set the stage for this event series. In previous years, this event design has attracted guests on foot, bicycles, standup paddleboards, boats and jet skis.

On Course Events adds more value by offering local vendors and food concessionaires throughout the upper plaza section. The beer and wine garden is placed along the east side of the venue, designed to offer a perfect view of the stage and the lake.

As shown below in Figure 2.4, the Live at Lakeview Bike Valet holds an average of 300 bikes each week with a consistent overflow of bikes around the venue. In response to the growing popularity of the series, On Course Events is exploring options to expand the footprint of the beer and wine garden. This may include increasing the area of the current beer and wine garden or submitting for a permit to open the full park up as a designated, drinkable area with additional security in place.

Figure 2.4 Live at Lakeview Bike Valet



On Course Events plans to continue its proactive stance on informing and educating the public in regards to any parking plans, road closure times, and free bike valet service to ensure all pertinent event information is available. Volunteer marshals and various media outlets will be

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utilized to achieve this, including local television and radio, print advertising, press releases, and social media outlets.

D. Compliance with Lakeview Commons Special Event Guidelines

On Course Events has proven its responsiveness to the *Lakeview Commons Event Application Guidelines* since they were implemented in 2013. Each component of the Event Guidelines is explained in detail below.

Figure 3.1 Event Description

Live at Lakeview Event Description	
(a) Event Name	Live at Lakeview Summer Concert Series
(b) Event Dates	Thursdays in 2020 – June 18, 25; July 2,9,16,23,30; August 6, 13, 20, 27
(c) Event Location	Lakeview Commons, South Lake Tahoe, CA
(d) Beneficiaries of Fundraising	Not primary purpose of event. Key summer fundraising opportunity for South Shore non-profit organizations.
(e) Changes for This Year	Expand footprint of beer and wine garden and continue to inform and educate the community on free bike valet and current parking available.

1. Event Description

(a-c) Event name, date & location:

On Course Events is proposing to continue hosting the Live at Lakeview Summer Concert Series at Lakeview Commons. The proposed event series would be held on 10 Thursday evenings each summer. The dates for 2020 include June 18, 25; July 2,9,16,23,30; August 6, 13, 20, & 27.

(d) Beneficiaries of fundraising:

While this is not the primary purpose for the event series, On Course Events offers a variety of fundraising opportunities for local non-profit organizations including the Bike Valet, Beer/Wine Garden and vendor booth spaces. Over the past three seasons, these events have helped to raise over $3000 for various non-profits that operated our bike valet. On Course Events also donates a portion of the Beer/Wine Garden proceeds benefit the South Tahoe BMX Association resulting in thousands of dollars in scholarships for local athletes.

While fundraising is secondary to creating a sustainable event series, On Course Events prides itself in being the key summer fundraising opportunity for many of South Lake Tahoe's non-profit organizations.

(e) *Changes for this year*

To build upon the success of the first eight seasons of Live at Lakeview, On Course Events is exploring options to expand the footprint of the beer and wine garden. This may include increasing the area of the current beer and wine garden or submitting for a permit to open the

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full park up as a designated, drinkable area with additional security in place. On Course Events will also continue to inform the public about parking, road closures, and the free, extra-large, bike valet through volunteer efforts and various media outlets.

Figure 3.2 Event Details (a-h)

Live at Lakeview Event Details (a-h)	
(a) Event Times	Set-up 7:00 am – 4:00 pm Event 4:30 pm- 9:00 pm Breakdown complete by next day at 9:00 am
(b) Attendance	800-1000 guests per event
(c) Notification	All residents and businesses within 300 feet will be notified by May 18, 2020
(d) Traffic	Develop traffic plan to minimize disruptions. Maintain emergency access at all times
(e) Alternative Transportation	Operate free bike valet (increased size) Designate an area of parking for set up, deliveries, and vendor access
(f) Parking	Partner with local businesses to provide off-site parking Designate a curbside "loading zone" All staff and volunteers will park offsite or ride bicycles
(g) Disabled Access	Additional handicap parking spaces provided upon City requests Venue is ADA compliant On Course Events will ensure no temporary structures are blocking access points
(h) Personnel	See Figure 3.3 for complete breakdown of On Course Events personnel

2. Event Details

(a) Event Times:

Each event will take place on a Thursday with live music from 4:30-9:00 pm. Set-up for the event will begin at 7:00 am the day of the event. Set-up will begin this early so our staff can place the stage without disrupting the public use of the beach. Due to the safety needs of our staff and the noise constraints of the night, breakdown will be complete by 9:00 am the following morning prior to public use of the beach. At that time, a full sweep of the venue will be made by our staff and volunteers to ensure no trash or equipment is left behind.

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(b) Attendance:
An average of 800-1000 attendees gathered for each Live at Lakeview concert over the past three seasons. With approximately 60% of attendees arriving on bicycles, paddleboards, and kayaks, we are able to reduce the number of cars driven by attendees, limiting the impact on traffic and parking in the surrounding area.

(c) Notification:
On Course Events will notify all residents and businesses within 300 feet of Lakeview Commons about our proposed event series prior to May 18, 2020. This written notification will include the dates of the entire event series, planned hours of operation, expected number of attendees, hours of amplified music, weekly genres of music, road closures, and event content.

(d) Traffic:
On Course Events will work with the City staff and Police Department, as needed, to develop the most appropriate traffic plan to minimize any disruptions to business and residential traffic flows. We plan to run and operate a free bike valet again this year to limit the parking impacts around the venue. Our staff will ensure emergency access is maintained at all times.

(e) Alternative Transportation:
Similar to the first three seasons, On Course Events will encourage Live at Lakeview attendees to use the free bike valet service. Public transportation and carpooling will also be encouraged. On Course Events plans to designate an area of parking for event set up, delivery of supplies, an access for vendors. Road closures will be requested for each event to ensure safety of all attendees, vendors, and event staff members.

(f) Parking:
On Course Events will work with the City's Recreation Complex and other event partners to provide off-site parking for event attendees, similar to the first three seasons. Our staff will designate curbside "loading zone only" area for supply load in and out. All event staff will use offsite parking or ride bicycles to ensure minimal impact on the limited public parking available on-site.

(g) Disabled Access:
Additional handicap parking spaces will be provided and clearly marked in the on-site parking areas, as the City of South Lake Tahoe advises. All restrooms, pathways, and viewing areas at Lakeview Commons are currently ADA compliant and On Course Events will ensure no event displays or tents block any of these access points.

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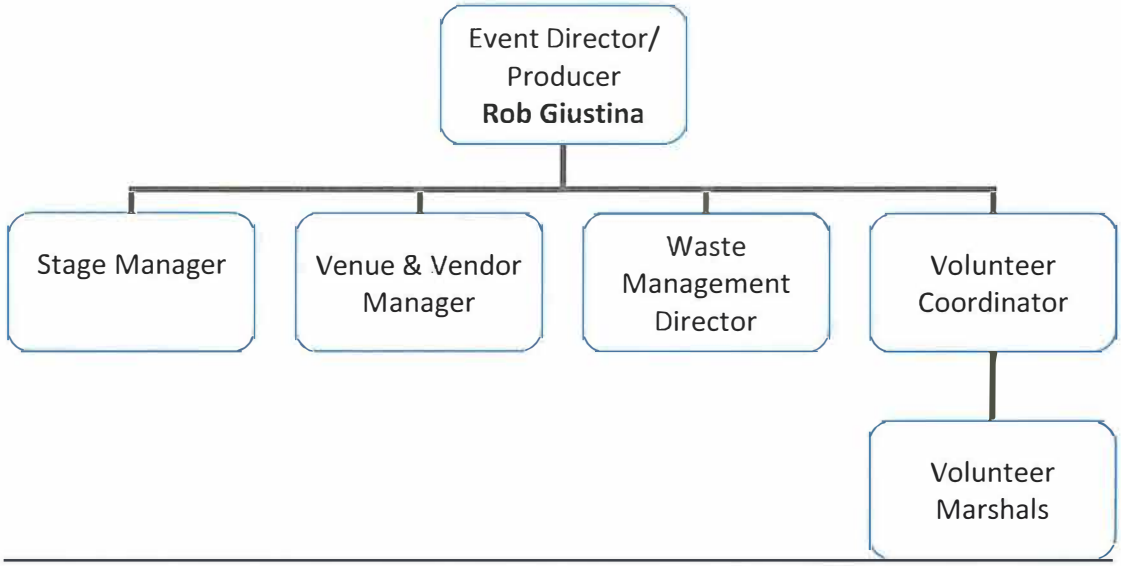
(h) Personnel:

Figure 3.2 Live at Lakeview Staff/Personnel



Event Director/Producer – Responsibilities include oversight of all aspects of the event including set-up, breakdown, security, staffing, volunteers, staging, sound, and vendors.

Stage Manager – Responsibilities include oversight of entertainment, sound management, staging, and sound staff.

Venue and Vendor Manager – Responsible for vendor solicitation, registration, oversight of set-up and breakdown of vendor booths. Also responsible to ensure all vendors meet city license requirements.

Waste Management Director – Organize and supervise all zero-waste stations, coordinate with South Tahoe Refuse Company to ensure proper waste management. Coordinate weekly beach clean-up efforts to ensure minimal impact to venue or surrounding areas.

Volunteer Coordinator – Manages and trains all volunteers with effective communication methods to prevent confusion or misdirection of volunteers. Responsible for ensuring an adequate number of volunteers are in position throughout the event. On Course Events will provide a minimum of 5 volunteers at each event.

Volunteer Marshal – Supports entire staff efforts during set-up and breakdown as well as weekly beach clean-ups. Support events by educating the public on city ordinances and rules, encouraging positive behavior, and assisting guests with directional and waste management questions.

All volunteers and staff will assist with the safe exit of event attendees after each event.

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Figure 3.4 Event Details (i-q)

Live at Lakeview Event Details (i-q)	
(i) Community Noise Impacts, Event Sound	Zero noise complaints 2012-2019; maintain same *sound management plan*
(j) Sale or Handouts of Food, Beverages and Merchandise	All vendors will be required to submit proof of necessary paperwork List of event vendors will be submitted to the City 15 business days prior to event Food concessionaires will be solicited and booked upon approval and proof of required certifications
(k) Alcohol	Necessary permits will be obtained from ABC prior to operating beer garden and selling alcohol on site.
(l) Signs and Banners	All signage will comply with City code Signage will be kept to a minimum Main stage signage with event logo and sponsor logos One 24" x 24" sign stand in center of venue plaza
(m) Temporary Structures	Staging 16' x 24' (will not occupy more than 1/3 of beach) All tents and staging will be placed to ensure it does not create unreasonable obstruction to the view and natural setting.
(n) First Aid Provisions	Provided as deemed necessary by Special Events Review Team
(o) Safety	All power cords will be taped down Maintain 20' corridor for emergency vehicles.
(p) Security	Implement set schedule, emergency protocol, and communication plans 2 licensed and bonded security guards in the beer garden area 1-2 additional volunteer security guards patrolling the venue
(q) Waste Management & Environment	Striving for a zero-waste event series

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	Partner with South Tahoe Refuse Co. Waste Management Directors & Coordinators

(i) Community Noise Impacts, Event Sound:
On Course Events will maintain the same *sound management plan* as the previous eight years. The sound levels, music genres, and overall set-up will be maintained as there were zero noise complaints during the past eight seasons. In the event of a complaint, On Course Events will be responsive and immediately implement a new *sound management plan* which will include a decibel reading, prior to each event, at the property line during sound check. Any necessary adjustments will be made at that time, in order to abide by sound limits.

(j) Sale or Handouts of Food, Beverages and Merchandise:
On Course Events has a current Business License issued by the City of South Lake Tahoe. All local vendors will be required to submit proof of a valid City of South Lake Tahoe Business License. All vendors will also be required to obtain and show proof of a Temporary Sellers Permit from the California State Board of Equalization noting the physical location of the event to be at 1001 Lakeview Ave, South Lake Tahoe, CA 96150. The Vendor Manager will also ensure all non-local vendors provide the City of South Lake Tahoe a $50 business tax fee.

All food concessionaires are subject to the approval of the on-site concessionaire and are also required to submit proof of a food handler safety certification for the El Dorado County Environmental Health Department. In addition, all cooking equipment will be required to have cleared inspection from the Fire Department. These vendors will also be required to provide proof of a valid City of South Lake Tahoe Business License, plus a Temporary Sellers Permit from the California State Board of Equalization noting the physical location of the event to be at 1001 Lakeview Ave, South Lake Tahoe, CA 96150.

On Course Events will submit a list of all event vendors to the Community Services Department at least *15 business days* prior to each event of the series. Each vendor list submitted will include a detailed description of vendors with names, products, and permit information. Only event related products will be sold on site and On Course Events will ensure no product sales significantly compete with adjacent merchants.

All vendor permits will be clearly displayed to provide easy inspection by the City of South Lake Tahoe.

(k) Alcohol:
On Course Events will obtain the necessary permits from ABC prior to operating the beer garden and selling alcohol onsite. As indicated on the site plan (see Appendix A) the sale of alcohol will be restricted inside the perimeter of the beer garden, located on the east side of

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the Lakeview Commons venue. On Course Events will provide the required licensed and bonded security personnel to maintain safety and strict compliance to all city codes and regulations.

(l) Signs and Banners:
All signage and banners will comply with the City code governing signs and banners (Chapter 25-7 item O). In order to secure sponsorship dollars to provide the community with a free concert each week, On Course Events will need to hang banners on the main stage with event-related information (name of concert and title/presenting sponsors). As indicated in our site plan (see Appendix A) there will also be one 24" x 24" sign stand in the center of the plaza with event-related information along with directional and informational signage around the venue. Overall, signage will be kept to a minimum and will not create an unreasonable obstruction to the view and natural setting of the Lakeview Commons.

(m) Temporary Structures:
As shown in Appendix A, all tents and staging areas will not be placed in a manner that creates an unreasonable obstruction to the panoramic view and natural setting of Lakeview Commons. The 16' x 24' stage will not occupy more than 1/3 of the beach to ensure the public has plenty of beach access during the event. On Course Events will ensure that all tents meet the NFPA standards and are approved by the SLTFD. We plan to coordinate, if necessary, with the City's Building Official for any inspections of temporary structures to ensure compliance within the *Lakeview Commons Event Application Guidelines.*

(n) First Aid Provisions:
On Course Events will provide any necessary First Aid Provisions as deemed by the special events review team of the City of South Lake Tahoe.

(o) Safety:
Our site plan (see Appendix A) indicates all of the considerations for safety hazards during the Live at Lakeview events. Electrical cords along the staging area will be taped down, as will any power cords running throughout the venue. On Course Events will maintain a designated 20' corridor on Lakeview/Harrision Avenues to allow access for emergency vehicles at any time during the event. On Course will also ensure access to fire hydrants is unobstructed at all times during the event.

(p) Security:
On Course Events assumes the responsibility for the behavior of event participants and will have appropriate security in place at each event of the series. Our team will continue the implementation of a set schedule, emergency protocol, and communication plans to minimize any risks of security problems. On Course Events will continue working with the City Police, as needed, to develop the most efficient and appropriate security plan for the event series.

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With an expected attendance ranging from 500-1000 attendees at each event, where alcohol will be for sale, On Course Events will hire 1-2 licensed and bonded security personnel to patrol the beer garden area for each event of the series.

On Course will also provide an additional 1-2 volunteer security guards to patrol the venue. Our volunteers will remain committed to educating and informing the community of city ordinances; however, neither the licensed and bonded or volunteer security guards can enforce city ordinances outside the confinements of the beer garden.

(q) Waste Management & Environment:
On Course Events strives to host a zero-waste event series and intends to provide multiple extra trash and recycling bins around the venue. We know that Lake Tahoe is the jewel of the Sierras and it must be protected. The On Course Team remains committed ensuring this event series has a very minimal impact, if any, on the event facility and its surrounding environment.

Weekly beach cleanups, initiated during the inaugural season in 2012, will continue be hosted again every Monday morning to keep the area clear of any litter and debris from these events as well as the full weekend of use at Lakeview Commons.

We plan to partner with the South Tahoe Refuse Company again to host various zero-waste stations with volunteers posted at each to direct and educate our guests. On Course Events will also encourage vendors to use recycled content products, compostable cups, and utensils and materials.

3. Site Plan and/Route Map
Please refer to appendix A for a complete layout of the site plan for the Live at Lakeview Summer Concert Series.

4. Rental Fees
On Course Events will be requesting sponsorship from the City of South Lake Tahoe to cover these rental fees.

5. Deposit Requirements
On Course Events will submit a deposit for $500 based on the expected attendance of 800-1000 guests.

6. Not-for-Profit Events
On Course Events offers a variety of fundraising opportunities for local non-profit organizations including the Bike Valet, Beer/Wine Garden and vendor booth spaces. Over the past three seasons, these events have helped to raise over $3000 for various non-profits that operated our bike valet. On Course Events also donates a portion of the Beer/Wine Garden proceeds benefit the South Tahoe BMX Association resulting in thousands of dollars in scholarships for local athletes.

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While fundraising is secondary to creating a sustainable event series, On Course Events prides itself in being the key summer fundraising opportunity for many of South Lake Tahoe's non-profit organizations.

7. City Services

(a) Police:
On Course Events plans to continue working with the South Lake Tahoe Police Department to ensure event attendees remain compliant with City Ordinances.

In addition, On Course Events will be requesting a road closure on Lakeview Ave. for the safety of our attendees, staff, vendors, and entertainment. We will coordinate with the South Lake Tahoe Police Department to ensure closures are complete before the road is used for event set-up.

(b) Fire Department:
On Course Events will comply with any necessary requirements of the Fire Department and will remain responsive to any necessary site inspections, etc.

(c) Street Occupancy:
Due to the high traffic of Lakeview Ave, and the high number of attendees entering the venue from that direction, On Course Events will be requesting road closures to ensure the safety of all attendees, staff, vendors, and entertainment. On Course Events will also be requesting barricades and signage to ensure street occupancy needs are met and that the safety of attendees and the general public is ensured. We are requesting sponsorship from the City of South Lake Tahoe to cover the staff costs associated with this service.

(d) Equipment:
On Course Events is requesting sponsorship from the City of South Lake Tahoe in the form of traffic control equipment including cones, lane divider poles, and safety vests.

(e) Access to Water or Power:
We will be utilizing the same power as the first three seasons, which includes power at the stage, at the bottom of the stairs for exit lighting and in the beer garden area as well.

8. Event Organizer Contact Information
Please refer to figure 3.3 below for the appropriate event organizer contact information.

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Figure 3.3 Contact Information

Type of Contact	Name	Phone #	E-mail
Primary Contact	Rob Giustina	(530)545-9482	Robg@Oncourseevents.com
Public/Media Contact	Leslie Schultz	(530)721-0333	Leslie@Oncourseevents.com
On-Site Liaison	Rob Giustina	(530)545-9482	Robg@Oncourseevents.com
Additional On-Site Liaison	CarolAnne Giustina	(949)510-8632	CA@Oncourseevents.com

9. Insurance

On Course Events possesses the necessary insurance certifications and can provide proof of this documentation upon request.

10. General Conditions

On Course Events staff and volunteers will work hard to educate and inform all event attendees of the city ordinances and general conditions. However, neither the licensed and bonded or regular volunteer security staff can enforce city ordinances outside the confinements of the beer garden.

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Please note that the City of South Lake Tahoe is subject to the provisions of the Freedom of Information and Protection of Privacy Act, and therefore, cannot guarantee that any information provided can be held in confidence.

On behalf of the applicant organization, I/we acknowledge that I/we have read and understood the conditions in the Special Event Application Guidelines and agree to comply with them.

I/we acknowledge that I/we have received a copy of, read and understood the City of South Lake Tahoe's Special Events Guidelines and agree to be bound by and comply with the terms and conditions.

By signing below, the event producer / applicant agrees to indemnify and save harmless the City in respect of any and all claims, demands, suits and costs arising out of any act or omission of the organizer or of any servant, agent or officer of the organizer arising out of or resulting from the use of the site/route by the organizer.

Signature: Leslie Schultz Date September 9. 2019

ATTACHMENTS

1. Sound Management Plan	☒ *attached*	☐ *not applicable*
2. Schedule of performing artists	☒ *attached*	☐ *not applicable*
3. Site Plan / Route Map (see #4)	☒ *attached*	☐ *not applicable*
4. Production Schedule	☒ *attached*	☐ *not applicable*
5. Insurance certificates	☒ *attached*	☐ *not applicable*

Copy of 2018 COI attached. 2019 will be submitted within 10 business days of first event

Please return application form to:

City of South Lake Tahoe, Community Services Department
Attention: Special Event Application
1180 Rufus Allen Blvd.
South Lake Tahoe, CA 96150 Phone (530)542-6058 Fax: (530)542-2981

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1. Sound Management Plan

On Course Events will maintain the same *sound management plan* as in prior years.

This event series will include amplified entertainment, music, and announcements each week. The sound levels, music genres, and overall set-up will remain the same as there were zero noise complaints during the first three seasons of the event series. Our stage manager, lead producer, and sound technician will maintain sound levels to comply with City's noise regulations. This will be maintained through numerous decibel readings around the venue and the property line.

In the event of a community complaint, On Course Events staff is prepared to alter this *sound management plan*. Any necessary adjustments will be made at that time, in order to abide by sound limits.

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2. Schedule of Performing Artists - 2020

	Time of Event	Genre of Mu	Ar
Thursday, June 18	4:30 – 8:30 pm	Funk	TBD
Thursday, June 25	4:30 – 8:30 pm	Soul	TBD
Thursday, July 2	4:30 – 8:30 pm	Rock & Roll	TBD
Thursday, July 9	4:30 – 8:30 pm	Soul	TBD
Thursday, July 16	4:30 – 8:30 pm	Bluegrass	TBD
Thursday, July 23	4:30 – 8:30 pm	Reggae	TBD
Thursday, July 30	4:30 – 8:30 pm	Americana	TBD
Thursday, August 6	4:30 – 8:30 pm	Rock & Roll	TBD
Thursday, August 13	4:30 – 8:30 pm	Funk	TBD
Thursday, August 20	4:30 – 8:30 pm	Reggae	TBD
Thursday, August 27	4:30 – 8:30 pm	Rock & Roll	TBD

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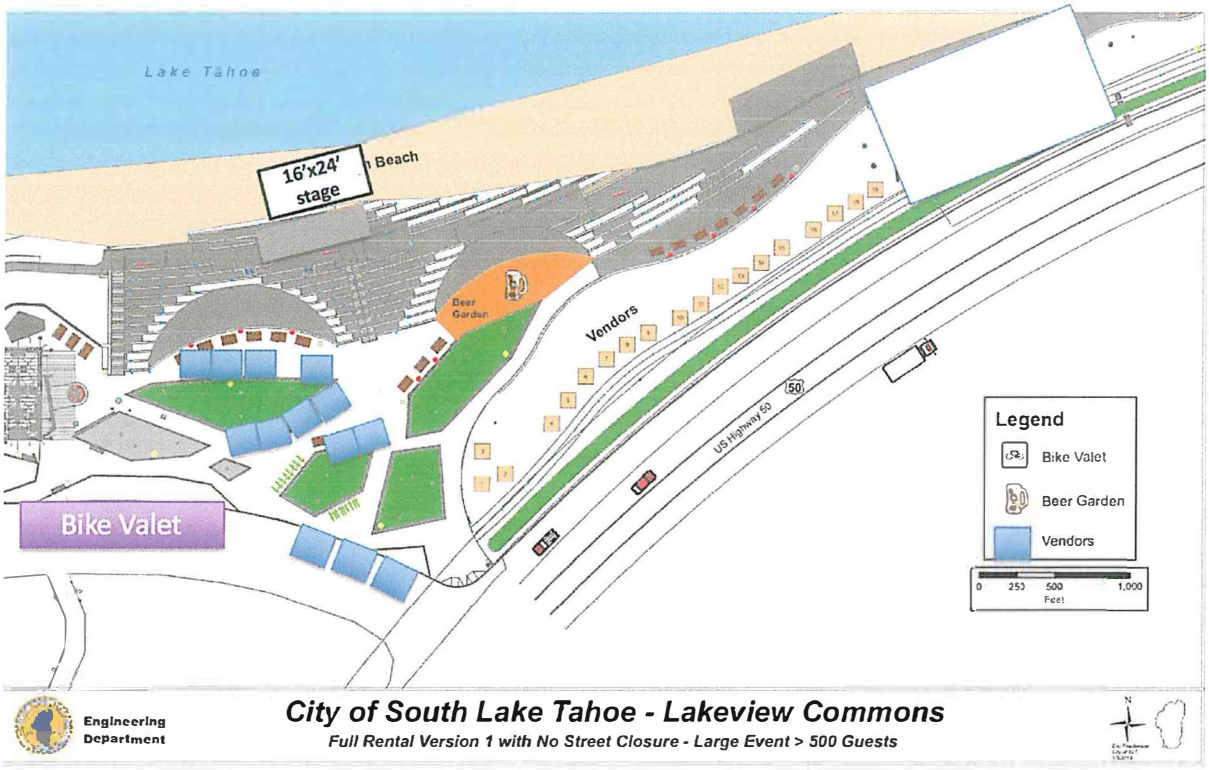
3. Site Plan

Live at Lakeview Summer Music Series
Event Site Map



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4. Production Schedule

Timeframe	Action / Event	Location	Note
7:00 AM – 3:00 PM	Event Setup	Lakeview Commons (upper and lower level)	
2:00 PM	Road closure	Lakeview Ave from Highway 50 to Harrison Avenue	
2:00 – 4:00 PM	Vendor Setup	Lakeview Plaza (upper level)	
3:00 – 4:00 PM	Band Load-in & Sound Check	Boat Ramp and Stage Area	
4:30 – 5:45 PM	Event Starts: Opening Act Plays	Stage Area	(1) *1:15 min set* Beer garden opens and vendors are selling items
5:45 – 6:00 PM	Set change / Announcements	Stage Area	
6:00 – 8:30 PM	Headlining Act Plays		2 sets with a 15 min break.
8:30 – 11:00 PM	Strike Venue	Lakeview Commons (upper and lower level)	
9:00 AM	Final Strike	Lakeview Commons (lower level)	Finishing touches and final sweep of the beach

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E. Event Financing Plan

The Live at Lakeview Summer Music Series has been successfully funded and executed, for the past eight years, through a strong blend of On Course Events infrastructure, ongoing event sponsorships, vendor booth sales, beer garden proceeds, and community donations of both cash and time. Upon approval of event permit and Signature Event Status, On Course Events will immediately continue to solicit sponsorships and renew ongoing partnerships. Businesses will be offered packages at Co-Title, Presenting, Associate, Supporting and Community Levels.

These businesses will supply capital and in-kind-trade in exchange for varying levels of exposure through the following outlets:

- Event entitlement of Series ("Co-Sponsor's" Live at Lakeview")
- Logo recognition on Stage Banner(s)
- Banner or flag locations at event site
- Logo inclusion in all print and promotional materials
- Radio, TV and On-Site Announcer mentions
- Booth space for each weekly event for promotion or VIP
- Social media recognition and highlights

In addition, On Course Events is seeking support from the South Lake Tahoe City Council and other city services to keep the Live at Lakeview Summer Concert Series as a financially viable option. Upon completing of the first eight seasons, we have developed and solidified an event budget to keep Live at Lakeview entertaining the community for the next five years and hopefully more in the future. On Course Events seeks to request the city waive the venue rental fees in exchange for providing this free concert series to the community and tourists of South Lake Tahoe as a Signature Event Series.

On Course Events also requests that the City of South Lake Tahoe continue as a recognized co-title sponsor of the Live at Lakeview Summer Concert Series, through a nominal support of $5000 support package per season. This equates to $454.55 per week for the 11-week concert series.

The City of South Lake Tahoe will be recognized as a sponsor through:

- Prominent logo inclusion as co-title sponsor in all print and promotional materials
- Prominent logo recognition as co-title sponsor on Stage Banners
- Prominent logo recognition as co-title sponsor through on-site vendor booth tents
- Radio, TV and On Site Announcer mentions as co-title sponsor
- Booth space as needed for City event promotions and community outreach
- Social media recognition as co-title sponsor

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F. Financial Capability of Proposer

On Course Events is a financially viable company with significant infrastructure to effectively produce the Live at Lakeview Summer Concert Series. In the first eight seasons of the series, the On Course team has secured sponsorships to cover the hard costs of the event including staff, security, entertainment, production, insurance, sound engineering, marketing, and promotions. Supplementary revenue will come from capital sponsorships, vendor booth sales, alcohol sales and community donations.

The entire community and various local businesses have continued to support Live at Lakeview and they are all eager to enjoy this concert series again for many seasons to come. Based upon the growing success of the first eight years of Live at Lakeview and the strong relationships On Course Events has built, the necessary sponsorships are in place to continue to run this series for many years to come.

In order to continue this growth trend and secure future additional sponsor support in a timely and professional manner, which is typically 6 months to a year in advance, On Course Events is seeking a five-year contract with the City of South Lake Tahoe. This multi-year contract will enable On Course Events to provide long-term value to the City and all event sponsors that are supporting this community-focused event.

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G. Local Business

On Course Events is based in the City of South Lake Tahoe with a current Business License in place.

ESTIMATED MATERIALS, EQUIPMENT, & STAFFING COSTS FOR ANNUAL LIVE AT LAKEVIEW EVENT STREETS AND PARKS

Cal Trans Permit

Labor/Equip.	Qty.	Unit Price	Hrs.	Rate (Fully Burdened)	Total	
Associate Engineer	1		8	$ 86.56	$ 692.48	
Engineering Tech	1		8	$ 49.19	$ 393.52	
					Cal trans Permit Total	
					$ 1,086.00	

Traffic Control Plan

Labor/Equip	Qty.	Unit Price	Hrs.	Rate (Fully Burdened)	Total	
Associate Engineer	1		4	$ 86.56	$ 346.24	
Engineering Tech	0		0		$ -	
					Traffic Control Plan Total	
					$ 346.24	

Set Up - Day (x 10 events)

Labor/Equip.	Qty.	Unit Price	Hrs.	Rate (Fully Burdened)	Total	
Maintenance Tech Lead	1		1	$ 56.66	$ 566.60	
Maintenance Manager	1		1	$ 81.14	$ 811.40	
CMS Boards	2	$ 225.00			$ 4,500.00	Includes delivery to site and back
Type I Barricades	12	$ 0.55			$ 66.00	Includes delivery to site and back
Crowd Control Barricades (6') x 10	10	$ 4.00			$ 400.00	Includes delivery to site and back
Traffic Cones x 25	25	$ 0.55			$ 137.50	Includes delivery to site and back
Truck	1	$ 33.46			334.60	Caltrans daily rate - includes take down use as well
					Set Up - Day Time	
					$ 6,816.10	

Tear Down - Night (x 10 events)

Labor/Equip	Qty.	Unit Price	Hrs.	Rate (Overtime)	Total	
MT IV, V	2		6	$ 56.55	$ 6,786.00	OT from 4:00 p.m. to 9:00 p.m. Otherwise 3hr minimum call back + O.T.
					Tear Down - Night	
					$ 6,786.00	

Parks Staff (Operations) x 10 events

Labor/Equip.	Qty.	Unit Price	Hrs.	Rate (Fully Burdened)	Total	
Parks Seasonal Workers	2		5	$ 18.07	$ 1,807.00	Parks staff working the event
Park Seasonal Workers	2		0.5	$ 18.07	$ 180.70	
Parks Seasonal Workers	1		1	$ 18.07	$ 180.70	Parks staff - additional trash removal
Parks Lead Worker	1		3	$ 42.44	$ 1,273.20	Parks staff - pre-event park clean up
Pressure washer	1	$ 12.30			$ 123.00	
Back pack blower	2	$ 4.84			$ 96.80	
Toilet Paper	6	$ 2.42			$ 145.20	
Hand Soap	1	$ 7.10			$ 71.00	
Truck	1	$ 33.46			334.60	Caltrans daily rate - includes take down use as well
					Parks Operations	
					$ 4,212.20	

EVENT TOTAL

$ 19,246.54

Ratification of Amendment No. 1 to Concessionaire/Vendor Agreement with On Course Events (C-136-2019)

The Concessionaire /Vendor Agreement (C-136-2019) entered on November 5, 2019, between the City of South Lake Tahoe, a municipal corporation ("CITY") and **On Course Events,** a Sole Proprietorship ("Concessionaire") is hereby amended as set forth below.

3. Term. This Agreement is granted a renewal for two (2) additional (12) month periods, retroactive to November 4, 2022. The expiration date of the Agreement is November 5, 2024.

5. City Contribution. As consideration for the public benefit provided by offering this free weekly concert series, for each year during the remaining term of this Agreement, the City agrees to contribute funding in the amount of ten-thousand ($10,000). City also agrees to waive the fees for the annual Special Event Permit, provide access to City electricity and water at no cost, and provide event support from City staff at no cost, including support from the Police Department and Public Works Department at a level deemed appropriate by the City Manager, in his sole discretion.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to Agreement to be executed on March 14, 2023.

CITY OF SOUTH LAKE TAHOE

By:_____
Cristi Creegan, Mayor

CONCESSIONAIRE

By:_____
Rob Guistina, Owner
On Course Events
Business License #04798

APPROVED AS TO FORM:

_____
Heather Stroud, City Attorney

ATTEST:

_____
Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 14, 2023
Agenda Item #: 31

Agenda Item: City Council South Shore Transit Subcommittee

Executive Summary: At their February 14, 2023, City Council meeting, Councilmember Bass requested the creation of a South Shore Transit Subcommittee be brought back for discussion (Wallace second). The City Council are asked to determine if a South Shore Transit Subcommittee is needed and if so, define the purpose and term of the Subcommittee.

Requested Action / Suggested Motions: The City Council are asked to determine if a South Shore Transit Subcommittee is needed and if so, define the purpose and term of the Subcommittee. If determined, Pass a Motion to establish an ad hoc South Shore Transit Subcommittee and appoint two council members to serve as part of the subcommittee for the defined purpose and term.
Responsible Staff Member: Susan Blankenship, City Clerk

Responsible Staff Member: Susan Blankenship, City Clerk

Reviewed and Approved By:
Heather Stroud, City Attorney

Attachments:

01-Staff Report - South Shore Transit Subcommittee.docx

City of South Lake Tahoe
Report to **City Council**

Meeting Date: March 14, 2023

Title: City Council South Shore Transit Subcommittee

Location: Citywide

Responsible Staff Member: Susan Blankenship, City Clerk (530) 542-6005

Background: At their February 14, 2023, City Council meeting, Councilmember Bass requested the creation of a South Shore Transit Subcommittee be brought back for discussion (Wallace second).

City Council Protocols, Section I., (8) Placement of Item on Future Agenda, states:

"Under Councilmember Reports, a Councilmember may request that an item be placed on a future agenda. Upon the support of one (1) additional Council Member, direction shall be given to the City Manager to calendar the item for a convenient future agenda, but no sooner than the second meeting after the request was made."

City Council Protocols, Section VII., (2) Subcommittees, states:

"City Council subcommittees are formed on an as needed basis with a clearly defined purpose and term. Subcommittees will consist of two Councilmembers agreed upon by a consensus of the Council. Meetings of the Council subcommittees are not open to the public, unless specified by the Council."

Issue and Discussion: The City Council are asked to determine if a South Shore Transit Subcommittee is needed and if so, define the purpose and term of the Subcommittee.

Financial Implications: Minimal amount of City staff time to provide administrative support to the Subcommittee.

Environmental Considerations: This is not a "project" subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(2) (continuing administrative or maintenance activities, such as purchases for supplies)

Policy Implications: The creation of City Council Subcommittees conforms to City Council Protocols.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 14, 2023
Agenda Item #: 32

Agenda Item: Agenda Planning Calendar

Executive Summary: The Agenda Planning Calendar is a projection of items coming before City Counci, for consideration.

Requested Action / Suggested Motions: A Councilmember may request that an item be placed on a future agenda. Upon the support of one (1) additional Council Member, direction shall be given to the City Manager to calendar the item for a convenient future agenda, but no sooner than the second meeting after the request was made, and/or modify the Agenda Planning Calendar as desired.
Responsible Staff Member: Joseph Irvin, City Manager

Responsible Staff Member: Joseph Irvin, City Manager (530) 542-6043

Reviewed and Approved By:
Susan Blankenship, City Clerk

Attachments:

APC -03 09 2023.pdf

2023 Agenda Planning Calendar (Updated 03 14 2023)

Department		Agenda Item	Agenda Section
March 28, 5:30 p.m.	**City Manager**	Electric Vehicle Charging Contract	
	CM/CA	Annexation Study	NB
	City Clerk	Protocol Update & Mayor 9 month rotation discussion	NB
	Dev Services	General Plan Annual Report	NB
		City/LTCC Student Housing RUU Agreement	
		Arts and Crafts Fair Regulation Discussion	
	Finance	2022-2023 Master Fee Schedule	Consent
	Parks & Rec	Amendment 1 to Bijou Bike Park Association Maintenance Agreement	Consent
	Police	2022 Annual Report	
	Public Works	Pioneer Trail Phase II Project Update and Funding Requst	NB
		Javiation Amendment for Hanger Lane and Mainteance Building Repair	
April 4, 5:30 p.m.	**City Attny**	Authorization to Join National Opiod Settlement	
	City Manager	Comprehensive Energy Services Contract	
		Social Media Policy Update	
	Dev Services	Solar APP + Software Grant	NB

2023 Agenda Planning Calendar (Updated 03 14 2023)

		Bijou/Al Tahoe (Midtown) Area Plan consultant PSA	
		Housing Funding Outreach Report	
	Finance	Ski Run Business Improvement District Annual Assessment	PH
	Public Works/CA	Consider amendments to Purchasing Ordinance/Public Works Contracts	NB
	Public Works	Parking Restriction and Enforcement Code Modification	NB
		Annual Report	NB
		Grant Acceptance from TRPA Regional Grant Program	NB
		Pavement Management Plan Update	NB
		Vision Zero Grant Acceptance	
		Fire Station 3 Remodel	NB
		CTC Prop 1 Grant Funding	
		School Zone Designation for Lake Tahoe Blvd	NB
		US 50 Safety Upgrade Project	
		Financing Options for Stormwater Management and Snow Operations	
May 2, 9 a.m.	**CA/CM**	Franchise Agreement with South Tahoe Refuse	UB
	Dev Services	Permit Tracking and Public Portal Software PSA Award	

2023 Agenda Planning Calendar (Updated 03 14 2023)

		3900/3908 Lake Tahoe Blvd DDA	
	Finance	City ACFR FYE 9/30/2022	Consent
	Police	AB 481 Ordinance Renewal	Consent
		SRO/LTUSD Contract 2023-2024	Consent
May 16, 5:30 p.m.	**Dev Services**	REACH Code options	UB
		EV Charging Station Ordinance	
June 6, 9 a.m.	**Public Works**	Facility Condition Assessment Presentation	NB
June 20, 5:30 p.m. CC/STRSA	**Dev Services**	TVAP Update	
		South Tahoe Refuse Report	
		PLHA Formula Grant Amendment	
		City/CTC land exchange agreement	
		TCAP Update	
	Finance	Annual Special Tax for CFD 2001-1 Series 2015 FY 2023-2024	Consent
		Mello-Roos Special Tax for Community Facilities District No. 1995-1	Consent
Unscheduled/Pending			
	City Attorney	Parking Garage License Agreement with Verizon	

2023 Agenda Planning Calendar (Updated 03 14 2023)

City Attny/PW	Amendments to Small Cell Policy
City Clerk	Records Management Policy (Updated)
	Policy - Use of Personal Devices for City Business
City Manager	SW Gas Prestentation Renewable Energy Goals
	Liberty Utilities Critical Resource Center MOU
	Joint Council/TTD Board Mtg
	Electric Municipality - Legal Feasability Analysis
	Customer satisfaction survey(s)
	SEED Solar Photovoltaic Project PPA
Dev Services	TCAP Amendment – Montreal
	Plan Area Statement Update for Tourist Accommodation Uses
	Plan Area Statement 111 amendment
	Single Room Occupancy Program Amendments
Finance	Software Purchase
Fire	Weed abatement/nusance Program - Defensable Space Policy
	Type III Fire Engine Purchase

2023 Agenda Planning Calendar (Updated 03 14 2023)

Parks & Rec	Parks Foundation MOU
	Tahoe Swim Team Use Agreement
	Bijou Golf Course "Rock the Lake" Event and Review
Public Works	Award Contract PD - Community Recource Center Renovations
	Broadband Master Plan Draft Recommendations
	Bijou Creek Park Project Update