



## City of South Lake Tahoe City Council Meeting Agenda

Tuesday, February 27, 2024 at 5:30 pm

City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

### City Council

Cody Bass, Mayor  
John Friedrich, Mayor Pro Tem  
Cristi Creegan, 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

City Council meetings are held in person at the time and location listed on this agenda. Meetings are live-streamed on Channel 21, City website at [www.cityofslt.us](http://www.cityofslt.us), YouTube at <https://www.youtube.com/channel/UC3LYne8lh-kTPLnnuyJW9SQ/live> and via ZOOM at this link <https://us06web.zoom.us/j/84326425152>

A public agenda packet is available for review at City Hall, 1901 Lisa Maloff Way, on the City's Website at [www.cityofslt.us](http://www.cityofslt.us), or by contacting the City Clerk's Office, (530) 542-6005 or [sblankenship@cityofslt.us](mailto:sblankenship@cityofslt.us)  
Providing Public Comment:

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

**Remote Participation:** If you are joining the meeting via ZOOM and would like to make a comment, press the "raise a hand" button. If you are joining the meeting via Channel 21 or live stream and would like to make a comment, please call (530) 542-6500. The meeting ID is: 843 2642 5152 press \*9 to indicate a desire to make a comment. Press \*6 to unmute your phone. The Clerk will call you by the last three digits of your phone number when it is your turn to speak. ***Note: The Mayor reserves the right to conduct the meeting with in-person public participation only, if there is a technology malfunction that***

***precludes the use of remote public participation.***

In Writing: Written comments received by 3 p.m. the day before the meeting will be distributed to City Council prior to the meeting. Written public comment regarding any item on this agenda may be sent to PublicComment@cityofslt.us. When emailing comments, identify the agenda item number in the subject line to which your comments relate. Any such comment that is a public record and is emailed to PublicComment@cityofslt.us or otherwise provided to a majority of the City Council before the meeting will be made available for public inspection during normal business hours at the City Clerk's Office located at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe [Government Code Section 54957.5(b)]. Written comments will not be read out loud during the meeting.

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

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

### **Call to Order/Pledge of Allegiance**

### **Land Acknowledgement**

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

### **Roll Call**

### **Closed Session Report**

### **Public Communications**

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

### **City Commission and Student Advisory Reports**

### **Presentations**

#### **1. Presentation - Basin Entry Fee**

Requested Action / Suggested Motions: City Council will receive a presentation from Chad Hayes

on a Basin Entry Fee.  
[Item 1- Executive Summary.pdf](#)  
[01-Presentation.pptx](#)

### **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 February 13, 2024 Regular City Council meeting minutes.  
Responsible Staff Member(s): Susan Blankenship, City Clerk  
[Item 2- Executive Summary.pdf](#)  
[02 13 2024 Meeting Minutes.pdf](#)
3. Ratification of Lahontan Regional Water Quality Control Board Grant Application for up to \$80,000 for the Tahoe Valley Stormwater & Greenbelt Improvement Project  
Requested Action / Suggested Motions: Pass a Resolution Ratifying the Application for a Supplemental Environmental Project (SEP) Grant to the Lahontan Regional Water Quality Control Board for the Tahoe Valley Stormwater & Greenbelt Improvement Project, Phase 2 in an amount up to \$80,000.  
CEQA Determination: The Planning Commission adopted a Mitigated Negative Declaration for the Project on May 9, 2019, and this action does not require additional review under CEQA Guidelines section 15162.  
Responsible Staff Member(s): Stan Hill, Engineering Manager; Jason Burke, Complete Streets Program Manager; and Brianna Greenlaw, Associate Civil Engineer  
[Item 3- Executive Summary.pdf](#)  
[01-Staff Report-LRWQCB Ratifying Grant Application.docx](#)  
[02-ProjectAreaPhase2AreaMap.pdf](#)  
[03-Resolution - SEP Grant Authorization.doc](#)
4. Investment Portfolio Report - December 31, 2023  
Requested Action / Suggested Motions: Receive and file.  
Responsible Staff Member(s): Olga Tikhomirova, Director of Finance  
[Item 4- Executive Summary.pdf](#)  
[01-Staff Report Investment Report Dec 2023.docx](#)  
[02-Operations Cash 12 31 2023.pdf](#)  
[03-Fiscal Agent 12 31 2023.pdf](#)  
[04-Graph 12 31 2023.pdf](#)  
[05-Cash December 2023.pdf](#)
5. CalOES Grant Application for \$25,000 for Listos California Community Emergency Response Team (CERT) Support Program  
Requested Action / Suggested Motions: Pass a Resolution authorizing the Director of Parks and Recreation to submit a Grant Application to CalOES for the Listos California CERT Support Program in an amount up to \$25,000.

Responsible Staff Member(s): John Stark, Director of Parks and Recreation, and Lori Marino, Principal Management Analyst

[Item 5- Executive Summary.pdf](#)

[01-Staff Report - CalOES Grant Application.docx](#)

[02-Resolution - CalOES Grant Application](#)

**6. Fiscal Year 2022-23 Quarterly Financial Status Report - Quarter Ending December 2023**

Requested Action / Suggested Motions: Receive and file.

Responsible Staff Member(s): Andrew Black, Financial Services Supervisor

[Item 6- Executive Summary.pdf](#)

[01-Staff Report - FY 2023-24 Quarterly Budget](#)

[02-FY 2023-24 Qtrly Budget Report Dec 2023](#)

**Public Hearing**

**7. 2023-2024 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 2023-2024 Master Fee Schedule.

Responsible Staff Member(s): Akemi Nishimura, Accountant I

[Item 7- Executive Summary.pdf](#)

[01-Staff Report - 2024 Master Fee Schedule.docx](#)

[02-Master Fee Schedule 2324 \(Red-Lined\).pdf](#)

[03-Strengthening Financial Position Feb 2013.pdf](#)

**Regular-Unfinished Business**

**8. Citizen Appointments to Boards and Commissions**

Requested Action / Suggested Motions: 1) Interview applicants; City Council may act on the following or provide direction to the City Clerk; 2) Pass a Motion appointing one member (youth or at large) and one non-voting representative (Lake Tahoe Visitors Authority or the Lodging Association) to serve two-year terms to the Arts, Culture, and Tourism Commission; 3) Pass a Motion appointing two members to serve two-year terms on the Police Advisory Commission; 4) Pass a Motion appointing one representative to the El Dorado County Commission on Aging; Direct the City Clerk to continue to solicit applications to the Building Board of Appeals until filled.

Responsible Staff Member(s): Susan Blankenship, City Clerk

[Item 8- Executive Summary.pdf](#)

[01-Staff Report - Citizen Commissions and Boards.docx](#)

[02-Greer \(at large\)\\_Redacted.pdf](#)

[03-Muat \(LTVA\)\\_Redacted.pdf](#)

[04-Zunino\\_Redacted.pdf](#)

[05-Roberts\\_Redacted.pdf](#)

[06-Roberts - EDC COA\\_Redacted.pdf](#)

**9. Transient Occupancy Tax – Public Opinion Survey Results**

Requested Action / Suggested Motions:

The City Council is asked to either: 1) Pass a motion directing staff to prepare a resolution and other necessary materials to place a 2 percent TOT increase for general governmental purposes on the November 2024 ballot; or 2) Pass a motion to terminate efforts to place a TOT increase on the November 2024 ballot.

Responsible Staff Member(s): Joseph D. Irvin, City Manager, and Heather L. Stroud, City Attorney

[Item 9- Executive Summary.pdf](#)

[01-Staff Report - Transient Occupancy Tax - Public Opinion Survey Results.docx](#)

10. Cannabis Community Benefit Fee Revenue Allocation Policy, Grant Program Guidelines, and Application  
Requested Action / Suggested Motions: City Council is asked to do one of the following: 1) Pass a Motion directing the City Manager to bring back a resolution to update the Cannabis Community Benefit Fee Revenue Allocation Policy, Cannabis Revenues Grant Program Guidelines, and Application; or, 2) Pass a Motion directing the City Manager to leave the Policy the same.  
Responsible Staff Member(s): Sara Letton, Sustainability Coordinator  
[Item 10- Executive Summary.pdf](#)  
[01 - Staff Report CRGP Guidelines 2024 Discussion.docx](#)  
[02 - Res 2021-039 Cannabis Fee Boys Girls Club - Cannabis Revenue Allocation Policy.pdf](#)  
[03 - Res 2022-030 Cannabis Revenue Policy Grant Program Process and Guidelines.pdf](#)  
[04 - Res 2023-016 Cannabis Revenue Policy Grant Program Process and Guidelines.pdf](#)  
[05 - 2023 CRGP Application Questions.pdf](#)  
[06 - Financial Policies Granting Funds for Community Benefit.pdf](#)

### **Regular-New Business**

11. Sub-Recipient Agreement with Lake Valley Fire Protection District for City to Receive \$1,651,250 from California Tahoe Conservancy Grant for Fuels Reduction Projects  
Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor to execute sub-recipient agreement with Lake Valley Fire Protection District to receive an amount not to exceed \$1,651,250.00, appropriating funding in the FY 2023-2027 budgets, and authorizing the City Manager to sign and submit all documents necessary for the completion of the grant scope.  
Responsible Staff Member(s): Jim Drennan, Fire Chief, and Jay Manning, Battalion Chief  
[Item 11- Executive Summary.pdf](#)  
[01-Staff Report-LVFPD Sub Grant Funding.docx](#)  
[02-Resolution\\_LVFPD\\_Sub\\_Grant\\_Funding \(1\).docx](#)  
[03-SLTFR Sub-Recipient Agreement \(Exh. A to Reso\).pdf](#)

### **Agenda Planning Calendar**

12. 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(s): Joseph Irvin, City Manager  
[Item 12- Executive Summary.pdf](#)  
[APC - 02 22 2024.pdf](#)

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

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

### **Adjournment**

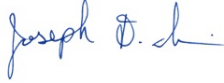
I, Susan Blankenship, City Clerk for the City of South Lake Tahoe, declare that the foregoing agenda for the Tuesday February 27, 2024, City Council Meeting was posted and available for review on Thursday, February 22, 2024 at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150. The agenda was also available on the City website at <https://www.cityofslt.us>.

Signed February 22, 2024 \sb\ Susan Blankenship, Elected City Clerk

# City of South Lake Tahoe

## Agenda Item Executive Summary

Joe Irvin, City Manager



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Meeting Date: February 27,  
2024

Agenda Item #: 1



**Agenda Item:** Presentation - Basin Entry Fee

**Requested Action / Suggested Motions:** City Council will receive a presentation from Chad Hayes on a Basin Entry Fee.

**Attachments:**

[01-Presentation.pptx](#)

# eco tourism



"If everyone swept their own doorstep,  
the entire world would be clean."

-Mother Teresa

An ECO-Fund for ECO-FUN.  
and preserve our  
ECO-TOURIST ECONOMY.

For Better, Forever,  
The Jewel of the Eastern Sierra!

BY: CHAD HAYES  
02-27-2024

Overtourism

## How Bad Will It Get When Overtourism Meets Climate Change?

Andrew Sheivachman, Skift

Jul 30, 2019 2:30 am

**Skift Take**

**T**he effects of climate change and overtourism on global destinations will converge over the course of the coming decades. Leaders need to start planning now for a world defined by overcrowding and limited resources.

— Andrew Sheivachman, Skift

2014

## For Whom the Tunnel Be Tolled: A Four-Factor Model for Explaining Willingness-to-Pay Tolls

Juita-Elena (Wie) Yusuf  
Old Dominion University, jyusuf@odu.edu

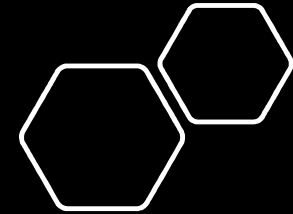
Lenahan O'Connell

Khairul A. Anuar  
Old Dominion University

### 2.3 Community concern

In their study of willingness-to-pay for government services, Simonsen and Robbins (1999) found evidence of a "halo" effect, where those who consumed more services had higher willingness-to-pay for collectively consumed services, expressing greater preferences to pay for the greater good. The same can be argued for tolling and road pricing, as support may be driven by concerns greater than those directly related to self, such as concerns for the community, broader policy concerns about problems facing the local area, and concerns regarding the economy in general.

In reducing traffic and delays (and possibly even discouraging some driving) tolls may, as a byproduct, reduce automobile emissions causing some to view tolls as environmentally beneficial. While congestion pricing and tolling neither have an explicit environmental goal nor are intended to address environmental externalities, they have been associated with some environmental benefits. Jaensirisak et al. (2005) found that the single most important contributor to increased support for tolling (and road pricing more broadly) was its presumed environmental benefits.



"There's been this assumption that people don't want to pay. But when they understand that what they are paying for is something they love, they don't mind. What they do mind is if they pay a fee and it disappears into a black box. When those funds are raided or they are taken and used elsewhere, that's when they lose faith in the system. Folks are only willing to pay if it's going into a locked box only for environmental preservation," says Stanbro.

While there are disagreements over the pros and cons of any new or big approach, advocates of green fees, carbon offsetting and carbon taxes emphasize that the worst thing we can do is wait and see.

Data from the Galapagos show that its \$100 entrance fee has not affected arrival rates, according to the Green Passport report. In fact, the majority of those visitors surveyed support an even higher

**Expecting tourists to pay more than locals can be controversial—but it's the right thing to do**



Image: Unsplash/Joshua Stannard via CC0  
The "tourist tax" is a contentious issue worldwide.

It was expected, that tourists are likely to change their travel behavior due to the implementation of taxes, it was rather expected that they would not be willing to pay them. However, the study showed, that most participants are willing to pay a tourist tax, if the allocated funds are used to ensure the environmental sustainability of a destination. The factor which mostly influences the willingness to pay, is the respondents' attitude towards sustainability. Secondly, it was discovered that confidence in the implemented action seems to be of big importance. Participants who trust that allocated funds are used for the mentioned purposes, show a higher willingness to pay.

Community Voice

## Implement A Visitor Green Fee To Safeguard Our Future

Two bills in the Legislature are seeking to create a \$40 fee for each visitor to Hawaii.

By Jack Kittinger

February 12, 2021 · 5 min read

A visitor green fee is a solution to both this long-term issue and our current economic crisis.

There will inevitably be those who say that imposing additional costs on travelers to our state will hurt tourism. However, this has not been the case in other places like Palau, the Galapagos and New Zealand, where visitor green fees have been a key solution to get visitors more engaged in pro-environment and community-centric tourism models

**A few little ideas to show what I mean would be:**

**1) A banner across the toll saying KEEP TAHOE BLUE  
and a watm catchy slogan like:**

**ex: "All nature asks is we throw away our trash  
because who doesn't love looking good."**

**ex: "If we all left nature better than we found it,  
can you imagine the view your  
next visit."**

**2) A Progress Poster with just the few main areas of  
growth.**

**THANK YOU SO MUCH!!!**

**Your Contributions Have Helped Tahoe By:**

**\_\_\_% more water clarity.  
\_\_\_lbs of litter removed.  
\_\_\_mi of trails repaired.  
\_\_\_ac of forest restored.  
\_\_\_% of emissions reduced.**



district for vehicles not destined for it. On April 27, 1939, Roosevelt transmitted the report to Congress. He recommended that Congress consider action on:

[A] special system of direct interregional highways, with all necessary connections through and around cities, designed to meet the requirements of the national defense and the needs of a growing peacetime traffic of longer range.

**On January 27, 2021 President Biden issued Executive Order (EO) 14008, Tackling the Climate Crisis at Home and Abroad, making it administration policy that climate considerations will be an essential element of United States Foreign and National Security.**



EO 14008 calls for quick action to build resilience against the impacts of climate change, bolster adaptation, and increase resilience across all operations, programs, assets, and mission responsibilities with a focus on the most pressing climate vulnerabilities.



<https://www.doi.gov/climate-nature>

Climate Change Coordination | U.S. Department of the Interior

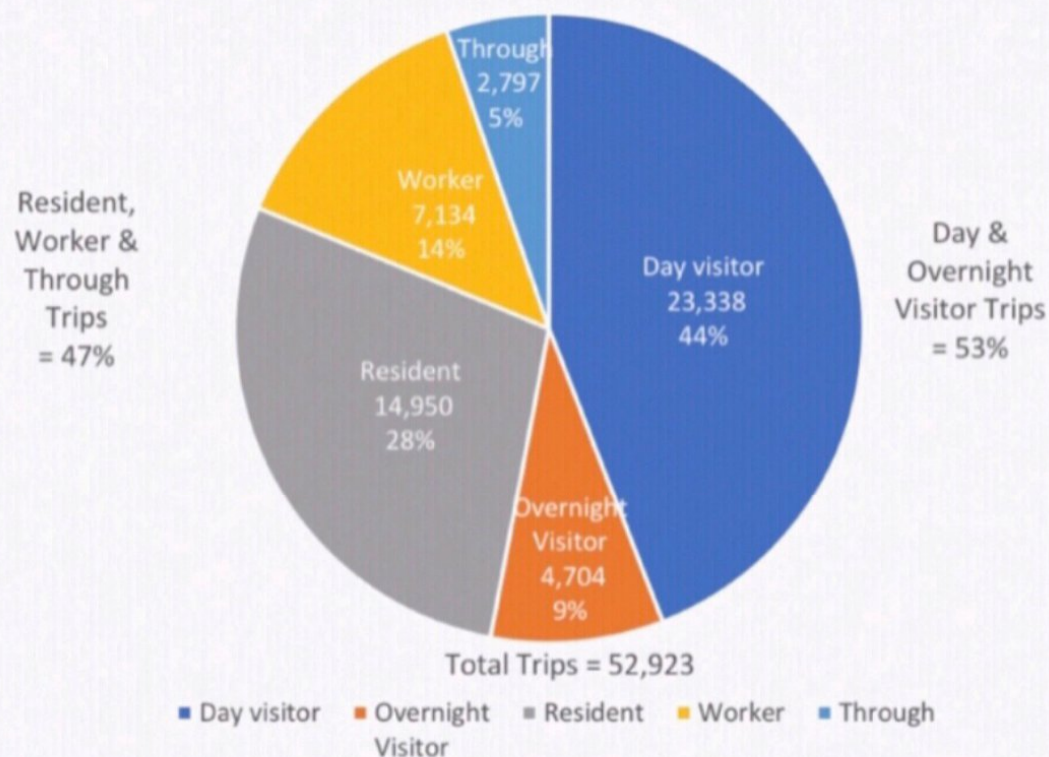
Section 101 of NEPA sets forth a national policy "to use all practicable means and measures, including financial and technical assistance, in a manner calculated to foster and promote the general welfare, to create and maintain conditions under which man and nature can exist in productive harmony, and fulfill the social, economic, and other requirements of present and future generations of Americans." <sup>42</sup> U.S.C. 4331(a). Section 102 of NEPA

The **environmental policy of the United States** is a federal governmental action to regulate activities that have an environmental impact in the United States. The goal of environmental policy is to protect the environment for future generations while interfering as little as possible with the efficiency of commerce or the liberty of the people and to limit inequity in who is burdened with environmental costs. As his first official act bringing in the 1970s, President Richard

On April 5, 2018, the Supreme Court reversed the lower court decision, recognizing that the "fundamental rights of life, health, the minimum subsistence, freedom, and human dignity are substantially linked and determined by the environment and the ecosystem."

“It’s our environment that funds our quality of life and underscores our whole economy. But we need to be clear about the fact that we will be paying for sea level rise. We will be paying for stronger hurricanes. The question is, do we plan

## D-1: Vehicle Trips Entering the Tahoe Basin by Type (average daily)

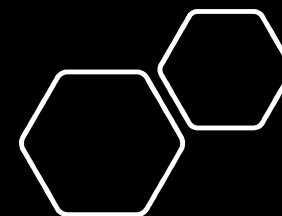


Tahoe Regional Planning Agency.

### Visitor Impacts

Approximately 44 percent of all vehicle trips within the Basin are done by day visitors. While overnight visitors contribute through transient occupancy taxes (TOT), the stakeholder process conducted for this white paper revealed concerns that day visitors generate relatively few economic benefits (e.g., local retail spending) compared to their transportation impacts.

supply and high demand. In 2022, the director of transportation for El Dorado County told ABC News that holiday weekends can bring 20,000 to 25,000 vehicles on Highway 50 per day, instead of the usual 15,000. Residential streets



## When can someone justify discrimination?

The law which says you mustn't be discriminated against is called the **Equality Act 2010**. Discrimination which is against the Equality Act is unlawful. This means you can take action in the civil courts.

But sometimes people are allowed to discriminate against you if they have a good enough reason for doing so. They would need to be able to prove this in court, if necessary. This is known in legal terms as **objective justification**. If discrimination is justified, it doesn't count as unlawful discrimination under the Equality Act.

## What's a good enough reason?

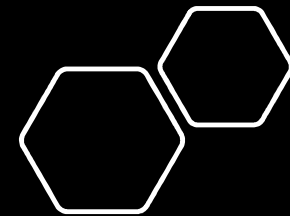
The Equality Act says discrimination can be justified if the person who's discriminating against you can show it's a proportionate means of achieving a legitimate aim. If necessary, it's the courts which will decide if discrimination can be justified.

## What's a legitimate aim?

A **legitimate aim** is the reason behind the discrimination. This reason must not be discriminatory in itself and it must be a **genuine or real reason**.

Here are examples of legitimate aims:

- the health, safety and welfare of individuals
- running an efficient service
- ensuring the health and safety of customers or other people
- preventing fraud or other forms of abuse
- ensuring the wellbeing or dignity of those using the service.



# Polluter pays principle

Article Talk



In [environmental law](#), the **polluter pays principle** is enacted to make the [party](#) responsible for producing [pollution](#) responsible for paying for the damage done to the [natural environment](#). This principle has also been used to put the costs of pollution prevention on the polluter. <sup>[1]</sup> It is regarded as a regional custom because of the strong support it has received in most [Organisation for Economic Co-operation and Development \(OECD\)](#) and [European Union](#) countries,<sup>[2]</sup> and has a strong scientific basis in [economics](#). It is a fundamental principle in US environmental law.

## Litter Causes Pollution

These poisons can make their way into the soil and freshwater sources, which negatively impacts both humans and animals. In fact, 60% of water pollution is attributed to litter. In addition to water and land pollution, litter can also pollute the air. Jan 6, 2023



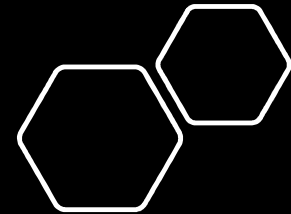
An ecotax allows governments to better manage the pollution caused directly or indirectly by industry.

The [polluter pays principle](#) underpins [environmental policy](#) such as an [ecotax](#), which, if enacted by government, deters and essentially reduces [greenhouse gas emissions](#). This principle is based on the fact that as much as pollution is unavoidable, the person or industry that is responsible for the pollution must pay some money for the rehabilitation of the polluted environment.<sup>[1]</sup>

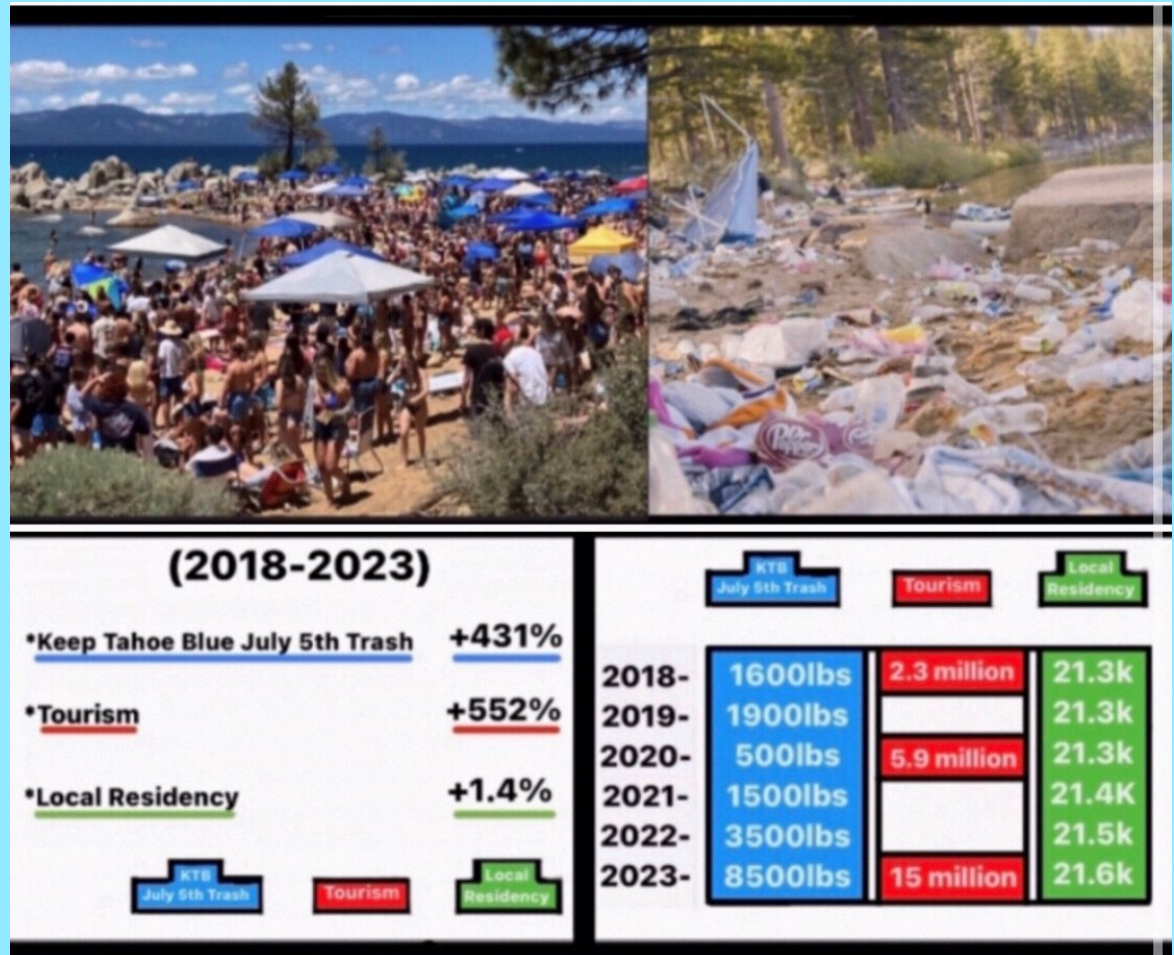
What are the 5 main types of pollution?

The different types of pollution include:

- Air pollution.
- Water pollution.
- Soil pollution.
- Radioactive pollution.
- Noise pollution.



- Not all Locals are innocent.
- Not all tourists are guilty.
- Benefit of the doubt it's not intentional but beyond reasonable doubt, here lies the cause.
- We're not asking to stay away, only throw their trash away.



## It's all **ReLative!**

by John Potter



Fodor's designation of Tahoe as a destination to skip highlights the basin's overwhelmed local resources. There's too much traffic congestion on the two-lane road circling the lake; plus trash and water pollution, including invasive species. Locals also cite air quality impacts, wildlife disturbance, pet waste, trail degradation and — of greatest concern — wildfire hazards as evidenced by recent fires. These problems deteriorate Lake Tahoe's famed clarity. The Tahoe Environmental Science Center reported Tahoe has its own lake garbage patch akin to the Pacific Ocean trash mass.



Environmental justice is the movement to ensure that no community suffers disproportionate environmental burdens or goes without enjoying fair environmental benefits.

— *Van Jones* —

AZ QUOTES

A black and white portrait of Wangari Maathai, a Kenyan environmental activist and politician. She is shown from the chest up, looking slightly to the right with a serious expression. Her hair is short and styled. She is wearing a dark-colored top. The background is dark and textured. In the top right corner, there is a logo that reads "The Good Quote" in a stylized font.

The Good Quote

**“The generation that destroys  
the environment is not the  
generation that pays the  
price. That is the problem”**

*Wangari Maathai*



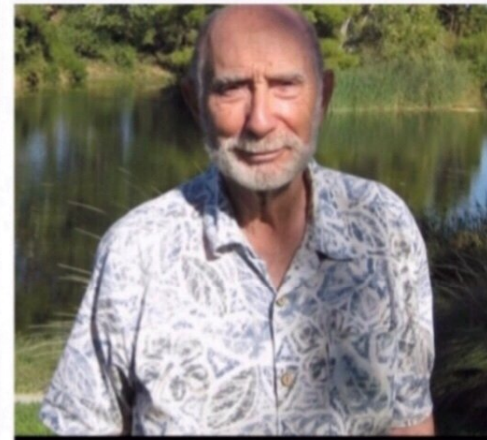
TRPA Recognizes Lake Spirit  
Award Winners|Tahoe...

Visit >

## LIFETIME ACHIEVEMENT AWARD



## Lake Tahoe Scientist To Receive International "Albert Einstein" Award



**"The Tahoe experience  
has provided a  
contemporary example  
for how long term,  
carefully done research  
can be decisive  
in directing policy towards  
protecting our fragile  
ecosystems everywhere."**

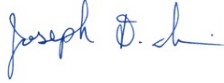


**We can have environmental Justice and positive economic development that generates jobs for communities, and at the same time fosters a cleaner environment. They are not mutually exclusive.**

# City of South Lake Tahoe

## Agenda Item Executive Summary

Joe Irvin, City Manager



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**Meeting Date:** February 27,  
2024

**Agenda Item #:** 2



**Agenda Item:** City Council Meeting Minutes

**Requested Action / Suggested Motions:** Pass a Motion approving the February 13, 2024 Regular City Council meeting minutes.

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

**Attachments:**

[02 13 2024 Meeting Minutes.pdf](#)



# **City of South Lake Tahoe City Council Meeting Minutes Tuesday, February 13, 2024 at 9:00 am City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe**

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

## **Call to Order/ Pledge of Allegiance**

At 9:03 a.m. Mayor Bass called the meeting to order. Mayor Bass then led the pledge of allegiance to the flag.

## **Land Acknowledgement**

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

## **Roll Call**

Present were Mayor Bass, and Councilmembers Creegan, and Wallace. Mayor Pro Tem Friedrich participated over Zoom.

Councilmember Robbins was absent.

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

## **Closed Session Report**

None.

**Note: City Manager Irvin requested to move agenda item 12 to the February 27, 2024, meeting. (Council provided consensus)**

## **Public Communications**

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

1. Kenney Curtzweiler- Protocols for special taxes implemented by local governments, moment of silence for the lives that were lost on Monday
2. Ed Mosur- Need for Washoe Tribe voting representative on TRPA Board
3. Stacey Ballard- Request for Councilmembers to participate in the "disability for a day" activity
4. Levi- First Amendment rights
5. Nick Speal- Request for Police Chief to share the availability of Narcan and Fentanyl test strips
6. Melissa Soderston-Forest health and landline cell service
7. Angie Reagan- Advocating for peace and love, call for ceasefire in Gaza
8. Scott Robbins- Standing against antisemitism, father passing, absent due to Brown Act compliance

**Written Public Comments were received from the following people:**

1. John Carlos- Overtourism
2. David Chain- Cell towers
3. Ian Leipper- Petition against Marin Behavioral Health and Recovery Services
4. Peter Norman- Overtourism
5. Ellie Waller- Mountain Area Preservation legal action against TRPA

**City Commission Reports**

None.

**Consent Agenda**

**Note: Councilmember Creegan recused herself from voting on item 5 due to real property interest.**

**Action:** Moved/Seconded: Wallace/ Creegan

**Yes:** Bass, Friedrich, Creegan, Wallace,

**Absent:** Robbins

**Action:** Passed consent agenda with noted recusal.

**1. City Council Meetings**

**Action:** Passed **Motion 2024-016** approving the January 23, 2024 Regular City Council meeting minutes.

**2. Ratification of Law Enforcement Specialized Unit Grant Application to California Office of Emergency Services for \$203,142 for Domestic Violence Programs**

**Action:** Passed **Resolution 2024-017** ratifying grant application, authorizing and directing the Mayor to execute the grant agreement, and authorizing receipt of grant funds from the California Office of Emergency Services (CalOES) in support of the South Lake Tahoe Police Department and Live Violence Free through the Law Enforcement Specialized Unit Grant for calendar year 2024 in an amount up to \$203,142.

**3. Application to Federal Emergency Management Agency for Assistance to Firefighters Grant**

**Action:** Passed **Resolution 2024-018** authorizing the Fire Chief to apply for an assistance to Firefighters Grant in the amount of \$687,245 for self-contained breathing apparatus replacement and upgrade.

**4. Grant of \$1,000,000 from California Tahoe Conservancy for the Tahoe Valley Stormwater & Greenbelt Improvement Project**

**Action:** Passed **Resolution 2024-019** accepting and appropriating California Tahoe Conservancy Grant Funding for the Tahoe Valley Stormwater & Greenbelt Improvement Project in an amount of \$1,000,000.

**5. Community Development Block Grant Program Coronavirus Response Allocation of Remaining Funding to Tahoe Coalition for the Homeless for Bear's Den Inn Rehabilitation in an Increased Amount Not to Exceed \$1,169,124.88**

**Action:** Passed **Resolution 2024-020** amending the Standard Agreement issued under the 2020 Community Development Block Grant Program Coronavirus Response to add an amount not to exceed \$1,169,124.88, for a total amount not to exceed \$1,674,756.88; and passed **Motion 2024-017** authorizing and directing the City Manager to execute revised Amendment No. 2 to the Subrecipient Agreement (**C-006-2024**) between the City of South Lake Tahoe and Tahoe Coalition for the Homeless for any additional funds allocated from the 2020 Coronavirus Response Round 2 & 3, in an amount not to exceed \$1,169,124.88.

**6. Retired Investigators Guild Donation Authorization**

**Action:** Passed **Resolution 2024-021** approving the acceptance of donated volunteer hours in a value potentially exceeding \$10,000 from the Retired Investigators Guild for the purposes of providing investigative assistance with cold cases.

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

1. Sheilah Boothby

**Consent- South Tahoe Joint Powers Parking Financing Authority**

**7. Amendment No. 2 to Agreement with Walker Consultants for the Bellamy Parking Garage Upgrade Project to Add \$46,200 and Extend Term to December 2025**

**Action:** Moved/Seconded: Creegan/Wallace

**Yes:** Bass, Friedrich, Creegan, Wallace

**Absent:** Robbins

**Action:** Passed **STJPPFA Resolution 2024-001** authorizing and directing the Mayor to execute Amendment No. 2 to the Agreement with Walker Consultants (**C-022-2024**) to add \$46,200 for a not-to-exceed contract amount of \$246,866, appropriate \$46,200 from the Parking Garage Fund Balance for the Bellamy Garage Upgrade Project, and extend the term to December 2025.

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

1. Seth Dallob

**Regular- New Business**

**8. Joint Exercise of Powers Agreement with El Dorado County to Establish a Tahoe South Shore Transit Joint Powers Authority**

**Action:** Moved/Seconded: Wallace/Creegan

**Yes:** Bass, Friedrich, Creegan, Wallace

**Absent:** Robbins

**Action:** Passed **Resolution 2024-022** authorizing and directing the City Manager and City Attorney to enter negotiations with El Dorado County on a Joint Exercise of Powers Agreement to establish a Tahoe South Shore Transit Joint Powers Authority.

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

1. Ed Mosur
2. Steve Teshara, South Shore Transportation Management Authority

**9. Professional Services Agreement with CentralSquare Technologies LLC for Either Hosted (Cloud) or On-Premises Finance System Upgrade**

**Action:** Moved/Seconded: Wallace/Creegan

**Yes:** Bass, Friedrich, Creegan, Wallace

**Absent:** Robbins

**Action:** Passed **Resolution 2024-023** authorizing and directing the City Manager to execute a Professional Services Agreement with CentralSquare Technologies, LLC (**C-023-2024**) for Finance Enterprise Hosted (Cloud) Software Upgrade for a cost for the first year of \$118,606 and subsequent annual cost of \$105,906 and Additional General Fund Budget Appropriations of \$86,606.

**10. City Council Assignments to South Lake Tahoe Recreation Facilities Joint Powers Authority**

**Action:** Moved/Seconded: Wallace/Creegan

**Yes:** Bass, Friedrich, Creegan, Wallace

**Absent:** Robbins

**Action:** Passed **Motion 2024-018** appointing Mayor Pro Tem Friedrich to serve as an alternate voting member on the South Lake Tahoe Recreation Facilities Joint Powers Authority.

#### **11. City Council Designees to the Ameca Sister City Trip**

**Action:** Moved/Seconded: Creegan/Wallace

**Yes:** Bass, Friedrich, Creegan, Wallace

**Absent:** Robbins

**Action:** Passed **Motion 2024-019** designating Mayor Bass and Mayor Pro Tem Friedrich to attend the Ameca sister city trip.

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

1. Ed Mosur

#### **12. Cannabis Community Benefit Fee Revenue Allocation Policy, Grant Program Guidelines and Application**

**Action:** This item has been moved to the February 27, 2024, meeting.

#### **Agenda Planning Calendar**

#### **13. Agenda Planning Calendar**

**Action:** Received and Filed.

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

##### **City Manager Irvin**

1. EOC training on February 1, 2024
2. Successful Winter Operations Open House
3. City Offices closed February 19, 2024, for President's Day

#### **Councilmember Reports and Comments**

##### **Mayor Pro Tem Friedrich**

1. Thank you to Mr. Curtzweiler for moment of silence
2. Condolences to Councilmember Robbins
3. City Council stands against hate
4. In support of Ms. Ballard's "disability for a day" activity

##### **Councilmember Creegan**

1. Thankful for moment of silence
2. Reminder of City Council's United Against Hate Resolution

##### **Councilmember Wallace**

1. Condolences to the families of the lives that were lost on Monday
2. Condolences for Ron Zehren, former Planning Commissioner
3. Condolences to Councilmember Robbins

##### **Mayor Bass**

1. Attended TRPA meeting
2. Echoed all sentiments that were made
3. Standing committed against hate

#### **Adjournment**

At 10:04 a.m. Mayor Bass adjourned the meeting.

\_\_\_\_\_  
Cody Bass, Mayor

Date: \_\_\_\_\_

Attest:

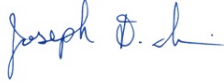
\_\_\_\_\_  
Susan Blankenship, City Clerk

*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: February 27,  
2024

Agenda Item #: 3



**Agenda Item:** Ratification of Lahontan Regional Water Quality Control Board Grant Application for up to \$80,000 for the Tahoe Valley Stormwater & Greenbelt Improvement Project

**Executive Summary:** Based on the results of community participation 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 Stormwater and Greenbelt Improvement Project (Project) as a vital community and environmental improvement project. Due to the size and diversity of the overall project, the City split the project into two phases to secure funding from a variety of eligible and applicable funding sources. 1. Phase 1 consists of stormwater and water quality improvement work within the Bonanza neighborhood and downstream of James Avenue at 3rd Street to Tahoe Keys Blvd. 2. Phase 2 consists of the Central Greenbelt Area (behind the Crossings) spanning between Emerald Bay Road at B Street down to Highway 50 at 4th Street. The Lahontan Regional Water Quality Control Board (LRWQCB) recently contacted the City regarding an opportunity to apply for funding for the Tahoe Valley Stormwater and Greenbelt Improvement Project as a Supplemental Environmental Project (SEP). Public Works submitted an application to the LRWQCB on January 26, 2024, for Tahoe Valley, Phase 2 construction funding, specifically targeting the proposed water quality basin at the corner of Barton Avenue and 4th Street. Refer to the project area map.

**Requested Action / Suggested Motions:** Pass a Resolution Ratifying the Application for a Supplemental Environmental Project (SEP) Grant to the Lahontan Regional Water Quality Control Board for the Tahoe Valley Stormwater & Greenbelt Improvement Project, Phase 2 in an amount up to \$80,000.

**Responsible Staff Member:** Stan Hill, Engineering Manager; Jason Burke, Complete Streets Program Manager; and Brianna Greenlaw, Associate Civil Engineer

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

**Attachments:**

[01-Staff Report-LRWQCB Ratifying Grant Application.docx](#)

[02-ProjectAreaPhase2AreaMap.pdf](#)

[03-Resolution - SEP Grant Authorization.doc](#)



# City of South Lake Tahoe

## Report to City Council

**Meeting Date:** February 27, 2024

**Title:** Ratify Submission of SEP Grant Application to the Lahontan Regional Water Quality Control Board for the Tahoe Valley Stormwater & Greenbelt Improvement Project, Phase 2 (up to \$80,000)

**Location:** Tahoe Valley drainage watershed, inclusive to the “Greenbelt” area located behind The Crossing (AKA “factory stores”), specifically the proposed water quality basin at Barton Avenue and 4<sup>th</sup> Street (see Attachment 02 – Project Area Map)

**Responsible Staff Members:** Stan Hill, Engineering Manager, Jason Burke, Complete Streets Program Manager, and Brianna Greenlaw, Associate Civil Engineer

**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 Stormwater and Greenbelt Improvement Project (Project) 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 surveys 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; and
- 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 split it into two phases to secure funding from a variety of eligible and applicable funding sources.

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

**Issue and Discussion:** On September 6, 2022, City Council accepted an implementation grant from the State Water Resources Control Board (SWRCB) for the Tahoe Valley Stormwater and Greenbelt Improvement Project. The SWRCB funding and the City's local match contribution fully funded Phase 1 of the Project. Over the past year, Public Works has diligently pursued grant funding to fill the balance of needed construction funding to complete construction of Phase 2.

The Lahontan Regional Water Quality Control Board (LRWQCB) recently contacted the City regarding an opportunity to apply for funding for the Tahoe Valley Stormwater and Greenbelt Improvement Project as a Supplemental Environmental Project (SEP). LRWQCB allows a settling party that has committed a violation, to satisfy part of the monetary assessment imposed in an administrative civil liability order as the result of a settlement by funding SEPs. A SEP is defined as "an environmentally beneficial project that a person subject to an enforcement action voluntarily agrees to undertake in settlement of the action and to offset a portion of a civil penalty". To receive funding for a project through this mechanism, an application is submitted to LRWQCB where it is evaluated to ensure it has environmental value and will further the enforcement goals and policies of LRWQCB.

**Financial Implications:** Public Works submitted an application to the LRWQCB on January 26, 2024, for Tahoe Valley, Phase 2 construction funding, specifically targeting the proposed water quality basin at the corner of Barton Avenue and 4<sup>th</sup> Street. Refer to the project area map.

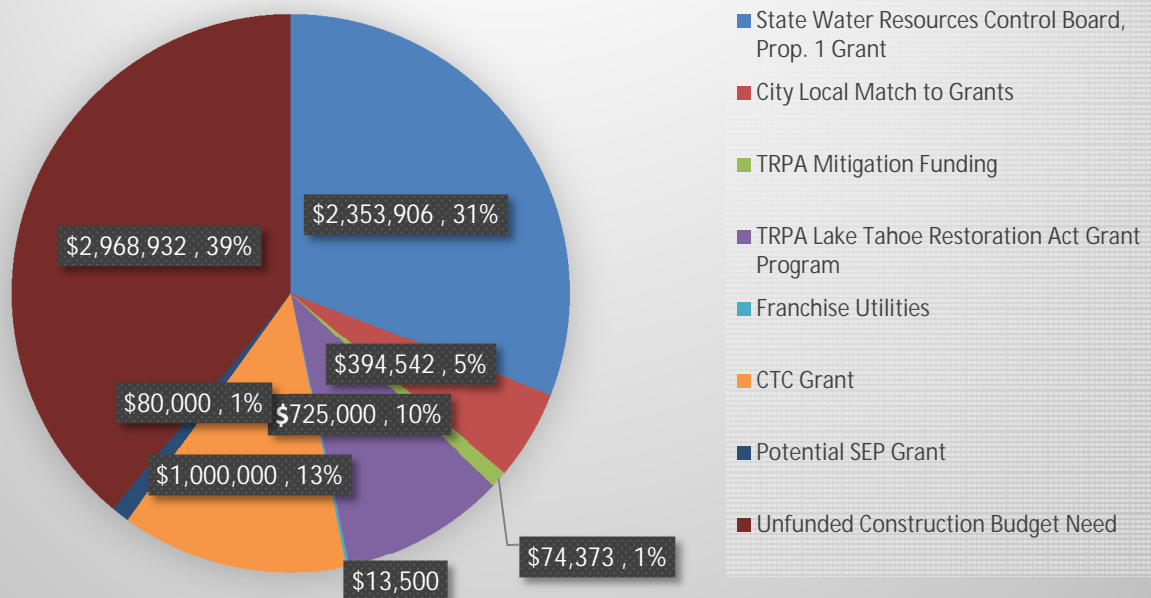
The addition of \$80,000 to the Project will bring the City a little closer to securing enough funding to construct Phase 2 of the project. The \$80,000 SEP grant does not require a local match contribution. Should the City receive this funding, the project will be in a budget deficit of approximately \$3 million. Public Works will continue to search for grant funding over the next few months in the interest of acquiring funding to resolve the Phase 2 construction budget shortfall.

The Engineer's Estimate for Phase 2 of the Project (including 10% construction contingency) is approximately \$7,610,253. Funding acquired to date for construction of Phase 2 of the Project is provided within Table 1.

**Table 1 – Phase 2 Project Construction Funding**

<b>Funding Source</b>	<b>Funding Amount</b>
State Water Resources Control Board, Proposition 1 Implementation Grant	\$2,353,906
City Local Match Contribution to SWRCB Implementation Grant	\$249,542
TRPA SEZ and Water Quality Mitigation Funding	\$74,373
TRPA - Lake Tahoe Restoration Act Grant Program	\$725,000
City Local Match Contribution to Lake Tahoe Restoration Act Grant Program	\$145,000
Franchise Utilities - Estimated Reimbursements for Utility Relocations	\$13,500
California Tahoe Conservancy Implementation Grant	\$1,000,000
<b>Unsecured SEP Grant</b>	<b>\$80,000</b>
<b>Total Phase 2 Construction Funding:</b>	
	<b>\$4,641,321</b>

## Tahoe Valley Stormwater & Greenbelt Improvement Project, Phase 2 Construction Funding Amounts/Grant Sources



Given the Engineer's Estimate of \$7,610,253, secured construction funding to date of \$4,561,321, and the potential SEP grant of \$80,000, Phase 2 construction shortfall is approximately \$3 million.

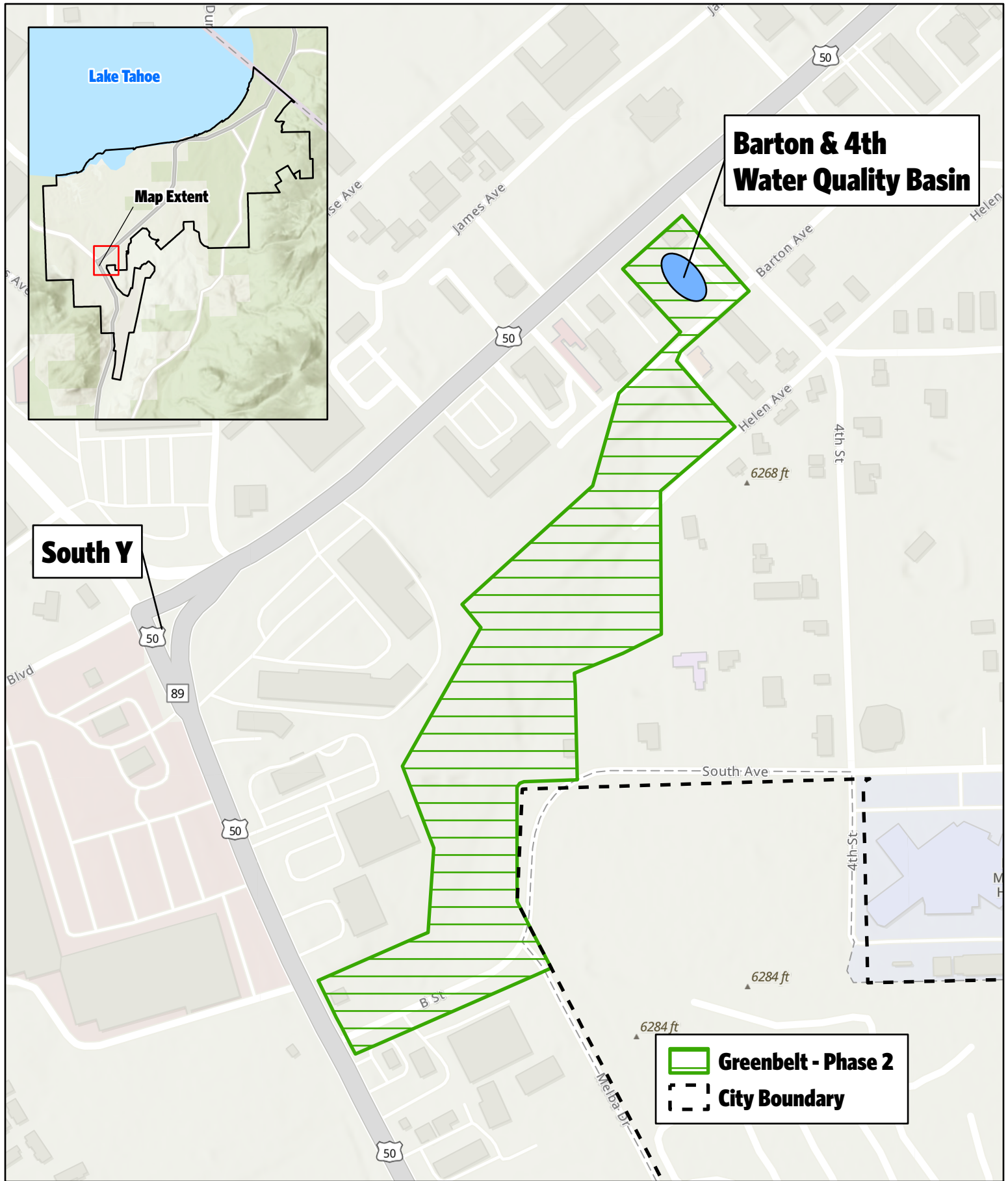
The City's local match contribution for phase 2 of the Project shown in the chart above was required for the SWRCB Prop 1 Grant and the TRPA Lake Tahoe Restoration Act Grant. The amount of local match for each grant is shown in Table 1. The match consists of General Fund Grant Match Set Aside funds (Resolution #2022-099 and #2023-019).

**Environmental Considerations:** The Planning Commission adopted the CEQA and 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.

**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

# Tahoe Valley Stormwater Improvement Project Phase 2 - Greenbelt Area Map

Public Works Department - Engineering



**Resolution 2024-XXX**

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

**February 27, 2024**

**Ratification of Submission of SEP Grant Application to the Lahontan Regional Water Quality Control Board for the Tahoe Valley Stormwater & Greenbelt Improvement Project, Phase 2 (up to \$80,000)**

**BACKGROUND**

- A. The City of South Lake Tahoe (City) is engaged in a collaborative interagency partnership to meet the Tahoe Regional Planning Agency thresholds and install Best Management Practices for the multi-benefit Tahoe Valley Stormwater and Greenbelt Improvement Project.
- B. 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.
- C. Public Works staff submitted a Supplemental Environmental Project (SEP) grant application on January 26, 2024, to the Lahontan Regional Water Quality Control Board (LRWQCB) for implementation funding for the Tahoe Valley Stormwater and Greenbelt Improvement Project, and seeks City Council ratification for this application.
- D. In accordance with SEP framework, the funding will be used to complete a specific, stand-alone water quality treatment basin at the corner of Barton Avenue and 4<sup>th</sup> Street that provides environmental benefit, as required by the SEP program.

**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 grant application for this Project for up to \$80,000 with no matching funds required.
- 2. Confirms the City's commitment to the Tahoe Valley Stormwater and Greenbelt Improvement Project and the City's commitment to operate and maintain Project improvements throughout the useful life of the Project.

Adopted by the City Council of the City of South Lake Tahoe on February 27, 2024, by the following vote:

Yes:

No:

Absent:

Abstain:

\_\_\_\_\_  
Cody Bass, 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: February 27,  
2024

Agenda Item #: 4



**Agenda Item:** Investment Portfolio Report - December 31, 2023

**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, 2023, the City's total cash and investment balances across all funds is \$161.2 million.

**Requested Action / Suggested Motions:** Receive and file.

**Responsible Staff Member:** Olga Tikhomirova, Director of Finance

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

**Attachments:**

[01-Staff Report Investment Report Dec 2023.docx](#)

[02-Operations Cash 12 31 2023.pdf](#)

[03-Fiscal Agent 12 31 2023.pdf](#)

[04-Graph 12 31 2023.pdf](#)

[05-Cash December 2023.pdf](#)



# City of South Lake Tahoe

## Report to City Council

**Meeting Date:** February 27, 2024

**Title:** Investment Portfolio Report as of December 31, 2023

**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, 2023, 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 \$161,199,176.

Cash available for operations is \$92,509,269. This includes Cash in Bank of \$11,257,992 with the remaining amount in various investments diversified in accordance with the City's adopted Investment Policy. The total portfolio yield is 4.34%. 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 \$68,689,907. 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	\$7,758,775	\$1,743,781	\$6,014,994
Special Revenue	\$33,226,014	\$33,226,014	-
General Fund	\$29,840,251	\$29,840,251	-
Internal Service	\$7,251,291	\$7,251,291	-
Debt Service	\$56,560,241	(\$824,547)	\$57,384,788
Enterprise	\$8,923,456	\$3,633,331	\$5,290,125
CIP	\$17,639,148	\$17,639,148	-
<b>Grand Total</b>	<b>\$161,199,176</b>	<b>\$92,509,269</b>	<b>\$68,689,907</b>

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.  
Council Agenda Report February 27, 2024

**CITY OF SOUTH LAKE TAHOE**  
**OPERATIONS CASH INVESTMENT PORTFOLIO REPORT**  
**AS OF DECEMBER 31, 2023**

<b><u>INVESTMENT TYPE</u></b>	<b><u>ISSUER</u></b>	<b><u>PAR VALUE</u></b>	<b><u>MARKET VALUE</u></b>	<b><u>CURRENT YIELD</u></b>	<b><u>WEIGHTED PAR</u></b>	<b><u>WEIGHTED YIELD</u></b>	<b><u>MATURITY DATE</u></b>
Local Agency Investment Fund	State Treasurer	\$ 32,877,872	\$ 32,665,584	3.929%	35.5%	1.40%	N/A
Federal Home Loan Bank	Government Agency	\$ 1,000,000	\$ 926,401	1.000%	1.08%	0.01%	5/27/2026
Federal Farm Credit Banks	Government Agency	\$ 1,000,000	\$ 922,775	1.500%	1.08%	0.02%	12/14/2026
Federal Farm Credit Banks	Government Agency	\$ 1,000,000	\$ 992,798	1.670%	1.08%	0.02%	3/8/2024
Fed. Home Loan Bank	Government Agency	\$ 1,000,000	\$ 964,796	3.000%	1.08%	0.03%	3/29/2027
Federal Farm Credit Banks	Government Agency	\$ 1,000,000	\$ 970,660	3.110%	1.08%	0.03%	4/13/2026
Fed. Home Loan Bank	Government Agency	\$ 2,000,000	\$ 1,990,901	2.625%	2.16%	0.06%	2/26/2024
Fed. Home Loan Bank	Government Agency	\$ 1,000,000	\$ 994,367	4.250%	1.08%	0.05%	6/20/2025
Fed. Home Loan Bank	Government Agency	\$ 1,000,000	\$ 982,350	4.100%	1.08%	0.04%	6/30/2027
Fed. Home Loan Bank	Government Agency	\$ 1,000,000	\$ 990,986	5.000%	1.08%	0.05%	9/30/2027
Fed. Home Ln Mtg Corp	Government Agency	\$ 1,000,000	\$ 999,925	5.050%	1.08%	0.05%	12/19/2024
Fed. Home Ln Mtg Corp	Government Agency	\$ 1,000,000	\$ 1,000,062	5.300%	1.08%	0.06%	11/28/2025
Fed. Home Loan Bank	Government Agency	\$ 2,500,000	\$ 2,498,945	5.140%	2.16%	0.14%	12/18/2025
Fed. Home Ln Mtg Corp	Government Agency	\$ 2,000,000	\$ 1,994,775	5.000%	2.16%	0.11%	8/22/2024
Fed. Home Loan Bank	Government Agency	\$ 2,000,000	\$ 1,992,733	4.750%	2.16%	0.10%	1/30/2025
Fed. Home Ln Mtg Corp	Government Agency	\$ 2,000,000	\$ 2,000,173	5.500%	2.16%	0.12%	3/13/2025
Fed. Home Loan Bank	Government Agency	\$ 1,000,000	\$ 999,760	5.000%	1.08%	0.05%	1/5/2024
Fed. National Mtg Association	Government Agency	\$ 2,500,000	\$ 2,497,788	5.125%	2.70%	0.14%	4/26/2024
Fed. Home Loan Bank	Government Agency	\$ 2,500,000	\$ 2,499,102	5.125%	2.70%	0.14%	1/26/2024
Fed. Home Loan Bank	Government Agency	\$ 2,500,000	\$ 2,498,338	5.100%	2.70%	0.14%	2/15/2024
Fed. Home Ln Mtg Corp	Government Agency	\$ 1,000,000	\$ 997,607	6.000%	1.08%	0.06%	8/16/2028
Fed. Home Loan Bank	Government Agency	\$ 5,000,000	\$ 4,996,989	5.220%	0.27%	0.28%	12/11/2026
Fed. National Mtg Association	Government Agency	\$ 4,000,000	\$ 3,998,718	5.220%	0.27%	0.23%	12/18/2026

**CITY OF SOUTH LAKE TAHOE**  
**OPERATIONS CASH INVESTMENT PORTFOLIO REPORT**  
**AS OF DECEMBER 31, 2023**

Fed. Home Ln Mtg Corp	Government Agency	\$	3,500,000	\$	3,501,723	5.220%	2.73%	0.20%	12/21/2026
U.S. Treasury Bill	Treasury Obligations	\$	4,866,655	\$	4,950,015	5.510%	5.26%	0.29%	3/7/2024
Certificate of Deposit	Barclays bank/Delaware	\$	250,000	\$	247,489	2.850%	0.27%	0.01%	6/3/2024
Certificate of Deposit	Capital One NA	\$	250,000	\$	243,454	3.100%	0.27%	0.01%	6/2/2025
Certificate of Deposit	Capital One Bank (USA) NA	\$	250,000	\$	240,369	3.150%	0.27%	0.01%	6/2/2026
Certificate of Deposit	State Bank of India	\$	250,000	\$	238,074	3.300%	0.27%	0.01%	6/1/2027
Cash in Bank General & Sweep		\$	11,257,992	\$	11,257,992	0% - 5.23883%	12.17%	0.49%	N/A
Petty Cash		\$	6,750	\$	6,750	N/A	0.01%	0.00%	N/A
TOTAL		\$	92,509,269	\$	92,062,397			4.34%	(Total Portfolio Yield)

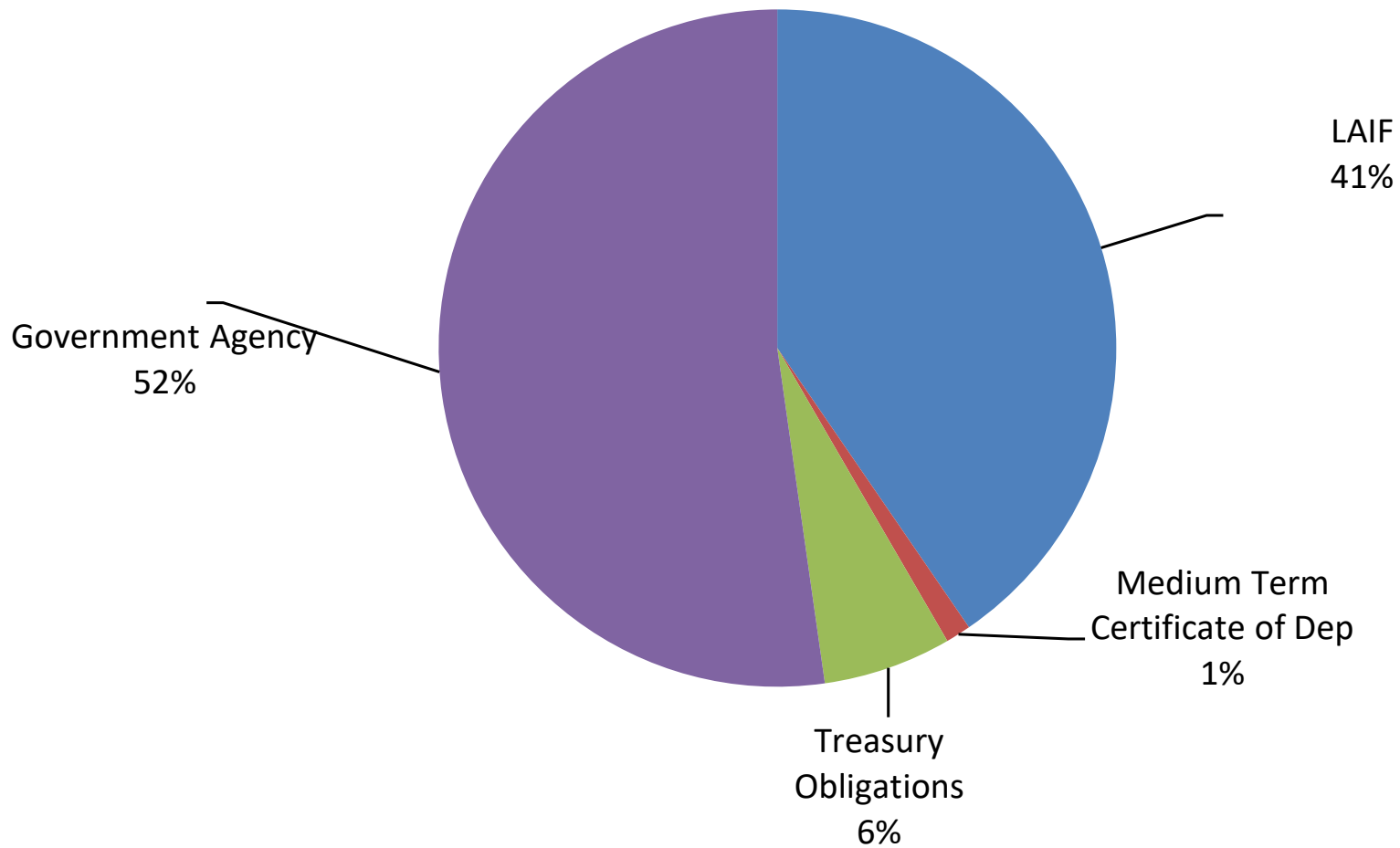
The Investment portfolio at December 31, 2023 is in compliance with the Investment Policy of the City of South Lake Tahoe. The City of South Lake Tahoe will be able to meet its projected expenditure requirements for the next six months. Valuation is based upon the State Treasurer's Office LAIF quarterly apportionment rates and US Bank Safekeeping.

**CITY OF SOUTH LAKE TAHOE INVESTMENT REPORT**  
**CASH AND INVESTMENTS HELD WITH FISCAL AGENTS**  
**AS OF DECEMBER 31, 2023**

<u>BOND ISSUE ACCOUNT</u>	<u>INVESTMENT TYPE</u>	<u>ISSUER</u>	<u>COST VALUE</u>	<u>MARKET VALUE</u>	<u>CURRENT YIELD</u>	<u>MATURITY DATE</u>
<b>So Tahoe JPFA Lease Rev Bonds 2023 A</b>						
Project Fund	Dreyfus Gov Sec CM Inst 227 / U.S. Treasury Bill	Dreyfus	56,880,761	56,989,529	3.79%	N/A or 5/09/2024
Lease Revenue Fund	Dreyfus Gov Sec CM Inst 227	Dreyfus	325	325	5.21%	N/A
Cost of Issuance Account	Dreyfus Gov Sec CM Inst 227	Dreyfus	23,401	23,401	5.21%	N/A
<b>So Tahoe JPFA Ref Lease Rev Bonds 2016 A</b>						
Lease Revenue Fund	Blackrock Treasury Trust	Bank of New York Mellon	1,553	1,553	5.25%	N/A
Interest	Blackrock Treasury Trust	Bank of New York Mellon	70	70	5.25%	N/A
Principal	Blackrock Treasury Trust	Bank of New York Mellon	528	528	5.25%	N/A
Reserve	Assured Guaranty Municipal	Bank of New York Mellon	-	2	0.00%	N/A
<b>So Tahoe JPFA Parking Rev Bonds 2013</b>						
Debt Service Reserve	Blackrock Treasury Trust	Bank of New York Mellon	598,833	598,833	5.25%	N/A
Refunding Account	Blackrock Treasury Trust	Bank of New York Mellon	78	78	5.24%	N/A
Debt Service Account	Blackrock Treasury Trust	Bank of New York Mellon	2,652,722	2,652,722	5.25%	N/A
Supplemental Reserve	Blackrock Treasury Trust	Bank of New York Mellon	2,038,492	2,038,492	5.25%	N/A
Principal	Blackrock Treasury Trust	Bank of New York Mellon	0	0	4.76%	N/A
<b>So Tahoe JPFA Ref Rev Bonds 2014 A, 2015 A, 2017 A</b>						
Revenue Fund	Blackrock Treasury Trust	Bank of New York Mellon	240,463	240,464	5.25%	N/A
Interest	Blackrock Treasury Trust	Bank of New York Mellon	1,637	1,637	5.25%	N/A
Principal	Blackrock Treasury Trust	Bank of New York Mellon	2,372	2,372	5.25%	N/A
Surplus	Blackrock Treasury Trust	Bank of New York Mellon	158	158	5.25%	N/A
<b>So Tahoe JPFA (RPA 1) Reserve</b>	Blackrock Treasury Trust	Bank of New York Mellon	5,180,219	5,180,219	2.25%	N/A
<b>Successor Agency to the So Tahoe RDA, CFD 2001-1, Refdg Series 2015</b>						
Special Tax	Blackrock Treasury Trust	Bank of New York Mellon	547	547	5.25%	N/A
Interest	Blackrock Treasury Trust	Bank of New York Mellon	12,594	12,594	5.25%	N/A
Principal	Blackrock Treasury Trust	Bank of New York Mellon	211	211	5.25%	N/A
Reserve	Blackrock Treasury Trust	Bank of New York Mellon	576,541	576,541	5.25%	N/A
Surplus	Blackrock Treasury Trust	Bank of New York Mellon	252	252	5.25%	N/A
<b>City of South Lake Tahoe 2014 Pension Obligation Bonds</b>						
Interest	Blackrock Treasury Trust	Bank of New York Mellon	1,016	1,016	5.25%	N/A
Principal	Blackrock Treasury Trust	Bank of New York Mellon	1,131	1,131	5.25%	N/A
<b>City of So Lake Tahoe 2012 COPS, Road Improvmt.</b>						
Lease Payment Fund	First American Govt Obligation Fund/Money Mkt	US Bank	14,393	14,393	4.84%	N/A
Reserve Account	First American Govt Obligation Fund/Money Mkt	US Bank	352,940	352,840	4.84%	N/A
<b>TOTAL</b>			<b>68,581,237</b>	<b>68,689,907</b>		

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, 2023**



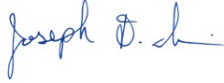
**CITY OF SOUTH LAKE TAHOE  
CASH REPORT  
DECEMBER 31, 2023**

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	27,822,392.19		\$27,822,392.19			
102	Measure S - Sales Tax	2,017,859.19		\$2,017,859.19	\$29,840,251	\$0	\$29,840,251
201	Gas Tax 2105	227,134.60		\$227,134.60			
207	Snow Removal	35,250.77		\$35,250.77			
208	Snow Removal - Equipment Replac	3,614,474.39		\$3,614,474.39			
210	Vehicle Replacement	131,897.29		\$131,897.29			
211	Police Vehicle Replacement	906,097.19		\$906,097.19			
213	Fire Vehicle Replacement	872,112.62		\$872,112.62			
215	Disaster Relief/Prep	(76,391.69)		(\$76,391.69)			
216	Transit Center	54,418.85		\$54,418.85			
217	Arts Program	7,859.82		\$7,859.82			
218	VHR Program	244,431.43		\$244,431.43			
220	Parks and Recreation	14,891,259.78		\$14,891,259.78			
221	Ice Arena	116,219.27		\$116,219.27			
222	Fire Safety Sales Tax	209,616.55		\$209,616.55			
223	Cannabis Program	1,744,744.71		\$1,744,744.71			
224	PEG Programming	226,595.34		\$226,595.34			
225	Tobacco Law Enforcement Grant	9,506.16		\$9,506.16			
229	DUI/Traffic Safety Grant	(31,452.18)		(\$31,452.18)			
230	Local Law Enforcement	1,994.32		\$1,994.32			
231	AB3229 COPS	175,551.55		\$175,551.55			
232	Safety Sales Tax	189,986.57		\$189,986.57			
233	Forfeiture - State Fund	38,750.40		\$38,750.40			
235	Forfeiture - Justice Fund	11,563.36		\$11,563.36			
236	EMS - JPA	283,220.00		\$283,220.00			
237	Boat Patrol - Grant	44,186.57		\$44,186.57			
238	Domestic Violence (DVRT) Grant	(20,364.82)		(\$20,364.82)			
240	Solid Waste AB939	17,947.72		\$17,947.72			
241	Clean Community	951.30		\$951.30			
242	Vehicle Abatement	171,021.09		\$171,021.09			
243	Nuisance Abatement	233,728.89		\$233,728.89			
244	Solid Waste JPA	1,047,402.85		\$1,047,402.85			
245	Storm Water Mgmt/Sweeping	254,616.64		\$254,616.64			
250	Hsng&ED - Work Force Housing	1,090,502.45		\$1,090,502.45			
251	Hsng & Ed - Home	1,057,295.11		\$1,057,295.11			
252	Hsng & Ed - CDBG	130,141.12		\$130,141.12			
253	Hsng & Ed - Administration	126,905.88		\$126,905.88			
255	CDBG Program Income Loans	152,957.58		\$152,957.58			
256	CDBG Economic Development	(106,318.27)		(\$106,318.27)			
258	Calhome Loan Repayments	133,267.69		\$133,267.69			
259	First Time Homebuyers Rev Loan	(0.01)		(\$0.01)			
263	TOT Revenue Fund	1,821,030.63		\$1,821,030.63			
270	General Plan/Community Plan	710,657.80		\$710,657.80			
271	Building Permit Fees	1,585,208.21		\$1,585,208.21			
280	Ski Run Business Improvement	5,725.94		\$5,725.94			
281	Measure S Maintenance Fund	71,110.40		\$71,110.40			
284	Measure S City Maintenance	424,495.59		\$424,495.59			
285	Tourism Improvement District (TID)	155,862.19		\$155,862.19			
290	Settlement Proceeds Sfty Programs	232,840.60		\$232,840.60	\$33,226,014	\$0	\$33,226,014
301	City CIP	16,695,362.25		\$16,695,362.25			
303	City CIP - Reg.Surf.Transp.Progr	200,486.69		\$200,486.69			
306	Rehab Water Quality Projects	2,577.85		\$2,577.85			
310	Long term Capital Replacement	587,150.64		\$587,150.64			
311	Campground Capital Outlay	(23,808.00)		(\$23,808.00)			
320	Housing - CIP Projects	177,378.87		\$177,378.87	\$17,639,148	\$0	\$17,639,148
401	City Debt Service	(824,547.48)	57,384,787.85	\$56,560,240.37	(\$824,547)	\$57,384,788	\$56,560,240
501	Airport	1,932,207.62		\$1,932,207.62			
510	Parking Management Bellamy	215,150.73		\$215,150.73			
515	Parking Management Plan	15,263.63		\$15,263.63			
520	Parking Garage	908,329.25	5,290,125.10	\$6,198,454.35			
550	Transit - Stage	562,379.54		\$562,379.54	\$3,633,331	\$5,290,125	\$8,923,456
601	Self Insurance - Health, Vision, Den	295,428.02		\$295,428.02			
602	Self Insurance - Workers Comp	6,229,479.16		\$6,229,479.16			
604	Payroll	664,000.41		\$664,000.41			
605	Health Insurance Savings	62,383.29		\$62,383.29	\$7,251,291	\$0	\$7,251,291
701	Trust	917.00		\$917.00			
707	Park Avenue CFD Fund	867,353.71	590,143.93	\$1,457,497.64			
711	Bijou ECP CFD	166,691.41		\$166,691.41			
712	Harrison Avenue CFD	212,656.99		\$212,656.99			
725	RD Obligation Retirement Fund	488,174.24	5,424,849.92	\$5,913,024.16			
751	Special Assessment District	4,572.00		\$4,572.00			
762	Tahoe Transportation Authority	3,416.00		\$3,416.00	\$1,743,781	\$6,014,994	\$7,758,775
<b>Total Cash and Investments</b>		<b>\$92,509,269.45</b>	<b>\$68,689,906.80</b>	<b>\$161,199,176.25</b>	<b>\$92,509,269</b>	<b>\$68,689,907</b>	<b>\$161,199,176</b>

# City of South Lake Tahoe

## Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: February 27,  
2024

Agenda Item #: 5



**Agenda Item:** CalOES Grant Application for \$25,000 for Listos California Community Emergency Response Team (CERT) Support Program

**Executive Summary:** The purpose of the Listos California CERT Support Grant (LC) Program is to provide funding to new and existing CERT programs to support projects that help prepare vulnerable and underserved populations including: providing CERT training in languages other than English, providing CERT training to underserved and/or populations that are at high risk for disasters, providing accommodations for training participants that have access or functional needs, such as English as a Second Language (ESL) interpretation, building capacity to respond to disasters, and prepare for safety from wildfires, earthquakes, and flooding. The Tahoe CERT Team, in coordination with the City of South Lake Tahoe as the sponsor, intends to apply for the LC Grant Program to purchase CERT PPE equipment and supplies, as well as develop and procure the necessary materials for required training program. The Director of Parks and Recreation will coordinate with Tahoe CERT to purchase the necessary items and further develop the program.

**Requested Action / Suggested Motions:** Pass a Resolution authorizing the Director of Parks and Recreation to submit a Grant Application to CalOES for the Listos California CERT Support Program in an amount up to \$25,000.

**Responsible Staff Member:** John Stark, Director of Parks and Recreation, and Lori Marino, Principal Management Analyst

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

**Attachments:**

[01-Staff Report - CalOES Grant Application.docx](#)

[02-Resolution - CalOES Grant Application](#)



# City of South Lake Tahoe

## Report to City Council

**Meeting Date: February 27, 2024**

**Title:** California Governor's Office of Emergency Services Grant Application for Listos California CERT Support (LC) Program in an amount up to \$25,000.

**Location:** Citywide

**Responsible Staff Members:** John Stark, Director of Parks and Recreation, and Lori Marino, Principal Management Analyst

**Background:** The Community Emergency Response Team (CERT) concept was developed and implemented by the Los Angeles City Fire Department in 1985 due to multiple area-wide threat of major disasters in California, confirming the need for trained civilian volunteers to meet the immediate needs of the community. In 1993 this training was made available nationally by FEMA. CERT programs are currently in all 50 states, including many tribal nations and U.S. territories. Each is unique to its community, and all are essential to building a Culture of Preparedness in the United States. As of August 29, 2022, it was reported there are 450 CERT programs in California, over 2,700 local CERT programs nationwide, and more than 600,000 CERT members in total.

City staff has been coordinating with community volunteers to create the Tahoe CERT team. The Tahoe Cert team has received strong support and commitment for training from South Lake Tahoe Fire Rescue, Lake Valley Fire Protection District, Cal Fire, EDSO Sheriff, South Lake Tahoe Police Department, California Highway Patrol, ELDC Search and Rescue, Cal Tahoe JPA, Barton Health, Liberty Utilities, SW Gas, El Dorado County, STPUD, Tahoe Douglas Fire and City of South Lake Tahoe as the Tahoe CERT Sponsor.

Currently, the new Tahoe CERT team has eight CERT members, seven of the members were previous STAT members and are on board to attend the new Tahoe CERT Basic Academy Training class, offered in the fall 2024. The goal is to build a strong core group of 35 CERT members on the call out list for emergencies in the South Lake Tahoe community.

On January 8, 2024, the California Governor's Office of Emergency Services (CalOES) released proposals for the Listos California CERT Support Grant (LC) Program. There is approximately \$500,000 in State General Funds available for the program. Applicants may apply for up to \$25,000, for the 19-month Grant performance period to enhance existing or establish new California CERT Programs. The Grant Application is due on March 04, 2024.

**Issue and Discussion:** The purpose of the Listos California CERT Support Grant (LC) Program is to provide funding to new and existing CERT programs to support projects that help prepare vulnerable and underserved populations including: providing CERT training in languages other than English, providing CERT training to underserved and/or populations that are at high risk for disasters, providing accommodations for training participants that have access or functional needs, such as English as a Second Language (ESL) interpretation, building capacity to respond to disasters, and prepare for safety from wildfires, earthquakes, and flooding. In addition, the applicant must conduct classroom-based, instructor-led, CERT training based on the 20-hour FEMA curriculum, incorporating all nine modules and all hands-on exercises (e.g., fire suppression, medical triage, cribbing), including a disaster simulation drill, or utilizing the approved CERT Training curriculum. CSLT and Tahoe CERT staff are coordinating with partnering agencies mentioned above, to assist in conducting this training.

The Tahoe CERT Team, in coordination with the City of South Lake Tahoe as the sponsor, intends to apply for the LC Grant Program to purchase CERT PPE equipment and supplies, as well as develop and procure the necessary materials for required training program. Director of Parks and Recreation will coordinate with Tahoe CERT to purchase the necessary items, and further develop the program.

**Financial Implications:** Application submitted will be in an amount up to \$25,000 to fund the following costs associated with developing the Tahoe CERT program:

- CERT backpacks with emergency supplies
- Jackets, sweatshirts, shirts, hats with CERT logo for 35-member call out team
- PPE Equipment- hard hats, radios
- Background checks, fingerprints, and ID cards for CERT members
- Training supplies (mannequins, triage tarps, first aid etc.)
- Office Supplies for training program (white board, easel, HP laptop, etc.)

There is no match required for the LC Program. Upon award, staff will return to City Council for acceptance of award and appropriation of awarded grant funds into the Parks and Recreation Budget.

**Environmental Considerations:** This is not a project subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(2).

**Policy Implications:** Per Financial Management- Grant Funding and Compliance Policy approved by City Council on Sept. 8, 2020; section 2.3 City Council Approval to Apply: City Council approval to apply is required for ALL Grant Applications. A detailed staff report and a resolution (if required) should be brought forth to City Council for Council approval/adoption.

Supports Strategic Priority 5.1 Public Safety Goals by improving city government capacity, customer service and efficiency through continuous improvement initiatives.



## **Resolution 2024-XXX**

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

**February 27, 2024**

### **Authorizing the Director of Parks and Recreation to Submit an Application for FY 2024 CalOES Listos California CERT Support (LC) Program**

#### **BACKGROUND**

- A.** The City of South Tahoe will be the Sponsor in support of the Tahoe CERT team.
- B.** The Director of Parks and Recreation requests authorization to submit an application for a 2024 CalOES Listos California CERT Support (LC) Program in an amount up to \$25,000.
- C.** The purpose of the Listos California CERT Support Grant (LC) Program is to provide funding to new and existing CERT programs to support projects that help prepare vulnerable and underserved populations.
- D.** If awarded, the Director of Parks and Recreation intends to use the funding in coordination with the Tahoe CERT to fund development of training programs, and necessary CERT supplies and equipment.
- E.** Upon award, the Director of Parks and Recreation will submit to the City Council a request for authorization to accept the award and appropriate the budget.

**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 Director of Parks and Recreation to file the application with the California Governor's Office of Emergency Services (CalOES) for the Listos California CERT Support (LC) Program for an amount not to exceed \$25,000.
- 2. Authorizes the City Manager, to sign any documents required to apply for these subject funds on behalf of the City of South Lake Tahoe.

Adopted by the City of South Lake Tahoe City Council on February 27, 2024 by the following vote:

Yes:

No:

Absent:

Abstain:

Date: \_\_\_\_\_

Cody Bass, Mayor

Attest:

---

Susan Blankenship, City Clerk

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

# City of South Lake Tahoe

## Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: February 27,  
2024

Agenda Item #: 6



**Agenda Item:** Fiscal Year 2022-23 Quarterly Financial Status Report - Quarter Ending December 2023

**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 2023/24 Quarterly Budget and Financial Status Report for Period Ending December 31, 2023" 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

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

**Attachments:**

[01-Staff Report - FY 2023-24 Quarterly Budget](#)

[02-FY 2023-24 Qtrly Budget Report Dec 2023](#)



# City of South Lake Tahoe

## Report to City Council

**Meeting Date: February 27, 2024**

**Title:** Fiscal Year 2023/24 Quarter End Financial Status Report as of December 2023

**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 2023/24 Quarterly Budget and Financial Status Report for Period Ending December 31, 2023" 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 2023 with 25% of the year complete, primary General Fund actual revenues were at 21.2% of the amended budget, while expenditures were at 16.8% 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 7.0% of the adopted budget. See Attachment 2 for further analysis.

**Financial Implications:** FY 2023/24 actual General Fund revenues exceeded expenditures by \$2.0 million through December 2023. This net revenue is partially attributed to the first of two main Property tax installments received, accounting for approximately 56% of the Property tax budget. Property tax is the second largest General Fund revenue source in 2023/24 representing 19 percent of the total primary General Fund budget.

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 12, 2024. Additionally, FY 2022/23 year-end results are being finalized pending audit completion. The audit results will be presented as part of the Annual Comprehensive Financial Report (ACFR) submission to City Council in April 2024.

**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

## 2023-24 QUARTERLY FINANCIAL REPORT

### 1<sup>ST</sup> QUARTER ENDING DECEMBER 31, 2023

This report summarizes the City's financial position for the General Fund for Fiscal Year 2023-24 displaying expenditures at the department level and revenues by type. It compares actual revenues and expenditures received through December 2023 to the total budget.

#### General Fund Financial Condition

As of December 31<sup>st</sup>, with 25% of the year complete, General Fund revenues are at 21.2% of projections and expenditures are at 16.8% of appropriations.

Revenues by Type	Total Budget as of December 31	Actuals through December 31	As % of Budget
Property Tax	\$ 10,850,000	\$ 6,083,323	56.1%
Transient Occupancy Tax - City	10,822,562	877,423	8.1%
Transient Occupancy Tax - Project Area	7,600,000	663,301	8.7%
Sales Tax	7,264,000	478,073	6.6%
Measure Q	3,800,000	259,868	6.8%
Motor Vehicle License Fees (MVLFF)	2,772,000	1,471,326	53.1%
Franchise Taxes	1,750,000	-	0.0%
Business License Tax	1,785,000	135,026	7.6%
Finance - Other Revenues	1,229,415	587,555	47.8%
General Government	242,563	147	0.1%
Police	2,399,352	303,839	12.7%
Fire	2,638,805	109,251	4.1%
Public Works	639,300	205,867	32.2%
Development Services	1,707,382	697,339	40.8%
Parks and Recreation	1,043,481	73,371	7.0%
Transfers In	104,200	74,200	71.2%
Miscellaneous General Fund	19,000	-	0.0%
<b>REVENUES TOTAL</b>	<b>\$ 56,667,060</b>	<b>\$ 12,019,909</b>	<b>21.2%</b>

**Revenues.** The top three revenues, Property Tax, City Transient Occupancy Tax (TOT), and Sales Tax generated 64.1% of the total \$12.0 million General Fund revenues collected through December 31<sup>st</sup>.

Property Tax and Motor Vehicle License Fees (MVLFF) increased from the prior fiscal year by 5.8% (\$335K) and 8.1% (\$110K) respectively, driven by higher home sale prices and rising property value assessments within South Lake Tahoe.

Sales Tax and Measure Q revenue combined was 1.6% or \$12.5K below the previous fiscal year's first quarter actuals. TOT receipts, including TOT from the Project area but excluding TOT audits, showed a decrease of

\$150K, or 8.9%. Despite these decreases, overall revenues were \$429K higher than the same period last year primarily due to increases in Property Tax, Motor Vehicle License Fees (MVLFF), and interest/dividends revenue.

**Expenditures.** Out of the actual expenditures totaling \$10.0 million through December 31<sup>st</sup>, approximately \$6.9 million

Expenditures by Department	Total Budget as of December 31	Actuals through December 31	As % of Budget
General Government	\$ 5,682,255	\$ 797,500	14.0%
Finance	2,858,803	551,895	19.3%
Miscellaneous General Fund	14,124,002	1,617,579	11.5%
Police	14,662,846	2,654,309	18.1%
Fire	11,103,437	2,129,914	19.2%
Public Works	5,288,673	1,038,876	19.6%
Development Services	2,216,447	409,832	18.5%
Parks and Recreation	3,435,422	794,023	23.1%
<b>EXPENDITURES TOTAL</b>	<b>\$ 59,371,885</b>	<b>\$ 9,993,928</b>	<b>16.8%</b>

or 69.5% was allocated to personnel expenses, covering 6 payroll periods, which represents 23.1% of the total payroll periods for the year. Out of the remaining 30.5% or approximately \$3.1 million of actual expenditures, \$1.2 million is attributed to transfers-out, \$0.6 million to professional, technical, and other contract services, \$0.6 million to miscellaneous general expense including taxes and fees,

travel and training, communications etc., \$0.3 million to purchases of tools, parts, software, machinery and equipment, and the remaining \$0.4 million to utilities, general supplies, and other miscellaneous expense.

Overall expenditures exceeded the same period last fiscal year by 12.4%, or \$1.1 million. A significant portion of this increase, \$868K, is attributed to increases in personnel costs due the implementation of new Memoranda of Understanding for the City's six bargaining units and the Compensation and Benefits package for the City's unrepresented employees, effective October 1<sup>st</sup>, 2023. Additionally, several new positions were approved during the adoption of the FY 2023/24 budget and subsequently filled, contributing to the increase in personnel costs. The remaining increase in overall expenditures compared to prior year can be attributed to technical/professional services, machinery/equipment purchases, and software implementation costs. All departments have maintained expenditures below the 25% 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 in July will greatly impact the percentage of actual expenditures to total budget.

### 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 \$7.6 million for fiscal year 2023/24.

Measure S Sales Tax	Total Budget as of December 31	Actuals through December 31	As % of Budget
<b>REVENUES</b>			
Measure S Sales Tax	\$ 7,600,000	\$ 519,048	6.8%
Interest/Dividends Revenue	-	14,233	100.0%
<b>REVENUES TOTAL</b>	<b>\$ 7,600,000</b>	<b>\$ 533,281</b>	<b>7.0%</b>
<b>EXPENDITURES and FINANCING USES</b>			
Technical Services	10,000	-	0.0%
Transfer out to/for:			
Debt Service - Communication System	554,643	-	0.0%
Debt Service - Snow Removal Equip	602,721	-	0.0%
Fire Marshall position (50%)	120,107	-	0.0%
Fire Station II Rehabilitation	500,000	-	0.0%
Fire Station III Interim Upgrades	300,000	300,000	100.0%
Pioneer Trail Ph. 2	300,000	300,000	100.0%
Police Lieutenant position	320,000	-	0.0%
Road Reconstruction	2,500,000	-	0.0%
Seven (7) Firefighters	1,115,704	-	0.0%
Sidewalk Snow Removal	126,000	126,000	100.0%
South Shore Fuels Reduction Program	127,000	-	0.0%
Storm Water Program	136,054	136,054	100.0%
<b>EXPENDITURES TOTAL</b>	<b>\$ 6,712,229</b>	<b>\$ 862,054</b>	<b>12.8%</b>

**Revenues.** The City received Measure S Sales Tax totaling approximately \$0.5 million as of December 31<sup>st</sup>, 2023.

**Expenditures.** During the adoption of the FY 2023/24 budget, City Council allocated a significant portion of the total projected annual revenue to various Capital Improvement Projects including funding for the annual road reconstruction, Pioneer Trail Pedestrian Improvement Phase II project, and funding set aside for Fire Station II rehabilitation (to be transferred to Fire Station III rehabilitation/construction project during FY 2023/24 Mid-Year Budget Review in March 2024).

In addition, several Safety positions are budgeted to be fully or partially funded by Measure S including seven firefighter positions previously funded by the SAFER grant, Police Lieutenant

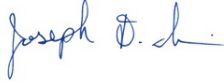
position, and 50% of the Fire Marshal position. Other uses of Measure S revenue include transfers out for debt service on the emergency communications system and snow removal equipment purchase agreement, funding for the South Shore Fuels Reduction Program and Storm Water program, Fire Station III interim upgrades, and contracted sidewalk snow removal.

As of December 31<sup>st</sup>, approximately \$0.9 million has been transferred out for these Measure S designated projects and programs.

# City of South Lake Tahoe

## Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: February 27,  
2024

Agenda Item #: 7



### Agenda Item: 2023-2024 Master Fee Schedule

**Executive Summary:** The proposed updates to the 2023-2024 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 2023-2024 Master Fee Schedule at the March 26 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 2023-2024 Master Fee Schedule.

**Responsible Staff Member:** Akemi Nishimura, Accountant I

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

### Attachments:

- [01-Staff Report - 2024 Master Fee Schedule.docx](#)
- [02-Master Fee Schedule 2324 \(Red-Lined\).pdf](#)
- [03-Strengthening Financial Position Feb 2013.pdf](#)



# City of South Lake Tahoe

## Report to City Council

**Meeting Date: February 27, 2024**

**Title:** 2023-2024 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 XIIC 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 April 4, 2023. 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 2.62%. 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 2.62% INCREASE AND OTHER CHANGES:**

Recreation Services: Per recommendations noted in the 2015 City Wide Fee Study, Recreation Facility Rental fees are market based and the Recreation Program fees are based on the relation between community benefit and subsidy level (level of cost recovery). As such staff decided to reject CPI increase on some programs and accept it in other programs and rentals where fees were below market rate or cost recovery level. 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 adding Facility Rental Setup Fee at a flat rate to the Recreation section for any additional setup assistance requested by the renter. The fee was previously listed only in the Public Works section at the actual fully burdened cost rate which has now been changed to a flat rate. Late Payment Penalty Fee is added to all facility and park rentals. Lakeview Commons is removed from Private Rental while Bijou Community Park is added to Public Rental according to the current demand. Bijou Park Sport Court has been replaced by Skatepark and its rental fee was removed.

Staff proposed to increase the Swimming Lesson and Golf Course fees to make them comparable to surrounding areas. The increase is more than the CPI increase but still within the cost recovery as these fees have not been increased since 2020. Bijou Golf Course use in partnership with Boys and Girls Club is added free of charge to facilitate programs that benefit the community. In addition to Youth Basketball League fee adopted on January 4th, 2024, Youth Flag Football League fee is added to the schedule.

Staff proposed to eliminate the seasonal Campground fees and replace them with a year-round fee. Ice Arena fees are updated according to the rates that the private operator currently charges or intends to charge in 2024.

Development Services: Staff accepted CPI increases for Building and Housing fees. All the inspection fees under various categories are matched to one rate for the consistency. Some fee descriptions and units are also updated to simplify and streamline the fee schedule. Permits that are included in other permit fees such as Encroachment Permit, permits that are redundant such as Deferred Submittal or Revision, or permits no longer offered such as Expedited Plan Review are removed.

Staff proposed to establish Fire Sprinkler Fees and Inspections category to group all Residential Fire Inspection and Review fees. Fire Safety Plan Review - SFD is moved from the Fire Department section and renamed as Residential Fire Plan Review. The fee is also increased to

match the Building Plan Review fee. Well Deconstruction Fee is removed since this will be on a regular demolition permit.

Per Resolution 2023-065, Single-Family Allocation Acceptance fees were established under Planning in June 2023 and added to the current fee schedule. These fees are subject to the CPI increase and adjusted for 2024. Inclusionary Housing Requirement (Ordinance 2023-1180) adopted in November 2023 is added to complement the fee schedule.

Temporary arts and craft shows are now permitted as minor/major special events, therefore, the fee is removed. Historic Determination is also removed as it is now done by TRPA.

VHR - Non-Tourist Core, QVHR, and Hosted Rental fees are moved to the Police Department section to streamline the application/renewal processes and improve enforcement.

Staff proposed adding a fee for Letter of Public Convenience or Necessity (PCN). A PCN is required when the State of California requires a new business to obtain permission to sell alcohol from a local jurisdiction. In the past the City prepared these PCNs free of charge but the staff proposes to recover the staff time costs.

Public Works: Staff accepted all CPI increases for the current year except Transportation Permit, which are already comparable to Caltrans and El Dorado County. Staff proposed to change the rates for plan reviews and surveying from the fixed amount to an hourly rate to accommodate the various sizes and scope.

Staff proposed to increase Stop Work Fee twice as much as the Encroachment Permit Fee; when a contractor or other entity/individual does perform illegal work within the right-of-way, there is a considerable amount of additional staff time for removing the contractor, determining the non-compliant work done and removing such work, which is estimated double the cost.

Fees that are redundant such as Street Trench Permit and Investigation fees, or services no longer offered such as Time Extension and Use of Equipment are removed.

Fire Department: Staff accepted all CPI increases for the current year. Areas of exception are the fees for Day Care Facility 6+ and Fire Inspection/Re-Inspection, which are increased to be consistent with the rates currently used by the Building Department. Special Event Review/Permit-Per Hour for Fire is consolidated with Fire Plan Review - Commercial, MFD, Special Event fee (as renamed). Special Fire Inspections is added at a rate consistent with the Building Department's fee. Fire Safety Plan Review - SFD is moved to the Building Department section. Tents Structure over 200 sq. ft. is removed as it falls under the Fire Inspection/Re-Inspection category.

Fire Investigation Report and Fire Incident Report are electronically provided through City Clerk's Office (Public Record Request) free of charge.

Police Department: Per Resolution 2023-074, a Parking Citation fine for Heavenly Valley No Parking/RPP Area is added. Per Resolution 2024-015, the Administrative Citations for violations of Article V (Vacation Home Rentals) are amended. Section 3.50.440 (A) VHR Maximum Occupancy is removed as that provision only applied in residential areas where VHRs are no longer permitted under Measure T. Staff proposed adding Administrative Fee and Administrative Hearing Fee for Administrative Citations to the fee schedule; these fees have been in place since the passage of Ordinance 1037 on March 20, 2012.

VHR - Non-Tourist Core, QVHR, and Hosted Rental fees are moved from Building to Police Department and listed along with VHR - Tourist Core fees. Vacation Home Rental Permit Master Report Fee is adjusted to make it consistent across all departments.

Per Ordinance 2024-1181 adopted on January 23, 2024, staff proposed adding Public Safety License Amendment Fee for the licensed Cannabis businesses that wish to facilitate on-site consumption.

Fees that are obsolete such as Civil Subpoena and Police Report Copy fees are removed. Special Event Review/Permit fees are consolidated with the Special Event Permit fees under the Development Services - Planning section.

**Airport:** Staff accepted all CPI increases for the current year except Offices, Fuel Flowage Fee, and Hangars. No increase is proposed for those fees as they are already comparable to fair market rates. In 2023, the rate difference between the aeronautical and non-aeronautical use of Hangar and Storage Unit Rental was removed; however, staff proposed to bring back the additional fee for the non-aeronautical use per FAA recommendation.

Staff proposed adding a Local Emergency Agency Training Ramp Use fee for non-airport emergency training. The fee is to accommodate the needs of first responders and other local emergency agencies; since the training use ultimately benefits the community, the fee is set at a lower rate compared to the regular daily and hourly use rates, and it can be shared among the local emergency agencies.

**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 fees and Business License reports. Vacation Home Rental Permit Master Report Fee is adjusted to make it consistent across all departments.

**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 2023-2024 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 4/4/2023	\$ Change	Proposed Fee 2.62%
<b>FACILITY RENTALS</b>				
<b>Building Rental:</b>				
Gymnasium	hourly	\$67	\$2	\$69
Meeting Rooms, Recreation Complex	hourly	\$37	\$1	\$38
Kitchen, Recreation Complex	hourly	\$31	\$1	\$32
Senior Center Large Multi-Purpose Room	hourly	\$61	\$2	\$63
Senior Center, Conference Room	hourly	\$44	\$1	\$45
Senior Center, Arts & Crafts Room	hourly	\$44	\$1	\$45
Public Shower Adult/discount for senior, disabled, youth	each	\$3/\$2	\$0	\$3/\$2
Non-Profit Organizations	25% off base rate	25%	\$0	25%
Recognized Local Youth Sport Organizations May Have Free Use of Meeting Rooms in the Recreation Complex	No Charge	No Charge	n/a	No Charge
Facility Rental Setup Fee	hourly	n/a	n/a	\$43
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	\$0	\$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	\$0	\$15 Minimum or \$50 Maximum
Late Payment Penalty Fee	10% of total rental fee due	n/a	n/a	10% of total rental fee due
<b>Pool Rental (Per Hour):</b>				
Swimming Pool Hourly Rental Rate	hourly	\$80	\$2	\$82
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	\$0	\$15 Minimum or \$50 Maximum
Late Payment Penalty Fee	10% of total rental fee due	n/a	n/a	10% of total rental fee due
<b>Outdoor Park Facility Rentals:</b>				
Alcohol Use Permit, City Sanctioned Public/Private Outdoor Facilities	each	\$62	\$2	\$64
Bijou Park, Kiwanis Picnic Shelter (4 Hours)	hourly	\$165	\$4	\$169
Bijou Park, Rotary Picnic Shelter (4 Hours)	hourly	\$165	\$4	\$169
Recreation Complex Group Picnic Areas (4 Hours)	hourly	\$165	\$4	\$169
Gazebos and Picnic Areas beyond 4 hour minimum rental	hourly	\$44	\$1	\$45
Private Rental: Regan Beach West and Lakeview Commons (Per Hour; 2-Hour Minimum)	Mon-Thur \$/hr	\$211	\$6	\$217
	Fri & Sun \$/hr	\$273	\$7	\$280
	Sat \$/hr	\$332	\$9	\$341
Late Payment Penalty Fee	10% of total rental fee due	n/a	n/a	10% of total rental fee due
<b>Public Special Event Park Rentals:</b>				
Lakeview Commons or Bijou Community Park Special Event Rental, Attendance up to 500 persons	day	\$1,039	\$27	\$1,066
Lakeview Commons or Bijou Community Park Special Event Rental, Attendance 501-2,000 persons	day	\$1,298	\$34	\$1,332
Bijou Bike Park or Skate Park Rental	day	\$242	\$6	\$248
Disc Golf Course Rental for Tournaments & Special Events (Bijou Park)	day	\$254	\$7	\$261
Bijou Park Concession (absent lease agreement)	day	\$285	\$7	\$292
Bijou Park Sport Court (Per Day)	daily	\$254	\$7	\$261
Late Payment Penalty Fee 10% of total rental fee due				
Bijou Community Park Parking Lot Rental	daily	\$100	\$3	\$103
Community Playfield Parking Lot Rental	daily	\$100	\$3	\$103
Special Event Vendor Fee	Not to Exceed \$125 per event	Not to Exceed \$125 per event	\$0	Not to Exceed \$125 per event
Non-Profit Organizations	25% Off Base Rate	25%	\$0	25%
Late Payment Penalty Fee	10% of total rental fee due	n/a	n/a	10% of total rental fee due
Facility Rental Setup Fee	hourly	n/a	n/a	\$43
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	\$0	\$15 Minimum or \$50 Maximum
<b>Facility Day Use (Includes Pool, Weight Room, Gym, Ping Pong, Foosball, Traversing Wall):</b>				
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
<b>Daily Day Rate for Medi-Cal, WIC, and Veteran Participants:</b>				
Adult: 18 and Over	each	\$3	\$0	\$3
Youth: 18 Years and Under	each	\$2	\$0	\$2
<b>Multi-Use Passes:</b>				
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%	\$0	25%

Recreation Complex (cont.)				
Fee Description	Unit	Adopted Fee 4/4/2023	\$ Change	Proposed Fee 2.62%
<b>Swimming Programs:</b>				
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	\$2	\$49
Swimming Lessons (Group) 6 Class Session	each	\$37	\$2	\$39
Swimming Lessons (Group) 4 Class Session	each	n/a	n/a	\$29
Private Lessons (25 minutes) 1 Student	each	\$31	\$2	\$33
Private Lessons (25 minutes) 2 Students	each	\$42	\$2	\$44
Private Lessons (25 minutes) 3 Students	each	\$52	\$3	\$55
Children 3 years and Under Are Free with a Paying Adult for Recreation Swim Only	each	\$0	\$0	\$0
Master Swim Drop In	each	\$10	\$0	\$10
Master Swim Session <del>(6-weeks)</del> 10 Use Punch Card	each	\$60	\$0	\$60
Non-Profit Organizations	25% Off Base Rate	25%	\$0	25%
<b>Youth and Teens:</b>				
Star Camp Care (pre- and post-camp child care, per hour)	each	\$8	\$0	\$8
Youth Adventure Camps	each	Fee based on production costs	\$0	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%	\$0	10%
Youth Basketball League	per season participant	Adopted 1/4/2024	n/a	\$50
Youth Flag Football League	per season participant	n/a	n/a	\$85

Golf Course				
Fee Description	Unit	Adopted Fee 4/4/2023	\$ Change	Proposed Fee 2.62%
9 Hole	each	\$18	\$2	\$20
Senior	each	\$16	\$2	\$18
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	\$2	\$24
Add 9 Holes	each	\$11	\$2	\$13
Twilight	each	\$15	\$2	\$17
Cart Rental	each	\$5	\$0	\$5
Club Rental	each	\$15	\$2	\$17
Walker/Spectator	each	\$5	\$0	\$5
<b>Passes:</b>				
20 Use	each	\$240	\$40	\$280
10 Use	each	\$135	\$20	\$155
10 Use Twilight (after 3 pm)	each	\$110	\$20	\$130
10 Use Senior	each	\$120	\$20	\$140
10 Use Family (1 Adult & 1 Youth (14 and under) after 12 pm daily)	each	\$160	\$20	\$180
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
Bijou Golf Course use in partnership with Boys and Girls Club	No Charge	n/a	n/a	No Charge

Campground				
Fee Description	Unit	Adopted Fee 4/4/2023	\$ Change	Proposed Fee 2.62%
Spring/Fall — No hook-up, up to 6 people and 1 car (includes \$10 infrastructure fee)	per day	\$41	\$0	\$41
Summer Campground Site Fee - No hook up, up to 6 people and 1 car (includes \$10 infrastructure fee)	per day	\$45	\$0	\$45
Spring/Fall Standard Cabin (includes \$10 infrastructure fee)	per day	\$90	\$0	\$90
Summer Standard Cabin (includes \$10 infrastructure fee)	per day	\$90	\$0	\$90
Reservation Fee (non-refundable)	each	\$10	\$0	\$10
Cancellation Fee (Inside 30 days from arrival date)	One night rental fee	\$50	\$0	\$50
Cancellation Fee (Outside 30 days of arrival date)	each	\$10	\$0	\$10
Dump Fee (charged to campers not staying in our campground)	each	\$15	\$0	\$15
Extra person	each	\$6	\$0	\$6
Visitor Day Use	each	\$5	\$0	\$5
Pets	each	\$2	\$0	\$2
Extra Vehicle (no holding tanks)	each	\$6	\$0	\$6
Motorcycles and Electric Scooters	each	\$3	\$0	\$3
Late Checkout Fees	per site	\$10	\$0	\$10

Boat Ramp*				
Fee Description	Unit	Adopted Fee 4/4/2023	\$ Change	Proposed Fee 2.62%
Day Use	per day	\$17	\$0	\$17
Annual Pass	each	\$138	\$0	\$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 4/4/2023	\$ Change	Proposed Fee 2.62%
<b>ICE ARENA:</b>				
Learn to Play	n/a	Free	\$0	Free
Morning School Skate	n/a	Free	\$0	Free
School Skate Week (PE program)	n/a	Free	\$0	Free
Military Discount (Served in combat area)	n/a	Free	\$0	Free
Wounded Warriors (military event)	n/a	Free	\$0	Free
Charity Events (i.e. St. Baldrick's), fees subject to review	n/a	Ice free all day	\$0	Ice free all day
Ice Sheet Rental See schedule for rates by time	per hour	\$491	\$0	\$491
Party Room Full (hourly - 1 hour minimum)	per hour	\$88	\$37	\$125
<b>SKATING PROGRAMS:</b>				
Public Skate: Adult 18-54 years - varies	per person	\$22	(\$2)	\$20
Public Skate: Youth (between 5-18 years) - varies	per person	\$22	(\$2)	\$20
Public Skate: Child 5 & under - varies	per person	\$8	\$2	\$10
Public Skate: Senior 55 & up - resident	per person	\$8	(\$1)	\$7
Public Skate: Senior 55 & up - varies	per person	\$22	(\$15)	\$7
Blue Card (available to frequent users/members)	each	n/a	n/a	n/a
Skate Rental	each	\$4	n/a	n/a
Free Style - Drop - In	each	\$17	(\$2)	\$15
Hockey - Drop - In	per person	\$17	\$3	\$20
Hockey League: Adult 18-54 years, 10 games	each	\$380	(\$130)	\$250
Hockey League: Single Game	each	\$33	(\$8)	\$25
Hockey League: Youth	each	\$113	\$0	\$113
<b>SKATING LESSONS:</b>				
Skate/Hockey School: per lesson	per lesson	\$16	\$4	\$20
Private Skate lessons (1 student, 2 student, 3 or more)	per lesson	Varies by instructor	n/a	Varies by instructor
<b>City Sponsored Ice Programs:</b>				
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
<b>Facility Rentals (various use agreements):</b>				
Year Round Rentals for Rec Programs/Rec Center typically billed monthly	Refer to contract	Refer to contract	n/a	Refer to contract
<b>**The listed Ice Arena Fees represent the maximum allowable charges.</b>				

Development Services - Building				
Fee Description	Unit	Adopted Fee 4/4/2023	\$ Change	Proposed Fee 2.62%
<del>Encroachment Permit:</del>				
<del>Encroachment Permit (each approach) includes overlays and replacements</del>	<del>each</del>	<del>\$215-</del>	<del>\$6-</del>	<del>\$221-</del>
<del>Encroachment Permit Existing</del>	<del>each</del>	<del>\$215-</del>	<del>\$6-</del>	<del>\$221-</del>
<del>Encroachment Permit Remove and Replace</del>	<del>each</del>	<del>\$215-</del>	<del>\$6-</del>	<del>\$221-</del>
<b>Building Permit &amp; Inspection:</b>				
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 - \$250 minimum	\$7	2% of valuation - \$257 minimum
Administrative Processing	per hour / 1 hr min.	\$122	\$3	\$125
<del>Deferred Submittal or Revision</del>	<del>% of valuation</del>	<del>2% of valuation - \$250 minimum</del>	<del>\$7-</del>	<del>2% of valuation - \$257 minimum</del>
Active Building Permit Extension	each	\$182	\$5	\$187
Building Plan Review Extension	each	\$182	\$5	\$187
<del>Building In-House Plan Review Hourly Rate</del>	<del>per hour / 1 hr min.</del>	<del>\$122</del>	<del>\$3</del>	<del>\$125</del>
<del>Expedited Plan Review</del>	<del>per hour / 1 hr min.</del>	<del>\$242</del>	<del>\$6-</del>	<del>\$248-</del>
Stop Work Notice of Violation	each	\$407	\$11	\$418
Stop Work/Red Tag Permit Fee	each	2x the Building Permit Fee	\$0	2x the Building Permit Fee
Special Building Inspections	per hour / 1 hr. min. regular working hours per hour / 3 hr. min. outside of regular working hours	\$169	\$4	\$173
<del>Building Inspection/Reinspection Fee</del>	<del>each per work, for which an inspection was requested, is not ready for inspection</del>	<del>\$169</del>	<del>\$4</del>	<del>\$173</del>
Document Printing & Copying	per page	\$0.10	\$0	\$0.10
Permit Technology Fee	each permit	\$12	\$0	\$12
Illegal Unit Review	each	\$1,053	\$28	\$1,081
Admin Fee for Cost of Collection on Liens, Nuisance, etc.	% of collection costs	% of collection costs	\$0	% of collection costs
Temporary Certificate of Occupancy Application	each	\$169	\$4	\$173
<del>Express/Over-The-Counter Permit</del>	<del>each</del>	<del>\$250</del>	<del>\$7-</del>	<del>\$257-</del>
<b>Fire Sprinkler Fees and Inspections:</b>				
Residential Suppression Sys-50 hds/Dry-Chem sys 1-50 hds	per inspection	\$236	\$6	\$242
Residential Suppression Sys-200 hds 50+ hds	per inspection	\$575	\$15	\$590
<del>Fire Safety Plan Review--SFD Residential Fire Plan Review</del>	<del>each hourly</del>	<del>\$119</del>	<del>\$6</del>	<del>\$125</del>
<del>*Specific flat rate fees below are consolidated for consistency with minimum building permit fee</del>				
<del>Well Deconstruction (Electrical and Plumbing Terminations)</del>	<del>each</del>	<del>\$56-</del>	<del>\$1-</del>	<del>\$57</del>
General Plan/Community Plan/Area Plan Maint. Fee	each	\$1.09 per \$1,000 valuation	\$0.03	\$1.12 per \$1,000 valuation
<b>Vacation Home Rental Fees:</b>				
Vacation Home Rental Permit Inspection Fee	each	\$164	\$9	\$173
Vacation Home Rental Permit Re-Inspection Fee	each	\$99	\$3	\$102

Development Services - Housing				
Fee Description	Unit	Adopted Fee 4/4/2023	\$ Change	Proposed Fee 2.62%
Loan Subordination Fee	each	\$2,057	\$54	\$2,111
Multi-Family Dwelling Inspection Fee	each unit	\$99	\$3	\$102
Single Room Occupancy Inspection Fee	each unit	\$99	\$3	\$102
Reinspection Service	per hour / 1 hr. min.	\$169	\$4	\$173
Substandard Condition Inspection	each	\$625	\$16	\$641

Development Services - Planning				
Fee Description	Unit	Adopted Fee 4/4/2023	\$ Change	Proposed Fee 2.62%
<b>Allocations:</b>				
Deposit - Building Permit	per application	\$1,000	\$0	\$1,000
Residential Permit Processing	per living unit	\$746	\$20	\$766
<del>Single-Family Allocation Acceptance</del>	<del>per allocation</del>	<del>Adopted 6/6/2023</del>		
	Under 2,000 sq. ft.	\$0	\$0	\$0
	2,001-2,500 sq. ft.	\$2,000	\$52	\$2,052
	2,501-3,000 sq. ft.	\$5,000	\$131	\$5,131
	3,001-5,000 sq. ft.	\$10,000	\$262	\$10,262
	>=5,001 sq. ft.	\$15,000	\$393	\$15,393
<del>Inclusionary Housing Requirement</del>	<del>each nonexempt unit</del>	<del>Adopted 11/21/2023</del>		
	Under 2,000 sq. ft.	exempt	\$0	exempt
	2,001-2,500 sq. ft.	\$5.29/Sq. Ft.	\$0	\$5.29/Sq. Ft.
	2,501-3,000 sq. ft.	\$5.84/Sq. Ft.	\$0	\$5.84/Sq. Ft.
	3,001-5,000 sq. ft.	\$16.77/Sq. Ft.	\$0	\$16.77/Sq. Ft.
	>=5,001 sq. ft.	\$17.65/Sq. Ft.	\$0	\$17.65/Sq. Ft.

## Development Services - Planning (cont.)

Fee Description	Unit	Adopted Fee 4/4/2023	\$ Change	Proposed Fee 2.62%
<b>General Permits:</b>				
Major General Planning Application (variance, special use permit, major design review, wireless communications facilities, small wireless communications facilities)	application	\$3,064	\$80	\$3,144
Minor General Planning Application (minor variance, minor design review, eligible facilities request)	application	\$970	\$25	\$995
Permit Revision and/or Permit Extension	each	\$571	\$15	\$586
Categorical Exemption	each	\$78	\$2	\$80
Negative Declaration Review	each	\$4,201	\$110	\$4,311
Negative Declaration Preparation	each	\$7,606	\$199	\$7,805
EIR/EIS	each	Cost of consultant + 25%	\$0	Cost of consultant + 25%
<b>Other Permits:</b>				
Fence Permits	each	\$277	\$7	\$284
Home Occupation Permit	each	\$139	\$4	\$143
Minor Sign Review and Approval	each	\$153	\$4	\$157
Major Sign Review and Approval	each	\$381	\$10	\$391
Sign Application Revision	each	\$153	\$4	\$157
Locally Unique Sign Application	each	\$3,064	\$80	\$3,144
Minor Special Event Permit	each	\$220	\$6	\$226
Major Special Event Permit	each	\$437	\$11	\$448
Non-Profit Producer and Free to the Public - Special Event	each	\$0	\$0	\$0
Temporary Use Permit	each	\$656	\$17	\$673
<del>Temporary Arts &amp; Crafts Shows</del>	<del>per show</del>	<del>\$673</del>	<del>\$18</del>	<del>\$691</del>
Certificate of Compliance (Subdivision Map Act)	each	\$845	\$22	\$867
Tentative Subdivision Map	each	\$5,568	\$146	\$5,714
Condominiumization of Existing Residential Dev.	each	\$5,726	\$150	\$5,876
<b>Vacation Home Rentals:</b>				
Vacation Home Rental Application fee	each	\$521	\$14	\$535
Vacation Home Rental Permit - Annual Fee	4 or less occupants	\$250	\$0	\$250
	5 to 8 occupants	\$500	\$0	\$500
	9 to 12 occupants	\$1,000	\$0	\$1,000
	13 or more occupants	\$1,325	\$0	\$1,325
Vacation Home Rental Permit Master Report	report	\$66	\$0	\$66
<b>Qualified Vacation Home Rentals:</b>				
Qualified Vacation Home Rental Application fee	each	\$521	\$14	\$535
Qualified Vacation Home Rental Permit - Annual Fee	4 or less occupants	\$100	\$0	\$100
	5 to 8 occupants	\$150	\$0	\$150
	9 to 12 occupants	\$200	\$0	\$200
	13 or more occupants	\$250	\$0	\$250
<b>Hosted Rental Fees:</b>				
Hosted Rental Permit	each	\$274	\$7	\$281
Hosted Rental Annual Renewal Fee	each	\$274	\$7	\$281
<b>Cannabis Use Permit:</b>				
Cannabis Use Permit	each	\$5,536	\$145	\$5,681
Cost Recovery Deposit Amounts for Cannabis Use Permit and Development Agreement				
a) Retailer / Cultivator / Testing Lab/ Manufacturing/ Distribution	each	\$22,864	\$599	\$23,463
b) Microbusiness	each	\$24,069	\$631	\$24,700
Annual Inspection Fee	each	\$1,999	\$52	\$2,051
Re-Inspection Fee	each	\$851	\$22	\$873
<b>Other Services:</b>				
Zoning Letter	each	\$241	\$6	\$247
Document Copying	page	\$0.10	\$0	\$0.10
Planning Review of Building Permits	per hour/1 hr. min.	\$122	\$3	\$125
Admin Fee for Cost of Collection on Liens, Nuisance, etc.	% of collection costs	25%	\$0	25%
<del>Historic Determination</del>	<del>each</del>	<del>\$227</del>	<del>\$6</del>	<del>\$233</del>
Public Notice Label Preparation	each	\$223	\$6	\$229
Letter of Public Convenience or Necessity	each	n/a	n/a	\$448
<b>Planning Documents:</b>				
General Plan Amendment	each	Fully burdened hourly staff cost and/or cost of consultant-\$8,855 deposit	n/a	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	n/a	Fully burdened hourly staff cost and/or cost of consultant-\$8,855 deposit
<b>Annexation:</b>				
Annexation	each	Fully burdened hourly staff cost	n/a	Fully burdened hourly staff cost
<b>Mobile Vending:</b>				
Location Permit	each	\$571	\$15	\$586
New Vendor Permit	each	\$172	\$5	\$177
Renewal Permit	each	\$86	\$2	\$88
<b>Publicly Visible Art On Private Property:</b>				
Public Murals	each	\$0	\$0	\$0
Non-mural Publicly Visible Art	each	\$250	\$7	\$257

Public Works—Engineering				
Fee Description	Unit	Adopted Fee 4/4/2023	\$ Change	Proposed Fee 2.62%
Street/Property Abandonment	each	\$3,119	\$82	\$3,201
Single-Family Residential Public Works plan review fee	each per hour	<del>\$440</del>	n/a	\$125
Multi-Family Residential Public Works plan review fee (6 units or less)	each per hour	<del>\$508</del>	n/a	\$125
Large Multi-Family Residential Public Works plan review fee (7 or more units)	each	\$1,628	\$43	\$1,671
Commercial Development/Redevelopment Public Works plan review fee (less than 1 acre site)	each	\$508	\$13	\$521
Commercial Development/Redevelopment Public Works plan review fee (greater than 1 acre site)	each	\$1,628	\$43	\$1,671
GIS Fee (special requests for information/maps)	each	\$330	\$9	\$339
Traffic Control Permit	each	\$407	\$11	\$418
Grading Fee < 3 cubic Yards (no fee)	project	\$0	\$0	\$0
Grading Fee 3 - 7 Cubic Yards	project	\$539	\$14	\$553
Grading Fee 8 - 350 Cubic Yards	project	\$911	\$24	\$935
Grading Fee 350+ Cubic Yards	project	\$2,349	\$62	\$2,411
Parcel Merger/Lot Line Adjustment/Parcel Maps (does not include county fees paid directly to El Dorado County)	each per hour	<del>\$2,851</del>	n/a	\$125
Final Subdivision Map (does not include county fees paid directly to El Dorado County)	each per hour	<del>\$6,616</del>	n/a	\$125
Tentative Subdivision Map (does not include county fees paid directly to El Dorado County)	each per hour	<del>\$3,455</del>	n/a	\$125
Obstruction Permit	each	\$292	\$8	\$300
Street Trench Permit (Greater Than 250 Cubic Yards)	each	<del>\$1,441</del>	<del>\$38</del>	<del>\$1,479</del>
Encroachment (Street Cut) Permit/Minor	each	\$729	\$19	\$748
Encroachment (Street Cut) Permit/Major; base + 1.5% of Construction value >\$20,000	each	\$729	\$19	\$748
Transportation Yearly Permit	each	\$148	<del>\$0</del>	<del>\$148</del>
Transportation Single Permit	each	\$105	<del>\$0</del>	<del>\$105</del>
Road Closure, One Day	day	\$454	\$12	\$466
<del>Road Closure, 2-30 days</del>	<del>days</del>	<del>\$747</del>	<del>\$20</del>	<del>\$767</del>
Monitoring Well Permit; price for each well up to 3 wells/locations. Greater than 3 is half price	each up to 3	\$446	\$12	\$458
Monitoring Well Destruction, Each Well	each	\$332	\$9	\$341
<del>Private Trench Crossings in Addition to the Encroachment Fee</del>	<del>each</del>	<del>\$388</del>	<del>\$10</del>	<del>\$398</del>
Stop Work Fee	each	\$687	\$809	\$1,496
<del>Investigation fees (grading work &gt; 3 cubic yards without a City or other TRPA/Water Board Permit)</del>	<del>each</del>	<del>\$625</del>	<del>\$16</del>	<del>\$641</del>
Storm water Inspection Fee: Commercial	each	\$249	\$7	\$256
Storm water Inspection Fee: Commercial Reinspection	each	\$125	\$3	\$128
Storm water Inspection Fee: Industrial	each	\$311	\$8	\$319
Storm water Inspection Fee: Industrial Reinspection	each	\$125	\$3	\$128
Easement Request/Review	each	\$1,349	\$35	\$1,384
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
<del>Special Agreement Review; actual costs on a time and material basis using staff hourly rates against a deposit based on scope estimation</del>	<del>project</del>	<del>Actual</del>	<del>n/a</del>	<del>Actual</del>
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	\$900	\$24	\$924
<del>Street and Traffic Sign Installation, Replacement and Traffic Control Striping; actual costs of City staff, equipment, and materials</del>	<del>each</del>	<del>Actual</del>	<del>n/a</del>	<del>Actual</del>
Special Event Review; includes Base fee then scalable by event size	each	\$3,443	\$90	\$3,533
Facility Setup/Takedown Fee; actual costs of staff which may include overtime if event is after normal business hours	each per hour	Actual	n/a	\$43
Traffic Control Device Rental & Setup; minimum plus actual costs of equipment, labor and/or materials	each	\$215	\$6	\$221
<del>Use of Equipment; base fee plus actual costs of labor</del>	<del>each</del>	<del>Actual</del>	<del>n/a</del>	<del>Actual</del>
Tentative Subdivision Map	each	\$3,455	moved to below Final Subdivision Map	
Condominiumization of Existing Residential Dev.	each	\$1,634	\$43	\$1,677

## Fire Department

Fee Description	Recovery USA	Unit	Adopted Fee 4/4/2023	\$ Change	Proposed Fee 2.62%
Emergency Medical Service:					
Advanced/Basic Life Support, incident response		hourly	\$507 + Medicare Mileage factor	\$13	\$520 + Medicare Mileage factor
Advanced/Basic Life Support - with standby to support air ambulance transport, incident response		hourly	\$983/hr	\$26	\$1,009/hr
Advanced/Basic Life Support - with engine standby for CPR, incident response		hourly	\$983/hr	\$26	\$1,009/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	\$1,103	\$29	\$1,132
Level 2 Extrication	X	hourly	\$1,672	\$44	\$1,716
Level 3 Multi Casualty	X	hourly	\$2,453	\$64	\$2,517
Hazardous Materials Clean-Up:					
Level 1 Basic Response	X	hourly	\$734	\$19	\$753
Level 2 Full Alarm Response	X	hourly	\$2,453	\$64	\$2,517
Bomb Response/Bomb Squad:					
Level 1 Full Alarm Response	X	hourly	\$1,103	\$29	\$1,132
Level 2 Full Alarm Engine Response plus TD Bomb Unit	X	hourly	\$2,453	\$64	\$2,517
Pipeline Breakage/Power Line Incidents:					
Level 1 Single Engine	X	hourly	\$1,103	\$29	\$1,132
Level 2 Full Alarm Engine Response	X	hourly	\$2,453	\$64	\$2,517
Fire Hydrant Flow Test		hourly	\$321	\$8	\$329
Witnessed Acceptance Test		hourly	\$321	\$8	\$329
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	\$2,453	\$64	\$2,517
		hourly per ladder truck	\$2,453	\$64	\$2,517
Emergency Assistance to Boats/Water Incidents: Includes boat responses, swift water and ice rescues, etc.					
Level 1 Single Engine	X	incident	\$1,103	\$29	\$1,132
Rescue: Includes working with Search & Rescue for victim recovery, Rope Rescue, etc.					
Level 1 in City	X	incident	\$780	\$20	\$800
Miscellaneous Fees:					
False Alarm Responses 1st Offense	X	response	\$156	\$4	\$160
False Alarm Responses 2nd Offense	X	response	\$261	\$7	\$268
Open Burning and Recreational Fires		inspection	\$260	\$7	\$267
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	(\$9)	\$0
Fire Incident Report		report	\$46	(\$46)	\$0
Copies		page	\$0.12	(\$0.02)	\$0.10
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	\$427	\$11	\$438
Fire Dance Permit Annual Fee		permit	\$214	\$6	\$220
Per Event Inspection		each	\$56	\$1	\$57
Defensible Space Inspections for AB38 (Real Estate Sale)		per hour	\$70	(\$39)	\$31
Defensible Space Inspections for Homeowners (includes tree marking)		per hour	\$30	\$1	\$31
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	\$197	\$5	\$202
Special Fire Inspections		per hour / 1 hr. min. regular working hours per hour / 3 hr. min. outside of regular working hours	n/a	n/a	\$173
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	\$190	\$5	\$195

## Fire Department (cont.)

Fee Description	Recovery USA	Unit	Adopted Fee 4/4/2023	\$ Change	Proposed Fee 2.62%
<b>Fire Plan Review &amp; Inspection Fees:</b>					
Auto Alarm/Ext System - 10		per inspection	\$236	\$6	\$242
Auto Alarm/Ext System - 100		per inspection	\$575	\$15	\$590
Suppression Sys-50 hds/Dry Chem sys		per inspection	\$236	\$6	\$242
Suppression Sys-200 hds		per inspection	\$575	\$15	\$590
Underground Main <2"		per inspection	\$115	\$3	\$118
Underground Main >2"		per inspection	\$236	\$6	\$242
Board 7 Care Facility 7-50		per inspection	\$132	\$3	\$135
Board 7 Care Facility 50+		per inspection	\$326	\$9	\$335
Day Care Facility 6+		per inspection	\$115	<del>\$10</del>	<del>\$125</del>
<del>Fire Safety Plan Review--SFD</del>		<del>each</del>	<del>\$119</del>	<del>\$3</del>	<del>\$122</del>
Fire <del>Safety</del> Plan Review - Commercial, MFD, Special Event		each	\$250	\$7	\$257
Basic Fire Inspection, <1k sq. ft.		each	\$92	\$2	\$94
Basic Fire Inspection, 1k - 4k sq. ft.		each	\$128	\$3	\$131
Basic Fire Inspection, 4k - 9k sq. ft.		each	\$153	\$4	\$157
Basic Fire Inspection, >9 k sq. ft.		each	\$194	\$5	\$199
Child Care Inspection Occupancy Permit Non-Home		each	\$103	\$3	\$106
Child Care Inspection Occupancy Permit Home		each	\$103	\$3	\$106
Miscellaneous Fire Services		each	At Cost	n/a	At Cost
<del>Fire Inspection/Re-Inspection</del>		<del>each</del>	<del>\$115</del>	<del>\$58</del>	<del>\$173</del>
Operational Permit and Inspection CFC 105.6		each	\$242	\$6	\$248
<del>Tents Structure &gt; 200 sq. ft.</del>		<del>each</del>	<del>\$115</del>	<del>\$3</del>	<del>\$118</del>

## Police Department

Fee Description	Unit	Adopted Fee 4/4/2023	\$ Change	Proposed Fee 2.62%
<b>Special Business Regulation:</b>				
Other Permits - New	each	\$451	\$12	\$463
Other Permits - Renewal	each	\$224	\$6	\$230
Pedicab Permit - Owner/Operator New	each	\$250	\$7	\$257
Pedicab Permit - Owner/Operator Renewal	each	\$88	\$2	\$90
Pedicab Permit - Driver New	each	\$148	\$4	\$152
Pedicab Permit - Driver Renewal	each	\$58	\$2	\$60
Sidewalk Vending Permit - New	each	\$157	\$4	\$161
Sidewalk Vending Permit - Renewal	each	\$26	\$1	\$27
<b>Other Police Functions:</b>				
Misdemeanor Booking	per booking	\$42	\$1	\$43
Fingerprinting	each	\$25	\$1	\$26
Live Scan Fingerprinting	each	\$18	\$0	\$18
Local Criminal Clearance Letter	each	\$10	\$0	\$10
Towed Vehicle Release	each	\$157	\$4	\$161
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	\$0.11	\$0.00	\$0.11
<del>Civil Subpoena</del>	<del>each</del>	<del>\$294</del>	<del>\$8</del>	<del>\$302</del>
Restitution Rate	each	actual cost at fully burdened rate	n/a	actual cost at fully burdened rate
<del>Subpoena-Duces-Tecum</del>	<del>page + hourly + microfilm</del>	<del>10 + \$25 per hour per person + \$20 per microfilm</del>	<del>n/a</del>	<del>10 + \$25 per hour per person + \$20 per microfilm</del>
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	\$42	\$1	\$43
Ski Run Blvd. Vehicle Control	hourly	actual cost at fully burdened rate	n/a	actual cost at fully burdened rate
<del>Police Report Copy</del>	<del>pages</del>	<del>\$5</del>	<del>\$0</del>	<del>\$5</del>
Tape Duplication - Audio	tape	\$21	\$1	\$22
Tape Duplication - Video	tape	\$21	\$1	\$22
Crime Scene/Police Photo Reproduction (CD photo)	CD	\$21	\$1	\$22
<del>Special Event Review/Permit (Small Event): 124 or less</del>	<del>permit</del>	<del>\$83</del>	<del>\$2</del>	<del>\$85</del>
<del>Special Event Review/Permit (Medium Event): 125-299</del>	<del>permit</del>	<del>\$165</del>	<del>\$4</del>	<del>\$169</del>
<del>Special Event Review/Permit (Large Event): 300 or more</del>	<del>permit</del>	<del>\$328</del>	<del>\$9</del>	<del>\$337</del>
<del>Non-Profit Special Event Review/Permit (Small Event): 124 or less</del>	<del>permit</del>	<del>\$62</del>	<del>\$2</del>	<del>\$64</del>
<del>Non-Profit Special Event Review/Permit (Medium Event): 125-299</del>	<del>permit</del>	<del>\$124</del>	<del>\$3</del>	<del>\$127</del>
<del>Non-Profit Special Event Review/Permit (Large Event): 300 or more</del>	<del>permit</del>	<del>\$246</del>	<del>\$6</del>	<del>\$252</del>

Police Department (cont.)				
Fee Description	Unit	Adopted Fee 4/4/2023	\$ Change	Proposed Fee 2.62%
<b>Taxicab Fees:</b>				
Taxicab Company Permit	Annual	\$5	\$0	\$5
Taxicab Vehicle Permit	Annual per vehicle	\$5	\$0	\$5
Taxicab Driver Permit	Annual	\$26	\$1	\$27
<b>Police False Alarm Response:</b>				
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	\$1	\$40
Renewal Permit - Resident, every 3 years	permit	\$19	\$0	\$19
Initial Permit Application - Business, 1 year period	permit	\$39	\$1	\$40
Renewal Permit - Business, every year	permit	\$19	\$0	\$19
<b>Vacation Home Rentals - Tourist Core:</b>				
Vacation Home Rental Permit - Late Fee On Renewal	violation	Counted as violation	n/a	Counted as violation
Vacation Home Rental Permit Master Report	report	\$63	\$3	\$66
Vacation Home Rental Permit Label Report	report	\$60 + cost of labels	\$2	\$62 + cost of labels
Vacation Home Rental Permit - Annual Fee - Tourist Core	4 or less occupants	\$200	\$0	\$200
	5 to 8 occupants	\$350	\$0	\$350
	9 to 12 occupants	\$650	\$0	\$650
	13 or more occupants	\$850	\$0	\$850
	Fractional	\$19.23 to \$850	\$0	\$19.23 to \$850
<b>Vacation Home Rentals - Non-Tourist Core:</b>				
Vacation Home Rental Application fee	each	\$521	\$14	\$535
Vacation Home Rental Permit - Annual Fee - Non-Tourist Area	4 or less occupants	\$250	\$0	\$250
	5 to 8 occupants	\$500	\$0	\$500
	9 to 12 occupants	\$1,000	\$0	\$1,000
	13 or more occupants	\$1,325	\$0	\$1,325
	report	\$66	\$0	\$66
Vacation Home Rental Permit Master Report	report	\$66	\$0	\$66
<b>Qualified Vacation Home Rentals:</b>				
Qualified Vacation Home Rental Application fee	each	\$521	\$14	\$535
Qualified Vacation Home Rental Permit - Annual Fee	4 or less occupants	\$100	\$0	\$100
	5 to 8 occupants	\$150	\$0	\$150
	9 to 12 occupants	\$200	\$0	\$200
	13 or more occupants	\$250	\$0	\$250
<b>Hosted Rental Fees:</b>				
Hosted Rental Permit	each	\$274	\$7	\$281
Hosted Rental Annual Renewal Fee	each	\$274	\$7	\$281
<b>Parking Program:</b>				
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	\$.50 per 20 min/up to \$5	\$0	\$.50 per 20 min/up to \$5
Holiday Rates (can include days before/after Holiday)	Double Regular Rates	\$2.50/\$50	\$0	\$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	\$41	\$0	\$41
<b>Cannabis:</b>				
Public Safety License Fee	each	\$1,190 + \$85 x's # of employees (fingerprint/background)	\$0	\$1,190 + \$85 x's # of employees (fingerprint/background)
Public Safety License Renewal Fee	each	\$1,190 + \$85 x's # of employees (fingerprint/background)	\$0	\$1,190 + \$85 x's # of employees (fingerprint/background)
Public Safety License Amendment Fee	each	n/a	n/a	\$300
<b>Public Safety Mitigation Fee Amounts:</b>				
Retailer	each	\$13,750	\$0	\$13,750
Microbusiness with Retail	each	\$21,250	\$0	\$21,250
Testing Lab/Manufacturer, Cultivator, Distributor, Microbusiness without Retail	each	\$7,500	\$0	\$7,500
Delivery Component	each	\$5,000	\$0	\$5,000
<b>Shared Mobility:</b>				
Shared Mobility Device Fee	per device	\$79	\$2	\$81

## Police Department (cont.)

Fee Description	Unit	Adopted Fee 4/4/2023	\$ Change	Proposed Fee 2.62%
<b>Parking Citations:</b>				
<b>City Code:</b>				
4.25.300 - Parking, Restricted Parking	Occurrence	\$75	\$0	\$75
4.25.300 (C) - Heavenly Valley No Parking/RPP Area	Occurrence	Adopted 8/8/2023	n/a	\$300
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
<b>California Vehicle Codes:</b>				
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
22500i - Park in Bus Loading Zone	Occurrence	\$75	\$0	\$75
22507 (a) - Heavenly Valley No Parking/RPP Area	Occurrence	Adopted 8/8/2023	n/a	\$300
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
<b>Administrative Citations*</b>				
<b>City Code:</b>				
2.30.060 (E) - Administrative Fee for Administrative Citations	Occurrence	\$20	\$0	\$20
2.30.080 (A) - Administrative Hearing Fee for Administrative Citations	Occurrence	\$100	\$0	\$100
3.35.040 - No Business License	Occurrence	\$100	\$0	\$100
3.50.380 (B) - Unpermitted VHR - Owner/Agent Responsible	First occurrence Second occurrence within year Subsequent occurrence within year	\$1,000	\$500 \$2,000 \$4,000	\$1,500 \$3,000 \$5,000
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/Agent Responsible)	First occurrence Second occurrence within year Subsequent occurrence within year	\$250	\$1,250 \$2,750 \$4,750	\$1,500 \$3,000 \$5,000
3.50.440 (C) - Vacation Home Rental (Commercial Activity Prohibited - Occupant and Owner/Agent Responsible)	First occurrence Second occurrence within year Subsequent occurrence within year	\$500	\$1,000 \$2,500 \$4,500	\$1,500 \$3,000 \$5,000
3.50.440 (D) - Vacation Home Rental (Compliance with SLTCC - Owner/Agent Responsible)	First occurrence Second occurrence within year Subsequent occurrence within year	\$1,000	\$500 \$2,000 \$4,000	\$1,500 \$3,000 \$5,000
3.50.440 (E) - Vacation Home Rental (Posting of Permit - Owner/Agent Responsible)	First occurrence Second occurrence within year Subsequent occurrence within year	\$1,000	\$500 \$2,000 \$4,000	\$1,500 \$3,000 \$5,000
3.50.440 (F) - Vacation Home Rental (Marketing/Advertising Requirements - Owner/Agent Responsible)	First occurrence Second occurrence within year Subsequent occurrence within year	\$1,000	\$500 \$2,000 \$4,000	\$1,500 \$3,000 \$5,000
3.50.440 (G) - Vacation Home Rental (Authorization to Inspect - Owner/Agent Responsible)	First occurrence Second occurrence within year Subsequent occurrence within year	\$1,000	\$500 \$2,000 \$4,000	\$1,500 \$3,000 \$5,000
3.50.440 (H) - Vacation Home Rental (Outdoor Spas/Hot Tubs prohibited between 10 p.m.-8 a.m. - Occupant and Owner/Agent Responsible)	First occurrence Second occurrence within year Subsequent occurrence within year	\$500	\$1,000 \$2,500 \$4,500	\$1,500 \$3,000 \$5,000

## Police Department (cont.)

Fee Description	Unit	Adopted Fee 4/4/2023	\$ Change	Proposed Fee 2.62%
<b>Administrative Citations (cont.)*</b>				
<b>City Code:</b>				
3.50.440 (I) - Vacation Home Rental (Interior Signage - Owner/Agent Responsible)	First occurrence	\$1,000	\$500	\$1,500
	Second occurrence within year		\$2,000	\$3,000
	Subsequent occurrence within year		\$4,000	\$5,000
3.50.440 (J) - Vacation Home Rental (Exterior Signage - Owner/Agent Responsible)	First occurrence	\$1,000	\$500	\$1,500
	Second occurrence within year		\$2,000	\$3,000
	Subsequent occurrence within year		\$4,000	\$5,000
3.50.440 (K) - Vacation Home Rental (Parking Requirements - Occupant and Owner/Agent Responsible)	First occurrence	\$250	\$1,250	\$1,500
	Second occurrence within year		\$2,750	\$3,000
	Subsequent occurrence within year		\$4,750	\$5,000
3.50.440 (L) - Vacation Home Rental (Noise and Amplified Music Prohibited between 10 p.m. - 8 a.m. - Occupant and Owner/Agent Responsible)	First occurrence	\$500	\$1,000	\$1,500
	Second occurrence within year		\$2,500	\$3,000
	Subsequent occurrence within year		\$4,500	\$5,000
3.50.440 (M) - Vacation Home Rental (Emergency Lighting - Owner/Agent Responsible)	First occurrence	\$1,000	\$500	\$1,500
	Second occurrence within year		\$2,000	\$3,000
	Subsequent occurrence within year		\$4,000	\$5,000
3.50.440 (N) - Vacation Home Rental (Lighting Design - Owner/Agent Responsible)	First occurrence	\$1,000	\$500	\$1,500
	Second occurrence within year		\$2,000	\$3,000
	Subsequent occurrence within year		\$4,000	\$5,000
3.50.440 (O) - Vacation Home Rental (Parking of Commercial Vehicle - Occupant and Owner/Agent Responsible)	First occurrence	\$250	\$1,250	\$1,500
	Second occurrence within year		\$2,750	\$3,000
	Subsequent occurrence within year		\$4,750	\$5,000
3.50.440 (P) - Vacation Home Rental (Records Relating to VHR - Owner/Agent Responsible)	First occurrence	\$1,000	\$500	\$1,500
	Second occurrence within year		\$2,000	\$3,000
	Subsequent occurrence within year		\$4,000	\$5,000
3.50.440 (Q) - Vacation Home Rental (Camping Prohibited - Occupant and Owner/Agent Responsible)	First occurrence	\$500	\$1,000	\$1,500
	Second occurrence within year		\$2,500	\$3,000
	Subsequent occurrence within year		\$4,500	\$5,000
3.50.440 (R) - Vacation Home Rental (Trash/Bear Boxes Required - Owner/Agent Responsible)	First occurrence	\$1,000	\$500	\$1,500
	Second occurrence within year		\$2,000	\$3,000
	Subsequent occurrence within year		\$4,000	\$5,000
3.50.450 (D) Vacation Home Rental (Operating without a Permit) (Owner/Agent Responsible)	First occurrence	\$1,000	\$500	\$1,500
	Second occurrence within year		\$2,000	\$3,000
	Subsequent occurrence within year		\$4,000	\$5,000
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
<del>6.40 - Political Signs</del>	<del>Occurrence</del>	<del>\$100</del>	<del>\$0</del>	<del>\$100</del>
6.40.050 - Noncompliant Sign	Occurrence	\$100	\$0	\$100
<del>6.40.080 - Garage Sale Signs</del>	<del>Occurrence</del>	<del>\$50</del>	<del>\$0</del>	<del>\$50</del>
6.55.280 - No Home Occupation Permit	Occurrence	\$100	\$0	\$100
<del>6.55.810 - Marijuana</del>	<del>Occurrence</del>	<del>\$1,000</del>	<del>\$0</del>	<del>\$1,000</del>
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
<b>*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. Except for Vacation Home Rental violations, under no circumstances shall a penalty be greater than \$1,000.</b>				

Airport				
Fee Description	Unit	Adopted Fee 4/4/2023	\$ Change	Proposed Fee 2.62%
Offices	square foot or agreement	\$2.30	\$0	\$2.30
Ground Lease Rate	square foot or agreement	\$0.34	\$0.01	\$0.35
Gratuitous Transportation	vehicle	\$58	\$2	\$60
Conference/Meeting Room hourly rental	hour	\$31	\$1	\$32
Conference/Meeting Room daily rental	day	\$309	\$8	\$317
Restaurant Facilities	Per agreement	Per agreement	n/a	Per agreement
Airport Terminal Lobby (upper/lower) hourly rental	hour	\$61	\$2	\$63
Airport Terminal Lobby (upper/lower) daily rental	day	\$372	\$10	\$382
Advertising	Negotiated	Negotiated	n/a	Negotiated
Advertising "Paper" Pick-Up Ads	monthly	\$79	\$2	\$81
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
<b>Commercial Filming:</b>				
Small Scale Commercial Filming (less than 50 persons); waived if City promotion	per day/winter	\$449	\$12	\$461
Small Scale Commercial Filming (less than 50 persons); waived if City promotion	per day/summer	\$748	\$20	\$768
Large Scale Film Production (film crew larger than 50 persons) - Prep / Strike Location	per day	\$335	\$9	\$344
Large Scale Film Production (film crew larger than 50 persons) - Filming Days	per day	\$5,575	\$146	\$5,721
Airport Escort Required on Filming Days	per day	\$279	\$7	\$286
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	n/a	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	n/a	Fully Burdened Rate of Employee Used
<b>*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.</b>				
<b>Aviation Use of Airfield</b>				
GA Ramp Fee for A/C under 5,000 lbs	day	\$10	\$0	\$10
GA Ramp Fee for A/C over 5,001 lbs "paid with landing fee"	day	\$24	\$1	\$25
Monthly Tie Down Fee	Flat Rate	\$75	\$2	\$77
Landing Fee	Helicopter Takeoff Weight			
	3,001+	\$50.00 flat rate	\$0	\$50.00 flat rate
Landing Fee	FixedWingTakeoffWeightPer1,000lbs.			
	5,501 - 19,000	\$8.00	\$0	\$8
	20,000 - 49,000	\$10.00	\$0	\$10
	50,000+	\$12.00	\$0	\$12
Fuel Flowage Fee	per gallon/per agmt	\$0.20	\$0	\$0.20
<b>Building:</b>				
All Hangars (Box and Tee)	per square foot	\$0.96	\$0	\$0.96
All Storage Units (Aeronautical Use)	per square foot	\$0.96	\$0	\$0.96
All Storage Units (Non-Aeronautical Use)	per-square-foot Aeronautical use fee plus 10%	\$0.96	n/a	Aeronautical use fee plus 10%
<b>Other Fees:</b>				
Parking	per space	\$100	\$3	\$103
Airport Parking Lot Rental 100 Spaces	1/2 Parking Lot	\$1,115/day	\$29	\$1,144/day
Ground Transportation - Limousine; yearly	per company	\$740	\$19	\$759
Gratuitous Transportation - Taxi Cab; yearly, negotiable	vehicle	\$37	\$1	\$38
North GA or Terminal Ramp; hourly, 300 linear feet full width	hourly	\$309	\$8	\$317
North GA or Terminal Ramp; day, 300 linear feet full width	day	\$3,713	\$97	\$3,810
Taxiway A between H and J- North End; hourly	hourly	\$309	\$8	\$317
Taxiway A between H and J- North End; daily	day	\$3,713	\$97	\$3,810
Local Emergency Agency Training Ramp Use (Non Airport Emergency)	yearly	n/a	n/a	\$5,000
Airport Technician	Fully burdened hourly rate	Fully burdened hourly rate	n/a	Fully burdened hourly rate
Dump Truck, Sander, Grader, Loader	hourly	\$211	\$6	\$217
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	\$250	\$0	\$250
Airport Lease Security Deposit (refundable deposit)	each	\$750	\$0	\$750
Airport Key Card (refundable deposit)	each	\$50	\$0	\$50
Lost/Stolen Key Card Replacement (non- refundable)	each	\$50	\$0	\$50
Airport Hangar Key (refundable deposit)	each	\$25	\$0	\$25
Lost/Stolen Hangar Key Card Replacement (non- refundable)	each	\$25	\$0	\$25
<b>**Local Emergency Agency Partners conducting training exercises to improve interagency airport emergency response is exempted from use fees.</b>				

City Clerk				
Fee Description	Unit	Adopted Fee 4/4/2023	\$ Change	Proposed Fee 2.62%
Appeals	per appeal	\$362	\$9	\$371
Document Printing and Copying - .10 per page plus postage	document page	\$0.10	\$0	\$0.10
City Council Chambers Use Application Fee	per application	\$26	\$1	\$27
City Council Chambers Rental, M-F, 8-5 p.m.	per hour	\$42	\$1	\$43
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	\$1	\$0	\$1
Agenda Mailing Service, .10 per page plus postage	agenda	.10 per page plus postage	\$0	.10 per page plus postage
Filming Application Fee	application	\$187	\$5	\$192
Public Property Use Fee (for filming only)	use	\$730	\$19	\$749
Temporary Sign Deposit (yard signs)	campaign	\$166	\$4	\$170

Finance				
Fee Description	Unit	Adopted Fee 4/4/2023	\$ Change	Proposed Fee 2.62%
<b>Business and Professions Tax Rates:</b>				
Schedule A (per \$1,000 gross receipts)	per 1,000 gross receipts	\$1.07	\$0	\$1.07
Schedule B (per \$1,000 gross receipts)	per 1,000 gross receipts	\$1.62	\$0	\$1.62
Schedule C (per \$1,000 gross receipts)	per 1,000 gross receipts	\$2.14	\$0	\$2.14
Schedule D (per \$1,000 gross receipts)	per 1,000 gross receipts	\$2.69	\$0	\$2.69
Schedule E (per \$1,000 gross receipts)	per 1,000 gross receipts	\$3.22	\$0	\$3.22
Schedule N (non-profit 501(c)(3); veterans; etc.)	n/a	\$0.00	\$0	\$0.00
Maximum Annual Amount of Tax (Measure B, June 2012)	application	\$20,000	\$0	\$20,000.00
Administrative Fee - New license application (Including \$12 Business License Technology Fee)	application	\$81	\$2	\$83
Administrative Fee - New Business One Time 6 Month License Application	application	\$40	\$1	\$41
Administrative Fee - Annual Renewal (Including Business License Technology Fee)	application	\$63	\$2	\$65
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	\$12	\$0	\$12
Business License Certificate - duplicate copy	certificate	\$19	\$0	\$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	\$83	\$2	\$85
<b>TOT and Business License Reports:</b>				
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	\$60	\$2	\$62
Individual TOT Report	per motel/per year	\$18	\$0	\$18
Vacation Home Rental Master Report	per report	\$60	\$6	\$66
Vacation Home Rental Label Report	per report	\$60 + cost of labels	\$2	\$62 + cost of labels
Business License Master Report, Standard Format	per report	\$60	\$2	\$62
Business License Master Report Requiring Specific Formatting Due to Information Request	per report	\$60 + fully burdened hourly rate	\$2	\$62 + fully burdened hourly rate
Business License Label Report	per report	\$60 + cost of labels	\$2	\$62 + cost of labels
<b>Miscellaneous Fees:</b>				
Returned Check (NSF) Processing	per check	\$26	\$1	\$27
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**

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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.

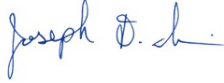
The City's options for collection are:

- 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.

# City of South Lake Tahoe

## Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: February 27,  
2024

Agenda Item #: 8



### **Agenda Item:** Citizen Appointments to Boards and Commissions

**Executive Summary:** At their January 23 meeting, Council made appointments to various Boards and Commissions and directed the City Clerk to continue to solicit applications to the Arts, Culture, and Tourism Commission, Police Advisory Commission, Building Board of Appeals, El Dorado County Commission on Aging, and bring back appointments to the February 27 meeting. The City Clerk has received applications for all but the Building Board of Appeals and will continue to solicit until filled.

**Requested Action / Suggested Motions:** 1) Interview applicants; City Council may act on the following or provide direction to the City Clerk; 2) Pass a Motion appointing one member (youth or at large) and one non-voting representative (Lake Tahoe Visitors Authority or the Lodging Association) to serve two-year terms to the Arts, Culture, and Tourism Commission; 3) Pass a Motion appointing two members to serve two-year terms on the Police Advisory Commission; 4) Pass a Motion appointing one representative to the El Dorado County Commission on Aging; Direct the City Clerk to continue to solicit applications to the Building Board of Appeals until filled.

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

**Reviewed and Approved By:** Heather Stroud, City Attorney

### **Attachments:**

- [01-Staff Report - Citizen Commissions and Boards.docx](#)
- [02-Greer \(at large\)\\_Redacted.pdf](#)
- [03-Muat \(LTVA\)\\_Redacted.pdf](#)
- [04-Zunino\\_Redacted.pdf](#)
- [05-Roberts\\_Redacted.pdf](#)
- [06-Roberts - EDC COA\\_Redacted.pdf](#)



# City of South Lake Tahoe

## Report to City Council

**Meeting Date: February 27, 2024**

**Title: Citizen Appointments to Commissions and Boards**

**Location:** Citywide

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

**Background:** At their January 23, 2024, meeting, Council made appointments to the Planning Commission and Parks and Recreation Commission. Council provided direction to the City Clerk to re-solicit and bring back appointments to the Arts, Culture and Tourism Commission, Police Advisory Commission, Building Board of Appeals, and the El Dorado County Commission on Aging.

**Issue and Discussion:** The City Clerk received applications for all but on Board. City Council may make appointments from the applications received or direct the City Clerk to continue to solicit additional applications. The Building Board of Appeals did not receive any applications. The City Clerk will continue to solicit applications until the positions are filled.

**Arts, Culture, and Tourism Commission:** One (1) youth member (if no youth member applies an at large member may be selected) and one (1) non-voting representative of the Lake Tahoe Visitors Authority or the Lodging Association to serve two-year terms.

- Stacy Greer (At Large)
- Kathryn Muat (Lake Tahoe Visitors Authority)

**Police Advisory Commission:** Two (2) members to serve two-year terms.

- Justin Zunino
- Keith Roberts

**El Dorado County Commission on Aging:** (City Council Representative, considered annually) One representative to the El Dorado County Commission on Aging.

- Keith Roberts

**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 2024-16 and conforms to City Council Protocols.

**CITY OF SOUTH LAKE TAHOE**  
**VOLUNTEER COMMISSION/BOARD MEMBER APPLICATION**



Please Legibly Print or Type

NAME:	FIRST STACY	MIDDLE INITIAL C	LAST GREER	COMMITTEE AND/OR CATEGORY APPLYING FOR: ARTS, CULTURE & TOURISM	
RESIDENCE:	STREET ADDRESS [REDACTED] SOUTH LAKE TAHOE CA 96150		CITY	STATE	ZIP CODE
MAILING ADDRESS:	P.O. BOX		CITY	STATE	ZIP CODE
RESIDENCY: (Please select one)					
CITY RESIDENT <input checked="" type="checkbox"/> EL DORADO COUNTY RESIDENT <input type="checkbox"/> DOUGLAS COUNTY RESIDENT <input type="checkbox"/> STATE OF NEVADA RESIDENT <input type="checkbox"/>					
PHONE NUMBER(S):	RESIDENCE:	BUSINESS:		EMAIL ADDRESS:	
[REDACTED]					
EMPLOYER: CREATIVE INK					
EDUCATION/EXPERIENCE:					
Please see attached.					
PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:					
WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?					
Please see attached					
Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?					
YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>					
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 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 <input checked="" type="checkbox"/> NO <input type="checkbox"/>					
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:	SIGNATURE: [REDACTED]				
12/21/23					

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

# STACY GREER

## CHIEF MARKETING OFFICER

### PROFESSIONAL SUMMARY

**Marketing and development executive** with a focus on growth and operating with an **entrepreneurial spirit**. Demonstrates an innovative and competitive approach to creativity, coupled with a **people-first leadership style**, to drive meaningful change and **deliver exceptional results**.

Possesses a deep understanding of marketing, events, and operations, and expertly navigates ambiguity to **forge strategic partnerships and achieve fundraising goals while increasing revenue streams**. Proven success in managing and revitalizing brands and developing corporate narratives that resonate with diverse audiences.

Collaborative leader in both **private and non-profit sectors**, dedicated to **fostering an engaged and empowered work culture** through team leadership, continual training, and an effective management style.

### WORK HISTORY

#### *Chief Marketing Officer, 2022 – 2023*

##### **Calturas Capital & NAI Northgate CRE – Private Equity**

- Assumed overall leadership and direction for the organization's marketing and communication programs and initiatives, utilizing strong strategic thinking and execution skills to drive results
- Spearheaded the development and implementation of a comprehensive marketing function that established the messaging, branding, digital presence, product support, demand generation, content creation, research, and innovator for three organizations
- Directed a team of four staff members, maximizing performance by monitoring daily activities and mentoring team members
- Examined market trends, competition, and consumer behavior through primary and secondary research; created a new brand messaging strategy that drove a 25% increase in website traffic and led to a 20% increase in sales
- Conducted market research and identified new opportunities for customer segments, products, and markets to expand the business
- Championed top-down restructuring of marketing and operations strategy; led the team to a 50% increase in productivity and improved overall organizational efficiency by 30%

#### *Director of National Marketing & Communications, 2020 - 2022*

##### **HomeAid America – National Nonprofit Ending Homelessness**

- Supervised and managed a team of 6 direct reports located across the country; leading and coordinating efforts to achieve company goals and objectives
- Analyzed brand performance, competitive landscape, and industry trends to create a 3-year roadmap for the brand's evolution toward greater innovation and differentiation
- Designed a public relations strategic plan to clearly communicate the vision and mission of HomeAid, with a focus on marketing, enrollment, external relations, and development
- Developed a recruiting strategy, business plan, and forecast, and managed an annual budget to create cost-effective recruiting strategies



South Lake Tahoe, CA

Open to Relocation



### ACCOMPLISHMENTS

- Created B2B brand for a salon suite business, **achieving a 95% occupancy rate at the flagship location on opening day** through effective brand awareness, targeted social media campaigns, and targeted advertising efforts
- **Rebranded twenty organizations at once to align into one cohesive brand** by establishing a common language, visual aesthetic, unique positioning, and brand awareness
- **Increased attendance and sponsorship by 50%** for the largest annual event **doubling revenue year-over-year** through aggressive marketing and business development activities
- Strategically built frameworks and tools, which **optimized program-specific initiatives** and supported new areas of exploration to increase efficiencies within department saving over \$100k per year
- Orchestrated a **data-driven 6-month long membership campaign** using a multi-channel marketing mix, including paid search and social media ads, email marketing, and SMS to attract and convert new members; ultimately **raised membership by 28%**

### SKILLS

- Digital Marketing Strategy
- Social Media Marketing
- Email Marketing
- SEO
- Fundraising & Campaign Development
- Brand Development & Management
- Lead Generation
- Strategic Partnerships
- Competitive Analysis
- Small- & Large-Scale Event Production
- Nonprofit & Board Management
- P&L & Budgets
- Website Design & Development

**Director of National Marketing & Communications, 2020 - 2022**  
**HomeAid America, continued**

- Led the marketing department in the development of marketing and communication standards, including collateral materials, website content, newsletters, video and podcast scripts, social media campaigns, advertisements, bios, and other communications
- Transformed HomeAid's brand and program naming architecture to increase cohesion within the company's offerings of organic and newly acquired partnerships across the country
- Built and maintained strong internal and external relationships with key stakeholders to collaborate and drive results for the organization's initiatives and programs
- Analyzed the performance of content to optimize future content creation, incorporating data and research into the creative development process
- Identified opportunities to expand the company into new channels and led the implementation of creative solutions to capitalize on opportunities with target audiences

**District Council Director, 2017 - 2020**

**Urban Land Institute – Global Nonprofit Research & Education Institute**

- Led the implementation of an organization-wide structural redevelopment for aimed at improving productivity, marketing, member capacity, and promoting organizational priorities while enhancing collaborative cohesion
- Served as the primary liaison to the organization's internal department heads, executive leadership team, Board of Directors, member-led groups, and key stakeholders, communicating and coordinating event and membership related education and activities
- Led organization’s annual fundraising campaign and activities, including grant writing and reporting, individual and corporate giving, and the planning and implementation of fundraising events executed internally and with outsourced partners
- Implemented fundraising strategies to cultivate donor loyalty and growth.
- Managed site tours, programming content, speakers, and meetings for members across the country, ensuring a cohesive and high-quality experience for all attendees
- Implemented data-driven evaluations of conference experiences, resulting in a 45% year-over-year improvement in conference evaluation metrics
- Influenced leadership and direction to the team, fostering a positive and productive work environment

**Marketing & Events Director, 2014 - 2017**

**Shopoff Realty Investments – Real Estate Investments**

- Analyzed market research to identify consumer requirements and opportunities, defined market share, evaluated competitor's strengths and weaknesses, and forecasted projected business in the target market to inform marketing strategies
- Developed and executed a public relations strategy focused on building connections and identifying opportunities, resulting in increased earned media coverage
- Led the planning, organization, and management of due diligence meetings, conferences, and special events for corporate, private client groups, and retail divisions, ensuring a seamless and successful experience for all attendees

**EDUCATION**

- **Bachelor of Science in Communication (Major), Marketing & Sales (Minor)**  
**University of Phoenix - Phoenix, AZ**

**CERTIFICATIONS**

- **Digital Marketing Intensive,**  
**Columbia Business School**

**EARLY WORK HISTORY**

- Events and Administrative Associate -  
Orange County Transportation  
Authority (2010 - 2014)
- Tenant Services Coordinator - California  
Commercial Real Estate/Property  
Management (2009 - 2010)
- Office Manager/Project Assistant -  
Renaissance Builders (2006 - 2009)

# STACY GREER

December 21, 2023

Application for Arts, Culture and Tourism Commission | South Lake Tahoe | Supplemental Answers

## 1. EDUCATION/EXPERIENCE

- a. I hold a Bachelor of Science in Communication, majoring in Marketing & Sales from the University of Phoenix, and a Digital Marketing certification from Columbia Business School. My professional journey includes roles as Chief Marketing Officer, Director of National Marketing & Communications, and earlier marketing and events management positions. My expertise spans brand management, digital marketing, strategic partnerships, and team leadership, predominantly in growth-focused and innovative environments.

## 2. WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?

- a. The commission is dedicated to shaping cultural policy and ensuring equitable access to diverse arts and cultural programming. It focuses on enhancing community vitality and economic prosperity for both residents and visitors. Key responsibilities include fostering local artistic representation, leveraging art and culture to strengthen community bonds, promoting artistic excellence, encouraging interagency collaboration, and supporting economic vitality through equitable financial frameworks for artists. The commission aims to create a master plan for Arts, Culture, and Tourism, identify funding and venues for public art, ensure inclusive opportunities, foster cultural stewardship, and remodel public art processes.
- b. Given my skill set and passions, aligned with the goals of the South Lake Tahoe Arts, Culture, and Tourism Commission, I aspire to:
  - i. Utilize my marketing and communication expertise to elevate the visibility and reach of the Commission's initiatives, ensuring wider community engagement and stronger cultural participation.
  - ii. Apply my experience in brand management and digital marketing to enhance the Tahoe Experience, creating a distinctive and appealing artistic identity for South Lake Tahoe.
  - iii. Leverage my background in working with non-profits and diverse sectors to foster meaningful collaborations, crucial for the Commission's goal of interagency collaboration and cultural stewardship.
  - iv. Employ my skills in strategic partnerships and fundraising to identify new funding sources, supporting the Commission's economic vitality goal, and ensuring sustainable support for local artists.
  - v. Contribute to the development and implementation of the Arts, Culture, and Tourism Master Plan, utilizing my strategic planning experience to ensure its success and alignment with community needs and values.

**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:	
				CITY	STATE
					ZIP CODE
MAILING ADDRESS:	P.O. BOX		CITY	STATE	ZIP CODE
RESIDENCY: (Please select one)					
CITY RESIDENT    EL DORADO COUNTY RESIDENT    DOUGLAS COUNTY RESIDENT    STATE OF NEVADA RESIDENT					
PHONE NUMBER(S):	RESIDENCE:	BUSINESS:		EMAIL ADDRESS:	
EMPLOYER:					
EDUCATION/EXPERIENCE:					
PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:					
WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?					
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:					
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:		SIGNATURE: <span style="background-color: black; color: black;">[REDACTED]</span>			

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:	
Justin R. Zunino			Police Advisory Commission	
RESIDENCE:	STREET ADDRESS	CITY	STATE	ZIP CODE
		SLT	CA	96150
MAILING ADDRESS:	P.O. BOX	CITY	STATE	ZIP CODE
SAME				
RESIDENCY: (Please select one)				
CITY RESIDENT <input type="checkbox"/> EL DORADO COUNTY RESIDENT <input checked="" type="checkbox"/> DOUGLAS COUNTY RESIDENT <input type="checkbox"/> STATE OF NEVADA RESIDENT <input type="checkbox"/>				
PHONE NUMBER(S):	RESIDENCE:	BUSINESS:	EMAIL ADDRESS:	
EMPLOYER:				
Lake Tahoe Unified School District				
EDUCATION/EXPERIENCE:				
MA in Ed Leadership, Principal STHS, Former LTUSD Safety Coord.				
PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:				
I regularly connect with many service organizations as principal at STHS.				
however, I'm not member of any one particular community organization.				
WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?				
Commissioner, I see it as my responsibility to listen and positively engage				
with our community, to seek resolution and support of our citizens.				
Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?				
YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>				
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 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 <input checked="" type="checkbox"/> NO <input type="checkbox"/>				
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 sub				
DATE: 2/5/24				
Please note that the information provided on this application, including address, phone number and email address will become a matter of public record.				

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sblankenship@cityofslt.us

**CITY OF SOUTH LAKE TAHOE**  
**VOLUNTEER COMMISSION/BOARD MEMBER APPLICATION**



Please Legibly Print or Type

<b>NAME:</b>		<b>FIRST</b>	<b>MIDDLE INITIAL</b>	<b>LAST</b>	<b>COMMITTEE AND/OR CATEGORY APPLYING FOR:</b>	
		Keith	J	Roberts	Police Advisory Commission	
<b>RESIDENCE:</b>	<b>STREET ADDRESS</b>			<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>
	[REDACTED] South Lake Tahoe CA 96150					
<b>MAILING ADDRESS:</b>	<b>P.O. BOX</b>			<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>
	[REDACTED] South Lake Tahoe CA 96150					
<b>RESIDENCY: (Please select one)</b>						
<b>CITY RESIDENT</b> <input checked="" type="checkbox"/> <b>EL DORADO COUNTY RESIDENT</b> <input type="checkbox"/> <b>DOUGLAS COUNTY RESIDENT</b> <input type="checkbox"/> <b>STATE OF NEVADA RESIDENT</b> <input type="checkbox"/>						
<b>PHONE NUMBER(S):</b>		<b>RESIDENCE:</b>		<b>BUSINESS:</b>	<b>EMAIL ADDRESS:</b>	
[REDACTED]		[REDACTED]		[REDACTED]	[REDACTED]	
<b>EMPLOYER:</b>						
Tahoe Investment Capital and Stewardship						
<b>EDUCATION/EXPERIENCE:</b>						
<b>PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:</b>						
<b>South Lake Tahoe Planning Commisioner, LTCC Culinary Advisory Committee</b>						
<b>WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?</b>						
Support our South Lake Tahoe Police reviewing and advising on regulation compliance and department organaztional challenges						
<b>Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?</b>						
YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>						
<b>Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:</b>						
<b>If appointed to the Airport Land Use Commission, Planning Commission, Building Board of Appeals, Parks &amp; 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?</b>						
YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>						
<b>CERTIFICATE OF APPLICANT:</b>						
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.						
<b>DATE:</b>		<b>SIGNATURE:</b>				
2/3/24		[REDACTED]				
Please note that the information provided on this application, including address, phone number and email address will become a matter of public record.						

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sblankenship@cityofslt.us

**CITY OF SOUTH LAKE TAHOE**  
**VOLUNTEER COMMISSION/BOARD MEMBER APPLICATION**



Please Legibly Print or Type

<b>NAME:</b>		<b>FIRST</b>	<b>MIDDLE INITIAL</b>	<b>LAST</b>	<b>COMMITTEE AND/OR CATEGORY APPLYING FOR:</b>	
		Keith J	Roberts		El Dorado Commission on Aging	
<b>RESIDENCE:</b>		<b>STREET ADDRESS</b>		<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>
		[REDACTED] South Lake Tahoe CA 96150				
<b>MAILING ADDRESS:</b>		<b>P.O. BOX</b>		<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>
		[REDACTED] South Lake Tahoe CA 96150				
<b>RESIDENCY: (Please select one)</b>						
CITY RESIDENT <input checked="" type="checkbox"/> EL DORADO COUNTY RESIDENT <input type="checkbox"/> DOUGLAS COUNTY RESIDENT <input type="checkbox"/> STATE OF NEVADA RESIDENT <input type="checkbox"/>						
<b>PHONE NUMBER(S):</b>		<b>RESIDENCE:</b>		<b>BUSINESS:</b>		<b>EMAIL ADDRESS:</b>
		[REDACTED]		[REDACTED]		[REDACTED]
<b>EMPLOYER:</b>						
Tahoe Investment Capital and Stewardship						
<b>EDUCATION/EXPERIENCE:</b>						
<b>PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:</b>						
South Lake Tahoe Planning Commisioner, LTCC Culinary Advisory Committee						
<b>WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?</b>						
Collecting data on the current needs of our elderly community and reviewing resources with in our portion of the county and how well it is meeting those needs.						
<b>Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?</b>						
YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>						
<b>Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:</b>						
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 <input checked="" type="checkbox"/> NO <input type="checkbox"/>						
<b>CERTIFICATE OF APPLICANT:</b>						
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.						
[REDACTED]						
<b>DATE:</b>		<b>SIGNATURE:</b>				
2/3/2024		[REDACTED]				
Please note that the information provided on this application, including address, phone number and email address will become a matter of public record.						

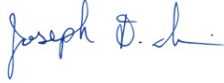
**WHEN COMPLETED RETURN FORM**

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

## Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: February 27,  
2024

Agenda Item #: 9



### **Agenda Item:** Transient Occupancy Tax – Public Opinion Survey Results

**Executive Summary:** On September 26, 2023, the City Council passed a motion (4-1, Wallace no) to direct staff to move forward in discussions with a polling firm to poll the public on a TOT increase of 2-percent for general purposes. On November 21, 2023, the City Council passed a motion unanimously authorizing and directing the mayor to execute a sole source agreement with Lew Edwards Group for ballot measure consulting services in an amount not to exceed \$107,500. The polling took place January 21, 2024, through January 28, 2024, and the survey results are attached as a reference and to assist the City Council in their deliberations on this agenda item.

### **Requested Action / Suggested Motions:**

The City Council is asked to either: 1) Pass a motion directing staff to prepare a resolution and other necessary materials to place a 2 percent TOT increase for general governmental purposes on the November 2024 ballot; or 2) Pass a motion to terminate efforts to place a TOT increase on the November 2024 ballot.

**Responsible Staff Member:** Joseph D. Irvin, City Manager, and Heather L. Stroud, City Attorney

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

### **Attachments:**

[01-Staff Report - Transient Occupancy Tax - Public Opinion Survey Results.docx](#)

[02-Presentation.pdf](#)



# City of South Lake Tahoe

## Report to City Council

**Meeting Date: February 27, 2024**

**Title:** Transient Occupancy Tax – Public Opinion Survey Results

**Location:** Citywide

**Responsible Staff Members:** Joseph D. Irvin, City Manager - (530) 542-6043  
Heather L. Stroud, City Attorney – (530) 542-6046

### **Background:**

On September 26, 2023, the City Council passed a motion (4-1, Wallace no) to direct staff to engage with a firm to survey the public on a TOT increase of 2-percent for general purposes. On November 21, 2023, the City Council passed a motion unanimously authorizing and directing the mayor to execute a sole source agreement with Lew Edwards Group for ballot measure consulting services in an amount not to exceed \$107,500.

### **Issue and Discussion:**

The survey took place January 18, 2024, through January 24, 2024, and the survey results are attached as a reference and to assist the City Council in their deliberations on this agenda item.

The City Council is asked to either: 1) Pass a motion directing staff to prepare a resolution and other necessary materials to place a 2 percent TOT increase for general governmental purposes on the November 2024 ballot; or 2) Pass a motion to terminate efforts to place a TOT increase on the November 2024 ballot.

### **Financial Implications:**

The agreement with the Lew Edwards Group included the Consultant's professional fee discounted monthly rate of Six Thousand Dollars (\$6,000.00) per month for the term of this Agreement due and payable on the last business day of each month commencing November 30, 2023 and ending on November 15, 2024 (each respective month of November is prorated to half the month) for a total of \$72,000.00, as well as the completion of the Public Opinion Research via one dual mode online/telephone study of up to 300 respondents, approximately twenty minutes in length through approved subcontractor FM3 Research at a cost of \$35,500.00, for a grand total of \$107,500. As of the time of publication of this agenda item, a total of \$53,500 has been invoiced and paid, or has become payable.

It is estimated that a 2 percent TOT increase would generate \$3.5M annually for the City.

**Environmental Considerations:** This action is not a project under the California Environmental Quality Act (CEQA) Guidelines section 15378(b)(4) because it is the creation of a government funding measure that will not result in direct or indirect physical changes in the environment.

**Policy Implications:**

This agenda item is consistent with the City's Strategic Plan Goal 1.3.4 - Establish a local discretionary funding source to leverage access to and increase competitiveness for outside funds, and implement City Council direction to conduct outreach to analyze vacancy tax and transient occupancy tax funding sources and Goal 1.4.1 - 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.



# Community Opinions on a South Lake Tahoe Local Funding Ballot Measure






*Highlights of a Survey of Likely Voters*



FAIRBANK, MASLIN,  
MAULLIN, METZ  
& ASSOCIATES



# Survey Methodology

Dates	January 18-24, 2024
Research Population	Likely November 2024 Voters in the City of South Lake Tahoe
Total Interviews	323
Margin of Sampling Error	±5.7% at the 95% Confidence Level
Contact Methods	 Telephone Calls  Email Invitations  Text Invitations
Data Collection Modes	 Telephone Interviews  Online Interviews
Survey Tracking	2019, 2020 & 2022
Language(s)	English & Spanish

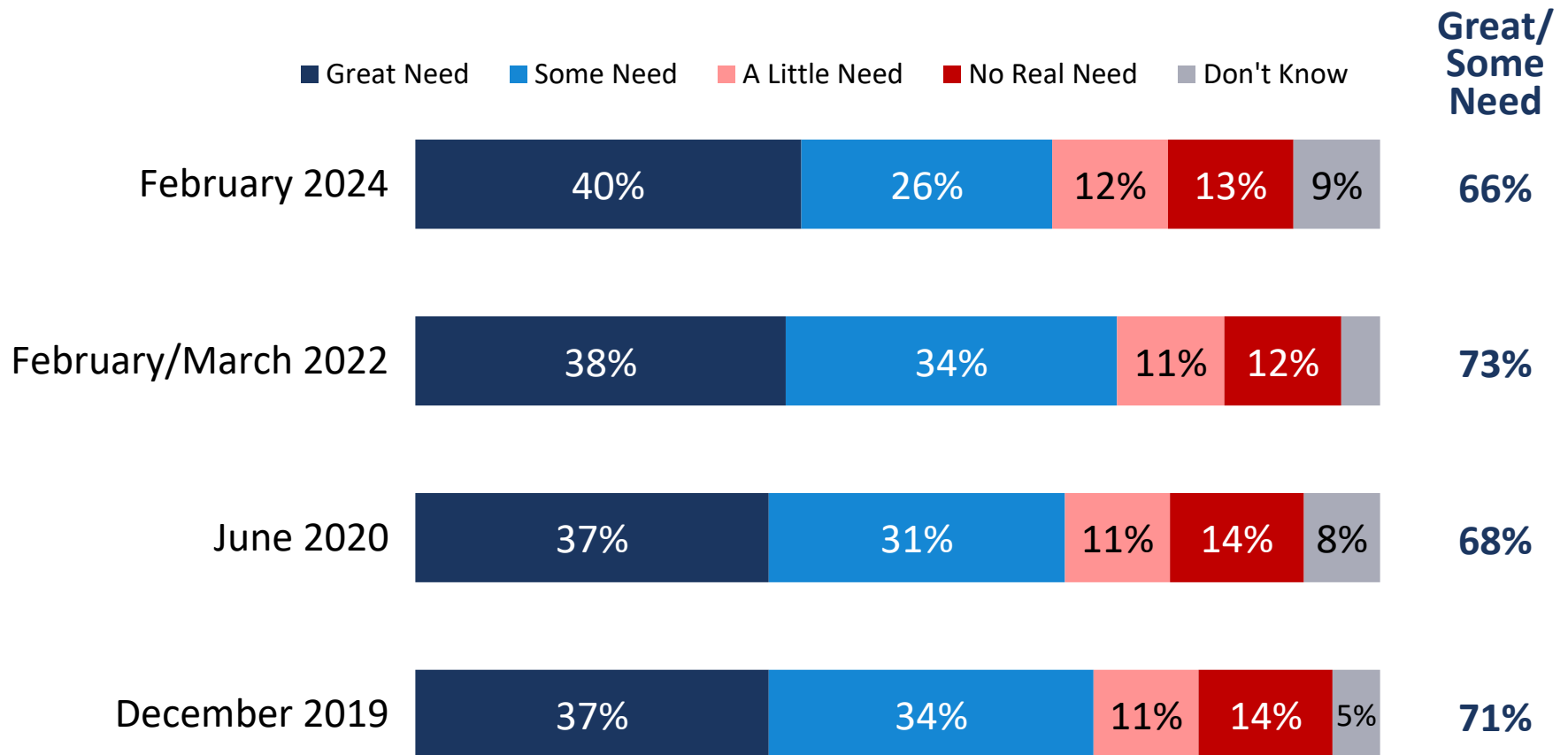
*(Note: Not All Results Will Sum to 100% Due to Rounding)*



**CITY OF**  
**SOUTH LAKE TAHOE**

# Initial Attitudes on Local Funding

# Two-thirds of voters continue to perceive that the City needs additional funding.



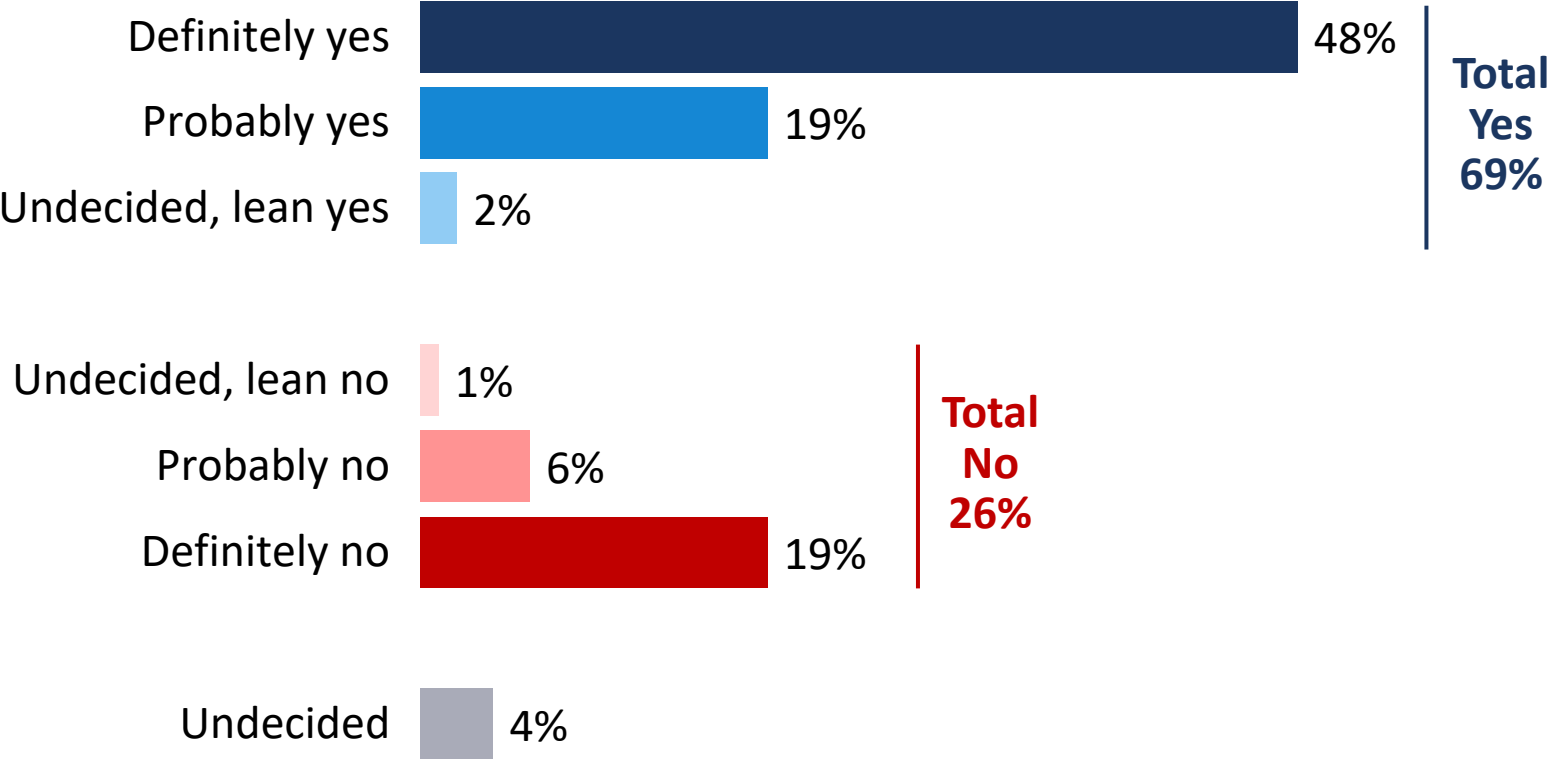
# Hypothetical Ballot Measure Tested in Survey

*(As Approved by Legal Counsel)*

## **SOUTH LAKE TAHOE TRANSIENT OCCUPANCY TAX MEASURE.**

Shall the measure to create/develop affordable resident/workforce housing; improve public transit; maintain fire protection, 911 emergency response, snow removal, wildfire prevention; repair streets/roads, protect lake water quality; and for general government use; increasing the transient occupancy tax (paid only by hotel/motel/short-term rental guests) by 2%, providing \$3,500,000 annually until ended by voters, requiring public spending disclosure, independent audits, all funds for South Lake Tahoe, be adopted?

# Nearly seven-in-ten South Lake Tahoe voters support a transient occupancy tax measure, far exceeding the majority vote threshold necessary for passage.

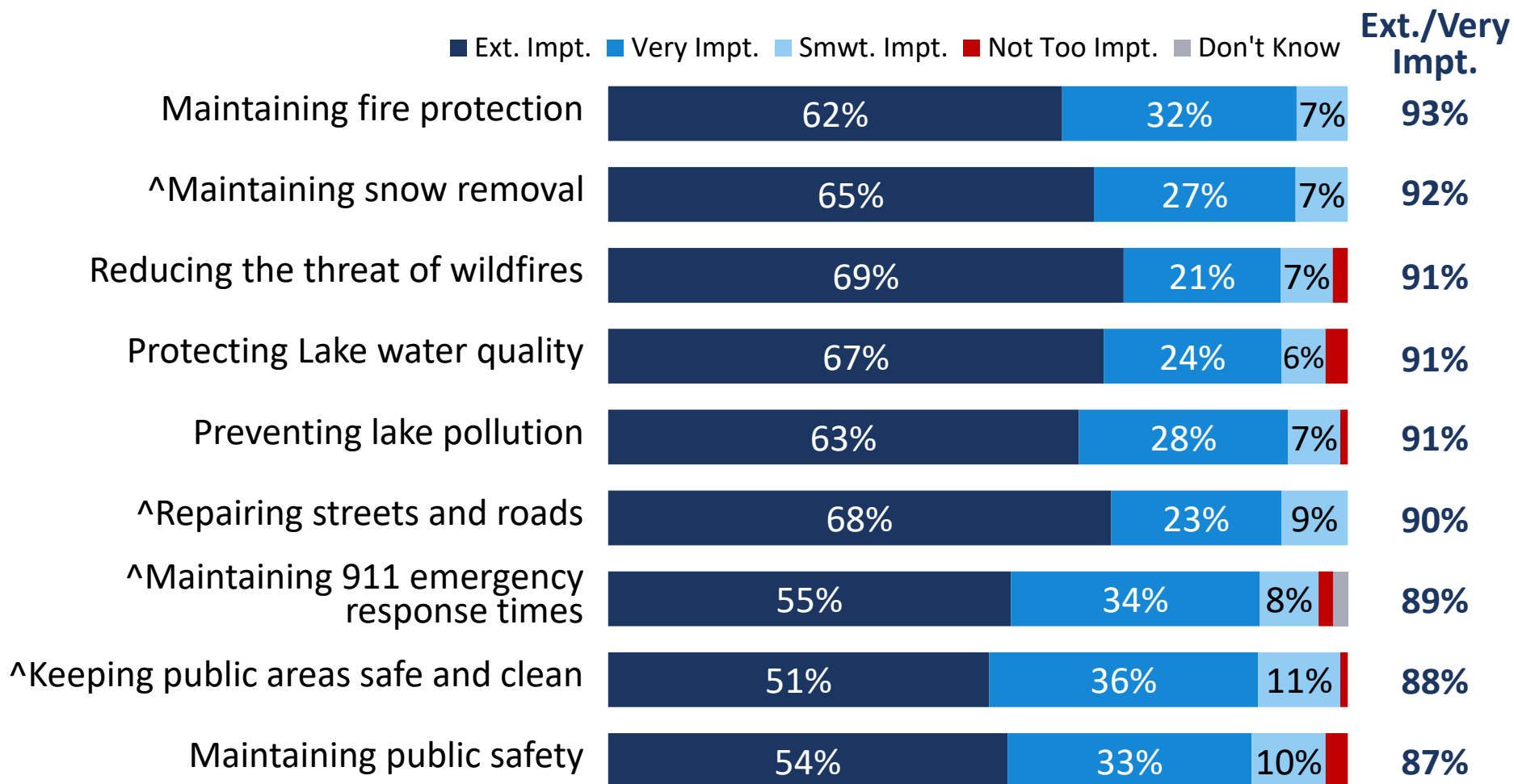




**CITY OF**  
**SOUTH LAKE TAHOE**

# Community Priorities

# The top priorities for City government include fire protection/reducing wildfire threats, snow removal, preventing Lake pollution, and repairing streets.

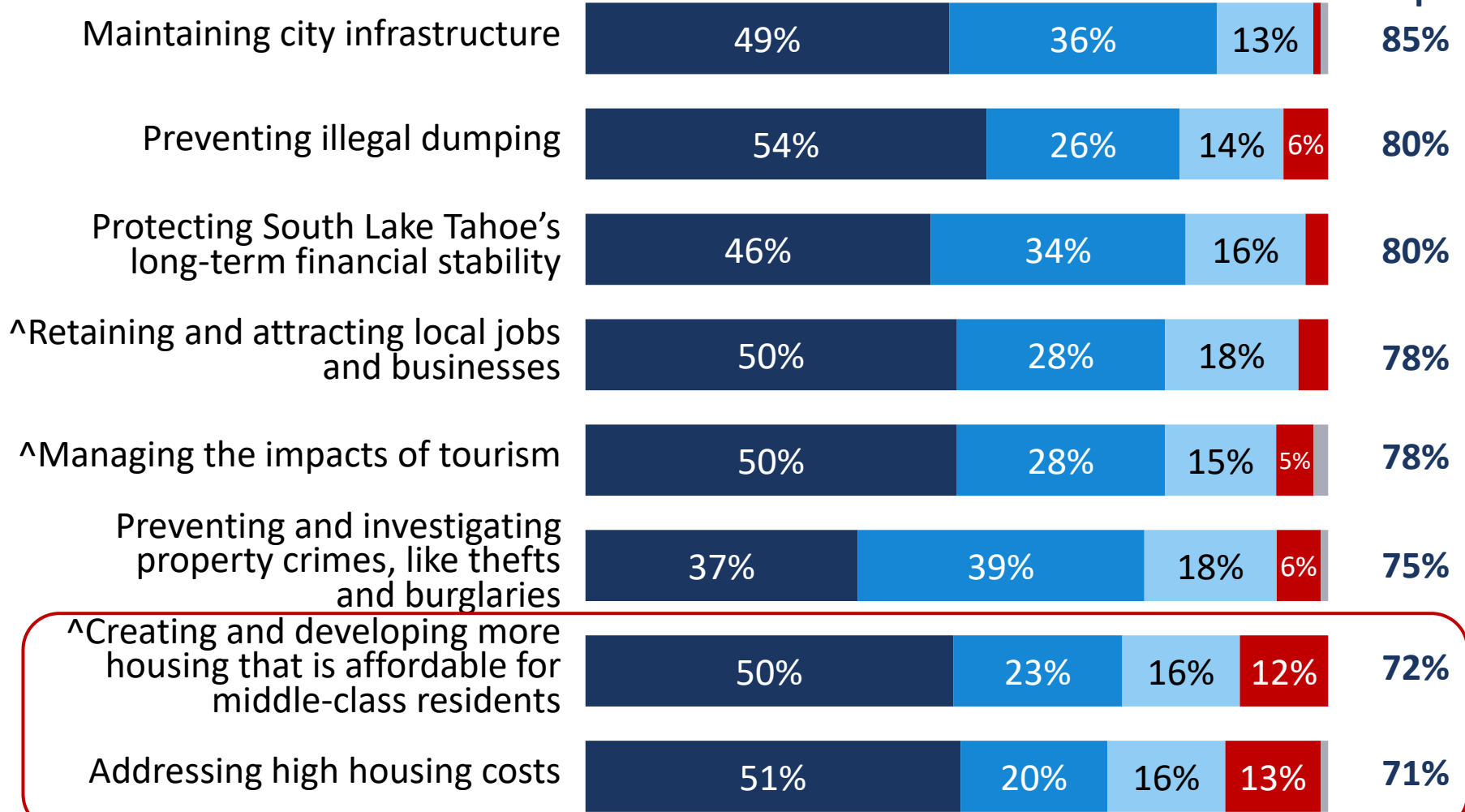


Q. I am going to read you a list of some specific priorities for South Lake Tahoe City government that other people have mentioned. Please tell me how important that priority is to you personally: is it extremely important, very important, somewhat important, or not too important?

^Not Part of Split Sample

# Seven-in-ten voters prioritize affordable housing for middle-class residents and addressing high housing costs.

■ Ext. Impt. ■ Very Impt. ■ Smwt. Impt. ■ Not Too Impt. ■ Don't Know **Ext./Very Impt.**

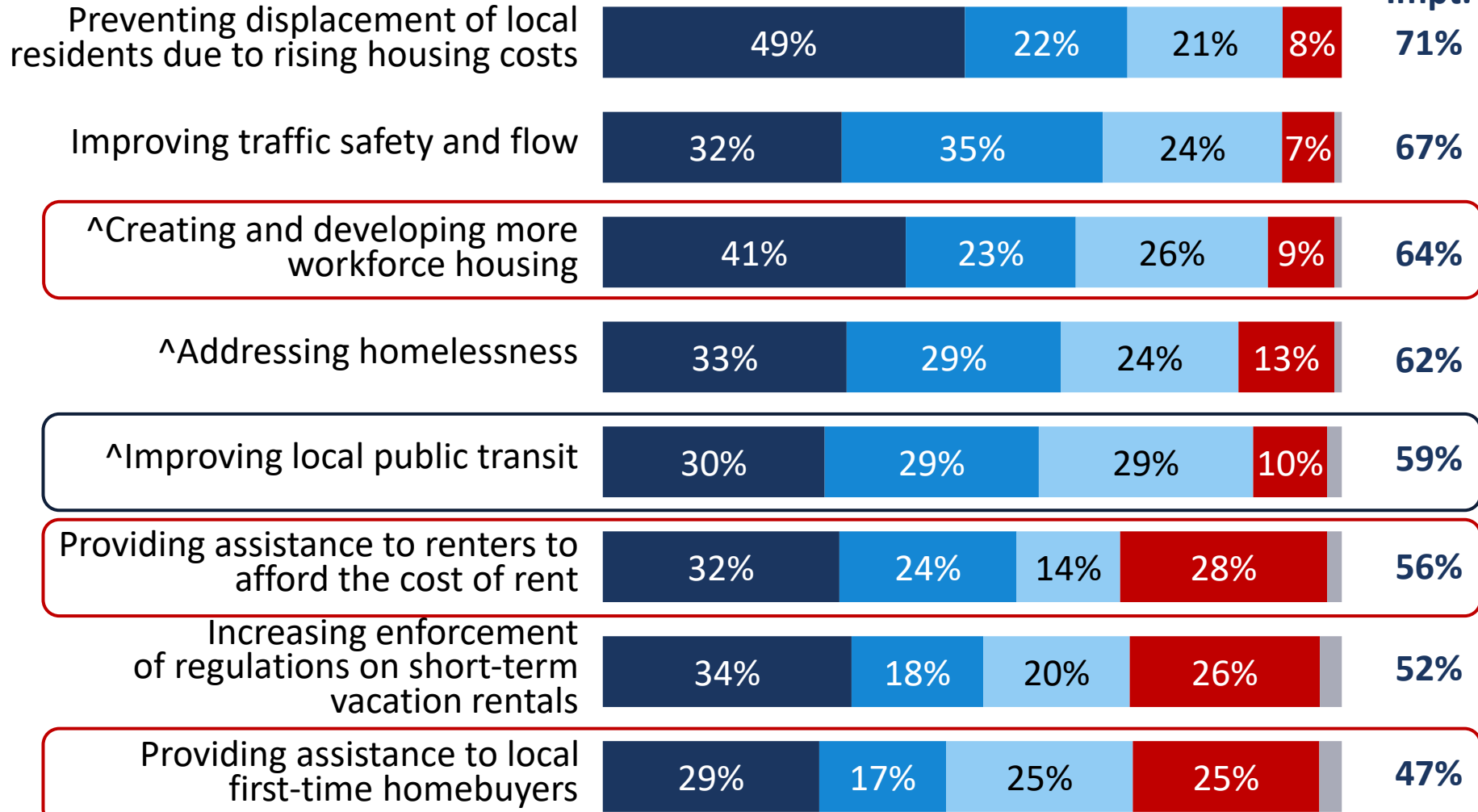


Q. I am going to read you a list of some specific priorities for South Lake Tahoe City government that other people have mentioned. Please tell me how important that priority is to you personally: is it extremely important, very important, somewhat important, or not too important?

^Not Part of Split Sample

# Workforce housing is a moderate priority; public transit and direct housing assistance are lower priorities.

■ Ext. Impt. ■ Very Impt. ■ Smwt. Impt. ■ Not Too Impt. ■ Don't Know **Ext./Very Impt.**



Q. I am going to read you a list of some specific priorities for South Lake Tahoe City government that other people have mentioned. Please tell me how important that priority is to you personally: is it extremely important, very important, somewhat important, or not too important?

^Not Part of Split Sample



**CITY OF**  
**SOUTH LAKE TAHOE**

# Conclusions

# Conclusions

- A measure increasing South Lake Tahoe's TOT by 2% is in strong position for the November 2024 ballot with high initial support.
- The most compelling fact about the conceptual TOT Measure tested is that the measure is paid for by lodging guests such as tourists and is not designed as a tax on residents or their property.
- Two-thirds of voters continue to perceive that the City needs additional funding.
- Housing continues to be a strong priority, but far less so than basic services that impact all South Lake Tahoe residents.
- Voters' priorities for the City continue to be public safety, snow removal, preventing Lake pollution, and repairing streets and roads.



# Community Opinions on a South Lake Tahoe Local Funding Ballot Measure

*Highlights of a Survey of Likely Voters*



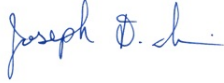
FAIRBANK, MASLIN,  
MAULLIN, METZ  
& ASSOCIATES



# City of South Lake Tahoe

## Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: February 27,  
2024

Agenda Item #: 10



**Agenda Item:** Cannabis Community Benefit Fee Revenue Allocation Policy, Grant Program Guidelines, and Application

**Executive Summary:** Having implemented a Cannabis Revenues Grant Program for three cycles, Staff is bringing the Cannabis Community Benefit Fee Revenue Allocation Policy for discussion. This Policy influences the Cannabis Revenue Grant Program Guidelines and Application. Staff seeks direction from council on whether these documents should be updated before deploying a 2024 Cannabis Revenues Grant Program application period beginning April 15, 2024.

**Requested Action / Suggested Motions:** City Council is asked to do one of the following: 1) Pass a Motion directing the City Manager to bring back a resolution to update the Cannabis Community Benefit Fee Revenue Allocation Policy, Cannabis Revenues Grant Program Guidelines, and Application; or, 2) Pass a Motion directing the City Manager to leave the Policy the same.

**Responsible Staff Member:** Sara Letton, Sustainability Coordinator

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

**Attachments:**

- 01 - Staff Report CRGP Guidelines 2024 Discussion.docx
- 02 - Res 2021-039 Cannabis Fee Boys Girls Club - Cannabis Revenue Allocation Policy.pdf
- 03 - Res 2022-030 Cannabis Revenue Policy Grant Program Process and Guidelines.pdf
- 04 - Res 2023-016 Cannabis Revenue Policy Grant Program Process and Guidelines.pdf
- 05 - 2023 CRGP Application Questions.pdf
- 06 - Financial Policies Granting Funds for Community Benefit.pdf



# City of South Lake Tahoe

## Report to City Council

**Meeting Date: February 27, 2024**

**Title: Cannabis Community Benefit Fee Revenue Allocation Policy, and Grant Program Guidelines, and Application**

**Location:** Citywide

**Responsible Staff Member:** Sara Letton, Sustainability Coordinator

**Background:** On February 19, 2019, the City Council adopted Ordinance No. 2019-1126 which regulates cannabis businesses in order to ensure the health, safety, and welfare of the residents of the city of South Lake Tahoe and visitors. At that time cannabis businesses operated pursuant to individual Development Agreements that required each business to submit to the City on a monthly basis within 45 days following the month end the Community Benefit Fees payment equivalent six (6) percent of Gross Receipts for that month.

On May 18, 2021 an item was brought to council "Approving One-Time Allocation of \$100,000 of Cannabis Community Benefit Fee Revenue to the Boys and Girls Club of Lake Tahoe Building Campaign and Establishing a Policy for Future Allocations." The policy that was established was the "Cannabis Community Benefit Fee Revenue Allocation Policy." City Council subsequently adopted Resolution No. 2022-030 and Resolution No. 2023-016 which amended the Cannabis Revenue Allocation Policy, both of which included the following criteria in the eligibility section: "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."

2022's Measure G enacted an administrative change on how cannabis business fees are collected in order to streamline the process. It was expected to continue to provide approximately \$1,000,000 in local funding annually. The measure was described by the City's documentation as intending to "maintain essential services such as wildfire prevention, safety, snow removal, road repair, youth programs, other general services by converting existing cannabis business fees to a gross receipts tax up to 6%." Outreach stated that "current nonprofit community benefits grants will not be impacted by Measure G."

In April 2022, the City of South Lake Tahoe rolled out the pilot year of its competitive Cannabis Revenues Grant Program (CRGP), and 14 projects were funded at almost \$400,000. The program was administered in a substantially similar manner in 2023 and Council granted 15 projects at \$408,625.

The CRGP is in alignment with the City's "Financial Policy for Granting Funds for Community Benefit and Enhancement" and any updates or changes to the CRGP must be in alignment with

that Policy, attached.

**Issue and Discussion:** At issue is if/how the Cannabis Community Benefit Fee Revenue Allocation Policy, and the ensuing Guidelines and Application, should be amended/updated. During the Review Team meeting when 2023 awards were being considered, several points were captured for later consideration by Council. Staff now desires feedback on several questions while the 2024 Guidelines and Application are being prepared.

The Cannabis Community Benefit Fee Revenue Allocation Policy states:

*“The City Manager is delegated authority to 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.”*

The Cannabis Revenue Grant Policy, as amended by Resolution No. 2023-016 states that to be eligible for grant funds: **“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.”**

The 2023 CRGP Guidelines state:

*“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.”*

During the 2023 grant application review process the Review Team discussed how an applicant is expected to know what are the “potential impacts of the cannabis industry in South Lake Tahoe.” The current policy and guidelines allow an applicant to interpret the definition of “impacts”, who will make their case in their responses to the Application questions.

Additionally, the only corresponding question to this Guideline in the 2023 Application stated:

**“6. Please describe how this funding could be used to help mitigate the potential negative impacts of the cannabis industry. Maximum 1250 characters”.** The 2023 CRGP Application weighted this response with up to 50 of 140 total possible points (up to 36% of the available points).

The Review Team discussed whether it is appropriate to use this funding, which comes from legal, adult-serving cannabis businesses, toward programs meant to mitigate illegal/unregulated cannabis use/abuse.

Staff desires feedback on:

1. Whether the language referring to mitigating impacts of the cannabis industry should remain in the Policy and Guidelines or not. If removed, the Policy and Guidelines can retain language pertaining to projects that help achieve City Strategic Priorities, as articulated in the Strategic Plan 2023 – 2028 (and available on the City Manager's page on the City website).

**Financial Implications:** This item requests feedback on the Policy, Guidelines, and Application questions and does not have financial implications. Council will respond to a program funding proposal in the Midyear Budget process.

**Environmental Considerations:** This item 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 2023 Guidelines were consistent with the established Cannabis 'Community Benefit Fee Revenue Allocation Policy' adopted on May 18, 2021 and with Resolution No. 2023-016. If Council were to amend the language pertaining to mitigating potential impacts of the cannabis industry, the 'Cannabis Community Benefit Fee Revenue Allocation Policy' would need to be amended by either deleting that language and/or adding additional language. If it is Council's desire to amend Policy language, Staff will bring the amended Policy back for adoption in a March meeting.

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 2021-039

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

May 18, 2021

#### Approving One-Time Allocation of \$200,000 of Cannabis Community Benefit Fee Revenue to the Boys and Girls Club of Lake Tahoe Building Campaign and Establishing a Policy for Future Allocations

#### BACKGROUND

- A. On February 19, 2019, the City Council adopted Ordinance No. 2019-1126 which regulates cannabis businesses in order to ensure the health, safety, and welfare of the residents of the city of South Lake Tahoe and visitors.
- B. Cannabis businesses operate pursuant to individual Development Agreements that require to submit to the City on a monthly basis within 45 days following the month end the Community Benefit Fees payment equivalent six (6) percent of Gross Receipts for that month.
- C. The current accumulated balance in the Cannabis special revenue fund at April 30, 2021 is \$660,475. Sufficient fund balance is available to cover the remaining budgeted expense through the end of the fiscal year of 9/30/2021.


**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 allocation of the Cannabis Community Benefit Fee revenue to the following organizations and purposes:
  - a. Boys and Girls Club – building completion \$200,000
- 2. Approves the amendment to the budget in account 223-02120 as follows:
  - Expense 44023 Contributions/Sponsorship \$200,000
- 3. Approves the Policy for Allocation of Cannabis Community Benefit Fee Revenue attached hereto as Exhibit "A."

Adopted by the City of South Lake Tahoe City Council on May 18, 2021 by the following vote:

Yes: Creegan, Middlebrook and Wallace

Absent (recused): Bass and Friedrich

  
\_\_\_\_\_  
Tamara Wallace, Mayor

Date: 5/19/2021

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.*



## **CANNABIS COMMUNITY BENEFIT FEE REVENUE ALLOCATION POLICY**

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The City of South Lake Tahoe hereby establishes a policy for the allocation of cannabis Community Benefit Fee revenue, as follows:

1. The City Manager is delegated authority to 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. 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.
3. City Council will 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.

## Resolution 2022-030

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

March 15, 2022

### Approving the Cannabis Revenue 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 operate pursuant to individual Development Agreements that require to submit to the City on a monthly basis within 45 days following the month end the Community Benefit Fees payment equivalent six (6) percent of Gross Receipts for that month.
- C. The proposed 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 impacts of the cannabis industry in South Lake Tahoe and which promote the priorities of the City Strategic Plan.

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

- 1. Approves the Cannabis Revenue Grant Program Process and Guidelines attached hereto as Exhibit "A."

Adopted by the City of South Lake Tahoe City Council on March 15, 2022 by the following vote:

Yes: Creegan, Friedrich, Middlebrook and Wallace

Absent: Bass



Devin Middlebrook (Mar 16, 2022 14:59 PDT)

Devin Middlebrook, Mayor

Date: Mar 16, 2022

Attest:



Sue Blankenship (Mar 16, 2022 13:31 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.*



## **CANNABIS REVENUE GRANT PROGRAM**

### **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 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 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-of-SLT-Strategic-Plan-web-version>

### **GRANT AMOUNTS**

- Grants amounts will range from \$1,000 to \$50,000.

### **WHEN CAN I APPLY?**

The City grant program will open annually on April 15<sup>th</sup>, and the submittal period will remain open annually until May 15<sup>th</sup>.

### **ELIGIBILITY**

- Your entity and proposal must be focused on efforts to mitigate potential impacts of the cannabis industry in South Lake Tahoe and which promote the priorities of the City Strategic Plan.
- Your entity must be located within the city of South Lake Tahoe, CA.
- 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<sup>st</sup> following a previous year's grant award.

### **APPLICATION REVIEW**

- Please be sure your application is complete when you send it in.
- 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<sup>th</sup> 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 company's name along with the grant amount listed on the website.

### **SUBMITTING YOUR APPLICATION**

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

1. A current IRS Form W-9 (showing your Taxpayer ID).

**Please submit the application form and the supporting documentation in an envelope (please write "Cannabis Revenue Grant Application" on the envelope) at the City of South Lake Tahoe City Hall, 1901 Lisa Maloff Way, Suite #210, South Lake Tahoe, CA. 96150 in the finance drop-box or mail to the above address.**

**To be considered for the grant applications, your materials must be in by 5:00 P.M. on, May 15<sup>th</sup>.**

**Contact the City of South Lake Tahoe at [sjarez@cityofslt.us](mailto:sjuarez@cityofslt.us) with any questions and we will return your e-mail promptly.**









# Res 2022-030 Cannabis Revenue Policy

Final Audit Report

2022-03-16

Created:	2022-03-16
By:	jo Mcdonough (jmcdonough@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnCygV_4UFqhg3PBFJtO3UPad060RW7hr

## "Res 2022-030 Cannabis Revenue Policy" History

-  Document created by jo Mcdonough (jmcdonough@cityofslt.us)  
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-  Document emailed to Sue Blankenship (sblankenship@cityofslt.us) for signature  
2022-03-16 - 8:27:11 PM GMT
-  Email viewed by Sue Blankenship (sblankenship@cityofslt.us)  
2022-03-16 - 8:31:03 PM GMT- IP address: 128.92.136.146
-  Document e-signed by Sue Blankenship (sblankenship@cityofslt.us)  
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-  Document emailed to Devin Middlebrook (dmiddlebrook@cityofslt.us) for signature  
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2022-03-16 - 9:59:28 PM GMT- IP address: 66.189.255.213
-  Document e-signed by Devin Middlebrook (dmiddlebrook@cityofslt.us)  
Signature Date: 2022-03-16 - 9:59:38 PM GMT - Time Source: server- IP address: 66.189.255.213
-  Agreement completed.  
2022-03-16 - 9:59:38 PM GMT

## Resolution 2023-016

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: Creegan, Friedrich, Robbins and Wallace

Recused: Bass

Cristi Creegan

Cristi Creegan (Mar 15, 2023 15:36 PDT)

Date: Mar 16, 2023

Cristi Creegan, Mayor

Attest: 

Sue Blankenship (Mar 15, 2023 10:46 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.*

**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](mailto: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](mailto:Grantprogram@cityofslt.us) with questions.**










# Res 2023-016 Cannabis Revenue Policy Process and Guidelines

Final Audit Report

2023-03-16

Created:	2023-03-15
By:	jo McDonough (jmcDonough@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzOgEHvQJpUogwkDSfE23YAC_r5sjw0pU

## "Res 2023-016 Cannabis Revenue Policy Process and Guidelines" History

-  Document created by jo McDonough (jmcDonough@cityofslt.us)  
2023-03-15 - 5:38:34 PM GMT- IP address: 128.92.136.146
-  Document emailed to Sue Blankenship (sblankenship@cityofslt.us) for signature  
2023-03-15 - 5:39:53 PM GMT
-  Email viewed by Sue Blankenship (sblankenship@cityofslt.us)  
2023-03-15 - 5:46:20 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Sue Blankenship (sblankenship@cityofslt.us)  
Signature Date: 2023-03-15 - 5:46:33 PM GMT - Time Source: server- IP address: 128.92.136.146
-  Document emailed to ccreegan@cityofslt.us for signature  
2023-03-15 - 5:46:35 PM GMT
-  Email viewed by ccreegan@cityofslt.us  
2023-03-16 - 10:35:39 PM GMT- IP address: 47.25.118.95
-  Signer ccreegan@cityofslt.us entered name at signing as Cristi Creegan  
2023-03-16 - 10:36:02 PM GMT- IP address: 47.25.118.95
-  Document e-signed by Cristi Creegan (ccreegan@cityofslt.us)  
Signature Date: 2023-03-16 - 10:36:04 PM GMT - Time Source: server- IP address: 47.25.118.95
-  Agreement completed.  
2023-03-16 - 10:36:04 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

## 2023 City of South Lake Tahoe

### CANNABIS REVENUES GRANT PROGRAM Application Scoring

Application Question	Score Range	Character Limit	Effective weight
Please describe the Organization's mission statement and provide a brief overview of the organizational structure.	unscored	500	
Please provide a brief summary of how this funding would be used to benefit the community.	0-10	500	7%
The City has robust goals to reduce carbon pollution and achieve actions outlined in the Climate Action Plan. Does your project advance any of these actions? The CAP can be found here: <a href="https://www.cityofslt.us/DocumentCenter/View/17277/South-Lake-Tahoe-Climate-Action-Plan-2020">https://www.cityofslt.us/DocumentCenter/View/17277/South-Lake-Tahoe-Climate-Action-Plan-2020</a>	0-10	500	7%
The City's Strategic Priorities are Built Environment, Recreation and Equitable Access, Community for All, Economic Development and Continuous Improvement. Please describe how funding could help the City advance one or more of its Strategic Priorities. The Strategic Plan can be found here: <a href="https://www.cityofslt.us/DocumentCenter/View/15828/City-of-SLTStrategic-Plan-web-version">https://www.cityofslt.us/DocumentCenter/View/15828/City-of-SLTStrategic-Plan-web-version</a>	up to 10 points for each of the 5 overall priorities, for a total of up to 50 points	1250	36%
Please Describe the Target Population served with this request (demographics, disadvantaged, number of beneficiaries), and what impact this funding will have on this population.	0-10	500	7%
Please provide a sustainability plan. What steps will your organization take to ensure the future success of the proposed project beyond the completion of the City grant award (future financial support, continued community interest, staff requirements, or one-time project).	0-10	500	7%
Please describe how this funding could be used to help mitigate the potential negative impacts of the cannabis industry.	0-50	1250	36%

100%



## Financial Policies Granting Funds for Community Benefit and Enhancement Grant Program

### PURPOSE

The purpose of this policy is to establish a framework for providing funding to non-profit organizations, and/or governmental agencies, through city-funded grant program(s). This policy establishes the standards for application, review, and approval in providing funding in a responsible, transparent, and accountable manner consistent with Federal and State laws and regulations as well as City strategic goals and priorities. Providing supplemental grant funding to eligible organizations can help increase the efficiency and impact of programs, projects, and services provided to the community.

### ADOPTION AND IMPLEMENTATION

The City Council is responsible for adopting the City's Financial Policies and approving significant policy revisions. The City Manager, or his/her designee, is responsible for developing administrative procedures to implement this policy. In this role, the City Manager is authorized to make minor administrative changes in the guidelines without significant policy impacts.

### DEFINITIONS

A *Grant* is a financial award, provided to fund specific expenditures, used for beneficial goals, and objectives serving a public purpose through a contractual grant agreement. This policy will outline the procedures in providing grant funding to eligible non-profit agencies.

A *Nonprofit Organization* is a legal entity organized and operated for a collective, public, or social benefit for purposes other than generating profit. Nonprofit organizations must be designated as nonprofit when created and may only pursue purposes permitted by statutes for nonprofit organizations.

A *Governmental Agency* means an executive, legislative, or judicial agency, department, board, commission, authority, institution, or instrumentality of the federal government or of a state or a county, municipality, or other political subdivision of a state.

A *Donation* is a *gift*, contribution for charity, or to benefit a cause with no expectations or contractual obligation of services in return. The California Constitution prohibits public agencies, from making a “gift of public funds”. Therefore, this policy **prohibits** “*donations of public funds*”.

*Subrecipient* is an entity that receives a subaward from a pass-through entity (City) to carry out part or all of a grant program and its requirements. This policy does not pertain to subrecipient or subaward grant agreements.

## **PROCEDURES**

The City must have available appropriated funding, to provide funds to organizations through a grant program.

Depending on budget availability and priorities and in the sole discretion of City Council, grant funding may be budgeted during annual fiscal year, or mid-year budget process, where appropriate.

Following budget appropriation by City Council, the application period will be announced on the City of South Lake Tahoe website, City Council meetings, City social media accounts, and other media outlets.

The City Manager and/or designee will accept, and review grant applications received in response to the application period announcement and will present the eligible awards to City Council for approval.

Grant funding will not be provided without an approved grant application, appropriated budget, and executed grant award.

Applications will be available on the City of South Lake Tahoe website, or available by hard copy at City Administration offices, 1901 Lisa Maloff Way, South Lake Tahoe, CA.

## **Deadline & Timeline**

Application period will be determined by the City Council contingent upon Council priorities and available budget appropriation timelines.

1. Applications will be reviewed within 20 business days from date the application period closes.
2. During this period of time the City may contact the applicant if additional information is required to process the application or if the applicant does not meet the eligible criteria.
3. Potential grant award notifications will be sent upon conclusion of application review period; advising the applicant of the City Council meeting date for potential grant contract award.
4. Projects should be complete within timeframe outlined in grant award.

## **Eligibility**

To be eligible for city grant funding, agencies must at a minimum meet the following criteria:

1. Be located in or serve the City of South Lake Tahoe.
2. Meet the definition of a nonprofit and can provide the organization's IRS 501(c) tax designation letter.
3. Meet the definition of a governmental agency, providing services to the City of South Lake Tahoe.
4. Have the ability to provide the organization's 990 or 990-PF federal tax return, and/or audited financial statements.
5. Possess a valid City of South Lake Tahoe Business License.
6. Provide a proposal which will benefit those living in the City of South Lake Tahoe.
7. Meet all criteria outlined in the grant application.
8. Entities may submit only one application annually.

### **Program and Project Criteria**

1. Address an impact imposed upon the community,
2. Solve a problem or deficiency within the community,
3. Provide a solution or increased benefit to the community,
4. Align with City Strategic goals and objectives,
5. Consistent with City Council priorities and funding initiatives,
6. Focus resources on disadvantaged areas of the community,
7. Comply with local land use, City Code, and other permit/license requirements,
8. Provide identified funding sources showing the ability to leverage other funds if applicable.

### **Eligible Expense**

Eligible costs are only those costs incurred to perform the scope of work detailed in the grant application as approved, which are necessary and reasonable for the performance of the grant award. The following are eligible uses of grant funds:

1. Direct employee expenses incurred for the implementation of the program/project including payroll costs and fringe benefits with detailed documentation provided.
2. Direct operating costs associated with implementation of the program/project as detailed in the approved application.
3. Direct contractual services associated with implementation of the program/project as detailed in the approved application
4. No more than a 10% de minimis in-direct cost rate; unless the organization can provide a separate approved federal cognizant agency in-direct cost rate.

### **Grant Payments**

Grant payments are based on an applicant's ability to meet performance goals. Failure to meet goals may result in a reduction of grant payment.

Grant payments will be based on actual expenditures incurred by the grantee that are necessary and reasonable to the accomplishment of the work as outlined in the grant application.

Grantees will be required to provide documentation of project-related costs, including submission of copies of invoices, cancelled checks, payroll documentation and any other documentation necessary to substantiate costs prior to receiving final payment.

1. The City shall make initial disbursement of grant funds up to 90% of the grant award, upon receipt of executed Grant Agreement.
2. Final ten percent 10% will be withheld until the City receives all cost documentation to substantiate the initial 90% payment, completion of the scope of work in its entirety and final report approved by the City.
3. Costs incurred by the Grantee in excess of the authorized grant funds shall be at the Grantee's sole cost and expense.

## **GRANT COMPLIANCE**

Grant compliance means following the standards set forth in this policy, the application requirements, the awarded grant agreement, City Code and State and Federal laws and regulations as required.

Non-compliance can result in loss of final payment, terminating the grant agreement, repayment of funds, suspension or debarment from receiving future grants, and/or implementation of grant special conditions.

### **Deliverables**

Grantees will be required to submit a summary of expenses as well as all expense documentation to substantiate the expenses detailed in the grant application, to include:

1. Personnel- payroll documentation, timesheets, ledgers, detailed work orders, fringe benefit documentation and calculations.
2. Consultants/ Contracts – detailed contracts, agreements, paid invoices and proof of payment for all paid consultants/contractors including subconsultant/subcontract documentation.
3. Procurement of goods – detailed itemized receipts, proof of payment, purchase orders.
4. Any other documentation the city feels necessary to substantiate grant related expenses.

Grantees will be required to submit a Final Report and Progress Reports, where necessary, depending on period of performance and/or scope of work to include:

1. Project Activities- brief narrative outlining types of activities being funded by the grant, how those activities fit into program objectives.

2. Financial Summary- overview of all funds expended on the project/program/service.
3. Results and Impact- brief explanation how the grant funding made a difference. Highlight key outcomes, data, and community benefit.
4. Future Plans and Sustainability- brief description if this was one-time event/activity or if the grant funding was a contribution towards a sustainable program/project. Include future projections or plans for longevity.
5. Any other report or documentation necessary to highlight the benefit received to the community through this grant award.

### **Falsification of Documentation**

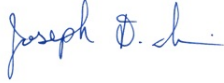
**California Penal Code 115 PC** - Submitting fraudulent receipts, falsifying an application, or submitting a falsified report in any public office within the state is a criminal felony offense, punishable by up to three years in jail or prison.

**California Penal Code Section 424-** Misappropriation of public funds criminalizes the act of using public funds for an unrelated public benefit or personal use. Misappropriation of public funds is a felony crime punishable up to 4 years in state prison and a fine up to \$10,000 as well as repayment of funds misused. Additional criminal charges can also be added to the sentence.

# City of South Lake Tahoe

## Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: February 27,  
2024

Agenda Item #: 11



**Agenda Item:** Sub-Recipient Agreement with Lake Valley Fire Protection District for City to Receive \$1,651,250 from California Tahoe Conservancy Grant for Fuels Reduction Projects

**Executive Summary:** Lake Valley Fire Protection District has been awarded a grant from the California Tahoe Conservancy in the amount of \$3,302,500 for capacity planning projects. These projects are located within the South Shore directly helping to reduce fuels and planning future fuels reduction projects. As a sub-recipient, the City Fire Department will provide professional services related to the Project and the administration of the Project Funds. Exhibit B of the Sub recipient agreement details the department's deliverables through this agreement. The current agreement will provide a funding source to bill back staff time for project planning and coordination. Staff is requesting a new position allocation funded by the grant. This position will be defined as a Division Chief in the Fire Department responsible for managing the grant and directing all fuels reduction projects in and around the south shore. The position will be defined as a limited term position through November of 2027. Funding beyond 2027 would need to be secured by future grants and/or Council decision in the future to provide funding beyond 2027. At this time staff is not requesting any General Fund monies related to this position or any related projects.

**Requested Action / Suggested Motions:** Pass a Resolution authorizing and directing the Mayor to execute sub-recipient agreement with Lake Valley Fire Protection District to receive an amount not to exceed \$1,651,250.00, appropriating funding in the FY 2023-2027 budgets, and authorizing the City Manager to sign and submit all documents necessary for the completion of the grant scope.

**Responsible Staff Member:** Jim Drennan, Fire Chief, and Jay Manning, Battalion Chief

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

**Attachments:**

- [01-Staff Report-LVFPD Sub Grant Funding.docx](#)
- [02-Resolution\\_LVFPD\\_Sub\\_Grant\\_Funding \(1\).docx](#)
- [03-SLTFR Sub-Recipient Agreement \(Exh. A to Reso\).pdf](#)



# City of South Lake Tahoe

## Report to City Council

**Meeting Date: February 27, 2024**

**Title:** Lake Valley Fire Protection District Grant Sub-Recipient Agreement

**Location:** Citywide

**Responsible Staff Members:** Jay Manning, Battalion Chief, and Jim Drennan, Fire Chief

**Background:** South Shore agencies have been working closely together for the past couple of years to build capacity for fuels reduction projects around the south shore. The California Tahoe Conservancy and Lake Valley Fire Protection District entered into an agreement to provide capacity planning for fuels reduction work on the south shore as part of the Tahoe Fire and Fuels Team South Shore Division. The South Lake Tahoe Fire Department as a partner has been selected as a sub recipient to assist with implementing projects and furthering the purpose of the grant.

**Issue and Discussion:** Lake Valley Fire Protection District has been awarded a grant from the California Tahoe Conservancy in the amount of \$3,302,500 for capacity planning projects. These projects are located within the south shore directly helping to reduce fuels and planning future fuels reduction projects. As a sub-recipient, the City Fire Department will provide professional services related to the Project and the administration of the Project Funds. Exhibit B of the Sub recipient agreement (Attachment 03) details the department's deliverables through this agreement. The current agreement will provide a funding source to bill staff time for project planning and coordination.

The department is proposing to create a new Division Chief position responsible for planning and coordinating all fuel reduction projects. The Division Chief will report directly to the Fire Chief. This is proposed as a limited term position for the length of the grant. The total annual fully burdened cost of the position is approximately \$255,000 in the first year. Full salary and roll up costs will be billed to the grant which ends November of 2027. Additionally, when other fire dept or city staff are working on related fuels projects their time can also be billed to the grant.

In order for this position to continue past November 2027, further funds would need to be acquired through outside grants and/or with future Council approval. Staff is not seeking any General Fund monies to be committed beyond November of 2027 at this time.

**Financial Implications:** Contract awarded will be in the amount of \$1,651,250 to provide professional services and project planning for south shore fuels reduction. An estimated spending schedule is as follows:

March 2024 – October 2024

\$300,000 available

November 2024 – October 2025	\$450,000 available
November 2025 – October 2026	\$450,000 available
November 2026 – October 2027	\$450,000 available

The proposed new position would be included in the City's Unrepresented Employee Group. The proposed salary schedule for the position would be the following:

Step 1: 74.3649/hr	12,889/mo
Step 2: 78.0831/hr	13,534/mo
Step 3: 81.9872/hr	14,211/mo
Step 4: 86.0865/hr	14,921/mo
Step 5: 90.3908/hr	15,667/mo

If this sub-recipient agreement is approved, the addition of the new position to the Allocated Position Listing and the salary table will be included with the mid-year budget review on March 12, 2024, for City Council approval.

Upon approval and full execution of the agreement by all parties, and the approval of the new position on March 12, 2024, funds should be appropriated for Fiscal Years 2024-2027 into the new special revenue account 215-02270 Fuels Reduction Capacity Planning Grant as follows:

Revenue:	215-02270-33320 LVFPD Sub Recipient Grant up to \$1,651,250 in total
Expense:	215-02270-41XXX Staff Salaries and Benefits <b>and</b> 215-02270-42020 Professional Services for Project Planning and Coordination, up to \$1,375,000 in total between two categories; 215-02270-XXXXX Mileage, Travel, Materials and Supplies up to \$1,250 in total; 215-02270-XXXXX Administrative Costs up to \$275,000 in total.

The Funding/Reimbursement Agreement with the County requires certain compliance with the applicable law and grant requirements.

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

**Policy Implications:** Adhere to the 2023 FINANCIAL MANAGEMENT GRANT FUNDING AND COMPLIANCE POLICY

### 3.1 APPROVAL PROCESS

Upon Grant approval the Department will receive a grant award letter from the funding agency detailing the measures necessary to accept the award. The city should also receive a finalized grant award contract which will become a binding agreement. The grant contract and all compliance measures should be reviewed by the Grants Manager, Project Manager, and the Department Director. Grant Manager reviews the grant contract to ensure ability to maintain compliance, and the Director will ensure the department's

capability to comply with the contract and will make the appropriate recommendation to City Manager and City Council.

## **Resolution 2024-XXX**

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

**February 27, 2024**

### **Resolution Authorizing Mayor to sign sub-recipient agreement with Lake Valley Fire Protection District under a reimbursement agreement California Tahoe Conservancy Grant funds for professional services in the amount up to \$1,651,250.**

#### **BACKGROUND**

- A. Lake Valley Fire Protection District has been awarded a grant ("Funding agreement") in the amount of \$3,302,500 from the California Tahoe Conservancy for capacity planning projects.
- B. The grant provides funding for planning and coordination, materials & supplies, and management/administrative costs.
- C. The Lake Valley Fire Protection District, California Tahoe Conservancy and the City have an interest in furthering the purpose of the grant.
- D. The Lake Valley Fire Protection District is the lead agency, will receive the grant funds. The City is the sub-recipient under this agreement providing quarterly invoicing and reporting for professional services related to the fuels reduction projects.
- E. The City of South Lake Tahoe and Lake Valley Fire Protection District desire to cooperate in the implementation of the project.
- F. SLTFR would like to establish a Division Chief position to be fully funded by the grant to manage all fuels projects on the south shore. This would be a limited term position through the length of the grant ending in October 2027 unless further funds are secured beyond that date.

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

- 1. Authorizes and directs the Mayor to sign the sub-recipient reimbursement agreement ("Agreement") with Lake Valley Fire Protection District in the amount up to \$1,651,250.00 valid through October 31, 2027, which is attached hereto as Exhibit "A."
- 2. Certifies that the City of South Lake Tahoe has or will have sufficient funds to operate and maintain the project including the new position of Division Chief at SLTFR.
- 3. Certifies that if approved, funds under the jurisdiction of The City of South Lake Tahoe are available to begin the project.
- 4. Certifies that said applicant will expend grant funds in accordance with the Agreement.
- 5. Delegates authority to the City Manager or designee to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project.

6. Accepts the grant funds and authorize the Finance Director to appropriate the funds into the Fiscal Year 2024-2027 budgets as described in the staff report.

Adopted by the City of South Lake Tahoe City Council on February 27, 2024 by the following vote:

Yes:

No:

Absent:

Abstain:

\_\_\_\_\_  
Mayor Cody Bass

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.

## **LAKE VALLEY FIRE PROTECTION DISTRICT GRANT SUB-RECIPIENT AGREEMENT**

This Sub-recipient Agreement (“Agreement”) is entered into as of this 27th day of February, 2024, by and between Lake Valley Fire Protection District (“District”) and City of South Lake Tahoe, ("Sub-recipient"). The District and Sub-recipient may be collectively referred to as "Parties" or individually referred to as "Party" in this Agreement.

### **RECITALS**

WHEREAS, the District has been awarded a grant (“Funding Agreement”) in the amount of three million, three hundred two thousand and five hundred dollars (\$3,302,500) (“Project Funds”) from the California Tahoe Conservancy ("Funding Agency") for the Lake Valley Fire Protection District Capacity Planning Project (Project); and

WHEREAS, the Sub-recipient is a general law city in El Dorado County, CA, that was founded on November 30, 1965 with authority to enter into this Agreement and receive grant funds from the District for the purposes stated herein; and

WHEREAS, the District and the Sub-recipient have an interest in furthering the purpose of the grant; and

WHEREAS, the District and the Sub-recipient recognize that the development of the Capacity Planning project is eligible for funding under applicable grant regulations; and

WHEREAS, the District and the Sub-recipient desire to cooperate in the implementation of the Project.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived there from, the Parties agree as follows:

### **OPERATIVE PROVISIONS**

#### **1. Incorporation of Recitals**

The Recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

2. Supervision of Sub-recipient

A. District hereby designates the Fire Chief, or his/her designee, to act as its representative for the performance of this Agreement ("District's Representative"). The District's Representative shall have the power to act on behalf of the District for all purposes under this Agreement. Sub-recipient shall not accept direction from any person other than the District's Representative or his or her designee.

B. The Sub-recipient shall not undertake any work under the terms of this Agreement that is outside of scope of services as outlined in Exhibit A, in compliance with overall terms and conditions to the terms and regulations of the Funding Agreement in Exhibit B.

3. Organization of Sub-recipient

A. Sub-recipient's role in this Agreement is to provide professional services related to the Project as outlined in Exhibit A.

B. General legal counsel for the Sub-recipient shall be provided by the Sub-recipient's general counsel.

4. Sub-recipient Funding and Support

The District has received funding in the following amount from Funding Agency which shall be made available to the Sub-recipient to fund the professional services related to the Project and the administration of the Project Funds.

Amount Allocated to Sub-recipient

Amount: \$1,651,250

Description	Total
Project planning and coordination	\$1,375,000
Mileage, travel, materials & supplies	\$1,250
Administrative costs	\$275,000
<b>Grant Total</b>	<b>\$1,651,250</b>

5. Scope of Sub-recipient Services

The Sub-recipient's scope of services and the time periods of performance for such scope of services are set forth in Agreement Number CTA22048L (Exhibit B) attached hereto and by this reference made a part hereof.

6. Time of Performance

Said services of the Sub-recipient are to commence on February 27, 2024 (the "Effective Date"), and shall continue in full force and effect through and including October 31, 2027.

7. Record Retention

Records, maps, field notes and supporting documents and all other records pertaining to the use of Project Funds disbursed to the Sub-recipient hereunder shall be retained by the Sub-recipient and available to the District for examination and for purposes of performing an audit for a period of three (3) years from the date of expiration or termination of this Agreement or final audit by the Funding Agency, whichever is later, consistent with the Funding Agreement terms and conditions (Exhibit B). Such records shall be available to the District and to appropriate county, state or federal agencies and officials for inspection with advance notice and during the regular business hours of the Sub-recipient, excluding federal and state government holidays. In the event of litigation or an audit relating to this Agreement or funds paid to the Sub-recipient by the District under this Agreement, such records shall be retained by the Sub-recipient until all such litigation or audit has been resolved.

8. Accounting

At all times, the Chief Financial Officer, or comparable position, of the Sub-recipient shall maintain the financial books and records of the Sub-recipient to be established pursuant to this Agreement and maintained by the Sub-recipient separate and apart from other Sub-recipient financial records and shall set forth all financial activity hereunder as a separate line item in the annual budget of the Sub-recipient.

9. Regular Reporting Requirements

The Sub-recipient shall submit reports as detailed in the scope and as requested by the District in order to fulfill its requirements in accordance with the Funding Agency prime award.

10. Compliance with Laws and Assurances

The Sub-recipient hereby assures and certifies that it has complied with and will continue to comply with all applicable federal, state, and local laws, ordinances, regulations, policies, guidelines, and requirements as they relate to acceptance and use of Project Funds for this Project, including but not limited to, those requirements attached as Exhibit B. Without limiting the foregoing, Sub-recipient shall provide Form 1099s and other necessary tax documentation to those receiving funds under this Agreement to the extent required by applicable law.

11. Discrimination

A. No person shall, on the grounds of race, sex, creed, color, religion or national origin, be excluded from participating in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, programs, or employment supported by this Agreement.

B. The Sub-recipient shall not discriminate against any person on the basis of race, color, creed, religion, natural origin, ancestry, sex, marital status or physical handicap in the performance of the Scope of Services of this Agreement. Without limitation, the Sub-recipient hereby certifies that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status or national origin.

12. Changes in Grant Allocation

A. The District may grant additional funds at its discretion for use by the Sub-recipient to assure the successful completion of the Project.

B. Notwithstanding anything to the contrary in this Agreement, the District's obligation hereunder to pass through Project Funds to Sub-recipient for the purpose of reimbursing Sub-recipient for its qualified costs and expenses shall be fully contingent upon Funding Agency's approval of Sub-recipient's invoiced costs and expenses. In the event Funding Agency finds any of Sub-recipient's costs or expenses to be non-reimbursable, Sub-recipient shall be solely liable for such costs or expenses without reimbursement from District.

13. Notices

All notices herein required shall be in writing. Notices shall be sent by prepaid First Class Mail to the following Address:

To the District: Lake Valley Fire Protection District  
2211 Keetak Street

South Lake Tahoe, CA 96150  
Attn: Martin Goldberg, Captain

To the Sub-recipient: South Lake Tahoe Fire Rescue  
1901 Lisa Maloff Way  
South Lake Tahoe, CA 96150  
Attn: Jay Manning, Battalion Chief

14. Assignment

This Agreement is not assignable by the Sub-recipient without the express prior written consent of the District, which consent shall be given in the District sole discretion. Any attempt by the Sub-recipient to assign any performance of the terms of this Agreement shall be null and void and shall constitute a material breach of this Agreement upon the occurrence of which the District may, among its other remedies, and without limitation or prior notice, cancel, terminate or suspend this Agreement.

15. Termination

This Agreement may be terminated at any time by either Party upon giving thirty (30) days prior notice in writing to the other Party.

If the Agreement is terminated, all finished or unfinished documents and other materials shall, at the option of District, become its property. Sub-Recipient shall be paid a total amount that is the ratio of completed tasks, and mutually agreed percent-completed tasks, to total services as determined by District, less payments already made under this Agreement.

16. Release Indemnification and Hold Harmless

Sub-recipient agrees to indemnify, defend, and hold the District, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Sub-recipient, its officers, agents, or employees. Notwithstanding anything to the contrary, Sub-recipient shall not be obligated to indemnify for claims arising out of the sole negligence or willful misconduct of the District.

17. Conflict of Interest

The Sub-recipient, its agents and employees shall comply with all applicable federal, state and local laws and regulations governing conflict of interest. To this end, the Sub-recipient will make available or shall provide copies of all applicable federal, state and local laws and regulations governing conflict of interest, to its agents and employees.

18. Project Monitoring

The District will monitor the Sub-recipient in the performance of this Agreement. The Sub-recipient shall maintain such property, personnel, financial and other records and accounts as are considered necessary by Funding Agency and the District to assure proper accounting for all Project Funds authorized under this Agreement. The Sub-recipient shall permit on-site inspection by the District and/or Funding Agency representatives with reasonable prior written notice, and ensure that its officials, employees and agents furnish such information, as in the judgment of the District and Funding Agency, may be relevant to a question of compliance with contractual conditions and Funding Agency directives, or the effectiveness, legality, and achievements of the Project. All the Project specific Sub-recipient records, with the exception of confidential client information, shall be made available to representatives of the District and Funding Agency. The District will conduct periodic Project progress reviews. These reviews will focus on the extent to which the planned Project has been implemented and measurable goals achieved the effectiveness of Project management, and the impact of the Project.

19. Religious Proselytizing or Political Activities

The Sub-recipient agrees that it will not perform or permit any religious proselytizing or political activities in connection with the performance of this Agreement. Project Funds under this Agreement will be used exclusively for performance of the Scope of Services required under this Agreement and no funds shall be used to promote any religious or political activities.

20. Audits

The Sub-recipient shall undergo audits as mandated by Funding Agency and the District. The District and Funding Agency, and their authorized representatives shall, at all times, have access for the purpose of audit or inspection to any and all books, documents, papers, records, property, and premises of the Sub-recipient, whose staff will cooperate fully with authorized auditors when they conduct audits and examinations of the Project.

21. Counterparts

The Agreement may be executed in counterparts. When executed, each counterpart shall be deemed an original, irrespective of date of execution. Said counterparts shall together constitute one and the same Agreement.

22. Severability

Each and every section of this Agreement shall be construed as a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof to certain circumstances shall be declared invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is declared invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

23. Amendment or Modification

This Agreement may only be modified or amended by written instrument duly approved and executed by each of the Parties hereto. Any such modification or amendment shall be valid, binding and legally enforceable only if in written form and executed by each of the Parties hereto, following all necessary approvals and authorizations for such execution.

24. Governing Law

This Agreement shall be governed by the laws of the State of California. Any legal action arising from or related to this Agreement shall be brought in the Superior Court of the State of California in and for the County of El Dorado.

25. Compliance with Law

The Sub-recipient shall comply with all applicable local, state and federal laws, including, but not limited to, environmental acts, rules and regulations applicable to the work to be performed by the Sub-recipient under this Agreement. The Sub-recipient shall maintain all necessary licenses and registrations for the lawful performance of the work required of the Sub-recipient under this Agreement.

The Sub-recipient is informed and aware of the funding requirements applicable to this Agreement and the sub-recipient flow down requirements contained therein and on that basis certifies that it shall comply with said sub-recipient flow down requirements in the

performance of this Agreement (“Funding Requirements”). Such Funding Requirements are attached hereto as Exhibit B and incorporated herein by this reference.

26. Non-Waiver

Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the same provision or any remaining provisions of this Agreement.

27. Representatives of Persons Executing the Agreement

The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the respective Party that each purports to represent.

28. Press Releases

No news releases, including photographs, public announcements, or confirmations of the same, of any part of the subject matter of this Agreement or any phase of the provision of the Scope of Services by Sub-recipient shall be made without prior written consent of the District.

29. Default and Remedies

A. Events of Default

The occurrence of any of the following shall, after the giving of any notice described therein, constitute a default by Sub-recipient hereunder ("Event of Default"):

i. The failure of Sub-recipient to pay or perform any monetary covenant or obligation hereunder or any of the documents executed in connection herewith, without curing such failure within sixty (60) calendar days after receipt of written notice of such default from the District (or from any party authorized by the District to deliver such notice as identified by the District in writing to Sub-recipient);

ii. The failure of Sub-recipient to perform any nonmonetary covenant or obligation hereunder or any of the documents executed in connection herewith, without curing such failure within sixty (60) calendar days after receipt of written notice of such default from the District (or from any party authorized by the District to deliver such notice as identified by the District in writing to Sub-recipient) specifying the nature of the event or deficiency giving rise to the default and the action required to cure such deficiency; provided, however, that if any default with respect to a nonmonetary obligation is such that

it cannot be cured within a sixty (60)-day period, it shall be deemed cured if Sub-recipient commences the cure within said sixty (60)-day period and diligently prosecutes such cure to completion thereafter:

B. Notwithstanding anything herein to the contrary, the herein described notice requirements and cure periods shall not apply to any Event of Default described in the following sentence. Voluntary cessation of the operation of the Project for a continuous period of more than thirty (30) calendar days or the involuntary cessation of the operation of the Project in accordance with the Agreement for a continuous period of more than sixty (60) calendar days, unless such cessation is approved, in writing, by the District:

C. Any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties under this Agreement are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

D. The District's Remedies:

Without any prejudice to the other rights of the District under this Agreement, upon the occurrence of an Event of Default hereunder, the District, or an agent of the District, may, in its sole discretion, take any one or more of the following actions:

i. By notice to Sub-recipient declare that the entire unobligated amount of the Project Funds, less any un-cancelable obligations that are not effected or related to the Event of Default, must be immediately returned to the District, and the same shall become due and payable without further demand, protest or further notice of any kind, all of which are expressly waived;

ii. Subject to any nonrecourse provisions in this Agreement, take any and all actions and do any and all things which are allowed, permitted or provided by law, in equity or by statute, to enforce performance and observance of any obligation, agreement or covenant of the Sub-recipient under this Agreement or under any other document executed in connection herewith;

E. The District Default and Sub-recipient's Remedies: Upon fault or failure of the District to meet any of its obligations under this Agreement without curing such failure within sixty (60) calendar days after receipt of written notice of such failure from Sub-recipient specifying the nature of the event or deficiency giving rise to the default and the

action required to cure such deficiency, Sub-recipient may seek equitable or declaratory relief in a court of competent jurisdiction and in accordance with the venue requirements set forth herein.

30. Consequential Damages and Limitation of Liability:

The Sub-recipient agrees that in no event will the District become liable to the Sub-recipient under this Agreement for any damages including but not limited to, special damages, loss of revenue, loss of profit, operating costs or business interruption losses, regardless of cause, including breach of contract, negligence, strict liability or otherwise. The limitations and exclusions of liability set forth in this Section shall apply regardless of fault, breach of contract, tort, strict liability or otherwise of the District, its employees or sub-consultants.

31. Legal Proceedings

Should any legal proceedings be commenced to enforce, enjoin, or collect funds or otherwise affect this Agreement, it shall be filed in El Dorado County Superior Court. The prevailing party shall be entitled to recover its reasonable legal fees. The costs, salary and expenses of the District's attorney and members of his office in enforcing this Agreement on behalf of the District and the costs, salary and expenses of the General Counsel and members of his or her office in enforcing this Agreement on behalf of the Sub-recipient shall be considered as "legal fees" for the purposes of this paragraph.

32. Exhibits

The Exhibits to this Agreement are an integral part of this Agreement and have each been incorporated herein.

33. Entire Agreement

This Agreement constitutes the entire agreement between Parties. This Agreement supersedes all prior negotiation, discussions and agreements between Parties concerning the subject matters covered herein. The Parties intend this Agreement to be the final expression of their agreement with respect to the subjects covered herein and a complete and exclusive statement of such terms.

34. Insurance

A. Time for Compliance. Sub-recipient shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to

property which may arise from or in connection with the performance of the Agreement by the Sub-recipient, its agents, representatives, employees or contractors. Sub-recipient shall not commence work under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section.

i. Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance (or equivalent self-insurance):

Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as the latest version of the Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$2,000,000 per occurrence. The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as the latest version of Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$2,000,000 each accident.

Workers' Compensation and Employer's Liability: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

ii. Endorsements.

The policy or policies of insurance required by Section 34(a) for Commercial General Liability and Automobile Liability Insurance shall be endorsed to provide the following:

- (1) Additional Insured: District, and the State of California, California Tahoe Conservancy (CTC), their officers, agents, employees and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Sub-recipient; or (4) contain any other exclusions contrary to the Agreement.

- (2) Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the District or CTC, its officials, officers, employees and agents shall not contribute with this primary insurance.
- (3) Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insured, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.
- (4) Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon District except ten (10) days prior written notice shall be allowed for non-payment of premium.
- (5) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the District, its officials, officers, employees and agents.
- (6) Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the District, its officials, officers, employees and agents.
- (7) Applicability: That the coverage provided therein shall apply to the obligations assumed by Sub-recipient under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

The policy or policies of insurance required by Section 34(a) Workers' Compensation shall be endorsed, as follows:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the District and CTC, their officials, officers, employees and agents.
- (2) Cancellation: The policy shall not be canceled or the coverage

suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon District except ten (10) days prior written notice shall be allowed for non-payment of premium.

Deductible. Any deductible or self-insured retention must be approved in writing by District and shall protect the District, its officials, officers, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. Sub-recipient shall be solely responsible for the payment of all deductibles.

Evidence of Insurance. Sub-recipient, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with District. If such coverage is canceled or reduced, Sub-recipient shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with District evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

Failure to Maintain Coverage. Sub-recipient agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to District. District shall have the right to withhold any payment due Sub-recipient until Sub-recipient has fully complied with the insurance provisions of this Agreement.

In the event that Sub-recipient's operations are suspended for failure to maintain required insurance coverage, Sub-recipient shall not be entitled to an extension of time for completion of the work because of production lost during suspension.

Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law..

## **SIGNATURES ON FOLLOWING PAGE**

**SIGNATURE PAGE TO GRANT SUB-RECIPIENT AGREEMENT  
BETWEEN  
LAKE VALLEY FIRE PROTECTION DISTRICT AND  
CITY OF SOUTH LAKE TAHOE**

IN WITNESS WHEREOF, this Agreement was executed on the date first  
written above.

LAKE VALLEY FIRE PROTECTION DISTRICT

CITY OF SOUTH LAKE TAHOE

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: Mayor, South Lake Tahoe

Name: \_\_\_\_\_

Name: Cody Bass

Approve as to Form:

\_\_\_\_\_

Heather Stroud, City Attorney

ATTEST:

\_\_\_\_\_

Susan Blankenship, City Clerk

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### Task 1: Project Planning and Coordination

City of South Lake Tahoe (“Sub-recipient”) will provide Lake Valley Fire Protection District (“District”) with professional services for planning and preparing for the implementation of high priority fuels reduction and wildfire prevention projects on state, local government, and private lands in the South Shore area of the Lake Tahoe Basin (Basin). This work will be done in coordination with the District, California Tahoe Conservancy (CTC), the Tahoe Fire and Fuels Team (TFFT), the Tahoe Resource Conservation District (Tahoe RCD), and other Basin partners.

Duties will include planning, coordinating, and preparing fuels reduction and wildfire prevention projects on state, local government, and private lands within the Sub-recipient jurisdiction, and ensure that these projects are ready for implementation. The Sub-recipient will actively manage all project management oversight for project planning, including any required coordination and landowner engagement. The Sub-recipient will work closely with the District, Tahoe RCD, and the CTC on project planning and ensuring that the pipeline of projects are priority fuels treatment projects identified in the Community Wildfire Protection Plan (CWPP) or as identified by the TFFT and that projects comply with CA Forest Practice Rules, the Conservancy Forestry Guidelines Resolution no. 21-11-05, and the California Environmental Quality Act.

Tasks include, but are not limited to:

1. Annual Work Plan – Prepare a workplan detailing proposed project locations, required funding, implementation plans, monitoring as needed, along with schedule.
2. Landowner Engagement – Conduct landowner engagement to obtain necessary encroachment, Right of Entry, or other land use agreements for implementation of projects.
3. Coordinate meetings with Tahoe RCD and Conservancy every other month or as needed to ensure timely communication.
4. Maintain GIS records of fuels reduction projects, perform GIS analysis for project prioritization, and produce maps for internal and external groups.
5. Coordinate with Tahoe Fire and Fuels Team (TFFT), attend regular TFFT meetings, assist with annual work plan and Incident Action Plan (IAP).
6. Develop fire prevention and education plans, assist the TFFT in the presentation of fire prevention and public education and programs, and assist with public outreach materials.
7. Other related tasks for projects within the Lake Tahoe Basin identified for hazardous fuels reduction treatments.

## **EXHIBIT A**

### **SCOPE OF SERVICES (CONTINUED)**

#### Task 2: Project Deliverables include, but are not limited to:

Sub-recipient will provide the District with support for the development of required CTC and EIP reports, as follows:

1. Annual Workplan, at a time mutually agreed upon by Sub-recipient and District
2. Copies of all encroachment permits, rights of entry, MOUs, and any other land use agreements necessary for implementation of projects.
3. Scheduled meetings every other month, including attendance documentation, copies of agendas, summary notes, and follow up action items.
4. Copies of shapefiles, data, analysis, and maps of project prioritization of fuels reduction projects produced for internal and external use.
5. TFFT Meeting Notes, copy of the TFFT annual work plan, and IAP.
6. Copies of all fire prevention and education plans, presentations, and any other public outreach materials produced.
7. Documentation of any other related tasks for hazardous fuels reduction treatments.

#### Task 3: Project Administration

Sub-recipient will provide the District with invoices and required support documentation as outlined by the funding agreement in Exhibit B on, at minimum, a quarterly basis, and, as often as a monthly basis, to facilitate timely reimbursement requests by the District to CTC, as outlined in Exhibit B. To this end, the sub-recipient will work closely with the District contracted Grant Compliance Manager, to ensure compliance with the CTC, the funding agency, and the OMB Super Circular rules and guidelines.

With the exception of the final reimbursement invoice, invoices and support documentation for requests of reimbursement shall be submitted to the District for review, approval and subsequent processing no later than the 15<sup>th</sup> day of the month following month of fiscal quarter end. For project close out, the final invoice and support documentation shall be submitted to the District for review, approval and subsequent processing no later than November 30<sup>th</sup>, 2027 covering work through October 31, 2027.

## **EXHIBIT B**

### **Funding Requirements**

**California Tahoe Conservancy Agreement #CTA22048L - Attached**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

CTA22048L

PURCHASING AUTHORITY NUMBER (If Applicable)

TAH-3125

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Tahoe Conservancy

CONTRACTOR NAME

Lake Valley Fire Protection District

2. The term of this Agreement is:

START DATE

May 1, 2023 or upon approval by all parties whichever is later

THROUGH END DATE

December 15, 2027

3. The maximum amount of this Agreement is:

\$ 3,302,500 Three Million Three Hundred Two Thousand Five Hundred Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
	Grant Agreement	10
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	4
+ - Exhibit C	List of Assurances	3
+ - Exhibit D	Request for Disbursement Template	2
+ - Exhibit E	Eligible and Ineligible Costs	1
+ - Exhibit F	Reporting and Data Requirements	4
+ - Exhibit G	Mandatory Insurance Provisions	4

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Lake Valley Fire Protection District

CONTRACTOR BUSINESS ADDRESS

2211 Keetak St

CITY

South Lake Tahoe

STATE

CA

ZIP

96150

PRINTED NAME OF PERSON SIGNING

Chad Stephen

TITLE

Fire Chief

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

5/19/2023

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

CTA22048L

PURCHASING AUTHORITY NUMBER (If Applicable)

TAH-3125

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Tahoe Conservancy

CONTRACTING AGENCY ADDRESS

1061 Third Street

CITY

South Lake Tahoe

STATE

CA

ZIP

96150

PRINTED NAME OF PERSON SIGNING

Jane Freeman

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

*Jane Freeman*

DATE SIGNED

5/22/2023

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

## GRANT AGREEMENT

THIS AGREEMENT (Agreement) is entered into between the California Tahoe Conservancy (Conservancy) and the Lake Valley Fire Protection District (Grantee) effective upon the date this Agreement has been fully executed by both parties (Effective Date).

### 1. Scope of Agreement

The Conservancy, pursuant to its Resolution no. 21-11-05 of November 8, 2021 and Section 21000 et seq. and Section 66907.7 of the Government Code, grants to the Grantee a sum not to exceed **three million, three hundred two thousand and five hundred dollars (\$3,302,500)**, subject to the terms and conditions set forth below.

These funds shall be used for the Lake Valley Fire Protection District Capacity Planning Project (Project).

The Grantee hereby agrees to complete the Project in accordance with:

- a. The terms and conditions of this Agreement;
- b. The Scope of Work and Grant Schedule described in **Exhibit A**; and
- c. The Budget Detail as set forth in **Exhibit B**.

The Grantee shall at all times exercise responsibility over the Project.

### 2. Incorporation of Documents by Reference

The following exhibits and other documents are incorporated by reference into this Agreement and made a part hereof:

- a. Exhibit A, Scope of Work and Grant Schedule;
- b. Exhibit B, the Budget Detail;
- c. Exhibit C, the Grantee's List of Assurances;
- d. Exhibit D, Request for Disbursement Form;
- e. Exhibit E, Eligible and Ineligible Costs;
- f. Exhibit F, Reporting and Data Requirements; and
- g. Exhibit G, Mandatory Insurance Provisions.

In the event of any inconsistency between or among the main body of this Agreement and the above documents, the inconsistency shall be resolved, except as otherwise provided herein, by giving precedence in the following order: (1) the body of the Agreement; (2) the Scope of Work; (3) the Budget Detail and Grant Schedule; (4) the List of Assurances; (5) the Eligible and Ineligible Costs; (6) the Mandatory Insurance

## GRANT AGREEMENT

Provisions; (7) the Reporting and Data Requirements; and (8) the Request for Disbursement Form.

### 3. Scope of Work

The Scope of Work, **Exhibit A**, describes the tasks and deliverables funded by this grant. The Scope of Work may be modified upon Grantee's submission of a modified Scope of Work and the Executive Director's (or designee's) written approval.

### 4. Other Contractors

Nothing in this Agreement shall create any contractual relationship between any third party contractor and the Conservancy.

### 5. Publicity and Acknowledgment

Grantee agrees that it will acknowledge the Conservancy's support whenever work funded in whole or in part by this Agreement is publicized in any news media, brochures, articles, seminars, or other type of promotional material.

### 6. Copies of Data, Plans and Specifications, Reports

Grantee shall provide the Conservancy with copies of all data, design plans, specifications, photographs, audio and video productions, films, recordings, reports, findings, and recommendations of every description or any part thereof, prepared under this Agreement in accordance with the Reporting and Data Requirements, **Exhibit F**.

All material, data, information, and written, graphic, or other work produced or developed, and formally or informally produced or delivered for or to the Conservancy under this Agreement is subject to the unqualified and unconditional right of the State of California to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, for or on behalf of the State or to carry out State objectives, free of charge and to authorize others to do so. Upon issuance of a trademark, service mark, or patent claiming such work, the Conservancy shall be granted a perpetual, royalty-free, nonexclusive, and irrevocable license to use, reproduce, and publish the work or any part of it, and use the work or any part of it in the creation of derivative works for or on behalf of the State, or to carry out State objectives, and to grant to any third party a comparable and coextensive sublicense. If any such work is subject to copyright, Grantee will not assert its rights under copyright against the Conservancy, or against any third party, through the Conservancy, to use, reproduce, publish, create derivative

## GRANT AGREEMENT

works, display, or perform the work or any part of it for or on behalf of the State or to carry out State objectives.

Grantee shall submit all electronic data collected and created under this Agreement to the Conservancy. A condition of final payment under this Agreement includes delivery of all related data in the format requested. The Conservancy reserves the right to conduct technical review of interim or final grant deliverables prior to making reimbursement or final payments.

### 7. Scope of Work Completion

Grantee shall complete the Scope of Work by the completion date provided in the Grant Schedule in **Exhibit A**. Upon completion of the Scope of Work, the Grantee shall supply the Conservancy with evidence of completion by submitting: (1) the work products specified in **Exhibit A**; (2) the Final Report specified in **Exhibit F**; and (3) a fully executed final Request for Disbursement form, **Exhibit D**. Within thirty (30) days of Grantee's compliance with this Section, the Conservancy shall determine whether the Scope of Work has been satisfactorily completed. If the Conservancy determines that the Scope of Work has been satisfactorily completed, the Conservancy shall issue to the Grantee a Letter of Acceptance of the Scope of Work. The Scope of Work shall be deemed complete as of the date of the Letter of Acceptance.

### 8. Progress Reports and Final Report

The Grantee shall submit progress reports and a Final Report consistent with **Exhibit F** and the Scope of Work (**Exhibit A**). Progress reports shall be submitted semi-annually (April and October). The Final Report shall be submitted on or before the completion date listed in the Grant Schedule as described in **Exhibit A**. A request for final payment should be submitted in conjunction with, but not as a portion of, the Final Report.

### 9. Expenditure of Funds and Allocation of Funding Among Budget Items

Except as otherwise provided herein, the Grantee shall expend funds in the manner described in **Exhibit B**.

### 10. Term of Agreement; Termination

This Agreement shall take effect upon the Effective Date. The term of the Agreement shall run from the Effective Date through **December 15, 2027** (the End Date) unless otherwise terminated or amended as provided herein.

## GRANT AGREEMENT

Prior to completion of the grant, for any discrete component of the Scope of Work, either party may indicate its intent to terminate its obligations under this Agreement with respect to that component, for any reason, by providing the other party with sixty (60) days' notice in writing.

In the event of termination by the Conservancy, Grantee agrees to take all reasonable measures to prevent further costs to the Conservancy under this Agreement, and the Conservancy shall be responsible for any reasonable and non-cancellable (binding) obligations incurred by Grantee in the performance of this Agreement until the date of actual termination, but in any case, not to exceed the undisbursed balance of funding authorized in this Agreement.

If, other than for reasons beyond Grantee's control, Grantee fails to complete the work in accordance with this Agreement or fails to fulfill another material term or obligation of this Agreement, Grantee shall repay to the Conservancy all amounts disbursed by the Conservancy hereunder. The Conservancy may, in its discretion, waive such repayment, in whole or in part, on the basis of Grantee's written statement of reasons. If the Executive Director (or designee) does not approve such waiver, the matter shall be referred to the Conservancy's governing board for its decision.

Following notice of intent to terminate, the Conservancy and the Grantee shall enter into a written termination agreement establishing the effective date for termination of the Scope of Work, the basis for settlement of any outstanding obligations, and the amount and the date of payment of any sums due to either party.

This Section shall not be deemed to limit any legal or equitable remedies which either party may have for breach of this Agreement.

### 11. Liability

The Grantee shall indemnify, and save harmless the Conservancy and its members, Directors, members, agents and employees, from any and all liabilities, claims, demands, damages, or costs resulting from, growing out of, or in any way connected with or incident to this Agreement, or the planning, design, or existence of the Project, except to the extent of, and in direct proportion to the active negligence or the intentional wrongdoing of the Conservancy, or its member(s), Director(s), agent(s) or employee(s), which arises other than from (1) a failure by the Conservancy to warn of hazards, based upon its review or inspection of the Project plans, designs, specifications or site(s), and/or (2) the omission by Conservancy to review or inspect said plans, designs, specifications or site(s).

## GRANT AGREEMENT

The parties expressly acknowledge that this Agreement is an agreement for the subvention of public funds from the Conservancy to the Grantee and is not an "agreement" as that term is defined in Government Code Section 895 or a "construction contract" under Civil Code Sections 2782 or 2783. Accordingly, it is acknowledged Grantee does not, in matters arising under this Agreement, have any right to contribution and indemnity from the Conservancy and/or the State of California arising under Government Code Sections 895.2 and 895.6.

Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its Directors, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement, except such liability as results from the Conservancy's active negligence or the intentional wrongdoing of Conservancy, its member(s), Director(s), agent(s), or employee(s), and, in the case of joint negligence, is in direct proportion to the Conservancy's share of fault.

### 12. Insurance

Grantee shall procure and maintain insurance, as specified in **Exhibit G**, against claims for injuries to persons and damage to property that may arise from or in connection with any activities of the Grantee or its agents, representatives, employees, or contractors associated with the Project undertaken pursuant to this Agreement. Grantee shall be responsible for all deductibles in all Grantee's insurance policies.

As an alternative, with the written approval of the Conservancy's Executive Director (or their designee), the Grantee may satisfy the coverage requirements in whole or in part through: (a) its contractors' procurement and maintenance of insurance for work under this Agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the Grantee's participation in a "risk management" plan, self insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section.

In the event that Grantee enters into an agreement or agreements with independent contractors or other third parties other than agencies of the State of California and Nevada for implementation of the Project or a portion thereof, such agreement(s) shall include a mandatory insurance provision substantially in the form of **Exhibit G** attached hereto. In addition, Grantee shall make reasonable efforts to assure that the Conservancy, and its members, Directors and employees are included as additional insureds under the insurance required by said **Exhibit G**, and that a copy of the endorsements or certificate naming them as additional insureds is furnished to the Conservancy as soon as practical. In the event the contractor or third party is unable to

## GRANT AGREEMENT

name the Conservancy as an additional named insured, the Grantee shall so notify the Conservancy. Within five (5) working days thereafter the Conservancy should notify the Grantee whether the Grantee shall proceed with the Project or a portion thereof absent such provision in the insurance.

The company or companies providing such insurance shall have no recourse against the Conservancy and the State of California, and their members, Directors and employees, or any of them, for payment of any premiums or assessments under such insurance. The Conservancy shall also be provided with notice of any proposed cancellation of insurance.

In the event that the insurance coverage cannot be obtained, or is canceled or reduced below the minimums required herein, the Conservancy may in its sole discretion waive, in part or in whole, the insurance requirements set forth above; provided, however, that the Conservancy may reinstate such requirements if it determines there has been a change of circumstances.

### 13. Travel

Travel related expenses may not exceed the State travel reimbursement rate. For details, see the Department of Human Resources (CalHR) Travel Reimbursements website at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.

Due to budget constraints and in the spirit of fiscal responsibility, all in-person meetings shall be located within a 100-mile radius of Lake Tahoe, California, unless approved in advance by the Conservancy. Any travel required by the Conservancy staff in relation to the production of work outside of the 100-mile radius shall be paid for by the Grantee unless specifically authorized. These travel costs shall include airfare, rental car, and overnight accommodations, if necessary.

### 14. Audits/Accounting/Records

The Grantee shall establish an official file for the grant. The file shall contain adequate documentation of all actions that have been taken with respect to the grant Scope of Work.

Grantee shall establish separate accounting records for receipt, deposit, and disbursement of all grant funds. All funds received by the Grantee shall be deposited into separate fund accounts that identify the funds and clearly show the manner of their disposition. The Grantee agrees that adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from support documentation to the accounting records to the financial

## GRANT AGREEMENT

reports and billings. The Grantee shall promptly report to the Conservancy the application for or the receipt of any new funds from other funding sources.

The Grantee shall maintain books, records, documents, and other evidence sufficient to reflect properly the amount, receipt, and disposition of all grant funds. The maintenance requirements extend to books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents and records. Source documents include copies of all awards, applications, and required financial and narrative reports. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the award, whether they are employed full-time or part-time. Time and effort reports are also required for consultants and contractors. Adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

All Grantee records relevant to the Scope of Work must be preserved a minimum of three (3) years after the final payment of the contract or the final audit, whichever is later, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the State of California.

The State of California and the Conservancy reserve the right to call for a program audit or a financial audit at any time between the execution of this Agreement and the completion or termination of the Scope of Work. At any time, the Conservancy may disallow all or part of the cost of the activity or action determined to be not in compliance with the terms and conditions of this Agreement.

### 15. Independent Status of Grantee and Conservancy

The Grantee, its agent(s) and employee(s), and the Conservancy, its agent(s) and employee(s), in the performance of this Agreement, shall act in an independent capacity and not as Directors or employees or agents of the respective parties.

### 16. Nondiscrimination

During the performance of this Agreement, the Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Grantee and its contractors shall comply with the provisions

## GRANT AGREEMENT

of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts entered into by the Grantee for the performance of work within the scope of this Agreement.

### 17. Assignability

Without the written consent of the Conservancy or its successors, the Grantee's interest in, and responsibilities under this Agreement shall not be assignable by the Grantee either in whole or in part.

### 18. Time of the Essence

Time is of the essence as to the date upon which Grantee has agreed to complete the Scope of Work. With respect to all other dates set forth herein, Grantee shall use best efforts to accomplish the tasks on the specified date.

### 19. Amendment

Except as otherwise provided herein, no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement to be incorporated herein shall be binding on any of the parties hereto.

Any request to extend the term of the Agreement beyond December 15, 2027, must be submitted to the Conservancy in writing no later than September 15, 2027. Approval of any time extension (Completion Dates or term of Agreement) is at the sole discretion of the Conservancy.

### 20. Grant Coordinator(s)

Christine Aralia, (or such other person(s) as the Executive Director may designate from time to time), is designated the Conservancy's Grant Coordinator for this grant. The Grantee's officer with responsibility for administering this Agreement is Chad Stephen, Fire Chief, or their designee.

## GRANT AGREEMENT

### 21. Conservancy Approvals

All actions and approvals, required to be taken by the Conservancy under this Agreement, may be taken by the Executive Director or a designee.

### 22. Grantee Approvals

All actions and approvals, required to be taken by the Grantee under this Agreement, may be taken by the Grantee's Fire Chief, Chad Stephen, or their designee.

### 23. Sections and Headings

The headings and captions of the various sections of this Agreement have been inserted only for the purpose of convenience and are not a part of this Agreement and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this Agreement.

### 24. Severability

The provisions of this Agreement are intended to be severable, separate, and distinct from each other. If any provision hereof is determined to be invalid or for any reason becomes unenforceable, no other shall be thereby affected or impaired.

### 25. Entire Agreement

This Agreement, and the attached exhibits, constitutes the entire contract between the parties hereto, relating to the Scope of Work and may not be modified except by an instrument in writing signed by all parties to the Agreement.

### 26. Russian Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the Conservancy determine Grantee is a target of Economic Sanctions or is

## **GRANT AGREEMENT**

conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The Conservancy shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the Conservancy.

## **EXHIBIT A**

### **Scope of Work**

**Project: Lake Valley Fire Protection District (LVFPD) Project management**

**Location:** Lake Tahoe Basin

**Timeframe:** May 2023 – December 2027

**Amount:** \$3,302,500

### **Project Description**

As Grantee, the LVFPD will be responsible for planning and preparing for the implementation of high priority fuels reduction and wildfire prevention projects on state, local government, and private lands in the South Shore area of the Lake Tahoe Basin (Basin). This work will be done in coordination with the Conservancy, the Tahoe Fire and Fuels Team (TFFT), the Tahoe Resource Conservation District, and other Basin partners. Once implemented, the fuels reduction and wildfire prevention projects will help to restore the resilience of Basin forests and watersheds, foster Basin-wide climate change adaption, reduce fire risk for communities, and increase the capacity for planning and implementing projects in the Basin.

### **Work Plan: Tasks, Deliverables, and Schedule**

#### **Task 1: Project planning and coordination Completion Date: December 15, 2027**

The LVFPD will plan, coordinate, and prepare fuels reduction and wildfire prevention projects on state, local government, and private lands within LVFPD's jurisdiction, and ensure that these projects are ready for implementation. The LVFPD will actively manage all project management oversight for project planning, including any required coordination and landowner engagement. The LVFPD will work closely with the TRCD and the Conservancy on project planning and ensuring that the pipeline of projects are priority fuels treatment projects identified in the Community Wildfire Protection Plan or as identified by the TFFT and that projects comply with CA Forest Practice Rules, the Conservancy Forestry Guidelines Resolution no. 21-11-05, and the California Environmental Quality Act.

#### **Services include, but are not limited to:**

1. Annual Work Plan – Prepare a workplan detailing proposed project locations, required funding, implementation plans, monitoring as needed, along with schedule.

2. Landowner Engagement – Conduct landowner engagement to obtain necessary encroachment, Right of Entry, or other land use agreements for implementation of projects.
3. Coordinate meetings with Tahoe RCD and Conservancy every other month or as needed to ensure timely communication.
4. Maintain GIS records of fuels reduction projects, perform GIS analysis for project prioritization, and produce maps for internal and external groups.
5. Coordinate with Tahoe Fire and Fuels Team (TFFT), attend regular TFFT meetings, assist with annual work plan and Incident Action Plan (IAP).
6. Develop fire prevention and education plans, assist the TFFT in the presentation of fire prevention and public education and programs, and assist with public outreach materials.
7. Other related tasks for projects within the Lake Tahoe Basin identified for hazardous fuels reduction treatments.

**Deliverables include, but are not limited to:**

1. Annual Workplan for this grant due, at a time mutually agreed upon by Grantee and the Conservancy.
2. Copies of all encroachment permits, rights of entry, MOUs, and any other land use agreements necessary for implementation of projects.
3. Scheduled meetings every other month, including attendance documentation, copies of agendas, summary notes, and follow up action items.
4. Copies of shapefiles, data, analysis, and maps of project prioritization of fuels reduction projects produced for internal and external use.
5. TFFT Meeting Notes, copy of the TFFT annual work plan, and IAP.
6. Copies of all fire prevention and education plans, presentations, and any other public outreach materials produced.
7. Documentation of any other related tasks for hazardous fuels reduction treatments.

**EXHIBIT B**  
**Budget Detail and Payment Provisions**

**Project:** Lake Valley Fire Protection District (LVFPD) Planning Capacity Grant

**Grant Budget**

The budget has been authorized for a maximum of \$3,302,500

<b>TASK</b>	<b>DESCRIPTION</b>	<b>TOTAL</b>
1	Project planning and coordination	\$2,750,000
2	Mileage, travel, materials & supplies	\$2,500
3	Administrative costs	\$550,000
<b>GRANT TOTAL</b>		<b>\$3,302,500</b>

**1. Expenditure of Funds and Allocation of Funding Among Budget Items**

- A. Except as otherwise provided herein, the Grantee shall expend funds in the manner described in the Grant Budget above. If necessary, the Grantee shall submit a written request to revise the dollar amount of an item which may be increased by up to ten percent (10%) in the Grant Budget through a reallocation of funds from another item(s). The Grantee shall notify the Conservancy in writing at the time of requesting any such reallocation, and shall identify both the item(s) being increased and those being decreased. For any increase of more than ten percent (10%), the Grantee must include a reasonable justification for the reallocation of funds, and shall not proceed without written approval of the change by the Conservancy.
- B. Should a reallocation of the Grant Budget become necessary, the grantee must submit, in advance, a written request no later than thirty (30) days prior to the submission of an invoice requiring a budget reallocation.

**2. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Conservancy agrees to compensate the Grantee for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

B. The Grantee shall request disbursement by filing with the Conservancy a fully executed "Request for Disbursement" form, using the template attached as **Exhibit D**, which contains:

- The invoice number;
- Grantee's name and address;
- The number of the Agreement (i.e., CTA22014L);
- The date of the submittal;
- The amount of the invoice;
- The period of time for the services invoiced;
- Contact person and phone number;
- The expenditures broken down by task as shown in **Exhibit B**;
- The itemized documentation of all work done for which disbursement is requested, including complete timesheets and receipts; and
- The signature of an official authorized by the Grantee to sign such invoices certifying that the invoiced work has been completed.

Additionally, each form shall be accompanied by:

- Any supporting invoices or other source documents from contractors hired by the Grantee to complete any portion of the Scope of Work funded under this Agreement; and
- Documentation of the completion of the portion of the Scope of Work for which disbursement of grant funds is requested.

C. Invoices shall be submitted not more frequently than monthly, but no less than quarterly, in arrears to [accounts.payable@tahoe.ca.gov](mailto:accounts.payable@tahoe.ca.gov).

D. Final invoice must be clearly marked as "FINAL". **Final invoice must be submitted no later than February 15, 2028**

E. Invoices must be received within 14 days of the date on the invoice. Invoices received more than 14 days from invoice date may be rejected and a new invoice required.

F. Invoices submitted without proper documentation or other deficiency will be disputed within 10 days of receipt of the invoice. Payment will be withheld until the deficiency is cured.

### **3. Costs and Disbursements**

Upon determination by the Conservancy that all conditions precedent to disbursement have been fully met, the Conservancy shall disburse to the Grantee, in accordance with

the approved Grant Budget, a total amount not to exceed the amount of this grant, as follows:

Disbursements of grant funds shall be made incrementally as separate components of the Scope of Work are satisfactorily completed and shall be on the basis of costs incurred.

The remaining amounts withheld shall be disbursed upon (1) Grantee's satisfactory completion of the Scope of Work, submittal of a Final Report, and a fully executed final Request for Disbursement substantially in the form of **Exhibit D**; and (2) final approval of the completed Scope of Work by the Grant Coordinator.

Any Request for Payment that is submitted without the required itemization and documentation will not be authorized for payment. If the payment request package is incomplete, inadequate, or inaccurate, the Conservancy will dispute the invoice for reasonable cause and hold all or a portion of the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence because of delays in payment or other breach of the Agreement between the Grantee and the contractor, are the responsibility of the Grantee and are not reimbursable under this Agreement.

The Conservancy will make best efforts to forward each completed and approved Request for Disbursement form to the State Department of General Services or to the Office of the State Controller, as the case may be, within thirty (30) working days of receipt by the Conservancy.

#### **4. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Grantee to reflect the reduced amount.
- C. In the event of termination, the parties agree to take all reasonable measures to prevent further costs under this Agreement, and the Conservancy shall be responsible for any reasonable and non-cancellable (binding) obligations incurred by the Grantee in the performance of this Agreement until notice of termination.

#### **4. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT C**  
**List of Assurances**

By entering into the foregoing Agreement, the Grantee assures and certifies that it will comply with Conservancy regulations, policies, guidelines, conditions, and requirements as they relate to the acceptance and use of Conservancy funds for the Scope of Work. Also, the Grantee gives assurance and certifies with respect to the grant that:

1. Grantee possesses legal authority to apply for and receive the grant funds and that where appropriate, a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, 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.
2. Grantee has sufficient funds or commitments for sufficient funds to complete the Scope of Work, over and above the portion to be borne by the Conservancy.
3. Except as otherwise provided by law, Grantee will give the Conservancy, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
4. Grantee ensures that any publications, studies, reports, or brochures which are made possible by or derived in whole or in part from the Project shall acknowledge the assistance of the Conservancy as follows: "Funding for this project has been provided in part by the California Tahoe Conservancy."
5. Grantee will cause work on the Scope of Work to be commenced within a reasonable time after receipt of notification from the Conservancy that funds have been approved, and will carry the work to completion with reasonable diligence.
6. Grantee agrees to use licensed professionals to perform services under this Agreement where such services are called for including legal, engineering, architectural and environmental sciences, qualified and licensed in the State of California.
7. Grantee shall comply with applicable State laws which may include (1) the Public Contract Code, including the State Contract Act; (2) the payment of workers compensation and where applicable the payment of prevailing wages; (3) building and health and safety code and disabled access law; and (4) the applicable requirements of the California Environmental Quality Act.
8. Grantee certifies that its employees and the officers of its governing body shall avoid

any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

Grantee shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Any individual who has participated in planning or setting priorities for a project funding solicitation or who will participate in any part of the grant development and negotiation process on behalf of the public is ineligible to receive funds or personally benefit from funds awarded through that solicitation.

Failure to comply with conflict of interest laws, including business and financial disclosure provisions may result in the Agreement being declared void or other legal action.

9. Grantee maintains a drug-free workplace in accordance with Government Code Section 8355 et seq., by doing all of the following:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of this prohibition;
- (b) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the person's or organization's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon employees for drug abuse violations.
- (c) Submitting a drug-free workplace certification California State Form STD-21; and
- (d) Requiring that each employee engaged in the performance of the agreement to comply with the certification.

10. Grantee will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age (over 40), mental disability, physical disability, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital

status, and military and veteran status. Grantee shall ensure that the evaluation and treatment of our/their employees and applicants for employment are free from such discrimination and harassment. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Gov Code. § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fire Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full.

**EXHIBIT D**  
**Request for Disbursement**

**CALIFORNIA TAHOE CONSERVANCY**  
**REQUEST FOR DISBURSEMENT TEMPLATE**

(Reference Instructions on following page - Failure to follow instructions may result in non-payment)

**THIS OFFICIAL REQUEST FORMAT MAY NOT BE MODIFIED**

**From:**

Lake Valley Fire Protection District  
2211 Keetak Street  
South Lake Tahoe, CA 96150

**To:**

Accounts Payable  
California Tahoe Conservancy  
1061 Third Street  
South Lake Tahoe, CA 96150

[accounts.payablel@tahoe.ca.gov](mailto:accounts.payablel@tahoe.ca.gov)

CTC Grant Agreement No:

CTA22048L

Purchase Order No:

① Grantee Request No.:

22048-1

② Billing Period:

③ Submittal Date:

GRANT FUNDS ONLY						
Line Items	Grant Allotment (per line item of N/A)	④ Previous Expenditures to Date (From previous invoice)	⑤ Current Expenditures Grant Funds Only	⑥ Total Expenditures to Date ④ + ⑤ = ⑥	% of Line Item Budget Spent to Date ⑥ ÷ Grant Allotment = %	⑦ If Applicable: Match For This Reporting Period Only
Project Planning and coordination	\$2,750,000	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
Mileage, travel, materials and supplies	\$2,500	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
Administration	\$550,000	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
TOTALS	\$3,302,500.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00

**FOR CTC STAFF**

CTC Initials/Date

**FOR DGS-CFS STAFF**

Date Received from DWQ

Date to Accounting

**GRANTEE SIGNATURE**

⑧ Total Amount Due This Request

⑨



Final Request for Disbursement

**10% Withheld (Retention)**

10% of total grant award will be held until final report is submitted, approved, and project is 100% complete.

CTC Date Stamp

DGS-CFS Date Stamp

⑩

**Grantee Project Director or Designated Representative**

**Date**

By signing this request for disbursement I certify, under penalty of law, that this document and any attachment was prepared by me or under my direction in accordance with the terms and conditions of each Grant Agreement Exhibit and, to the best of my knowledge and belief, is accurate. I certify that any and all fees due to the California Tahoe Conservancy have been paid. I am aware that there are significant penalties for submitting false or misleading information.

**FOR STATE USE ONLY**

⑪

**Grant Manager**

**Date**

I certify that this request for disbursement, to the best of my knowledge and belief, is accurate and complete and I approve payment.

Rev. 2-11-14

**EXHIBIT D**  
**Request for Disbursement**

**Instructions for Grant Program Request for Disbursement**

Information pertaining to this Grant program request for disbursement template is located in Exhibit B of the executed Grant Agreement.

**FOR STATE USE ONLY**

**Line Item:** Line Item listed per Exhibit B - Line Item Budget

**Grant Allotment:** Amounts allotted to Line Item Budget per Exhibit B of Grant Agreement.

**% of Line Item Budget spent to date:** Calculation of total expenditures divided by Grant Allotment. Shouldn't exceed 100%

**TO BE COMPLETED BY GRANTEE/PROJECT DIRECTOR**

- ① **Grant Request Number:** Assign a sequential grant request for disbursement number, for example: 1, 2, 3.
- ② **Billing Period:** Enter Billing Period of work performed. Example for quarterly billing: Jan 1, 2015 to Mar 31, 2015. Example for monthly billing: Jan 1, 2015 to Jan 31, 2015.
- ③ **Date:** Enter the Date the request is submitted.
- ④ **Previous Expenditures to Date:** From the last request for disbursement, enter line item amounts from "Total Expenditures to Date." If first request, enter zero (0).
- ⑤ **Current Expenditures** (Grant Funds Only): Enter the current grant fund charges for this billing period.
- ⑥ **Total Expenditures to Date:** This is calculated by adding the Previous Expenditures and Current Expenditures.
- ⑦ **If Applicable:** Match Amount For This Request: COMPLETE ONLY IF MATCH IS INCLUDED IN THE GRANT AGREEMENT BUDGET. Enter the match dollars applied to this billing period.
- ⑧ **Total Amount Due This Request:** The amount due is the Total Current Expenditures.
- ⑨ **Final Request:** Check this box for final request for disbursement only.
- ⑩ **Grantee Program Director or Designated Representative:** Original signature and date (in ink).

**FOR STATE USE ONLY**

- ⑪ **Grant Manager:** Original signature and date (in ink).

## **EXHIBIT E**

### **Eligible and Ineligible Costs**

In general, only costs for items within the Scope of Work and the timeframe of the grant agreement are eligible for payment. Eligible expenses may be incurred by the grantee after the agreement is fully executed.

#### **Eligible activities and expenses include, but are not limited to:**

- review of existing data
- site analysis and base mapping
- preliminary project design necessary for environmental documentation
- opportunities and constraints analysis
- environmental review and documentation (including surveys and other environmental assessments)
- project administration
- interagency and public coordination and consultation
- preliminary specifications and cost estimates
- pre-acquisition activities (such as obtaining title reports, appraisals, legal descriptions and initial coordination with the property owners to determine if they are willing sellers)
- pre-construction monitoring related to the goals of the project
- preparation of permit applications
- project management/administration
- preparation of contract documents, including final design plans
- preparation of grant-required documents
- project specifications, engineering, and cost estimates
- preparation and processing of permit applications, including SWPPPs
- preparation of construction bid packages, project bidding, and award
- other relevant costs approved by Conservancy staff

#### **Ineligible activities and expenses include, but are not limited to:**

- all costs incurred before Conservancy Board authorization of grant award
- all costs related to the preparation and submittal of the grant application
- staff time beyond administration of grant products and requirements
- food, refreshments, and decorations
- marketing materials
- membership fees and associated costs for attendance at conferences
- ongoing project site operations and maintenance
- travel not expressly identified in the grant budget
- disallowance of per diem and mileage expenditures or at levels above State-authorized per diem amounts. Current rates are available online in chapter 700 (Travel) of the *California State Administrative Manual*
- funding for a purchase price above the appraised fair market value E
- equipment that will be used for purposes that are unrelated to the project
- costs that are not substantially related to the project

## EXHIBIT F

### **REPORTING AND DATA REQUIREMENTS**

#### **WEBSITE ACCESSIBILITY**

In accordance with California's Assembly Bill 434, documents prepared for publication on California State agency websites must comply with Level AA success criteria found in Web Content Accessibility Guidelines 2.0, or a subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium (Gov. Code, § 11546.7., 7405 and 11135). Visit the California Department of Rehabilitation website for more details: <https://www.dor.ca.gov/Home/AB434>.

All deliverable documents must be submitted in Adobe PDF format, with a copy of a successful accessibility check report from Adobe Acrobat Pro CC. In addition, all original source documents (MS Office, Adobe Creative Cloud, etc.) must be delivered. For documents originating in Word, the original MS Word document in DOCX format must be provided, using the most recent version of MS Word, with a copy of a successful accessibility check report from Microsoft Word.

#### **QUARTERLY REPORTING**

- Project Name, CTA#
- Date Submitted; Reporting Period; Prepared by
- Invoice Number
- Summary of work completed during reporting period
- Discussion of any challenges or opportunities encountered
- Schedule Assessment (describe extent to which project is on track with the submitted schedule)
- Financial Analysis (describe extent to which the project costs are consistent with the submitted budget)
- Draft products, reports, interim findings, or other relevant data or materials produced
- Production Summary Table:

Product	Scheduled delivery date	Actual delivery date	Amount expended this period	Total amt. expended to date	% of total budget expended to date	Percent of task complete	Status

#### **ANNUAL EIP REPORTING**

- Grantees must submit their project to the Environmental Improvement Program (EIP) tracker (<https://eip.laketahoeinfo.org/>) within three months of grant agreement start date.
- Consult with the Tahoe Regional Planning Agency (TRPA) on EIP reporting, tracking, and performance requirements and complete reporting requirements (as applicable).

#### **FINAL REPORTING: ALL GRANTS**

- Project Name, CTA#
- Date Submitted; Prepared by
- Brief summary of the objectives of the project and how these objectives were accomplished

- Findings, conclusions, data or recommendations for follow-up or ongoing activities
- Financial Analysis (Final project costs for all funding sources; e.g., identify cost overruns compared to the approved budget, any cost savings, unused funding to be returned, etc.)
- Statement, if applicable, of future intent of public and/or private support to maintain or further develop the project, including proposed submittal dates for future funding
- Media coverage, as well as all promotional and educational materials produced
- Workplan work products and data, including public and agency meeting summaries (electronic)

### **FINAL REPORTING: IMPLEMENTATION GRANTS**

- Project Name, CTA#
- Date Submitted; Prepared by
- Recorded Notice of Completion
- As-Built or Record drawings
- First year and second year post construction monitoring reports. These reports include photographs (prints and electronic data) of the completed project, with labels or annotations showing dates of photographs and briefly describing the subject of each picture.
- If applicable, water quality monitoring data and an analysis of the significance of this data in regard to the effectiveness of the site improvements in improving water quality.

### **ANNUAL EIP REPORTING**

- Grantees must submit their project to the Environmental Improvement Program (EIP) tracker (<https://eip.laketahoeinfo.org/>) within three months of grant agreement start date.
- Consult with the Tahoe Regional Planning Agency (TRPA) on EIP reporting, tracking, and performance requirements and complete reporting requirements (as applicable).

### **METADATA STANDARD**

The standard for GIS metadata in the State of California will adhere to the Federal Geographic Data Committee (FGDC) Standard. Organizations are free to develop, edit and enhance their organizational metadata based on the full FGDC standard, but as a minimum, the California Minimum Metadata Data Standard will provide organizations that ability to comply and document GIS data with the elements outlined below.

The FGDC Standard and the California Minimum Metadata Standard will apply to all authoritative and finalized GIS data products – to include both Raster and Vector data formats.

**Abstract:** Briefly describe what the dataset is about (who, what, where, when). Include any limitations of the dataset, assumptions made, and if there is anything special that the user of these data should be aware of.

**Name:** Uniquely identifies the dataset

**Purpose:** Briefly describe why the dataset was created.

**Date:** The date or range of dates when the data were gathered, or the date the photos, maps or other items at the core of the data set, were created.

**Contact:** Contact information for an individual or organization that is knowledgeable about the data set. Include:

**Organization's Name:** Program, administrative unit, and agency, company, or group name  
Telephone Number: Including Area Code  
E-Mail address: (Generic email address)

**Field Definitions:** List and define each field,

**Abbreviation Definitions:** For any field that contains numeric or alphabetic codes (e.g., SAC = Sacramento County), list each code/abbreviation and provide an unabbreviated definition.

**Access/Use Constraints:** Is there a need to limit who has access to see or read this dataset? If so, specify. If not, put "None". Also include how the data should be cited, if you want something specific.

**Distribution:** Define distribution constraints. Also designate the location of the data. If the data is distributed as a web service or end point, provide the url or link to the service

**Progress:** Complete or Incomplete.

**Update Frequency:** Possible values are: Continually, Daily, Weekly, Monthly, Annually, Unknown, As Needed, Irregular, None Planned, or .....

**Projection:** What is the Projected Coordinate System name?  
Please define the complete projection information for your data here

**Datum** Which Datum is the projection in?  
NAD83 (GCS\_North\_American\_1983) (preferred)  
NAD27 (GCS\_North\_American\_1927)  
WGS84 (WGS\_1984)

**ISO Topic Category and Category Code:**

Farming	001
Biota	002
Boundaries	003
Climatology/ Meteorology/ Atmosphere	004
Economy	005
Elevation	006
Environment	007
Geoscientific Information	008
Health	009
Imagery/BaseMaps/ EarthCover	010
Intelligence/Military	011
Inland Waters	012
Location	013
Oceans	014
Planning / Cadastre	015
Society	016

Structure	017
Transportation	018
Utilities / Communication	019

**Keywords:** keyword tags that define the data. Example: Forest Cover – trees, canopy, woodland, coniferous, etc...

## EXHIBIT G

### **MANDATORY INSURANCE PROVISIONS**

Does not apply to State of California and Nevada Departments – Applies to ALL Subcontractors

**INSURANCE.** Throughout the time period of this agreement, the CONTRACTOR shall provide the following minimum insurance coverage as listed below. Contemporaneous with the signing of this agreement, the CONTRACTOR shall file with a Certificate of Insurance, with a Best's Rating of no less than A:VII for Professional Liability Insurance and A:V for all other insurance showing. Documentation of such rating shall be provided at the same time Insurance Certificates are submitted.

In the event any policy is canceled prior to the completion of the project and the CONTRACTOR does not furnish a new certificate of insurance prior to cancellation, the insurance shall be obtained on Contractor's behalf and the cost of the premium(s) shall be deducted from contract monies due the CONTRACTOR.

#### **Worker's Compensation and Employers Liability Insurance:**

By their signature hereunder, as CONTRACTOR, each person signing this agreement on behalf of the CONTRACTOR certifies that he or she is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code, and he or she will comply with such provisions before commencing the performance of the work of this contract.

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

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

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

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

Cancellation Notice - "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to California Tahoe Conservancy"

CONTRACTOR shall require all SUBCONTRACTOR to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be submitted upon demand.

### **General Liability Insurance:**

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

- (1) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement.

One of the following forms is required:

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

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

- ◆ TWO MILLION DOLLARS (\$2,000,000) each occurrence
- ◆ TWO MILLION DOLLARS (\$2,000,000) aggregate

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

- (1) The limits of liability shall not be less than:
  - ◆ TWO MILLION DOLLARS (\$2,000,000) each occurrence (combined single limit for bodily injury and property damage)
  - ◆ TWO MILLION DOLLARS (\$2,000,000) Personal Injury Liability
  - ◆ TWO MILLION DOLLARS (\$2,000,000) for Products-Completed Operations
  - ◆ TWO MILLION DOLLARS (\$2,000,000) General Aggregate
- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be THREE MILLION DOLLARS (\$3,000,000).

### Special Claims-Made Policy Form Provisions:

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

- (1) The limits of liability shall not be less than:
  - ◆ TWO MILLION DOLLARS (\$2,000,000) each occurrence (combined single limit for bodily injury and property damage)
  - ◆ TWO MILLION DOLLARS (\$2,000,000) aggregate for Products Completed Operations
  - ◆ TWO MILLION DOLLARS (\$2,000,000) General Aggregate

- (2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

#### **Conformity of Coverage:**

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

#### **Endorsements:**

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

- 1) **"\_\_\_\_\_ and the State of California, California Tahoe Conservancy, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."**
- 2) "The insurance provided by the CONTRACTOR, including any excess liability or umbrella form coverage, is primary coverage with respect to any insurance or self-insurance programs maintained by \_\_\_\_\_ and no insurance held or owned by the California Tahoe Conservancy shall be called upon to contribute to a CONTRACTOR loss. This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to California Tahoe Conservancy.

#### **Additional Liability Insurance**

CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage in an amount no less than two million dollars (\$2,000,000) combined single limit for each occurrence.

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

#### **Additional Requirements**

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

**Policy Deductibles:** The CONTRACTOR shall be responsible for all deductibles in all of CONTRACTOR'S insurance policies. The amount of deductibles for insurance coverage required herein should be reasonable and subject to Grantor approval.

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

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

# City of South Lake Tahoe

## Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: February 27,  
2024

Agenda Item #: 12



### **Agenda Item:** Agenda Planning Calendar

**Executive Summary:** The Agenda Planning Calendar is a projection of items coming before City Council, 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

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

### **Attachments:**

[APC - 02 22 2024.pdf](#)

## 2024 Agenda Planning Calendar (Updated 02 22 2024)

Department	Agenda Item	Agenda Section
<b>Mar 12, 9 a.m.</b>	<b>City Attny</b>	Shared Mobility Device Ordinance (First Reading)
		NB
	ADA Transition Plan update	NB
	<b>City Manager</b>	Abandoned Structures Code Amendments
		NB
	<b>Dev Services</b>	ADU Units Pre-approved Designs and Products No Approval Requirement
		NB
	Rental Assistance Program Guidelines	NB
	ADU Ordinance Update	NB
	Rental Registry	NB
	General Plan Annual Report	Consent
	<b>Finance</b>	Fiscal Year 2023-2024 Mid-Year Budget Review
		NB
	Ski Run BID Annual Report and Budget	NB
	<b>Fire</b>	Annual Report
		Consent
	Acceptance of Parasol Prevention Grant	Consnet
	<b>HR</b>	Unrepresented Employees Package
		Consent
	<b>Parks &amp; Rec</b>	STPUD Water Efficiency Rebate Program
		Consent
	<b>Police</b>	Annual Report
		Consent

## 2024 Agenda Planning Calendar (Updated 02 22 2024)

	AB 481 Military Equipment	Consent
<b>Public Works</b>	Annual Pavement Rehab Presentation	NB
	Review & Acceptance of HWY 50 Road Safety Audit	NB
<b>Mar 26, 5:30 p.m. City Manager</b>	Award of On-Call Electrical/Structural Engineering	Consent
	Chateau Update	UB
<b>Dev. Services</b>	Annexation of Properties Pre-Zoning	PH
<b>Finance</b>	2023-2024 Master Fee Schedule	Consent
<b>Public Works</b>	Annual Report	Consent
	Grant Agreement with CTC for Dennis Machida Greenway	Consent
	Authorize Snow Removal Equipment Purchase	NB
<b>April 23, 5:30 p.m. City Manager</b>	Heavenly Parking Agreement	UB
	EV Charging Vendor Services	Consent
	Minumum Wage Discussion	NB
<b>Dev Services</b>	Disc.: Motel 6 & Sunray Affordable Housing Options: Inc. Parcel Asses.	NB
	TCAP/TVAP Updates	NB
<b>Finance</b>	2023 Comprehensive Annual Financeial Report	Consent

## 2024 Agenda Planning Calendar (Updated 02 22 2024)

	<b>Public Works</b>	Airport Signage	NB
		2024-25 CIP Recommendations	NB
<b>May 7, 9 a.m.</b>	<b>City Clerk</b>	Proclamation Recognizing May 2024 as "Military Appreciation Month"	Proc
	<b>Dev. Services</b>	VHR TAU Requirement Discussion	NB
	<b>Finance</b>	Ski Run BID to Levy Assessment for Business License Year 2024/2025	PH
	<b>Public Works</b>	Authorization for ATP Cycle 7 Grant Application	Consent
<b>May 21, 5:30 p.m.</b>	<b>Finance</b>	Quarterly Budget and Financial Status Report as of March 2024	Consent
		Investment Portfolio Report report as of March 2024	Consent
<b>June 4, 9 a.m.</b>	<b>City Clerk</b>	Tentative - Citizen Initiative - Tax on Vacant Residential Units	NB
	<b>City Manager</b>	Grant Acceptance from Tahoe Water Suppliers Association	Consent
		EV Charging Parking Ordinance	
<b>June 18, 5:30 p.m.</b>	<b>City Clerk</b>	Resolution Calling for Consolidated Election - Candidates & Measures	Consent
<b>*CC/STRSA</b>			
	<b>Finance</b>	Direct Charge of Mello-Roos Special Tax for CFD 1995-1 for FY 24-25	Consent
		Annual Special Tax for CFD 2001-1 Series 2015 Refunding Bonds for FY 24-25	STRSA Consent
<b>Aug 13, 9 a.m.</b>	<b>Budget Workshop</b>		
<b>Aug 27, 5:30 p.m.</b>			

## 2024 Agenda Planning Calendar (Updated 02 22 2024)

<b>Sept. 10, 9 a.m.</b>	<b>Dev Services</b>	Review of Employee Housing Public and Business Outreach Campaign
		Employee Housing Signage Ordinance
<b>Sept. 24, 5:30 p.m.</b>		
<b>Unscheduled/Pending</b>		
	<b>City Clerk</b>	Records Management Policy (Updated)
	<b>City Manager</b>	Comprehensive Energy Services Contract
		Municipalization of Electric Utility - Feasability Analysis
	<b>Dev Services</b>	REACH Code Adoption
		One-Year Results of Inclusionary Housing Ordinance (December 31, 2024)
		Res. Area Plan to Accommodate SB9 and Remove Tourist Accomodation
		City/CTC land exchange agreement
		Radon Presentation by Jeff Minor
		Building Code Appendix AW adoption-3D printed structures
		Discussion: Second Home Cap/Permit Options (9/2024)
	<b>Finance</b>	Disolution STJPPFA
		Consent
	<b>Parks &amp; Rec</b>	Bijou Golf Course "Rock the Lake" Event and Review

## 2024 Agenda Planning Calendar (Updated 02 22 2024)

<b>Public Works</b>	Hwy 50/89 Concrete/Pavement Option
	CTC Prop 1 Grant Funding
	Renewal of EDC License Agreement for Stormwater Basin
	Bicycle Advisory Presentation
	PSA for planning, design, review services - Machida Memorial Greenway Trail phase 1c.