



City of South Lake Tahoe
City Council
Meeting Agenda
Tuesday, October 19, 2021 at 9:00 AM
City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

City Council

Tamara Wallace, Mayor
Devin Middlebrook, Mayor Pro Tem
Cody Bass, Councilmember
Cristi Creegan, Councilmember
John Friedrich, Councilmember

Mission of the City Council

The City Council exists to represent the public interest, to oversee the City's operations and to plan for the City's future.

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, on the City' website at www.cityofslt.us and via ZOOM at this link <https://us06web.zoom.us/j/83130256766>

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

COVID Protocols: Face Coverings are required inside the Council Chambers by all vaccinated and non-vaccinated individuals. Face Coverings are required for non-vaccinated individuals to enter City Hall. Face Coverings are optional if you are fully vaccinated. By entering City Hall without a mask, you are self-attesting that you are fully vaccinated.

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)].

By Phone: If you are joining the meeting via ZOOM and would like to make a comment, press the "raise a hand" button. If you are joining the meeting via Channel 21 or live stream and would like to make a comment, please call (530) 542-6500. The meeting ID is ID: 831 3025 6766 press *9 to indicate a desire to make a comment. Press *6 to unmute your phone. The Clerk will call you by the last three digits of your phone number when it is your turn to speak.

In Writing: Written 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

Roll Call

Recognitions

1. City Employee Recognitions
Requested Action / Suggested Motions: One new employee will be introduced to City Council. Two employees will be recognized for reaching 15 Years-Service.
Responsible Staff Member: Various
[Item 1 - Executive Summary.pdf](#)
[01-Staff Report Employee Service](#)

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)

Proclamation

2. Proclamations - Domestic Violence Awareness Month
Requested Action / Suggested Motions: Issue Proclamation to Live Violence Free recognizing October 2021, as "Domestic Violence Awareness Month".
Responsible Staff Member: Susan Blankenship, City Clerk
[Item 2 - Executive Summary.pdf](#)
[Proclamation - Domestic Violence Awareness Month.docx](#)

City Commission Reports

Consent Agenda

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

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.

- 3. City Council Meeting Minutes**
Requested Action / Suggested Motions: Pass a Motion to approve the August 31, 2021 Special City Council Minutes and the September 7, 2021 and September 21, 2021 Regular City Council meeting minutes.
Responsible Staff Member: Susan Blankenship, City Clerk
[Item 3 - Executive Summary.pdf](#)
[08 31 2021 Special City Council Minutes.pdf](#)
[09 07 2021 Minutes.pdf](#)
[09 21 2021 Minutes.pdf](#)
- 4. Fiscal Year 2021-2022 Appropriation Limit**
Requested Action / Suggested Motions: Pass a Resolution establishing the Appropriation Limit for Fiscal Year 2021-2022 in compliance with Proposition 111 in the amount of \$88,343,587.
Responsible Staff Member: Andrew Black, Financial Services Supervisor
[Item 4 - Executive Summary.pdf](#)
[01-Staff_Report GANN_Limit \(2\).docx](#)
[02-Resolution - Appropriations Limit.docx](#)
[03-Appropriations Worksheet](#)
- 5. Fiscal Year 2020-2021 Budgeted Funds Re-Appropriation**
Requested Action / Suggested Motions: Pass a Motion to approve re-appropriation of Fiscal Year 2020-2021 budget for purchases and services with unfinished scope of work to Fiscal Year 2021-2022.
Responsible Staff Member: Olga Tikhomirova, Director of Finance
[Item 5 - Executive Summary.pdf](#)
[01-Staff Report-Reappropriation of FY2021 to FY 2122 Budget.docx](#)
[02 - Carry Forward to 21_22 tables.pdf](#)
- 6. Contract with Huntington Beach Electric, Inc. for Supply and Installation of LED Lighting Retrofit Assemblies**
Requested Action / Suggested Motions: Pass a Resolution establishing a CIP (301) account for the project, transferring existing capital funds in the amount of \$25,000, transferring Undesignated General Fund reserves in the amount of \$43,843.94; and Pass a Motion authorizing and directing the Public Works Director to execute the Contract to Huntington Beach Electric, Inc. for \$62,585.94 to retrofit pedestrian light fixtures on US 50 and Ski Run Boulevard with LED lights.
Responsible Staff Member: Jim Marino, Capital Improvements Manager
[Item 6 - Executive Summary.pdf](#)
[01-Staff Report_LED Lighting Retrofit_US 50 and Ski Run Boulevard Pedestrian Lights.docx](#)
[02-Bidder Participation Report](#)
[03-Huntington Beach Electric Agreement](#)
[04-Resolution_budget appropriation.docx](#)

7. Contract with Jeff Katz Architecture for Architectural and Engineering Design Services for Renovations of Fire Station 3
 Requested Action / Suggested Motions: Pass a Resolution appropriating budget in the amount of \$121,000 from the City's Undesignated General Fund Reserves and Pass a Motion authorizing and directing the Mayor to execute a Professional Services Agreement for architectural and engineering design services for the proposed Fire Station 3 renovations to Jeff Katz Architecture of Santa Rosa, CA in the amount of \$171,000.
 Responsible Staff Member: Jim Marino, Capital Improvements Manager
[Item 7 - Executive Summary.pdf](#)
[01-Staff Report-A&E Services Agreement JK Architecture.docx](#)
[02-Project Participation Report.pdf](#)
[03-Professional Services Agreement - JK Architecture](#)
[04-Resolution-Fire_Station_3_Renovation_Design_Services.docx](#)

8. Professional Services Agreements for On-Call Plan Review Services with 4LEAF, Inc., BPR Consulting Group, Interwest Consulting Group, Jay Kniep Land Planning, and Wells Barnett Associates, LLC
 Requested Action / Suggested Motions: Pass a Motion to authorize and direct the City Manager to execute Professional Service Agreements with 4LEAF, Inc., BPR Consulting Group, Interwest Consulting Group, Jay Kniep Land Planning, and Wells Barnett Associates, LLC for a total of \$172,000.
 Responsible Staff Member: John James, Building Official
[Item 8 - Executive Summary.pdf](#)
[01-Staff Report - On-Call Plan Review Services.docx](#)
[02 - RFP Consulting Review Services](#)
[03 - Interwest Standard Purchase Agreement](#)
[04 - 4LEAF INC Standard Purchase Agreement](#)
[05 - BPR Standard Purchase Agreement](#)
[06 JayKniep STANDARD PURCHASE AGREEMENT 20210929.pdf](#)
[07 - WBA Standard Purchase Agreement](#)

9. Contract with Green Pro Services, LLC to Provide Airport Janitorial Services
 Requested Action / Suggested Motions: Pass a Motion authorizing and directing the City Manager to execute a contract with Green Pro Services, LLC to provide janitorial services to the Airport in an amount not to exceed \$55,000.
 Responsible Staff Member: Mark Gibbs, Airport Manager
[Item 9 - Executive Summary.pdf](#)
[01-Staff Report FY21-22 JANITORIAL CONTRACT](#)
[02-CUSTODIAL SERVICES CONTRACT-AIRPORT FY 2021-2022_rev.docx](#)

10. Designation of City Manager and Fire Chief as City Agents for Disaster Assistance from FEMA
 Requested Action / Suggested Motions: Pass a Resolution Designating the City Manager and Fire Chief as the City's Agents for Disaster Assistance from FEMA
 Responsible Staff Members: Olga Tikhomirova, Director of Finance and Clive Savacool, Fire Chief
[Item 10 - Executive Summary.pdf](#)
[01-Staff Report - CalOES.docx](#)
[02-Resolution CalOES 130](#)

Regular-Unfinished Business

- 11.** Winter Program Concession Services at City Campground and Bid Protest
Requested Action / Suggested Motions: Receive staff report and bid protest and either:
1) Pass a Motion rejecting bid protest, selecting Shearer Activities, Inc. to provide Winter Program Concessionaire Services at the City campground, and authorizing staff to enter into negotiations on a Concessionaire Agreement; or, 2) Pass a Motion granting bid protest and selecting Budgell Enterprises, LLC to provide Winter Program Concessionaire Services at the Campground and authorizing staff to enter into negotiations on a Concessionaire Agreement; or, 3) Reject all bids and re-advertise Request For Proposal for Winter Program Concession Services.
Responsible Staff Member: Lauren Thomaselli, Director of Parks and Recreation
[Item 11 - Executive Summary.pdf](#)
[01-Staff Report - Campground Concessionaire Bid Protest.docx](#)
[02_Winter Programs Concessionaire RFP_071621.pdf](#)
[03_Shearer_Activities_Inc_Proposal.pdf](#)
[04_Budgell_Enterprises_LLC_Proposal.pdf](#)
[05_Reviewer Instructions and Score Sheet.pdf](#)
[06_Reviewer_Scoresheets.pdf](#)
[07_Bidder_Notification_Letters.pdf](#)
[08-Budgell Bid Protest](#)
- 12.** Citizen Commissions and Boards - Art, Culture and Tourism Commission Selection
Requested Action / Suggested Motions: Pass a Motion selecting three members to serve two-year terms (date of appointment to 2/2023) and two members to serve one-year term (date of appointment to 2/2022) to the Arts, Culture and Tourism Commission; and provide direction to staff regarding the non-voting representative.
Responsible Staff Member: Susan Blankenship, City Clerk
[Item 12 - Executive Summary.pdf](#)
[01-Staff Report - ACT Commission Selection.docx](#)
[02-August 3, 2021 Staff Report-TAC Commission.pdf](#)
[03-Res 2021-061 Boards and Commissions](#)
[04-Notice of Solicitation Arts, Culture and Tourism Commission_sb.pdf](#)
[05-Applications_Redacted.pdf](#)
- 13.** Review of Local Emergency Due to Caldor Fire
Requested Action / Suggested Motions: Receive staff report and either: (1) Pass a Resolution extending the proclamation of local emergency or (2) Pass a Resolution terminating the proclamation of local emergency.
Responsible Staff Member: Heather Stroud, City Attorney
[Item 13 - Executive Summary.pdf](#)
[Staff_Report_Extension_of_Local_Emergency.docx](#)
[Resolution_Extending_Local_Emergency.docx](#)
[03-Resolution Terminating Local Emergency](#)
- 14.** Use of HOME Program Income for Sugar Pine Village Affordable Housing Project
Requested Action / Suggested Motions: Pass a Resolution authorizing submission of the 2019 HOME investment partnerships program application to the California Department of Housing and Community Development in the amount of \$627,626
Responsible Staff Member: Hilary Roverud, Director of Development Services
[Item 14 - Executive Summary.pdf](#)
[01-Staff Report - Sugar Pine Village HOME Program Income.docx](#)
[02-Sugar Pine Village HOME PI Funds Request Letter](#)

[03-Resolutions 2020-109 and 2020-110](#)

[04-Resolution_-_Sugar_Pine_Village_HOME_Program_Income_.docx](#)

15. Proposed Amendments to Cannabis Ordinance
Requested Action / Suggested Motions: Receive staff report and provide direction on proposed amendments to Cannabis Ordinance to: 1) allow onsite consumption lounges at permitted cannabis retailers; 2) allow cannabis businesses to hold more than one non-retail permit; and 3) increase the maximum allowed canopy size for indoor cannabis cultivation from 5000 sq. ft. up to 22,000 sq. ft.
Responsible Staff Member: Heather Stroud, City Attorney
[Item 15 - Executive Summary.pdf](#)
[01-Staff Report](#)

16. Initiation of Long-Term Rental Incentive Grant Pilot Program
Requested Action / Suggested Motions: Pass a Resolution appropriating \$500,000 of American Rescue Plan Act (ARPA) funds for use toward a long-term rental incentive pilot program; and Pass a Motion authorizing and directing the City Manager to execute a sole source Professional Service Agreement with Landing Locals not to exceed \$86,000 to administer a portion of the pilot program.
Responsible Staff Member: Zach Thomas, Housing Manager
[Item 16 - Executive Summary.pdf](#)
[01-Staff_Report_-_Rental_Incentive_Program_01 \(2\).docx](#)
[02- PSA Landing Locals](#)
[03-Resolution_-_Long-Term_Rental_Incentive_Grant_Pilot_Program_.docx](#)
[04-IFR-Explainer.pdf](#)
[05-Sole Source Landing Locals.pdf](#)

Regular-New Business

17. South Lake Tahoe Tourism Improvement District Annual Report for Fiscal Year 2020-2021
Requested Action / Suggested Motions: Receive the FY 2020-2021 Annual Report of the South Lake Tahoe Tourism Improvement District.
Responsible Staff Member: Andrew Black, Financial Services Supervisor
[Item 17 - Executive Summary.pdf](#)
[01-Staff Report - SLT TID Annual Report.docx](#)
[02-Annual Report](#)
[03- Attachment 2021 SLTTID Annual Audit Report](#)
[04-Reso No. 2019-059 SLTTID.pdf](#)
[05- Presentation.pdf](#)

18. Citywide Grant Overview and Match Funding
Requested Action / Suggested Motions: Receive presentation and Pass a Resolution approving transfer of \$1,672,220 in “tentative” grant match committed from general fund undesignated excess reserves into a temporary holding account until such time as the grant application is either denied or approved.
Responsible Staff Member: Lori Marino, Principal Management Analyst
[Item18 - Executive Summary.pdf](#)
[01-Staff Report - Citywide Grant Overview.docx](#)
[02-Resolution - Tentative Grant Matching Fund.doc](#)
[03-Grant Funding and Compliance Policy](#)
[04-Current Grants List](#)

- 19.** Plan Area Statement, Community Plan, and Area Plan Amendment Application Policy
Requested Action / Suggested Motions: Pass a Resolution adopting policy procedures for review of Plan Area Statement, Community Plan and Area Plan amendment applications.
Responsible Staff Member: Hilary Roverud, Director of Development Services
[Item 19 - Executive Summary.pdf](#)
[01-Staff_Report Plan Area Statement Community Plan and Area Plan Amendment](#)
[02-Resolution - Plan Area Statement, Community Plan, and Area Plan Amendment Application Policy.docx](#)
- 20.** Policy Updates on Accessory Dwelling Units (ADUs), Tiny Homes, and Residential Structures on Wheels
Requested Action / Suggested Motions: Receive report and provide direction to staff.
Responsible Staff Member: Hilary Roverud, Director of Development Services
[Item 20 - Executive Summary.pdf](#)
[01-Staff Report - Mobile Tiny Homes.docx](#)
[02_ ANSI A119.5 Park Model Recreational Vehicle Standard](#)
[03_Sample ordinance text](#)
[04_Tiny Homes On Wheels Presentation](#)
- 21.** Professional Services Agreement with Tahoe Prosperity Center to Assist with Economic Development and Housing Priorities
Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor to execute a professional services agreement with the Tahoe Prosperity Center for an amount not to exceed \$210,000 (\$70,000 annually) for a term of three years beginning with fiscal year 2021-2022, and authorizing transfer of general fund undesignated reserves in the amount of \$20,000.
Responsible Staff Member: Joseph Irvin, City Manager
[Item 21 - Executive Summary.pdf](#)
[01-Staff_Report_PSA_Tahoe_Prosperty_Center.docx](#)
[02-Resolution-Tahoe Prosperity Center Agreement.docx](#)
[03-PSA-Tahoe Prosperity Center \(Exhibit A to Reso\)](#)
[04-Sole Source TPC.pdf](#)
- 22.** Ordinance - Amendments to South Lake Tahoe City Code Chapter 4.150 (Refuse and Garbage) to Implement State Organic Waste Recycling Requirements and Single-Use Plastic Bag Ban (First Reading)
Requested Action / Suggested Motions: Pass a Motion to hold a first reading (by title only) of Ordinance Amending South Lake Tahoe City Code Chapter 4.150 (Refuse and Garbage) to Implement State Organic Waste Recycling Requirements and Single-Use Plastic Bag Ban and refer to second reading and adoption to the November 2 meeting.
Responsible Staff Member: Heather Stroud, City Attorney and Anush Nejad, Public Works Director
[Item 22 - Executive Summary.pdf](#)
[01 - Staff Report](#)
[02 - Ordinance](#)
[03 - Redline of SLTCC Ch 4.150 Refuse and Garbage](#)
- 23.** Consider Implementation of Campaign Contribution Limits
Requested Action / Suggested Motions: City Council are asked to provide direction to the City Clerk on whether to establish campaign contribution limits or to accept the State default campaign contribution limits.
Responsible Staff Member: Susan Blankenship, City Clerk
[Item 23 - Executive Summary.pdf](#)

- [01-Staff Report - Campaign Contribution Limits.docx](#)
- [02 - AB 571 Fact Sheet.pdf](#)
- [03 - FPPC 2021 Contribution Limits Chart.pdf](#)

Agenda Planning Calendar

24. Agenda Planning Calendar
Requested Action / Suggested Motions: Identify, with consent of at least two Council members, any desired future agenda items, and/or modify the Agenda Planning Calendar as desired.
Responsible Staff Member: Joe Irvin, City Manager
[Item 24 - Executive Summary.pdf](#)
[APC - October 12, 2021.xlsx](#)

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

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

Closed Session

25. Conference with Legal Counsel – Existing Litigation – Government Code section 54956.9(d)(1)
Case: South Lake Tahoe Property Owners Group v. City of South Lake Tahoe, California Court of Appeal Case No. C093603
26. Conference with counsel – anticipated litigation (significant exposure to litigation) - Gov. Code section 54956.9(d)(2), (e)(3) (regarding enforcement of parking restrictions at 4000 Lake Tahoe Blvd./Crescent V Shopping Center in 2002 Amended and Restated Parking Management Agreement).

[Pre-Litigation Notice to Mediate - 3-15-21 \(TCP\).pdf](#)

Closed Session Report

Adjournment

I, Susan Blankenship, City Clerk for the City of South Lake Tahoe, declare that the foregoing agenda for the Tuesday, October 19, 2021 meeting of the City of South Lake Tahoe City Council was posted and available for review on Thursday, October 14, 2021 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 October 14, 2021

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Susan Blankenship, Elected City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: October 19, 2021

Agenda Item #: 1.



Agenda Item: City Employee Recognitions

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

Requested Action / Suggested Motions: One new employee will be introduced to City Council. Two employees will be recognized for reaching 15 Years-Service.

Responsible Staff Member: Various

Responsible Staff Member: Various Departments

Reviewed and Approved By:

Susan Blankenship, City Clerk

Attachments:

[01-Staff Report Employee Service](#)



City of South Lake Tahoe

Report to City Council

Meeting Date: October 19, 2021

Title: City Employee Recognition

Location: Citywide

Responsible Staff Member: Various Department Directors

Background: Following past practice, new regular City employees are introduced to Council during a City Council meeting.

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

New Regular City Employees:

Fire Department:

Luke Daum – Firefighter/Paramedic

Service Awards:

Public Works

Phil Harwood – 15 years-service

Police Department

Angela Kallstrom – 15 years-service

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: October 19, 2021

Agenda Item #: 2.



Agenda Item: Proclamations - Domestic Violence Awareness Month

Executive Summary: Effective domestic violence awareness programs succeed because of the partnerships created among civic organization, law enforcements agencies, social services agencies, schools, faith based communities/group and the local community. Live Violence Free joins other concerned citizens in the community to recognize and assist those who are victims of domestic violence and declares its commitment to work toward eliminating the problem of domestic violence.

Requested Action / Suggested Motions: Issue Proclamation to Live Violence Free recognizing October 2021, as "Domestic Violence Awareness Month".

Responsible Staff Member: Susan Blankenship, City Clerk

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

Reviewed and Approved By:

Attachments:

[Proclamation - Domestic Violence Awareness Month.docx](#)

City of South Lake Tahoe
Proclamation
Recognizing October 2021 as
“Domestic Violence Awareness Month”

Whereas, October has been recognized since 1987 as “domestic violence awareness month across the country; and,

Whereas, 1 in 4 women and 1 in 7 men will experience severe physical violence by an intimate partner in their lifetime; and,

Whereas, domestic violence is a community problem, and finding solutions requires the involvement of people throughout the South Lake Tahoe community; and,

Whereas, it is estimated that more than 10 million people experience domestic violence every year. While domestic violence is known primarily as physical abuse, it has many other forms including emotional, sexual, financial, or psychological. It can cause long-term trauma to individuals of every gender, sexual orientation, race, religion, culture, and socioeconomic status; and,

Whereas, in the city of South Lake Tahoe, adults and children are victims of violence each year; and,

Whereas, effective domestic violence awareness programs succeed because of the partnerships created among civic organization, law enforcements agencies, social services agencies, schools, faith based communities/group and the local community; and

Whereas, Live Violence Free joins other concerned citizens in the community to recognize and assist those who are victims of domestic violence and declares its commitment to work toward eliminating the problem of domestic violence.

Now, therefore, the City Council of the City of South Lake Tahoe does hereby proclaim the month of October 2021 as "Domestic Violence Awareness Month" in the City of South Lake Tahoe, so that community awareness and participation in violence prevention may be encouraged.

Tamara Wallace, Mayor

Susan Blankenship, City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: October 19, 2021

Agenda Item #: 3.



Agenda Item: City Council Meeting Minutes

Executive Summary: City Council is asked to formally approve the August 31, 2021 Special City Council minutes and the September 7, 2021 and September 21, 2021 Regular City Council meeting minutes.

Requested Action / Suggested Motions: Pass a Motion to approve the August 31, 2021 Special City Council Minutes and the September 7, 2021 and September 21, 2021 Regular City Council meeting minutes.

Responsible Staff Member: Susan Blankenship, City Clerk

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

Reviewed and Approved By:

Susan Blankenship, City Clerk

Attachments:

[08 31 2021 Special City Council Minutes.pdf](#)

[09 07 2021 Minutes.pdf](#)

[09 21 2021 Minutes.pdf](#)



**City of South Lake Tahoe
Special City Council
Meeting Minutes**

Tuesday, August 31, 2021 at 1:00 PM

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

City Council

Tamara Wallace, Mayor
Devin Middlebrook, Mayor Pro Tem
Cody Bass, Councilmember
Cristi Creegan, Councilmember
John Friedrich, Councilmember

Mission of the City Council

The City Council exists to represent the public interest, to oversee the City's operations and to plan for the City's future.

NOTE: The Meeting Minutes represent actions taken during the meeting of the City Council. Complete Council members discussions on Regular Session meeting items can be viewed in archived video recordings on the City's website at <http://www.cityofslt.us> Public submittals on items can be reviewed in the staff reports contained in the agenda packet as permanent public record and can be viewed on the City's website at <http://www.cityofslt.us>

Call to Order / Pledge of Allegiance

At 1:00 p.m.. Mayor Wallace called the meeting to order. Wallace then led the pledge of allegiance to the flag.

Roll Call

Present were Mayor Wallace, Councilmembers Bass, Creegan, Friedrich and Middlebrook.

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

New Business

1. Ratification of Proclamation of Local Emergency Due to Caldor Fire

Action: Moved/Seconded: Middlebrook/Bass

Yes: Bass, Creegan, Friedrich, Middlebrook and Wallace

Action: Passed **Resolution 2021-064** Ratifying the Proclamation of Local Emergency Due to the Caldor Fire.

Public Comment was heard from the following person:

- 1. Molly Armanino *written comment also received

Written Comment was received from the following person:

- 2. Zaynab Alwan

Adjournment

At 1:16 p.m. Mayor Wallace adjourned the meeting.

Tamara Wallace, Mayor

Attest:

Date

Susan Blankenship, City Clerk

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



City of South Lake Tahoe City Council Meeting Minutes

Tuesday, September 07, 2021 at 9:00 AM

Pursuant to the Governor's Executive Order N-29-20

City Council participated via video/teleconference and the public participated via email or telephone only.

City Council

Tamara Wallace, Mayor
Devin Middlebrook, Mayor Pro Tem
Cody Bass, Councilmember
Cristi Creegan, Councilmember
John Friedrich, Councilmember

Mission of the City Council

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Call to Order/Pledge of Allegiance

At 9:04 a.m. Mayor Wallace called the meeting to order. Wallace then led the pledge of allegiance to the flag.

Roll Call

Present were Mayor Wallace, Councilmembers Bass, Creegan, Friedrich and Middlebrook.

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

Public Communications

Public Comment was heard from the following person:

1. Ed Mosur – Thank you

Written comment was received from the following people:

2. Libertymail.net – Mayor Pro Tem Middlebrook
3. G. Hubbard – City Attorney
4. L. Hutz – City Attorney
5. A. Neuman – City Attorney
6. W. Pinniped – Mayor Wallace
7. J. Riis - City corruption

City Commission Reports

None.

Consent Agenda

Action: Moved/Seconded: Middlebrook/Bass

Yes: Bass, Creegan, Friedrich, Middlebrook and Wallace. **Note:** Councilmember Friedrich recused himself from Items 10 and 12 due to proximity of personal residence. Councilmember Creegan recused herself from Item 12 due to interest in real property near the site.

Action: Passed Consent Agenda with noted recusals.

1. Lake Tahoe Airport Pavement Maintenance Grant Applications

Action: Passed **Resolution 2021-065** authorizing and directing the Airport Manager to apply for a FY 2022 Federal Aviation Administration Airport Improvement Program Grant and companion Caltrans Airport Improvement Program Matching Grant to fund an airport pavement maintenance management plan update at the Lake Tahoe Airport in the amount up to \$166,667.

2. Labor Agreement South Lake Tahoe Police Supervisor's Association

Action: Passed **Resolution 2021- 066** ratifying a Memorandum of Understanding **C-103-2021** between the City of South Lake Tahoe and the South Lake Tahoe Police Supervisor's Association.

3. Labor Agreement - South Lake Tahoe Fire Association

Action: Passed **Resolution 2021- 067** ratifying a Memorandum of Understanding **C-104-2021** between the City of South Lake Tahoe and the South Lake Tahoe Fire Association.

4. Labor Agreement and Side Letter - South Lake Tahoe Police Employee's Association

Action: Passed **Resolution 2021-068** ratifying a Memorandum of Understanding **C-105-2021** and Side Letter between the City of South Lake Tahoe and the South Lake Tahoe Police Employee's Association.

5. Agreement Between Wildscape Engineering and City of South Lake Tahoe for Design and Permitting Services – Upper Bijou Park Creek Restoration Project

Action: Passed **Motion 2021-061** approving Agreement **C-106-2021** with Wildscape Engineering for design and permitting services for the Upper Bijou Park Creek Restoration project for a not to exceed amount of \$460,907.96.

Public Comment was heard from the following person:

1. Steve Teshara, Tahoe Chamber

6. Fiscal Year 2021-2022 Investment Policy and Authority

Action: Passed **Resolution 2021-069** delegating investment authority to the City Treasurer and reconfirming and adopting the City Investment Policy for the year October 1, 2021 to September 30, 2022.

7. Investment Portfolio Report - June 30, 2021

Action: Received and filed.

8. Intent to Abandon 50-foot Easement at Barton Memorial Hospital

Action: Passed **Resolution 2021-070** of intent to abandon the 50-foot-wide easement at Barton Memorial Hospital and set a meeting date for the public hearing for the 50-foot-wide easement abandonment at Barton Memorial Hospital to occur at the City Council Meeting on September 21, 2021.

Public Comment was heard from the following person:

1. Steve Teshara, Tahoe Chamber

9. **Amendment to Professional Services Agreement with PlaceWorks for updating the 2022-2027 Housing Element**
Action: Passed **Motion 2021-062** authorizing and directing the City Manager to execute Amendment #1 to the Professional Services Agreement **C-107-2021** with Placeworks for the General Plan Housing Element update for an additional \$5,789.
Public Comment was heard from the following person:
1. Steve Teshara, Tahoe Chamber
10. **Community Development Block Grant (CDBG) CV1 Subrecipient Agreements for Boys and Girls Club of Lake Tahoe and Catalyst Family Inc. to Provide Childcare Services**
Action: Passed **Motion 2021-060** authorizing execution of Subrecipient Agreements with Boys and Girls Club of Lake Tahoe **C-102-2021** not to exceed \$42,775 and Catalyst Family Inc. **C-101-2021** not to exceed \$96,750.
Public Comment was heard from the following person:
1. Ed Mosur
2. Steve Teshara, Tahoe Chamber
11. **Permanent Local Housing Allocation (PLHA) Program Competitive Application for the Sugar Pine Village Affordable Housing Project.**
Requested Action / Suggested Motions: Pass a Resolution authorizing the City Manager to submit a joint application with Related Companies of California LLC under the PLHA Program for an amount not to exceed \$5,000,000.
Public Comment was heard from the following people:
1. Ed Mosur
2. Steve Teshara, Tahoe Chamber
12. **Recreation Center Project Architectural & Engineering Design Services Contract Amendment**
Action: Passed **Motion 2021-063** approving Contract Amendment **C-108-2021** with JK Architecture Engineering for Recreation Center Architectural and Engineering Design Services to include additional land and topographic survey and additional scope of services changes to develop independent bid packages for phase 1 (site and utility work) and phase 2 (building construction) as presented in the amount of \$193,007.
Public Comment was heard from the following person:
1. Steve Teshara, Tahoe Chamber
13. **Fiscal Year 2020-21 Quarterly Financial Status Report - Quarter Ending June 2021**
Action: Received and filed.

Regular-New Business

14. **Draft Pollutant Load Reduction Plan**
Action: City Council received staff report on draft Pollutant Load Reduction Plan (PLRP) required to outline a path for the City to comply with the Lake Tahoe Total Maximum Daily Load (TMDL) requirements and provided feedback for final submittal of the PLRP on September 10, 2021.
Public Comment was heard from the following person:
1. Ed Mosur

15. Purchase of Computer Aided Dispatch/Records Management System from Sun Ridge Systems for \$445,721.77

Action: Moved/Seconded: Bass/Creegan

Yes: Bass, Creegan, Friedrich, Middlebrook and Wallace

Action: Passed **Resolution 2021-072** appropriating \$445,721.77 from Measure S funds for the purchase of Sun Ridge Systems RIMS CAD/RMS and 12 Dell Latitude Rugged Laptops to be installed in the Fire Department Vehicles; and authorizing the Police Chief to execute Contract **C-109-2021** with Sun Ridge Systems for the purchase of RIMS CAD/RMS Software, installation, training and data conversion.

Agenda Planning Calendar

16. Agenda Planning Calendar

City Attorney:

1. Urgency Ordinance regarding late Transient Occupancy Tax added to September 21, 2021

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

City Attorney:

1. Assistant City Attorney recruitment

City Clerk:

1. Art, Culture and Tourism Committee Application deadline extension
2. Employee recognition and Constitution Week Proclamation items moved to September 21, 2021

City Manager:

1. Caldor Fire Emergency Summary/update
2. Business support
3. Thank you for all the support

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

Mayor Pro Tem Middlebrook:

1. Thank you and stay alert

Councilmember Friedrich:

1. Thank you to City Manager and staff

Councilmember Bass:

1. Thank you for great City leadership

Councilmember Creegan:

1. Thank you to City Manager and Staff
2. Solid Waste JPA meeting
3. Clean Tahoe Program
4. Tahoe Chamber, community support

Mayor Wallace:

1. Thank you to the community

Adjournment

At 10:03 a.m. Mayor Wallace adjourned the meeting.

Tamara Wallace, Mayor
Attest:

Date

Susan Blankenship, City Clerk

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



City of South Lake Tahoe City Council Meeting Minutes

Tuesday, September 21, 2021 at 5:30 PM

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

City Council

Tamara Wallace, Mayor
Devin Middlebrook, Mayor Pro Tem
Cody Bass, Councilmember
Cristi Creegan, Councilmember
John Friedrich, Councilmember

Mission of the City Council

The City Council exists to represent the public interest, to oversee the City's operations and to plan for the City's future.

NOTE: The Meeting Minutes represent actions taken during the meeting of the City Council. Complete Council members discussions on Regular Session meeting items can be viewed in archived video recordings on the City's website at <http://www.cityofslt.us> Public submittals on items can be reviewed in the staff reports contained in the agenda packet as permanent public record and can be viewed on the City's website at <http://www.cityofslt.us> 4957.5].

Call to Order/Pledge of Allegiance

At 5:32 p.m. Mayor Wallace called the meeting to order. Wallace then led the pledge of allegiance to the flag.

Roll Call

Present were Mayor Wallace, Councilmembers Bass, Creegan, Friedrich and Middlebrook.

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

Recognitions

1. City Employee Recognitions

Action: Jaymie Paine, Public Safety Dispatcher; Emily Abernathy, Special Event Coordinator; Anush Nejad, Public Works Director; Becky Penado, Risk Manager and, Laura Newbry, Accounting Technician were introduced to City Council. Allen Molesworth, Police Department, Kim George, Fire Department and Jon Anderson, Fire Department were recognized for 20 years of service.

Public Communications

Public Comment was heard from the following people:

1. David Gregorich – Thank you
2. Ed Mosur – Thank you
3. Pat - Climate Action
4. Molly Armanino – Climate Action
5. Brandi Brown – Tiny homes
6. David Gabriel – Climate Action
7. Jackson Realo – Climate Action
8. Sally Meade - Climate Action

Written Public Comment was received from the following people

9. A. Alowa – Heidi Hill Drum
10. C.& J. Barney - Recall
11. R. Bilott - Divesting from local organizations
12. C. Briceker – Climate Action
13. R. Bryson - Future Fire Work, Energy Independence, & Thank You
14. M. Emmet – Climate Action
15. S. Gibbons- pharmaceuticals
16. C. Glass – Election 2020
17. S. Griffin – Beverly Roxas
18. P. Henry - cancer associated with cell towers
19. P. Higgins – Heidi Hill Drum
20. M. Judge - Tahoe Prosperity Center
21. J. Lowell - Divesting from local organizations
22. P. McGraw - Cell phone radiation
23. A. Neuman – Heather Stroud
24. W. Pinniped - Mayor Wallace
25. J. Riis – Steve Teshara
26. C. Russell – Jason Collin
27. G. Shaw – Lew Feldman
28. D. Sive - Cell towers
29. R. Smothers - 56 Acres
30. M. Sullivan - City government corruption
31. P. Thorpe – Lakefront development
32. J. Turner- Councilmembers Creegan and Friedrich
33. D. Weaver – Mayor Wallace
34. B. Wisner – Corrupt interests
35. T. Lawrence – Heidi Hill Drum
36. D. Elfman – Mayor Wallace
37. S. Cantwell – Climate change
38. R. Yalowitz – Climate Action Plan
39. A. Halpern – Climate Action Plan
40. C. Huston – Climate change
41. U. Keppler – Government corruption
42. E. Wayburn – City Council spreading COVID
43. P. Weitz – Jamie Orr

Proclamations

2. Proclamation - Recognizing September 17-23, 2021 as "Constitution Week"

Action: Issued Proclamation to Rosemary Manning, Regent, Daughters of the American Revolution, recognizing September 17-23, 2021 as "Constitution Week"

Written Comment was received from the following people:

1. Evan Bevan
2. Paul Geske
3. Steven Hart

City Commission Reports

None.

Consent Agenda

Action: Moved/Seconded: Bass/Friedrich

Yes: Bass, Creegan, Friedrich, Middlebrook and Wallace

Action: Passed Consent Agenda

3. **City Council Meeting Minutes**

Action: Passed **Motion 2021-064** to approve the August 3 and August 17, 2021 City Council regular meeting minutes.

4. **Changes to Salary and Benefits for Non-represented Management and Confidential Employees**

Action: Passed **Resolution 2021-074** approving changes to salary and benefits for non-represented management and confidential employees including the elected City Clerk.

5. **Memoranda of Understanding (MOUs) with Administrative & Confidential Local #39 and General & Public Works Local #39**

Action: Passed **Resolution 2021-075** ratifying a MOU with Administrative & Confidential Local #39 and ratifying a MOU with General & Public Works Local #39.

6. **Establishing Juneteenth National Independence Day ("Juneteenth") as a Paid Holiday for Employees of the City of South Lake Tahoe**

Action: Passed **Resolution 2021-073** establishing Juneteenth National Independence Day ("Juneteenth") as a Paid Holiday for Employees of the City of South Lake Tahoe.

Public Comment was heard from the following person:

1. Ed Mosur

7. **Lake Tahoe Blvd Class 1 Bike Trail (Viking Way to Y)**

Action: Passed **Motion 2021-065** to reject the bid from Sierra Nevada Construction Inc. and direct staff to rebid the project.

Public Hearing

8. **Abandonment of Barton Memorial Hospital 50-foot Easement**

Action: Moved/Seconded: Middlebrook/Friedrich

Yes: Bass, Creegan, Friedrich, Middlebrook and Wallace

Action: Conducted a public hearing and Passed **Resolution 2021-076** authorizing the abandonment of a 50-foot-wide Easement at 2180 South Avenue.

The following person addressed City Council:

1. Gary Midkiff, Midkiff & Associates

Regular-New Business

9. **Urgency Ordinance - Temporary Waiver of Penalties and Fees for Late Remittance of Transient Occupancy Tax and Business License Fees**

Action: Moved/Seconded: Friedrich/Middlebrook

Yes: Bass, Creegan, Friedrich, Middlebrook and Wallace

Action: Passed **Ordinance 2021-1156** Temporarily Waiving Penalties and Fees for Late Remittance of Transient Occupancy Tax and Business License Fees.

Public Comment was heard from the following person:

1. Steve Teshara

10. Winter Program Concessionaire Services at City Campground

Action: This item was moved to the October 19 meeting due to a Bid Protest received from Budget Enterprise LLC. This item will be considered at the October 19 City Council meeting pending Bid Protest determination.

11. Transit Analysis Scope of Work Discussion

Action: Received presentation and provided direction regarding proposed transit analysis scope of work.

Public Comment was heard from the following person:

- 1. Ed Mosur

Written Comment was received from the following person:

- 2. South Shore Transportation Management Association
- 3. City Staff distributed a PowerPoint Presentation

Agenda Planning Calendar

12. Agenda Planning Calendar

City Manager:

- 1. Presentation from TRPA moved to November 16
- 2. Climate Action Plan

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

City Attorney:

- 1. Legislative updates forthcoming

City Clerk:

- 1. Proclamation issued to Garfield Ware
- 2. Request for Proclamation for Domestic Violence Free. (Council consensus)

City Manager:

- 1. League of California Cities Conference
- 2. Community Conversation with Mayor
- 3. Welcome Back Tahoe, Honoring our Heroes event – September 25, 2021
- 4. Climate Action Plan

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

Councilmember Creegan:

- 1. Looking forward to Saturday

Councilmember Bass:

- 1. Looking forward to Saturday
- 2. Tahoe Prosperity Center meeting – Envision Tahoe

Councilmember Friedrich:

- 1. Multi-Cultural Alliance Subcommittee

Adjournment

At 7:17 p.m. Mayor Wallace adjourned the meeting.

Tamara Wallace, 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: October 19, 2021

Agenda Item #: 4.



Agenda Item: Fiscal Year 2021-2022 Appropriation Limit

Executive Summary: The attached resolution fulfills State requirements that limit the amount of annual appropriations by the City. Proposition 4 passed in 1979 and Proposition 111 passed in 1990, known as the Gann Initiative, and established a restriction on the amount of tax revenue that can be appropriated in any fiscal year. The limit is based on actual appropriations during the 1978-79 fiscal year (base year), and is allowed to increase each year based upon the calculation using a percentage change in population as of January 1 of each year in conjunction with a change in the cost of living from previous fiscal year. The fiscal year 2021-2022 appropriations limit is \$88,343,587. The City's FY 2021-2022 appropriation subject to the limit from proceeds of taxes is \$45,140,522. Therefore, the City's appropriation is under the legal limit by \$43,203,065.

Requested Action / Suggested Motions: Pass a Resolution establishing the Appropriation Limit for Fiscal Year 2021-2022 in compliance with Proposition 111 in the amount of \$88,343,587.

Responsible Staff Member: Andrew Black, Financial Services Supervisor

Responsible Staff Member: Andrew Black, Financial Services Supervisor (530) 542-6061

Reviewed and Approved By:

Susan Blankenship, City Clerk

Olga Tikhomirova, Director of Finance

Heather Stroud, City Attorney

Attachments:

[01-Staff_Report GANN_Limit \(2\).docx](#)

[02-Resolution - Appropriations Limit.docx](#)

[03-Appropriations Worksheet](#)



City of South Lake Tahoe

Report to City Council

Meeting Date: October 19, 2021

Title: Fiscal Year 2021-2022 Appropriation Limit

Location: Citywide

Responsible Staff Member: Andrew Black, Financial Services Supervisor (530) 542-6061

Background: Proposition 4 passed in 1979 and Proposition 111 passed in 1990, known as the Gann Initiative, created a restriction on the amount of revenue which can be appropriated in any fiscal year. The limit is based on actual appropriations during the 1978-79 fiscal year (base year) and is allowed to increase each year based upon the calculation using a percentage change in population as of January 1 of each year in conjunction with a change in the cost of living from previous fiscal year.

Issue and Discussion: Population estimates by the State Department of Finance as of January 1, 2021 indicate 0.81 percent change in the City and 0.96 percent change County-wide (Worksheet 5B). The per capita personal income (cost of living factor) changed by a ratio of 1.0573 from fiscal year 2020-2021. Only revenues referred to as “proceeds of taxes” are restricted by the limit. Proceeds of taxes for fiscal year 2021-2022 are calculated at \$46,392,095 (Worksheet 2).

Financial Implications: The fiscal year 2021-2022 appropriations limit is \$88,343,587 (Worksheet 4). The City’s appropriation subject to the limit from proceeds of taxes is \$45,140,522. Therefore, the City’s appropriation is under the legal limit by \$43,203,065.

Policy Implications: Consistent with City’s Financial Policies

Resolution 2021-XXX

Adopted by the City of South Lake Tahoe
City Council

October 19, 2021

Establishing the Appropriations Limit for the Fiscal Year 2021-2022 in Compliance with Proposition 111 in the Amount of \$88,343,587

BACKGROUND

- A. Article XIII B of the California Constitution and Section 7910 of the Government Code of the State of California provide that the governing body of each jurisdiction shall by resolution establish its appropriation limit for the following fiscal year.
- B. Proposition 111 approved in November 1990 now requires that the limit be calculated using new growth factors.
- C. The City Council has reviewed the appropriate growth factors and does hereby choose the population growth within El Dorado County to better reflect the average daily population.
- D. The City Council has reviewed the appropriate cost of living factors and does hereby choose the per capita personal income factor.
- E. Documentation used in determination of the appropriations limit has been available to the public since September 28, 2021, in the Accounting Division, meeting the required fifteen (15) day period for public inspection as required by law.
- F. The City Council of the City of South Lake Tahoe now desires to adopt said appropriations limit.

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

1. Establishes the appropriations limit for the Fiscal Year 2021-2022 in compliance with Proposition 111 in the amount of \$88,343,587.

Adopted by the City of South Lake Tahoe City Council on October 19, 2021 by the following vote:

Yes:

No:

Absent:

Abstain:

Date: _____

Tamara Wallace, Mayor

Attest:

Susan Blankenship, City Clerk

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

APPROPRIATIONS LIMIT 2021-2022

WORKSHEET # 1

	<u>USER FEES</u>	REVENUE BUDGET	DIVISION REVENUE TOTAL	EXPENSE BUDGET
10001730-34180	COPY CHARGES	50		
10001840-34032	IS SERVICES	41,000		
	<u>TOTAL ACCOUNTING</u>		41,050	1,459,225
10003110-34180	COPY CHARGES	50		
10003210-32116	TRANSPORTATION	1,500		
10003210-32120	ENCROACHMENT	110,000		
10003210-32118	OBSTRUCTION	800		
10003210-34135	PARCEL MERGE	6,000		
10003210-34150	ENGINEERING INPECTIONS	500		
10003210-34155	PLAN CHECK	500		
10002240-34230	FIRE PREVENTION SPECIAL INSPECT	40,000		
	<u>TOTAL ENGINEERING</u>		159,350	1,231,319
10003710-34xxx	PLANNING PERMITS	111,000		
	<u>TOTAL PLANNING</u>		111,000	753,106
10002210-34520	SERVICE CHARGES	500		
10002220-34223	FIRE SUPPRESSION FEES	20,000		
10002220-34260	EMS	0	Moved to 236-02262	
10002220-36283	OVERTIME REIMBURS.	100,000		
	<u>TOTAL FIRE DEPARTMENT</u>		120,500	8,935,725
10002110-32114	POLICE PERMITS	300		
10002110-34210	SPECIAL SVC	62,775		
10002110-34211	PD INCIDENTAL	21,000		
10002110-34213	BOOKING FEES	4,000		
10002150-33206	POST	20,000		
	<u>TOTAL POLICE</u>		108,075	12,383,177
10004105-34xxx	RECREATION ADMINISTRATION	0		
10004110-34xxx	GOLF COURSE	0		
10004130-34xxx	CAMPGROUND	600,000		
10004170-34xxx	PARK MAINTENANCE	67,500		
10004220-34xxx	RECREATION PROGRAMS	175,000		
10004225-34xxx	SPECIAL EVENTS	75,000		
10004230-34xxx	SENIOR CNTR	4,900		
	<u>TOTAL PARKS & REC</u>		922,400	3,137,589
	TOTAL GENERAL FUND USER FEES		Revenues 1,462,375	Expenditures 27,900,141

APPROPRIATIONS LIMIT 2021-2022

WORKSHEET # 2

GENERAL FUND REVENUE (less use of FB) 54,553,910

TOTAL GF REVENUES 54,553,910

TAXES

Revenue	PROPERTY TAXES	9,175,180	
Summary	SALES TAX	15,877,625	
page	BUSINESS LICENSE	1,647,000	
	TOT Taxes	16,839,290	
31601and 31702	OTHER TAXES	470,000	

TOTAL TAXES 44,009,095

REVENUE FROM STATE

10001511-33201	Motor Vehicle in lieu	2,285,000	includes 33202
10001511-33207	Off Highway Vehicles	0	
10001511-33204	HOPTR	78,000	
10001511-33208	MANDATES SB Reimburs.	20,000	
	TOTAL REVENUE FROM STATE		2,383,000

PROCEEDS OF TAXES

46,392,095

NON TAX PROCEEDS

8,161,815

TOTAL PROCEEDS 54,553,910
 LESS INTEREST INCOME 300,000
 NET 54,253,910

	TOTAL	TAXES	NON-TAX
TOTAL	54,553,910	46,392,095	8,161,815
EXCLUSIONS (WORKSHEET # 7)	1,251,573	1,251,573	
INTEREST	300,000		300,000
NET	53,002,337	45,140,522	7,861,815
PERCENT	100%	85%	15%
ALLOCATION OF INTEREST	300,000	255,501	44,499
ADJUSTED TOTAL	53,302,337	45,396,023	7,906,314

APPROPRIATIONS LIMIT 2021-2022

INTEREST EARNINGS PRODUCED BY TAXES

WORKSHEET # 3

CITY: South Lake Tahoe
 FY: 2021-2022
 BUDGET: X or ACTUAL:

	AMOUNT	SOURCE
A. NON-INTEREST TAX PROCEEDS	46,392,095	(Worksheet # 2)
B. MINUS EXCLUSIONS	1,251,573	(Worksheet # 7)
C. NET INVESTED TAXES	45,140,522	(A - B)
D. TOTAL NON-INTEREST BUDGET	53,002,337	(Worksheet # 2)
E. TAX PROCEEDS AS PERCENT OF BUDGET	0.85167	(C / D)
F. INTEREST EARNINGS	300,000	Budget or Actual
G. AMOUNT OF INTEREST EARNED FROM TAXES	255,501	(E * F)
H. AMOUNT OF INTEREST EARNED FROM NON-TAXES	44,499	(F - G)

I. Take the result of steps G and H
 Copy on to worksheet # 2

APPROPRIATIONS SUBJECT TO LIMITATION

WORKSHEET # 4

CITY: South Lake Tahoe
 FY: 2021-2022
 BUDGET: or ACTUAL:

	AMOUNT	SOURCE
A. PROCEEDS OF TAXES	46,392,095	(Worksheet # 2)
B. EXCLUSIONS	1,251,573	(Worksheet # 7)
C. APPROPRIATIONS SUBJECT TO LIMITATION	45,140,522	(A - B)
D. CURRENT YEAR LIMIT	88,343,587	(Worksheet # 6)
E. OVER (UNDER) LIMIT	(43,203,065)	(C - D)

WORKSHEET # 5A

May 2021

Attachment A

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2021-22 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2021-22	5.73

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2021-22 appropriation limit.

2021-22:

Per Capita Cost of Living Change = 5.73 percent
 Population Change = -0.46 percent

Per Capita Cost of Living converted to a ratio:	$\frac{5.73 + 100}{100} = 1.0573$	INFLATION FACTOR
Population converted to a ratio:	$\frac{-0.46 + 100}{100} = 0.9954$	
Calculation of factor for FY 2021-22:	$1.0573 \times 0.9954 = 1.0524$	

WORKSHEET # 5B

Fiscal Year 2021-22

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2020-2021	1-1-20	1-1-21	1-1-2021
El Dorado				
Placerville	-0.69	10,964	10,888	10,888
South Lake Tahoe	0.81	23,210	23,398	23,398
Unincorporated	1.10	159,261	161,011	161,076
County Total	0.96	193,435	195,297	195,362

$$\frac{.96 + 100}{100} = 1.0096 \text{ POPULATION FACTOR}$$

POPULATION FACTOR:

The City may adjust its appropriations limit by either the percentage change in the City's own population growth, or the percentage change in the population growth for El Dorado County. The above factor represents the annual percentage change in population for El Dorado County.

APPROPRIATIONS LIMIT 2021-2022

WORKSHEET # 6

CITY: South Lake Tahoe
 FY: 2021-2022
 BUDGET: X or ACTUAL: _____

	AMOUNT	SOURCE
A. LAST YEAR'S LIMIT (20-21)	82,761,329	
B. ADJUSTMENT FACTORS		
1. Population %	1.0096	(Worksheet # 5B)
2. Inflation %	1.0573	(State Finance
		(Worksheet # 5A))
Total adjustment %	1.0675	(B1*B2)
C. ANNUAL ADJUSTMENT \$	5,582,258	A*((B-1)*1)
D. OTHER ADJUSTMENTS:		
Prior Year Limit Correction (+)	0	
Sub-Total	0	
E. TOTAL ADJUSTMENTS	5,582,258	(C+D)
F. THIS YEAR'S LIMIT (21-22)	88,343,587	(A+E)

APPROPRIATIONS LIMIT 2021-2022

WORKSHEET # 7

EXCLUSIONS

			Budget
FEDERAL MANDATES			
	41119 ALL UNEMPLOYMENT INS	96,303	
	41128-41129 ALL MEDICARE	278,920	
	TOTAL FEDERAL		375,223
STATE MANDATES			
	10003410-44091 HAZARDOUS WASTE	8,350	
	20103510-44091 HAZARDOUS WASTE	2,000	
	20703610-44091 HAZARDOUS WASTE	2,000	
	TOTAL HAZ WASTE		12,350
	10002220-41040 FLSA OT (91% OF FIRE OT)	364,000	
	20103510-33205 OVERLAY (Gas Tax Funds)	500,000	
	TOTAL STATE		864,000
	GRAND TOTAL EXCLUSIONS		1,251,573

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: October 19, 2021

Agenda Item #: 5.



Agenda Item: Fiscal Year 2020-2021 Budgeted Funds Re-Appropriation

Executive Summary: The City of South Lake Tahoe Budget Policy provides for the carryover of operating program appropriations if funds are unspent and purchases are not fully received, or services could not be fully completed during the fiscal year. The annual practice of bringing forward this re-appropriation request is intended to keep the City Council and general public fully informed.

Requested Action / Suggested Motions: Pass a Motion to approve re-appropriation of Fiscal Year 2020-2021 budget for purchases and services with unfinished scope of work to Fiscal Year 2021-2022.
Responsible Staff Member: Olga Tikhomirova, Director of Finance

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

Reviewed and Approved By:

Susan Blankenship, City Clerk

Heather Stroud, City Attorney

Attachments:

[01-Staff Report-Reappropriation of FY2021 to FY 2122 Budget.docx](#)

[02 - Carry Forward to 21_22 tables.pdf](#)



City of South Lake Tahoe

Report to City Council

Meeting Date: October 19, 2021

Title: Fiscal Year 2020-2021 Budgeted Funds Re-Appropriation

Location: Citywide

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

Background: The City of South Lake Tahoe budget policy provides for the carryover of operating program appropriations if funds are unspent and purchases are not fully received, or services could not be fully completed during the fiscal year.

Issue and Discussion: This staff report is to advise City Council of funds that need to be re-appropriated. The listed re-appropriated purchases were either not fully received, or services could not be completed by September 30, 2021, and are still needed in the new fiscal year. The annual practice of bringing forward this re-appropriation request is intended to keep the City Council and the general public fully informed. It is consistent with the City Council's adopted budget policies.

Financial Implications: The City of South Lake Tahoe Budget Preparation Policy, adopted by the City Council, provides for the carryover of operating program appropriations:

C. Operating Carryover - Operating program appropriations not spent during the fiscal year will not automatically carry-over into the next fiscal year, and shall lapse at year-end. These un-spent appropriations shall be subject to re-appropriation into the subsequent fiscal year, except for long-term projects in progress that are carried forward to the following year and reserved for encumbrances.

The current fiscal year budget for 2021-2022 will be amended by a total amount of **\$1,849,186**. This amount is to pay for obligations that were budgeted and not fully received or could not be completed in the 2020-2021 fiscal year. Since the obligations were not complete, they have not been invoiced and paid.

\$	85,872	-	General Fund expenses
\$	788,610	-	General Fund revenues
\$	165,703	-	Other Funds expenses
\$	<u>809,001</u>	-	Other Funds revenues
\$	1,849,186	-	Total Re-appropriation

General Fund Re-Appropriation

Vendor Name	Account Number	Carryforward Amount	Explanation
Revenues:			
Hazard Mitigation Grant	100-02210-33209	\$ 85,872	Hazard Mitigation Plan Grant Revenue
		<u>\$ 85,872</u>	
Expenses:			
Various	100-01110-44050	\$ 1,000	League conference travel Sep 2021 on CalCard
Porter Simon	100-01210-44012	\$ 4,173	Outside Counsel - Litigation
Burke Williams	100-01210-44012	\$ 3,000	Litigation, Legal Matters
Telecom Law Firm	100-01210-44012	\$ 2,000	Legal Matters
Duggan McHugh	100-01210-44012	\$ 10,000	Arbitration opinion
Eplus Technology Inc	100-01840-46110	\$ 63,505	Security appliance purchase and installation
Cadence Teal LLC	100-01840-42030	\$ 25,850	Firewall installation services
Cadence Teal LLC	100-01840-46110	\$ 14,619	Firewall purchase
Sun Ridge Systems	100-02160-46122	\$ 419,651	Computer Aided Dispatch (CAD)
Hazard Mitigation Grant	100-02210-42025	\$ 82,715	Hazard Mitigation Plan Grant Expenses
Sean Gannon	100-02220-43025	\$ 6,995	Tree Service at St.3
Forcible Entry, Inc.	100-02220-46110	\$ 8,067	Forcible entry equipment
Sky Fire	100-02220-46110	\$ 2,000	Drone FAA licensing
Cross Connections	100-02220-46110	\$ 6,500	Fire Vehicle radios
Dell (or similar)	100-02220-46110	\$ 26,071	12 Dell Laptops for Fire vehicles (CAD project)
Interwest	100-03110-42025	\$ 10,054	Building dept contract services
Wells and Barnett	100-03110-42025	\$ 21,904	Building dept contract services
4Leaf	100-03110-42025	\$ 51,958	Building dept contract services
Wood Rodgers Traffic Engineering	100-03210-42020	\$ 8,000	Traffic Engineer and Safety Equipment
Consulting Services	100-03210-42020	\$ 20,148	Consulting services from vacancy
Global Industries	100-03210-45010	\$ 400	Traffic Cones purchase with CalCard
		<u>\$ 788,610</u>	

Other Funds Re-Appropriation

Vendor Name	Account Number	Carryforward Amount	Explanation
Revenues:			
PLHA Grant	253-06010-33244	\$ 165,703	PLHA Grant Revenues
		<u>\$ 165,703</u>	
Expenses:			
Kodiak America	208-03610-46110	\$ 269,515	PO 12437 Snow Blower Loader
Garton Tractor Inc	210-03010-46130	\$ 65,093	PO 12452 Jacobsen Truckster
TBD	217-04504-44095	\$ 20,000	Art Funding (RPF in progress)
Stryker Procure	236-02262-46110	\$ 9,180	Heart Monitor Maintenance and Repair Services
California Conservation Corps	245-03215-42030	\$ 40,000	Stormwater drainage ditch maintenance contract - due to fires, city contract was delayed
TBD	245-03215-42030	\$ 5,794	Delayed commercial business inspections due to the Caldor Fire
PLHA Grant	253-06010-42010	\$ 157,418	PLHA Grant Expenditures
PLHA Grant	253-06010-50011	\$ 8,285	PLHA Grant Expenditures
National Auto Fleet Group	310-70000-46110	\$ 47,357	PO 12478
NAI Tahoe Sierra Realtor Services	501-05110-42020	\$ 36,000	FD Bar and Grill Sale
ESA, Inc	501-05120-42025	\$ 9,530	Contract Amendment #1 for Airport Envir. Services
Green Pro Services	501-05120-43023	\$ 4,051	Janitorial Services
Intermountain Slurry Seal, Inc	501-05130-42030	\$ 17,500	Airport Pavement Maintenance contract
Jviation, Inc	501-05130-42030	\$ 7,604	Engineering Contract Amendment
Thompson Garage Doors	501-05130-42030	\$ 3,609	Hangar Door Services
SNOQUIP	501-05130-46110	\$ 36,066	PO 12463 on order
American River Construction, Inc	501-05130-48020	\$ 61,999	Hangar Repair in progress
California Conservation Corps	501-05180-42030	\$ 10,000	Airport Tree Removal Contract C-066-2020
		<u>\$ 809,001</u>	

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: October 19, 2021

Agenda Item #: 6.



Agenda Item: Contract with Huntington Beach Electric, Inc. for Supply and Installation of LED Lighting Retrofit Assemblies

Executive Summary: The City of South Lake Tahoe owns and operates approximately 150 pedestrian light fixtures on the US 50 Hwy corridor between Trout Creek and Ski Run Boulevard. These sidewalk/trail lights are currently 175W metal halide bulbs. Given the wattage, the high energy-usage, the maintenance issues and lifespan of metal halide bulbs, staff recommends converting the assemblies to LED systems that meet the same photometric standards as the current configuration. The LED retrofits will provide the same safety and lighting as the current system but will have longer lifespans and provide the City with significant energy and financial savings. Staff is recommending budget appropriation and award of a public works contract for the LED lighting retrofit of the US Hwy 50 pedestrian lights between Trout Creek and Ski Run Boulevard and the replacement of existing LED assemblies in the Ski Run Boulevard pedestrian light system.

Requested Action / Suggested Motions: Pass a Resolution establishing a CIP (301) account for the project, transferring existing capital funds in the amount of \$25,000, transferring Undesignated General Fund reserves in the amount of \$43,843.94; and Pass a Motion authorizing and directing the Public Works Director to execute the Contract to Huntington Beach Electric, Inc. for \$62,585.94 to retrofit pedestrian light fixtures on US 50 and Ski Run Boulevard with LED lights.

Responsible Staff Member: Jim Marino, Capital Improvements Manager

Responsible Staff Member: Jim Marino - Capital Improvements Manager (530) 542-6027

Reviewed and Approved By:

Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance
Heather Stroud, City Attorney

Attachments:

- [01-Staff Report_LED Lighting Retrofit_US 50 and Ski Run Boulevard Pedestrian Lights.docx](#)
- [02-Bidder Participation Report](#)
- [03-Huntington Beach Electric Agreement](#)
- [04-Resolution_budget appropriation.docx](#)



City of South Lake Tahoe

Report to City Council

Meeting Date: October 19, 2021

Title: Award of Contract to Huntington Beach Electric, Inc. for the Supply and Installation of LED Lighting Retrofit Assemblies

Location: US Hwy 50 Corridor and the Ski Run Boulevard Corridor Pedestrian Lights

Responsible Staff Member: Jim Marino, Capital Improvements Manager (530) 542-6027.

Background: Most of the City's arterial and collector class roadways which include adjacent sidewalk or class 1 bicycle trail components, typically include pedestrian lighting for purposes of safety. Example locations across the City in which LED-based pedestrian lighting have been installed are US Hwy 50 (Stateline Redevelopment Area), US Hwy 50 (Linear Park segment), Heavenly Village Way, Ski Run Boulevard, Pioneer Trail (US 50 to Larch), Al Tahoe Boulevard (Johnson to US 50), Sierra Boulevard, Bellamy Court, and Transit Way.

Proposed future projects that will include LED pedestrian lighting are the US 50 Safety Project (Trout Creek to South Wye), Lake Tahoe Boulevard Class 1 Bicycle Trail Project (Viking Way to South Wye), and the Johnson Boulevard Streetscape Project (Al Tahoe to US 50). In addition, many private developments within the corridor utilize LED 4,000k safety lighting. An example would be the Whole Foods development on the US 50 corridor. All existing pedestrian lighting zones have been consistently specified as LED 4,000k color standard.

The City of South Lake Tahoe owns and operates approximately 150 pedestrian light fixtures which currently utilize 175W metal halide bulbs on the US 50 corridor between Trout Creek and Ski Run Boulevard. Given the wattage, the high energy usage, the maintenance issues, and lifespan of metal halide bulbs, the department is considering converting the assemblies to LED systems that meet the same photometric standards as all the other pedestrian lighting zones within the City. LED retrofits will provide the same safety and lighting as the current system but will have longer lifespans and provide the City with significant energy and financial savings. In addition to the US 50 corridor retrofit, the department is also considering the replacement of existing LED bulb assemblies on the Ski Run Boulevard corridor with the same product in an effort to standardize the lighting area. Due to the high pedestrian and bicycle activities along the US 50 corridor, the recommended standard will adhere to the required safety standards.

The LED retrofit project contemplated herein generally consists of specifying, supplying, and installing an appropriate LED retrofit assembly that meets the photometric standards of the existing corridor lights. The LED assemblies shall:

- a) Provide the same light output – Vendor to provide photometric
- b) Provide same or very similar color temperature as other pedestrian lighting zones – 4,000k
- c) Fit into existing housings and shall not protrude below the existing cut-off lens.
- d) Not require supply rewiring or low voltage (LV) controls outside the housing assembly.
- e) Not require new housings and/or fixtures.
- f) Provide a reasonable warranty and extended life when compared to the existing metal halide bulbs.

On June 16, 2021, the Department of Public Works advertised a Request for Proposals (RFP) for the work mentioned above. The RFP was electronically distributed to the following classifications: 238210 - Electrical Contractors and Other Wiring Installation Contractors; 335122 - Commercial, Industrial, and Institutional Electric Lighting Fixture Manufacturing; 423610 - Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers

Issue and Discussion: Eighty-three (83) contractors licensed to perform the project were notified electronically of the RFP, and nine (9) builders exchange sites were also notified. Twenty-two (22) prospective bidders downloaded the documents (Attachment 02).

Electronic submittals were received by the Department of Public Works on July 16, 2021. The department received three (3) Proposals. *Table A* below identifies the firms submitting proposals

	Firm	Location	Proposal
1	Atwood Hay	Roseville, CA	\$143,300.00
2	Huntington Beach Electric	Huntington Beach, CA	\$62,585.94
3	Baran Electric	Sacramento, CA	\$93,952.93

Table A – Firms submitting Proposals

Upon review of the cost proposals, Staff has determined Huntington Beach Electric be the lowest qualified bidder. As such, Staff recommends the City enter into a Public Works Agreement as defined in attachment 03 with Huntington Beach Electric in the amount of \$62,585.94. *Table B* details the Huntington Beach Electric cost proposal breakdown.

Task	UOM	QTY	Unit Cost	Total Cost
1 Hwy 50 LED Bulb Assembly	EA	150	125.00	\$18,750.00
2 Hwy 50 LED Stock	EA	25	125.00	\$ 3,125.00
3 Ski Run Blvd LED Assembly	EA	50	125.00	\$ 6,250.00
4 Freight – Delivered to Site	LS	1	2,000	\$ 2,000.00
5 Labor – Complete and In Place	LS	1	30,000	\$30,000.00
6 Tax – El Dorado County	LS	1	2,460.94	\$2,460.94
			TOTAL	\$62,585.94

Table B – Proposal Breakdown – Huntington Beach Electric

Financial Implications: Currently, the project is unfunded. It is Staff’s understanding that projects associated with the City’s Climate Action Plan (CAP) goals and objectives are a priority of the City Council. As such, Staff is recommending the creation of a 301 CIP account and the appropriation of necessary funds, including a project contingency (10%) for a total of \$68,843.94. Staff is suggesting the appropriation come from two separate fund sources; CIP Account 301-60072 (Springmeyer Fountain Rehabilitation) in the amount of \$25,000; and Undesignated General Fund Reserves in the amount of \$43,843.94

Table C below defines the fund allocation and appropriation.

From (Fund)	Amount	Transfer to:
301-60072	\$25,000.00	301-XXXXX
36300	\$43,843.00	301-XXXXX
	Total	\$68,843.94

Table C – Fund Distribution

Environmental Considerations: The project is considered Categorical Exempt (CE) from review under CEQA under CEQA Guidelines section 15302 "*Replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.*"

A Notice of Exemption will be filed.

Policy Implications: Retrofitting pedestrian lighting with LED lights will result in energy savings and greenhouse gas reductions that will advance the goals in the City's adopted Climate Action Plan.

City of South Lake Tahoe						
Project Participation Report for Project Energy Efficiency Improvements - Pedestrian Light LED Retrofits (08172021)						
Issued on 06/16/2021						
Bid Due on July 16, 2021 2:00 PM (PDT)						
Vendor Name	Notified	Prospective Bidder	Downloaded Files	Bidder	Bid Amount	Awarded
AAA Solar Electric	X					
ABM ELECTRICALPOWER SERVICES, LLC.	X					
ABSOLUTE INC DBA COMTEC TELEPHONE & DATA	X					
AMS.NET	X					
Access Systems, Inc	X					
Agilis Group Inc	X					
American Industrial Control, Inc.	X					
Atwood Hay Inc.		X	X	X	\$143,300.00	
Avidex Industries, LLC	X					
Baran Electric		X	X	X	\$93,952.93	
Battery Systems	X					
Bear Electrical Solutions, Inc		X	X			
Betmar Construction	X					
Bid America		X	X			
Big Bear Electric Inc	X					
Blue Sky Electrical Solutions, Inc	X					
Borrelli And Associates, Inc.	X					
Briggs Electric, Inc.	X					
C&S Publishing		X	X			
CHD International	X					
CNETCOM, INC	X					
CORE Construction Inc. dba CORE Construction Management		X	X			
Cal Signal Corp	X					
Climatec LLC		X	X			
Collicutt Energy Services, Inc.	X					
ConstructConnect		X	X			
Construction Bidboard, Inc.	X	X	X			
Control Tech West, Inc	X					
DMullis Insurance		X	X			
DataGear Inc.	X					
Dodge Data & Analytics		X	X			
Dudek	X					
EIDIM AV Technology	X					
ENGIE	X					
EPC Electric Inc.	X					

Vendor Name	Notified	Prospective Bidder	Downloaded Files	Bidder	Bid Amount	Awarded
El Dorado Builders Exchange	X					
Enable Energy	X					
Endelos Energy	X	X	X			
Etairos Corp.	X					
Flatiron Electric Group, Inc.	X					
Franks TV and Electronics Inc	X					
GigaTera USA	X					
Graybar Electric Company, Inc.	X					
Great Basin Lighting		X	X			
High Light Electric Inc	X					
Hogan General Engineering	X					
Hunter Electric, Inc.	X					
Huntington Beach Electric Inc		X	X	X	\$62,585.94	
IMS		X	X			
J.R. Sharp Construction, inc	X					
JM Fiber Optics, Inc.	X					
Jaykal LED Solutions		X	X			
Linear West, Inc DVBE	X					
Lumacurve Airfield Signs	X					
Luminos Global Inc.	X					
May-Han Electric Inc.	X					
Medical Illumination International, Inc.	X					
Merit Electric	X					
Mike Brown Electric Co.	X					
Native Electrical Construction, Inc.	X					
One Time Utility Sales	X					
PV GURU INC	X					
Pacific Material Handling Solutions, INC	X					
Pinnacle Telecommunications Inc.	X					
Placer County Builders Exchange	X	X	X			
Prime Vendor inc		X	X			
Prism Engineering Inc	X					
Pullman Construction Inc	X					
ReGreen, Inc.	X					
ReGreen, Inc.	X					
Retro-Tek Energy Services Inc.	X					
Rochlin Corporation	X					
STE Electric DBA Solar Technologies	X					
SUPREME LIGHTING DESIGN		X	X			
Sacramento Electronic Supply Co, Inc	X					

Vendor Name	Notified	Prospective Bidder	Downloaded Files	Bidder	Bid Amount	Awarded
Sentry Control Systems, Inc.	X					
Siemens	X					
Sierra Contractors Source		X	X			
Sierra Valley Electric, Inc.	X					
Silicon Avenue Technologies Inc	X					
SolarMax LED Inc.	X					
Staten Solar Corp,	X					
Staten Solar Corporation	X					
Stronghold Engineering, Inc.	X					
Studebaker Brown Electric Inc.	X					
SunPower Corporation, Systems	X					
Sunworks	X					
Tahoe Electric Inc	X					
Tahoe Lighting Concepts Inc	X					
Tennyson Electric, Inc.	X					
The Blue Book		X	X			
The San Francisco Builders Exchange	X	X				
Tim Paxin's Pacific Excavation, Inc.	X					
Total Online Protection	X					
Turnkey Construction and Solar, Inc.	X					
US Security Supply	X					
Valley Power Systems North, Inc.	X					
Winters Electric Inc.	X					
Yung Jo Ryoo	X					
shane electric	X					
st francis electric	X	X	X			
TOTALS	83	23	22	3		\$0.00

CITY OF SOUTH LAKE TAHOE
PUBLIC WORKS DEPARTMENT

AGREEMENT

DOCUMENT 00500 - AGREEMENT



**City of South Lake Tahoe
PUBLIC WORKS DEPARTMENT
AGREEMENT**

FOR

PEDESTRIAN LIGHT LED RETOFIT

THIS AGREEMENT is made and entered into this **19th** day of **October 2021**, by and between the City of South Lake Tahoe, a political subdivision of the State of California, herein designated “**City**”, and **HUNTINGTON BEACH ELECTRIC, INC.** herein designated as “**Contractor.**”

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

ARTICLE 1 — THE WORK

Contractor agrees to furnish all labor, tools, equipment, facilities, materials, transportation and services necessary to perform and complete, in a good and workmanlike manner, the **PEDESTRIAN LIGHT LED RETOFIT**, as required pursuant to the Contract Documents.

ARTICLE 2 — COMMENCEMENT AND COMPLETION

The Work to be performed under this Agreement shall commence at the time as specified in the Notice to Proceed, and the Contractor shall diligently undertake the performance of the obligations as set forth in the Contract Documents to achieve Final Completion of the Work on or before **December 31, 2021** (the “Contract Time”). ***No grading or excavation or other land disturbance will be allowed between October 15th and May 1st; all Work shall be performed after the issuance of the Notice to Proceed, and Final Completion achieved within the Contract Time as set forth in the Contract Documents.***

ARTICLE 3 — CONTRACT PRICE

The City agrees to pay, and the Contractor agrees to accept, in current funds for the performance of the Work pursuant to the Contract Documents, the Contract Sum for the completion of the Work in accordance with the Contract Documents as follows:

Item No.	Item Description	Qty.	Unit of Meas.	Unit Bid Price	Item Bid Total
1	Supply LED Bulb/Assembly US Hwy 50	150	EA	125.00	18,750.00
2	Supply LED Bulb/Assembly US Hwy 50 Stock	25	EA	125.00	3,125.00
3	Supply LED Bulb/Assembly Ski Run Blvd	50	EA	125.00	6,250.00
4	Freight – Delivered to Site	1	LS	2,000.00	2,000.00
5	Labor – Install LED Bulbs/Assemblies and all associated parts complete and in place. This line item shall include all work for the installation of the LED retrofit assemblies including all ancillary work required but not limited to: Traffic control, mechanical lifts/boom trucks, ladders, safety materials and equipment, signage, touch up paint and any other materials, equipment and labor necessary to perform a complete installation to the satisfaction of the Owner.	1	LS	30,000.00	30,000.00
6	Tax (materials)	1	LS	2,460.94	2,460.94
Total					62,585.94

TOTAL CONTRACT SUM \$62,585.94

For the Total Contract Sum of: **Sixty-Two Thousand Five Hundred Eighty-Five Dollars and Ninety-four Cents.**

The above Total Contract Sum includes all allowances, if any, provided for in the Contract Documents.

Compensation for Unit Price Items shall be based upon the unit prices stated in the above schedule multiplied by the actual quantities or units of work and materials performed or furnished. Unit prices paid by the City may change depending on actual quantities or units of work completed in accordance with the Contract Documents.

ARTICLE 4 — PREVAILING WAGES

Pursuant to the provisions of California Labor Code, Sections 1770 to 1780, inclusive thereof, the Contractor, and any subcontractor, of any tier, shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Contractor must comply with all applicable requirements of the California Labor Code, including, without limitation, all requirements set forth in Division 2, Part 7, Chapter 1. Attention of Bidder is specifically directed to the following sections of the California Labor Code: Prevailing Wage Requirements (§§ 1771.5 and 1776); Apprentices (§1777.5); Working Hours (§§ 1810 to 1815); Workers Compensation (§ 1860); and Protection of Workers in Trench Excavations (§§ 6705 and 6707). In accordance with Labor Code section 1771.5, that the Project is subject to monitoring and enforcement by the Department of Industrial Relations pursuant to 8 Cal. Code Reg. §§16450 through 16464, including the obligation to furnish certified payroll records directly to the Division of Labor Standards Enforcement's Compliance Monitoring Unit (CMU), using the CMU's electronic certified payroll reporting (eCPR) system.

Pursuant to the provisions of California Labor Code Section 1773.2, the Contractor is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the Work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the City's office. The Contractor agrees that not less than said prevailing rates shall be paid to workers employed on this public works contract as required by Labor Code Section 1774. These rate determinations are found on the State of California Department of Industrial Relations' website at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

ARTICLE 5 — CONTRACT DOCUMENTS

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

- (a) Bid Proposal(s) (Exhibit A);
- (b) Worker's Compensation Certification (Document 00435);
- (c) Business and Professions Code Statement (Document 00400)
- (d) Bidder's Statement of Financial Responsibility (Document 00450)
- (e) Payment Bond Form (Document 00610);
- (f) Performance Bond Form (Document 00620);
- (g) Permits from other agencies as may be required by law.
- (h) Warranty/Guarantee Form (Document 00635)
- (i) Acknowledgment of City Code (Document 00640)

Exhibits to this Agreement are enumerated as follows:

- Exhibit A: Proposal dated 7-16-21 11:14 A.M. (Electronic Submittal)
- Exhibit B: Insurance Certificates and Endorsements.

ARTICLE 6 — WORKERS' COMPENSATION

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

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

ARTICLE 7 — INDEMNITY AND INSURANCE

To the fullest extent permitted by law, including, without limitation, Civil Code section 2782, *et seq.*, and in strict accordance with the Contract Documents, Contractor shall defend, indemnify, and hold harmless the City, its officials, officers, City Council members, employees, agents, the Architect/Engineer, the Project Manager and the Project consultants, and their respective principals, officers and employees, and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever related to, arising out of, or in connection with, Contractor's operations to be performed under this Agreement.

Workers Compensation:

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

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

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

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

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

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

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

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

Commercial General Liability:

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

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

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

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

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

Additional Liability Insurance:

Contractor shall maintain automobile liability insurance covering bodily injury and property damage in an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit for each accident.

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

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

Conformity of Coverage:

If more than one policy is used to meet the required coverage, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all 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 Commercial General Liability policy shall be endorsed with the following specific language (or, alternatively, separate endorsements for each separate entity identified below):

1. “The City of South Lake Tahoe, their respective officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.”; and “The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage with respect to any insurance or self-insurance programs maintained by **HUNTINGTON BEACH ELECTRIC, INC.** and no insurance held or owned by the City of South Lake Tahoe, shall be called upon to contribute to a Contractor loss. Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased.”

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8 — NOTICES

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

Notices required to be given to City:

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

Notices required to be given to Contractor:

Eric Bridge
Huntington Beach Electric, Inc
17632 Metzler Lane – Suite 213
Huntington Beach, CA 92647-3143

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

ARTICLE 9 — MISCELLANEOUS

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

9.2 Assignment. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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

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

9.5 South Lake Tahoe City Code. Contractor acknowledges that all pertinent provisions within the South Lake Tahoe City Code, including, without limitation, Chapter 22, Article III ("Public Works Contracts") are incorporated by reference as though set forth in full herein, and, further, the failure of Contractor or any subcontractor, of any tier, to comply with any of its/their obligations under the Contract Documents, or the requirements of the South Lake Tahoe City Code, or any other applicable law, code, statute, or regulation, shall be deemed a material breach of the Agreement.

9.6 Third Party Beneficiary. In accordance with Chapter 22, Article 22-33.10 of the South Lake Tahoe City Code, Contractor expressly acknowledges the City's status as a third-party beneficiary solely with respect to the performance to be rendered under each subcontract, of any tier, upon the Project, and, as a result, Contractor acknowledges that City possesses, *inter alia*, the rights enumerated within the South Lake Tahoe City Code as to the enforcement of obligations under subcontracts of any tier.

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

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

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

CITY OF SOUTH LAKE TAHOE

Contractor: _____

By _____
Anush Nejad, Director of Public Works
City of South Lake Tahoe,
State of California

By _____

Title _____

Business License No. _____

ATTEST:

APPROVED AS TO FORM:

By _____
City Clerk
City of South Lake Tahoe

By _____
City Attorney
City of South Lake Tahoe

END OF DOCUMENT 00500

**CITY OF SOUTH LAKE TAHOE
ENGINEERING DEPARTMENT**

WORKER’S COMPENSATION CERTIFICATION

**DOCUMENT 00435 – CONTRACTOR’S WORKERS COMPENSATION
CERTIFICATION**

**PROJECT NAME: DEMOLITION OF SPRINMEYER FOUNTAIN BASIN AND THE
INSTALLATION OF LANDSCAPE AND MATERIALS**

PROJECT NO.: Bid No.: Negotiated - PWC 21-301_XXXXX_ CUPCCAA

Labor Code §3700:

“Every employer, except the State, and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers, duly authorized to write compensation insurance in the State.
- (b) By securing from the Director of Industrial Relations a certificate on consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.”

I am aware of the provisions of §3700 of the Labor Code that require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance. In accordance with the provisions of that code, I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

CONTRACTOR’S SIGNATURE:

Signature

Name

Title

(Labor Code §1861 requires that this Contractor certification must be signed and filed by the Contractor with the public agency prior to performing any Work.)

END OF DOCUMENT 00435

CITY OF SOUTH LAKE TAHOE
ENGINEERING DEPARTMENT

**BUSINESS AND PROFESSIONS CODE SECTIONS
7028.15 AND 7031 STATEMENT**

**DOCUMENT 00440 – BUSINESS AND PROFESSIONS CODE SECTIONS 7028.15 AND
7031 STATEMENT**

In accordance with the Business and Professions Code Sections 7028.15 and 7031, the Contractor hereby states under penalty of perjury that he/she is licensed in accordance with an act providing for the State of California registration of Contractors,

License No. _____, Classification(s) _____ / ____ / ____

Expiration Date _____

By my signature which is placed below on behalf of the named Bidder, I certify, under penalty of perjury under the laws of the State of California, that I am an authorized representative on behalf of Bidder (an officer, principal or owner of the Bidder), and that the foregoing statement is accurate, true and correct.

Date: _____

Bidder's Signature: _____

Bidder's Name and Title (Print): _____

END OF DOCUMENT 00440

**CITY OF SOUTH LAKE TAHOE
ENGINEERING DEPARTMENT
BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY,
TECHNICAL ABILITY AND EXPERIENCE**

**DOCUMENT 00450 – BIDDER’S STATEMENT OF FINANCIAL
RESPONSIBILITY, TECHNICAL ABILITY AND EXPERIENCE**

The undersigned submits below a statement of projects of a similar character to that included in the proposed contract which have been successfully performed, together with approximate costs of each project, and references which will enable the City Council to judge the Contractor's responsibility, experience, skill and business standing.

[Note: Use additional sheets if necessary.]

By my signature which is placed below on behalf of the named Bidder, I certify, under penalty of perjury under the laws of the State of California, that I am an authorized representative on behalf of Bidder (an officer, principal or owner of the Bidder), and that the foregoing statement is accurate, true and correct.

Date: _____ Bidder’s Signature: _____

Bidder’s Name and Title (Print): _____

END OF DOCUMENT 00450

**CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS**

PAYMENT BOND FORM

DOCUMENT 00610 - PAYMENT BOND FORM

WHEREAS, the City Council of the City of South Lake Tahoe, State of California, and **HUNTINGTON BEACH ELECTRIC, INC.** hereinafter designated as "Principal" have entered into an Agreement for the furnishing of all materials, labor, services and equipment necessary, convenient and proper to: **perform the services for Pedestrian Light LED Retrofit** pursuant to the said Agreement dated **October 19, 2021**, and all of the documents attached thereto and incorporated by reference, becoming a part of said Agreement, are hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required by California law, including, without limitation, Part 6 (commencing at §8000), Division 4 of the California Civil Code to furnish a Bond in connection with said Agreement.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City of South Lake Tahoe in the penal sum of: **Sixty-Two Thousand Five Hundred and Eighty-five Dollars and Ninety-four Cents (\$62,585.94)**, lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, its subcontractors, heirs, executors, administrators, successors or assigns shall fail to pay any of the persons named in §9100 of the California Civil Code, any amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, any prevailing wages due and penalties incurred pursuant to Sections 1774, 1775, 1813 and 1815 of the California Labor Code, any amounts required to be deducted or withheld from the wages of employees of the Principal and its subcontractors for payment to the United States Government and/or to the State Franchise Tax Board with respect to such work and labor, the Surety will pay for the same, in an amount not exceeding the total sum herein above specified, and also, in case suit is brought upon this Bond, a reasonable attorney's fee to be fixed by the court. This Bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code, so as to give the right of action to such persons or their assigns in any suit brought upon this Bond.

It is further stipulated and agreed that the Surety on this Bond shall not be exonerated or released from the obligation of this Bond by any change, extension of time for performance, addition, deletion, alteration, or modification in, to, or any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described or pertaining to or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement, or Bond, nor by any conditions precedent or

subsequent in the Bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the Bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the Bond, and that this Bond be construed most strongly against the Surety and in favor of all persons for whose benefit such Bond is given, and under no circumstances shall the Surety be released from its obligations hereunder by reason of any breach of contract between the City of South Lake Tahoe and said Principal or on the part of any obligee named in such Bond, but the sole conditions of recovery shall be that claimant is a person described in §9100 of the California Civil Code and has not been paid the full amount of its claim, and that Surety does hereby waive notice of any such change, extension of time, addition, deletion, alteration, or modification herein mentioned.

The Surety, by the execution of this Bond, represents and warrants that this Bond has also been duly executed by the Principal with proper authority, and the Surety hereby waives any defense which it might have by reason of any failure by the Principal to execute or properly execute this Bond.

IN WITNESS WHEREOF two identical counterparts of this instrument each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named on the ____ day of _____, 20__.

PRINCIPAL:

SURETY:

Signature

Signature

Name

Name

Title

Title

Address

Address

NOTE TO SURETY COMPANY:

The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

SURETY COMPANY ATTORNEY-IN-FACT

STATE OF CALIFORNIA)
COUNTY OF EL DORADO) ss.
)

On _____, before me, the undersigned, a Notary Public in and for the State, personally appeared _____, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known to me to be the person whose name is subscribed to such instrument as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL:

(SEAL)

Notary Public for the State of California.

Acknowledgement by Attorney-in-Fact must be attached.
Corporate seals of Principal and Surety must be attached.

END OF DOCUMENT 00610

**CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS**

PERFORMANCE BOND FORM

DOCUMENT 00620 - PERFORMANCE BOND FORM

WHEREAS, the City Council of the City of South Lake Tahoe, State of California, and **HUNTINGTON BEACH ELECTRIC, INC.** hereinafter designated as "Principal" have entered into an Agreement for the furnishing of all materials, labor, services and equipment necessary, convenient and proper to: **perform the services for Pedestrian Light LED Retrofit** as described in the contract specifications pursuant to the said Agreement dated **October 19, 2021**, and all of the documents attached thereto and incorporated by reference, becoming a part of said Agreement, are hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required according to the terms of said Agreement and applicable California State law, to furnish a Bond for the faithful Performance of said Agreement.

NOW, THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City of South Lake Tahoe in the penal sum of: **Sixty-Two Thousand Five Hundred and Eighty-five Dollars and Ninety-four Cents (\$62,585.94)**, lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, Principal's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions and agreements in the said Agreement and any alterations made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of South Lake Tahoe, its employees, council members and agents, as therein stipulated, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

If the City of South Lake Tahoe shall provide notice that it considers the Principal to be in default, Surety, upon receipt of such written notice, shall, within thirty (30) days, conduct any and all investigations that it deems necessary and appropriate to perform. Surety agrees to do so in order to be in a position to respond timely and efficiently, with the best interests of the overall completion of the Project as the primary goal, and without detriment to the Project or the City of South Lake Tahoe, should the City of South Lake Tahoe elect to exercise its right to terminate the Principal's right to proceed due to default.

If the City of South Lake Tahoe issues a written notice of termination for default, Surety shall, within fifteen (15) calendar days, tender a written program to City of South Lake Tahoe which

comprehensively details Surety's proposed completing contractor, its personnel and the manner in which the Surety will immediately honor its performance bond obligations. The time for completion of the Project shall not be extended as a result of the notice to the Surety, the election by City of South Lake Tahoe to terminate Principal's right to proceed for default, and/or the time it takes Surety to act as required hereunder.

Surety agrees that in responding to any such notice of default of its Principal, Surety shall not be entitled to tender as its completion contractor the Principal or any entity owned, controlled or affiliated with Principal. The response by Surety to City of South Lake Tahoe shall include whether the Surety intends to use the key project personnel of Principal as part of the staff of the Completing Contractor, and the consent by City of South Lake Tahoe of the right to use some, any or all of those proposed individuals shall be at the sole and absolute discretion of the City of South Lake Tahoe. No claim shall be made arising from the good faith exercise by City of South Lake Tahoe of the discretion denying any such request.

As a condition precedent to the satisfactory completion of the said Agreement, the above obligation shall hold good for the maximum period of time allowed by applicable law (including all statutes of limitation or repose) and commensurate with the obligations owed by the Principal to the City of South Lake Tahoe, during which time, if the Principal, Principal's heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the City of South Lake Tahoe from loss or damage made evident during said period, the above obligation shall be and remain in full force and effect.

The terms and conditions of the Agreement between the Principal and the City of South Lake Tahoe are expressly incorporated into this Performance Bond as though set forth in full.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or deletion to the terms of the said Agreement, or to the Work to be performed thereunder, shall in any way affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alteration, addition or deletion to the terms of the said Agreement or to the Work. And the said Surety, for value received, hereby stipulates and agrees to waive the benefits of California Civil Code Sections 2819 and 2845.

In the event suit is brought upon this Bond by the City of South Lake Tahoe and judgment is recovered, Surety shall pay all costs incurred by the City of South Lake Tahoe in such suit, including a reasonable attorney's fee to be fixed by the court in accordance with applicable statutory law.

The Surety, by the execution of this Bond, represents and warrants that this Bond has also been duly executed by the Principal with proper authority, and the Surety hereby waives any defense which it might have by reason of any failure by the Principal to execute or properly execute this Bond.

IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named on the ____ day of _____, 20__.

PRINCIPAL:

Signature

Name

Title

Address

SURETY:

Signature

Name

Title

Address

**CITY OF SOUTH LAKE TAHOE
ENGINEERING DEPARTMENT**

WARRANTY/GUARANTEE FORM

DOCUMENT 00635 - WARRANTY/GUARANTEE FORM

In accordance with the Contract Documents, including without limitation, Section 6.2 of the Special Provisions, Contractor must sign and submit to City the following Guarantee in the form shown below:

Huntington Beach Electric, Inc. Hereby unconditionally Guarantees that the project commonly known as **PEDESTRIAN LIGHT LED RETROFIT** [the “Work”] has been completed in accordance with the requirements of the Contract Documents and further Guarantees the Work to be free of defects in workmanship, equipment and materials and to remain free of such defects for a period of one (1) year from the date of acceptance of the Work by the City Council of the City of Lake Tahoe, or through its designee, unless a longer/shorter period(s) is called for by the Contract Documents. The Contractor hereby agrees to repair or replace any and all components of the Work, together with any adjacent work that may have been damaged or displaced in so doing, that may *prove* to be not in accordance with the requirements of the Contract Documents or that may be defective in its workmanship or materials within the period specified, without any expense whatsoever to City, ordinary wear and tear and unusual abuse and neglect excepted. The Contractor has provided Contract Bonds that will remain in full force and effect during the Guarantee period.

The Contractor further agrees that within three (3) calendar days after being notified in writing of any Work not in accordance with the requirements of the Contract Documents or any defects in the Work, it will commence and prosecute with due diligence all work necessary to fulfill the terms of this Guarantee, and to complete the Work within a reasonable period of time. In the event Contractor fails to so comply, Contractor does hereby authorize City to proceed to have such Work done at the Contractor's expense and Contractor will pay the cost thereof upon demand. City will be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

Notwithstanding the foregoing paragraph, in the event of an Emergency constituting an immediate hazard to the public health or safety or the health or safety of City's employees, City may undertake at the Contractor's expense without prior notice, all work necessary to correct such hazardous condition when it was caused by the Work of the Contractor not being in accordance with the requirements of the Contract Documents, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The Guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing City's rights to enforce all terms of the Contract Documents referenced hereinabove or the time for enforcement thereof. This Guarantee is provided in addition to, and not in lieu of, City's rights on such Contract.

In accordance with the Special Provisions of the Contract Documents for the Project, Contractor shall timely procure and submit to the City a Maintenance/Warranty Bond(s), issued by an admitted surety acceptable to the City, to secure all maintenance and warranty obligations as may be required under the Contract Documents. Said Maintenance/Warranty Bond(s) shall be in an amount and form as required by, and as acceptable to, the City.

The one-year Warranty/Guarantee period set forth herein does not in any way limit or waive the City's rights to pursue legal action for latent construction defects, in accordance with California Code of Civil Procedure §337.15, nor for patent construction defects in accordance with California Code of Civil Procedure §337.1.

By executing this document, below, Bidder certifies that it has reviewed the content of the Warranty/Guarantee Form, and that it will execute and issue the foregoing Warranty/Guarantee Form as a condition to the acceptance of the Work in accordance with the Contract Documents, including without limitation, Section 6.2 of the Special Provisions.

CONTRACTOR'S SIGNATURE:

Signature

Name

Title

Date

END OF DOCUMENT 00635

**CITY OF SOUTH LAKE TAHOE
ENGINEERING DEPARTMENT**

ACKNOWLEDGMENT OF CITY CODE

DOCUMENT 00640 – ACKNOWLEDGMENT OF CITY CODE

Contractor has reviewed all aspects of the South Lake Tahoe City Code which may be applicable to the Project, and, in particular, Chapter III, Article 22 (“Public Works Contracts”) of the South Lake Tahoe City Code.

By my signature which is placed below on behalf of the named Bidder, I certify, under penalty of perjury under the laws of the State of California, that I have reviewed the South Lake Tahoe City Code, and that Bidder will comply with all aspects of the South Lake Tahoe City Code as may be applicable to the Project.

Date: _____ Bidder’s Signature: _____

Bidder’s Name and Title (Print): _____

END OF DOCUMENT 00640

EXHIBIT A

COST PROPOSAL

HUNTINGTON BEACH ELECTRIC, INC.

Bid Results

Bidder Details

Vendor Name Huntington Beach Electric Inc
Address 17632 METZLER LANE SUITE 213 KING OF LED
Huntington Beach, California 92647-3143
United States
Respondee ERIC BRIDGE
Respondee Title president
Phone 714-264-9522
Email ERIC@DONTPANICBRO.COM
Vendor Type
License #

Bid Detail

Bid Format Electronic
Submitted 07/16/2021 11:14 AM (PDT)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 261039

Respondee Comment

Buyer Comment

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Misc.							\$21,875.00		
1	HWY 50		LED Bulb/Assembly	EA	150	\$125.00	\$18,750.00	Yes	
2			LED Bulb/Assembly	EA	25	\$125.00	\$3,125.00	Yes	
Ski Run Boulevard Segment							\$6,250.00		
3			LED Bulb/Assembly	EA	50	\$125.00	\$6,250.00	Yes	
Misc.							\$34,460.94		
4			Freight - Delivered to Site	LS	1	\$2,000.00	\$2,000.00	Yes	
5			Labor - Complete and In Place	LS	1	\$30,000.00	\$30,000.00	Yes	
6			Tax - El Dorado County - 8.75%	LS	1	\$2,460.94	\$2,460.94	Yes	

Line Item Subtotals

Section Title	Line Total
Misc.	\$21,875.00
Ski Run Boulevard Segment	\$6,250.00
Misc.	\$34,460.94
Grand Total	\$62,585.94

EXHIBIT B

INSURANCE CERTIFICATES

HUNTINGTON BEACH ELECTRIC, INC.

Resolution 2021-XXX

Adopted by the City of South Lake Tahoe
City Council

October 19, 2021

Appropriation of Funds for Pedestrian Lighting LED Retrofit

BACKGROUND

- A. The City of South Lake Tahoe has designated the retrofit of certain pedestrian light fixtures to LED bulb assemblies a viable and desired project.
- B. The Department of Public Works has solicited contractors for supply and installation of LED assemblies for the project.
- C. Upon evaluation of proposals, the Department of Public Works recommends the award of a public works contract in the amount of \$62,585.94 to Huntington Beach Electric, Inc. of Huntington Beach, CA .
- D. An existing capital project account and budget does not exist for the work.

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

- 1. Establishes Capital Improvement Account (301) for this project; and
- 2. Transfers \$25,000 from existing capital fund 30160072 into new project account; and
- 3. Transfers \$43,843.94 from Undesignated General Fund Reserves (36300) into the project account to fund the project including a 10% project contingency.

36300	Undesignated General Fund Reserves	(-) \$43,843.94
30160072	Springmeyer Fountain Renovation	(-) \$25,000
301XXXX-48030	Engineering Study/Design	(+) \$68,843.94

Adopted by the City of South Lake Tahoe City Council on October 19, 2021 by the following vote:

Yes:

No:

Absent:

Abstain:

Date: _____

Tamara Wallace, Mayor

Attest:

Susan Blankenship, City Clerk

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

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: October 19, 2021

Agenda Item #: 7.



Agenda Item: Contract with Jeff Katz Architecture for Architectural and Engineering Design Services for Renovations of Fire Station 3

Executive Summary: The Fire Station 3 Crew Quarters Renovation Project is a staff driven project in which the department desires to create an existing facility renovation that meets the current needs of staff and strives to be sustainable, architecturally relevant to the surroundings, include current technology infrastructure, be easily accessible, multi-functional, and environmentally responsible. The agreement contemplated herein is the planning, design and permitting of renovations to the existing fire station crew quarters, kitchen, offices, restroom/showers, equipment bay, common areas, exterior, and roof. General scope of work shall include but not be limited to; existing facility assessment, code analysis, ADA analysis, architectural, electrical, mechanical, and plumbing drawings and specifications, engineering calculations, and documents and tasks related to permitting and delivery of bid documents.

Requested Action / Suggested Motions: Pass a Resolution appropriating budget in the amount of \$121,000 from the City's Undesignated General Fund Reserves and Pass a Motion authorizing and directing the Mayor to execute a Professional Services Agreement for architectural and engineering design services for the proposed Fire Station 3 renovations to Jeff Katz Architecture of Santa Rosa, CA in the amount of \$171,000.

Responsible Staff Member: Jim Marino, Capital Improvements Manager

Responsible Staff Member: Jim Marino, Capital Improvements Manager (530) 542-6027

Reviewed and Approved By:

Susan Blankenship, City Clerk

Olga Tikhomirova, Director of Finance

Heather Stroud, City Attorney

Attachments:

[01-Staff Report-A&E Services Agreement JK Architecture.docx](#)

[02-Project Participation Report.pdf](#)

[03-Professional Services Agreement - JK Architecture](#)

[04-Resolution-Fire_Station_3_Renovation_Design_Services.docx](#)



City of South Lake Tahoe

Report to City Council

Meeting Date: October 19, 2021

Title: Architectural and Engineering Design Services for Renovations of Fire Station 3

Location: 2101 Lake Tahoe Boulevard

Responsible Staff Member: Jim Marino, Capital Improvements Manager (530) 542-6027.

Background: The existing City of South Lake Tahoe Fire Station III is a two story 5,000 +- GSF facility built in 1966. The facility is primarily a concrete, stone, and wood framed structure housing crew sleeping quarters, kitchen, restroom, common area, office areas, vehicle bays, equipment storage and mechanical rooms/closets. Other than minor renovations in the 1980's, the facility has not been improved significantly since original construction and is inadequate for the current use and future needs and demands of the City's fire department. Staff recommends renovation of this facility to the satisfaction of fire department staff.

The agreement contemplated herein is the planning, design and permitting of renovations to the existing fire station crew quarters, kitchen, offices, restroom/showers, equipment bay, common areas, exterior, and roof. General scope of work shall include but not be limited to; existing facility assessment, code analysis, ADA analysis, architectural, electrical, mechanical, and plumbing drawings and specifications, engineering calculations, and documents and tasks related to permitting and delivery of bid documents. Attachment 03 provides the scope in detail.

The Fire Station III Crew Quarters Renovation Project is a staff driven project in which the department desires to create an existing facility renovation that meets the current needs of staff and strives to be sustainable, architecturally relevant to the surroundings, include current technology infrastructure, be easily accessible, multi-functional, and environmentally responsible. As such, the City Council approved a preliminary \$50,000 budget for architectural and engineering design service at the FY 20-21 mid-year budget process.

Issue and Discussion: On May 3, 2021, the Department of Public Works publicly released a Request for Qualifications (RFQ) from architectural and engineering firms qualified to perform the services.

Four hundred and ninety-nine (499) firms were notified electronically of the RFQ, and nine (9) builders exchange sites were also notified. Fifty-three (53) prospective proposers downloaded the documents (Attachment 02).

Electronic submittals were received by the Department of Public Works on June 4, 2021. The department received two (2) Statements of Qualifications (SOQ). *Table A* below lists the firms who submitted qualifications.

	Firm	Location
1	CALPO HOM & DONG Architects	Sacramento, CA
2	Jeff Katz Architecture	Santa Rosa, CA

Table A – Firms submitting Statement of Qualifications

Submittals received were distributed to the five (5) members of the City's evaluation team. The evaluation team consistent of two (2) members of the Fire Department, two members of the Public Works Department, and one (1) member of the Finance Department. Each one of the team members evaluated, then numerically scored each proposal based on criteria set forth in the RFQ. The scores of all evaluators were then added to achieve a cumulative score for each submittal then averaged to obtain the consultant ranking.

Table B below lists the ranking.

Rank	Firm	Score
1	Jeff Katz Architecture	73.40
2	CALPO HOM & DONG Architects	72.00

Table B – Ranking resulting from Statement of Qualifications review

Typical of a two-step RFQ process; once a consultant firm has been selected based on qualification, staff then enters cost negotiations with consultant based on a detailed scope of work. On August 5, 2021, Public Works staff received a detailed cost proposal for the work from Jeff Katz Architecture (JK).

Upon review of the cost proposal (attachment 03_Appendix A) and subsequent discussion and negotiation, staff has determined JK effectively understands the scope of work required to provide the architectural and engineering design services for the project as currently specified by the City. Staff recommends the City appropriate the necessary funds and enter into a Professional Services Agreement (PSA) as defined in attachment 03 with JK in the amount of \$171,000.

Table C details the cost breakdown by Major Task.

Task (Jeff Katz Architecture)		Cost
1	Program Verification and Space Needs	\$22,000
2	Schematic Design Phase	\$31,000
3	Design Development Phase	\$36,000
4	Construction Document Phase	\$78,000
5	Reimbursable Expenses	\$1,000
6	Bidding Phase	\$3,000
Total		\$171,000

Table C – Design Services Cost Breakdown by Major Task – JK

Additionally, if awarded, the PSA will be amended to include a Construction Administration Phase scope of work in the amount of \$40,000 if/when the project enters the construction phase.

Financial Implications: As of this report, the available balance of the project fund 301-60071 for use towards this agreement is \$50,000 creating a shortfall of \$121,000. To award this agreement, Staff is recommending an additional budget appropriation of \$121,000 from the City's undesignated general fund reserves.

Table D below provides fund transfer details.

From (Fund)	Amount	Transfer to:
36300	\$121,000	301-60071-48010
Total		\$121,000.00

Table D – Fund transfer detail

Environmental Considerations: Award of this agreement is statutorily exempt from review under CEQA under CEQA Guidelines section 15262 (planning and feasibility studies).

Policy Implications: There are no policy implications regarding this item.

City of South Lake Tahoe							
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Issued on 05/03/2021							
Bid Due on June 04, 2021 2:00 PM (PDT)							
Vendor Name	Notified	Prospective Bidder	Downloaded Files	Bidder	Bid Amount	Ranking	
292 Design Group	X						
3QC, Inc.	X						
4LEAF, Inc.	X						
4LEAF, Inc.	X						
A Level Above	X						
AEC Moreno Corporation	X						
AECOM	X						
AECOM Technical Services	X						
AECOM Technical Services Inc.	X	X	X				
AMEC	X						
AMEC EARTH & ENVIRONMENTAL, INC	X						
AMEC Geomatrix, Inc.	X						
ANOVA Nexas Architects	X						
APSI Construction Management	X						
ARCADIS U.S., Inc.	X						
ARCADIS US, Inc.	X						
ASM Affiliates, Inc.	X						
AVANT ACOUSTICS	X						
AVS Engineers	X						
Advance Design Consultants	X						
Advanced Software Design, Inc	X						
Aetypic	X						
Agilis Group Inc	X						
Aguirre Project Resources LLC	X						
Ahtna Design Build, Inc.	X						
Allana Buick & Bers, Inc.	X						
Alta Planning + Design	X						
Ambient Energy	X	X	X				
Ameresco, Inc.	X						
American Engineering Laboratories, INC.	X						
Andregg Geomatics	X						
Applied Pavement Technology, Inc.	X						
Arch-Pac, Inc.	X						
Architectural Resources Group	X						
Architekton Inc	X						
Archterra MacRae Architects	X						
Ardinger Consultants & Associates	X						
Armstrong Consultants, Inc.	X						
Arquitectonica	X						
Arrington Watkins Architects	X						
Arup North America Ltd.	X						
Asakura Robinson Company	X						
Ascent Environmental	X						
Association Reserves	X						
Auerbach Engineering Corp.	X						
Auerbach Engineering Corporation	X						
Avalex Inc.	X						
BAR Architects	X						
BAUER Architects	X						
BCA Architects	X						
BCV Architecture + Interiors, Inc.	X						
BJG Architecture + Engineering	X						
BKF Engineers	X						
BKF Engineers	X						
BMS Design Group	X						
BSA Architects	X						
Bajada Geosciences, Inc.	X						
Balance Hydrologics	X						
Balance Hydrologics	X						
Barcelon & Jang Architecture	X						
Barker Rinker Seacat Architecture	X						
Baumgartner+Uriu	X						
Beals Alliance	X						
Bennett Engineering Services Inc	X						
BergerABAM	X						
Beyaz & Patel, Inc.	X						
Bid America		X	X				
Biggs Cardosa Associates, Inc	X						
Bigam Consulting LLC	X						
Black Eagle Consulting	X						

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Black Eagle Consulting, Inc.	X					
Blackburn Consulting	X					
Blankinship & Associates, Inc.	X					
Blankinship & Associates, Inc.	X					
Bohlin Cywinski Jackson	X					
Borrego Solar Systems, Inc.	X					
Borrelli And Associates, Inc.	X					
Brett T Long Landscape Architecture	X					
Brian Shinault Architect P.C.	X					
Brown Reynolds Watford Architects	X	X	X			
Brown and Caldwell	X					
Budlong & Associates, Inc.	X					
Buehler	X					
Bureau Veritas Technical Assessments LLC	X					
Burks Toma Architects, Inc.	X					
BuroHappold Engineering	X					
C&S Companies	X					
C&S Engineers, Inc.	X					
C&S Engineers, Inc.	X					
CA+SA studio	X					
CALPAA	X					
CALPO HOM & DONG ARCHITECTS, INC.		X	X	X		2
CAW Architects, Inc.	X					
CDM Smith Inc.	X					
CDM Smith, INC	X					
CH2M HILL, INC	X					
CHA Consulting, Inc.	X					
CHD International	X					
CIN	X					
CJL Engineering	X					
CPM Partners	X					
CSDA Design Group	X					
CSG Consultants, Inc.	X					
CSHQA, Inc.	X					
CSI Telecommunications, Inc.	X					
CYS Structural Engineers, Inc.	X					
Cal Signal Corp	X					
Callander Associates	X					
Calvada Surveying, Inc.	X					
Capo Project Group LLC	X					
Cardno, Inc.	X					
Civil Design & Engineering, Inc.	X					
Coastland Civil Engineering	X					
Comstock Johnson Architects, Inc.	X					
ConstructConnect		X	X			
Construction Bidboard, Inc.		X	X			
Corestone Engineering, Inc.	X					
Cornerstone Structural Engineering Group, Inc.	X					
Crawford & Associates	X					
Crosby Group	X	X	X			
Cullen Sherry Associates, Inc.	X					
Cunningham Engineering	X					
DC Engineering, Inc.	X					
DCM Group	X					
DIALOG Design LP	X					
DMullis Insurance		X	X			
D_Space Corporation	X					
Dahlin Group Architecture Planning	X					
Dale Cox Architects	X					
Daniel C. Smith and Associates, Inc	X					
David Goldman Environmental Architecture	X					
Dean F. Unger, AIA, Inc.	X					
Del Richardson & Associates Inc.	X					
Delawie	X	X	X			
Design Workshop Inc.	X	X	X			
Development One Inc.	X					
Dewberry Architects Inc.	X	X	X			
Dinter Engineering Company	X					
Dinter Engineering Company	X					
Distributed Solar Development, LLC	X					
Diversified Consulting Services	X					
Dodge Data & Analytics		X	X			

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Dokken Engineering	X					
Domenichelli and Associates, Inc.	X					
Douglas Fredrikson Architects, Inc.	X					
Dudek	X					
Dyer Engineering Consultants, Inc.	X					
ECORP Consulting, Inc.	X					
EDesignC	X	X	X			
EFT Architects, Inc.	X					
EHDD Architecture	X					
ELS Architecture and Urban Design	X					
EMSL Analytical, Inc.	X					
Eastern Sierra Engineering	X					
EI Dorado Builders Exchange	X					
Elite Transportation Group, Inc.	X					
Envirobidnet.com an Entram Corp.	X	X	X			
Extant Acoustical Consulting LLC	X					
FTF Engineering	X					
Faith Group, LLC	X					
Federal Engineering, Inc.	X					
Fehr & Peers	X					
Fehr & Peers	X					
Fentress Architects	X					
FirstCarbon Solutions	X					
Fischer Consultants	X					
Fletcher Studio	X					
Folwell Studios	X					
Foothill Associates	X					
Forell/Elsesser Engineers	X					
Form4 Architecture	X					
Frame Architecture, Inc	X					
Frederick Fisher and Partners	X					
Freedman Tung + Sasaki	X					
G2 Integrated Solutions	X					
GC Environmental	X					
GEI Consultants, Inc.	X					
GHD Inc	X					
GML Architects - LLC	X					
Gabbart and Woods	X					
Gabor and Allen, Inc.	X					
Galen CM INC	X					
Ganddini Group, Inc.	X					
Garcia Engineering	X					
Gensler	X					
Geo-Advantec, Inc.	X					
Geo-Engineering ahnd Exploration	X					
Geocon Consultants, Inc	X					
Geosyntec Consultants	X					
Gierlich-Mitchell, Inc.	X					
Glass Architects	X	X	X			
Glenn A. Rick Engineering and Developmen	X					
Glumac	X					
Golder Associates Inc.	X					
Gould Evans, Inc.	X					
Gray & Associates Consulting Engineers	X					
Gray Associates	X					
Greywolf Process Solutions	X					
Groundworks Office	X					
Group 4 Architecture, Research + Planning	X					
H & Y Architects	X					
H&A Architects and Engineers	X					
H2O Urban Solutions	X					
HMC Architects	X					
HMMH	X					
HOK Group Inc	X					
HR&A Advisors, Inc.	X					
HY Architects	X					
Harley Ellis Devereaux	X					
Harris & Associates, Inc.	X					
Harrison Engineering Inc.	X					
Hastings+Chivetta Architects, Inc	X					
Hazard Management Services, Inc.	X	X	X			
Helios Resources, Ltd	X					

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Holdrege and Kull	X					
Hornberger+Worstell	X					
Horrocks Engineers, Inc.	X					
IBI Group, a California Partnership	X					
ICF INTERNATIONAL	X					
IMEG	X					
IMS	X					
IMS	X	X	X			
INDIGO / Hammond & Playle Architects, L		X	X			
InSite Land Surveys, Inc.	X					
Ineco	X					
Integral Group	X					
Integrated Marketing Systems	X					
InterVISTAS Consulting Inc.	X					
Interactive Resources	X					
Interwest Consulting Group	X					
JBB Consultants & Engineers Inc. (CANADA)	X					
JENSEN DESIGN & SURVEY, INC.	X					
JENSEN HUGHES, Inc.	X					
JK Architecture Engineering	X	X	X			
JRCA Architects	X					
JTC Consulting, LLC	X					
JUB Engineers, Inc.	X					
Jacobs	X					
Jay Kniep Land Planning	X					
Jeff Katz Architecture	X					
Jeff Katz Architecture	X	X	X	X		1
Jeffrey A Lundahl Architect Ltd.	X	X	X			
John A. Martin & Associates, Inc.	X	X	X			
John Friedman Alice Kimm Architects	X					
John Kaliski Architects	X					
John Rowden Consulting	X					
Johnson Fain	X					
Jon David Cicchetti Landscape Architects	X					
Jones & Madhavan	X					
Joseph Ward Architecture, Inc.	X					
Jviation, Inc.	X					
KASL Consulting Engineers	X					
KPFF Inc.	X					
KPFF, Inc.	X					
KTU&A	X					
Kazarians & Associates, Inc.	X					
Keithly Barber Associates	X	X	X			
Kelly Architecture & Planning	X					
Kerman Morris Architects LLP	X	X	X			
Kevin Daly Architects	X					
Kimley-Horn and Associates	X					
Kitchell	X	X	X			
Kittelson & Associates, Inc.	X					
Kjeldsen, Sinnock & Neudeck, Inc.	X					
Kleinfelder	X					
Knit	X					
Kuth Ranieri Architects	X	X	X			
LDA Architects Inc.	X					
LDA Partners, Inc.	X					
LEE & RO, Inc	X					
LEE & RO, Inc.	X					
LPA, Inc.	X	X	X			
LSC Transportation Consultants, Inc.	X					
Laser Technology, Inc	X					
Lean Technology Corporation	X					
Lechowicz & Tseng Municipal Consultants	X					
Licata Hansen Associates Architecture	X					
Linchpin Structural Engineering	X					
Lionakis	X	X	X			
Lumos & Associates	X					
Lumos & Associates	X					
Lumos & Associates, Inc.	X					
Lumos & Associates, Inc.	X					
Lumos & Associates, Inc.	X					
MARKETLINK	X					
MBH Architects	X					

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MDR Architects	X					
ME Engineers, Inc.	X					
MGE Engineering, Inc.	X					
MR Engineering Consultant	X					
MRO Engineers, Inc.	X					
MSA Engineering Consultants	X					
Manhard Consulting, Ltd.	X					
Mark Allione architect	X					
Mark Thomas & Company, Inc.	X					
Marshall Toomey Design Inc.	X					
Marvin E. Davis & Associates, Inc.	X					
Matrix Design Group	X					
Matthew C. Boyer & Associates	X					
Mead & Hunt, inc.	X					
Melendrez	X					
Melton Design Group	X					
Melton Design Group, Inc.	X	X	X			
Merrill Morris Partners	X					
Metropolitan Research and Economics	X					
Meyer Surveying	X					
Michael Baker International, Inc.	X					
Michael Heacock Architects, Inc.	X					
Mike Robinson, LLC	X					
Miller Planning Associates	X					
Mithun	X					
Miyamoto International	X	X	X			
Moffatt & Nichol	X					
Mogavero Notestine Associates	X					
Monarch Architecture	X	X	X			
Montalba Architects, Inc.	X					
Mosaic Associates LLC	X					
Mountain West Consortium	X					
NBA Engineering Inc	X	X	X			
NCE	X					
NORR Associates Architects Engineers Planners	X					
NORR Associates Inc.	X					
NOVA Geotechnical & Inspection Services Northern Nevada LLC	X					
NTD Architecture	X					
Nacht & Lewis		X	X			
Nelson-Rudie & Associates, Inc.	X					
Nelson\Nygard Consulting Associates Inc	X					
NetXperts	X					
New Economics & Advisory, LLC	X					
Next Stage Engineering	X					
Nichols Consulting Engineers	X	X	X			
Noll & Tam Architects	X					
Nolte Associates, Inc.	X					
Northwest Hydraulic Consultants	X					
O'Dell Engineering	X					
OCMI INC	X					
Ohlson Lavoie Corporation	X					
Open Spatial Americas Incorporated	X					
Osborn General Engineering & Construction	X					
Overland, Pacific & Cutler	X					
PBK-WLC	X	X	X			
PBK-WLC Architects	X	X	X			
PBS Engineers, Inc	X					
POGGEMEYER DESIGN GROUP	X					
PSA CONSTRUCTORS, INC.	X					
PZSE Inc	X	X	X			
Pacific Advanced Civil Engineering, Inc.	X					
Pacific Municipal Consultants	X					
Page Southerland Page	X					
Paleo Solutions, Inc.	X					
Panache Engineering Inc.	X					
Paragon Partners Ltd.	X					
Parsons Brinckerhoff	X					
Perkins Eastman	X					
Perkins and Will	X					
Peters Engineering	X					
Peterson Structural Engineers	X					
Placer County Builders Exchange		X	X			

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Populous Group LLC	X					
Populous, Inc.	X					
Porter Engineering Inc.	X					
Prime Vendor inc		X	X			
Public Restroom Company	X					
Q1stCM	X					
QUESTA	X					
Quincy Engineering	X					
Quincy Engineering, Inc.	X					
R O Anderson Engineering	X					
R.E.Y. Engineers, Inc.	X					
R.O. Anderson Engineering, Inc.	X					
RDH Building Science Inc.	X					
RHAA Landscape Architects	X					
RIJA Inc	X					
RJR Engineering Group	X					
RO Anderson Engineering	X					
ROMA Design Group	X					
RRM Design Group	X					
Raimi + Associates	X					
Raymundo Engineering Co., Inc.	X					
ReGreen, Inc.	X					
Reliable Supply, Inc.		X	X			
Republica Engineering	X					
Resource Concepts	X					
Restoration Design Group, LLC	X					
Rios Clementi Hale Studios	X					
RoTo Architects, Inc.	X					
Robert A. Fielden, Inc.	X					
Rooney Associates	X					
Ross & Baruzzini, Inc.	X					
Roth IAMS Ltd	X					
Rowley International - Aquatic Design, Engineering & Consulting	X					
S Y Lee Associates, Inc.	X					
SEED Group, Inc.	X					
SPF:architects	X					
STRATAap	X	X	X			
STV Construction, Inc.	X					
SWA Group	X					
SWABACK pllc	X					
SZS Engineering Access Inc	X					
SafirRosetti, A Guidepost Solutions Company	X					
Salaber Associates, Inc.	X					
Schaaf & Wheeler	X					
Schmidt Design Group, Inc.	X	X	X			
Scott Thorne Environmental Consulting Inc	X					
SevenOutsource		X	X			
Shannon & Wilson, Inc.	X					
Shaw Engineering	X					
Sherwood Design Engineers	X					
Siegel & Strain Architects	X					
Sierra Contractors Source		X	X			
Sierra West Consultants	X					
SierraCon, Inc.	X					
Simply Social	X					
Simpson Gumpertz & Heger	X					
Stafford King Wiese Architects	X					
Stanka Consulting, LTD	X					
Stantec - Irvine	X					
Stantec Architecture Inc.	X	X	X			
Stantec Consulting Services Inc.	X					
Stantec Consulting Services Inc.	X					
Staten Solar Corporation	X					
Stayner Properties, Inc.	X					
Stearns, Conrad & Schmidt, Consulting Engineers, Inc.	X					
Steven Grover & Associates	X					
Stormwater CA Ltd	X					
Strategic Economics	X					
Studio Brasa	X					
Sugarpine Engineering	X					
Summit Engineering	X					
Synchronis	X					

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Syska Hennessy Group, Inc.	X				
T J K M	X				
TBE Group, Inc. d/b/a Cardno TBE	X				
TEN OVER STUDIO	X	X	X		
TMAD TAYLOR & GAINES	X				
TMG Consulting	X				
TRC	X				
TRC Engineers	X				
TRC Engineers, Inc.	X				
TSK	X	X	X		
TSK Architects		X	X		
Tahim and Associates, APC	X				
Tahoe Lighting Concepts Inc	X				
Tallac Applied Ecology and Design	X				
Tanaka Design Group	X				
Taylor Engineering	X				
Telesto Nevada Inc	X				
Terracon	X				
Terracon Consultants, Inc.	X				
The Blue Book		X	X		
The Cadmus Group, Inc.	X				
Thornton Tomasetti	X				
Thornton Tomasetti	X				
Thornton Tomasetti, Inc.	X				
Tieslau Civil Engineering, Inc.	X				
Toole Design Group, LLC	X				
Traffic Research and Analysis, Inc.	X				
TransCore	X				
Twining, Inc.	X	X	X		
Two Rivers Architects Inc.	X				
UGE-ECS, Inc.	X				
UNICO Engineering	X				
UNVC	X				
URS Corporation	X				
URS Corporation	X				
USGraphics.com	X				
Unico Engineering	X				
Universal Corrosion Services, LLC	X				
Urban Planning Partners	X				
Urbana Preservation & Planning, LLC	X				
VBFA, LLC	X				
VCBO Architecture	X				
VRPA Technologies, Inc.	X				
Van Woert Bigotti architects	X				
Vanir Construction Management, Inc.	X				
Veneklasen Associates, Inc.	X				
Vertech	X				
Vigen Incorporated	X				
WEST Consultants, Inc.	X				
WGI, Inc	X				
WHPacific, Inc	X				
WRA	X				
WRECO	X				
WRECO	X				
WRNS Studio	X				
WSP Parsons Brinckerhoff	X				
Walker Parking Consultants/Engineers, Inc	X				
Walter P Moore	X				
Ward-Young Architects, a California Corp	X				
Water Design, Inc.	X				
Watry Design, Inc.	X				
Wells Barnett Associates, LLC	X				
West Yost Associates	X				
Wildscape Engineering Inc.	X				
Wildscape Engineering Services	X				
Willdan	X				
Williams + Paddon Architects + Planners	X				
Wood Environment & Infrastructure Solutions, Inc.	X				
Wood Rodgers, Inc.	X				
Y&C Transportation Consultants, Inc.	X				
YEI Engineers, Inc.	X				
Yao Engineering, Inc.	X				

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Yorke Engineering, LLC	X					
Yost Grube Hall Architecture	X					
Youngdahl Consulting Group	X					
Yung Jo Ryoo	X					
ZFA Structural Engineers	X	X	X			
Ziegler Civil Engineering	X					
cbec eco engineering	X					
counsilman hunsaker	X					
dig designitGREEN LLC	X					
hjhghghjy		X	X			
jc brennan& associates, Inc.	X					
northwest hydraulic consultants	X					
tammy edmonds DESIGN, INC.	X					
TOTALS	499	53	53	2		

**CITY OF SOUTH LAKE TAHOE
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of the **Nineteenth** day of **October 2021** by and between the **City of South Lake Tahoe**, a municipal corporation (“City”) and **Jeff Katz Architecture** (“Consultant”).

RECITALS

- A. Consultant is specially trained, experienced, and competent to perform the special services which will be required by this Agreement.
- B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, “Scope of Services and Compensation Schedule,”** attached hereto and incorporated herein by reference, outlines the fees, schedule and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue for approximately 18 months.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit A** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed **\$171,000** without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without prior written authorization from City.
6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation, or expiration.

7. Ownership of Documents.
All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees

and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, and such records shall be available at Consultant's address indicated from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained at City offices. Access to such records and documents

shall be granted to any party authorized by Consultant,
Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors, or subcontractors hired or retained by Consultant are employees, agents, contractors, or subcontractors of Consultant and not of the City.

City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Contract and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

10. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation, or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,

- b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation, or counsel. [FPPC Reg. 18700(a)(2)].

- 11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
- 12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances, and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations, and codes of federal, state, and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

- 13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.
- 14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all

costs and expenses in connection therein), arising out of Consultant's performance of this Agreement or caused in any way by Consultant's negligence or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out of Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with the performance of work under this Agreement, and consultant's work under this Agreement.

15. Insurance Requirements.

- a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.
 - i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City

at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for City.

- ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

- b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:
- i. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.
 - ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.
 - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.
 - iv. The insurer waives all rights of subrogation against City except for Consultant's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees, or agents.
 - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents, or volunteers.
 - vi. No policies of insurance carried by Consultant shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City Attorney by Certified Mail.
- c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies.

permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

18. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.
20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.
21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment,

upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

23. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free work place by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).
 - b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation, and employee assistance program; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - c. Provide, as required by Government Code Section 8355(c), that every employee who performs grant activities under this Agreement:
 - i. Will receive a copy of the Consultant's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

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

24. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in **Exhibit B**. Further, Consultant shall require that the

language of the certification in **Exhibit B** be included in all contracts or subcontracts entered into in connection with this Agreement and that all Consultants and contractors shall certify and disclose accordingly.

25. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
26. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et. seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.
27. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
28. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
29. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
31. Time is of the Essence. Time is of the essence for this Agreement.
32. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

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

CITY OF SOUTH LAKE TAHOE:

CONSULTANT:

By _____
Tamara Wallace, Mayor

By _____
Jeff Katz, Owner

Date _____

Date _____

Business License # _____

APPROVED AS TO FORM:

By _____
City Attorney

Date _____

ATTEST:

By _____
City Clerk

Date _____

Attachments:

Exhibit A – Scope of Services

Exhibit B - Anti-Lobbying Certification

EXHIBIT A

SCOPE OF SERVICES, SCHEDULE, COMPENSATION



August 5, 2021

Jim Marino
Capital Improvements Project Manager
City of South Lake Tahoe Department of Public Works
1740 D Street
South Lake Tahoe, CA 96150

RE: Architectural Services – South Lake Tahoe Fire Station III

Dear Mr Marino,

I am pleased that the City has selected our firm to work with you on the proposed renovations to the existing station III project. In accordance with your request, the RFP and my follow up questions about the project, I am pleased to offer this proposal for the design and construction support services for the proposed project. This proposal is based on the scope of services that we believe is necessary to successfully complete this project. If there are scope items that are not included, or that are not necessary, we would be pleased to adjust the scope and fee to meet your needs.

The scope of the project includes modification to crew quarters, kitchen, offices, restroom/showers, and common areas of approximately 2,400 square feet of the existing two story station. The department desires to create an existing facility renovation that meets the current needs of staff and strives to be; sustainable, architecturally relevant to the surroundings, include current technology infrastructure, be easily accessible, multi-functional, and environmentally responsible. This may include removal of wall at rear of apparatus bay if feasible.

As part of the interior renovations required, upgrades to existing electrical and mechanical/plumbing systems will be required. The proposed scope does not include upgrading the station to Essential Service Requirements and assumes that the existing utilities serving the project now are sufficient to support the proposed addition (sewer, water, electric). Site work will be limited to the area of the improvements, as well as work required to locate a new generator and fuel tank (and associated utilities). Landscape architectural design are not included at this time.

Compliance with City of South Lake Tahoe Design Guidelines and Standards ("Design Guidelines"), City of South Lake Tahoe's Front End Specifications ("Project Specifications"), and Owner's I.T. Standards is required on this Project. In addition, the design shall comply with design guidelines established by the Tahoe Regional Planning Agency ("Regional Design Standards").

200 E Street, Santa Rosa, CA 95404
www.jeffkatzarchitecture.com

It should be noted that the proposed \$500,000 budget for the project is not anticipated to be adequate to address the proposed scope of improvements given the current bidding climate. As part of the Schematic Design effort it will be important for the City and the design team to work collaboratively to determine if the budget will be increased or the scope reduced to align both.

Additionally, there may be additional improvements required by the City as code upgrades for accessibility or other items that we are not yet aware of. It is my intention to meet with the Building Official once we develop a schematic design, to review these issues, and if the City, in their review of the plans for permit issuance, determines that additional work will be required an additional proposal can be provided at that time to incorporate those items of work.

We are proposing to offer the following scope of services:

PROGRAM VERIFICATION AND SPACE NEEDS ASSESMENT PHASE

1. Meet with Project Team (including the fire station design committee) to discuss budget, program and design issues. The intent is to develop a detailed design program and space needs assessment for current and future needs.
2. Perform detailed site assessments of existing building systems for architectural, structural, mechanical, electrical and plumbing including a comprehensive review of the existing facility and all previous modifications and/or renovations, reports, site history, space utilization, and consider existing spaces and layout with focus on future needs of the Department.
3. Meet with City Building and Planning Department to review all requirements including design review, accessibility issues and approval process. It is assumed that no Discretionary Design Review will be required.

SCHEMATIC DESIGN PHASE

1. Develop Preliminary Building Floor Plans and Building Elevations for the fire station addition and interior remodel.
2. Provide at a minimum the following items:

- a. Architectural: Interior and exterior renderings, architectural plans, building sections, preliminary building systems, documents as required for preliminary permitting review, preliminary building code review, preliminary furnishings and fixtures list, outline specifications of equipment. Include an assessment of adding an elevator to access the second floor.
 - b. Civil/Site: Preliminary walkway and access plans, impervious area coverage calculations, impacts analysis of existing assets to be relocated/moved or reconstructed due to project.
 - c. Structural Design: Preliminary design, code information and descriptions.
 - d. Mechanical and Plumbing: HVAC and Plumbing descriptions, base mechanical and plumbing design, calculations for sewer and water, systems plans & diagrams.
 - e. Electrical Design: Electrical description, calculations, plan diagram and schematics, preliminary lighting plan and fixture types, low voltage, IT, and Audio/Video descriptions.
 - f. Energy Modeling: Determine use intensity goal, perform energy analysis, provide several model options, prepare energy recommendations report.
3. Coordinate with Owner systems requirements for existing or new equipment to be incorporated.
 4. Prepare preliminary material and equipment selections for review.
 5. Develop preliminary Cost Estimates based upon building systems. The estimates prepared at this phase will be generally square foot cost estimates for the various building components, and will include a design development contingency (to allow for potential increases as the design is refined further in the later stages of the project).
 6. Make required submissions to District for Schematic review and approval. Drawings required for this submittal would include:
 - a. Site Plan
 - b. Schematic Floor Plan
 - c. Schematic Building Elevations
 - d. Color and Material Sample Boards
 - e. A colored rendering of the facility
 7. Make required presentations to City to review proposed design.

8. Make required modifications to Schematic Design to obtain Schematic Design approval.
9. After obtaining written approval of Schematic Design we will proceed into Construction Documents.
10. Attend progress meetings with City staff (assume 1 in person and 1 virtual meeting for this phase).

DESIGN DEVELOPMENT PHASE

1. Refine design of Floor Plans, Building Elevations and Site Plan.
2. Develop structural foundation and framing plans.
3. Develop building mechanical, plumbing and electrical plans.
4. Coordinate with Owner systems for phone/data/cable requirements.
5. Prepare preliminary Interior Elevations, Building Sections, Reflected Ceiling Plan and Roof Plan.
6. Prepare preliminary interior material and color boards for review and selection.
7. Develop Preliminary fixture and furniture layouts for modified spaces. A detailed FFE package is not a part of the current scope of services
8. Prepare Storm Water Prevention Plan in accordance with City requirements.
9. Develop preliminary line item Construction Cost Estimate based on actual building components. This estimate will be more detailed than the systems estimate prepared during schematic design.
10. Make required submittal to the City for Design Development Review.
11. Meet with City and Fire Staff and others as required to present Design Development Plans and get comments on presented design. For the Design Development Phase we have included 1 in person and 1 virtual team coordination meetings.

12. After obtaining written approval of the information presented in the Design Development drawings, we will proceed into Construction Documents.
13. Attend progress meetings with City staff (assume 1 in person and 1 virtual meeting for this phase).

CONSTRUCTION DOCUMENTS PHASE

1. Prepare drawings and specifications suitable for bidding to clearly delineate the Contractor's scope of work, including required civil, architectural, structural, mechanical, plumbing and electrical design. Landscape Architectural design is not included. It is assumed for this proposal that the City will provide all required General and Supplementary Conditions and Bidding Information. Submittals will be made at 60% and 100% and will include plans, specifications and cost estimate.
2. Submit plans to City Building Department for Building permit plan check, and perform all required revisions to construction documents based on Building Department's plan check comments (Note: plan check and permit fees are not included).
3. Meet with City as required to review final design and construction documents (assume 1 meeting for this phase).

Although not requested as part of the RFP, the following services are recommended to be included but can be authorized at a later date.

BIDDING PHASE

1. Provide final original drawings and specifications (and electronic copies) for use in bid packages. For this proposal it is assumed that the City will advertise and distribute bid packages. We are happy to assist with this effort as well.
2. Interpret and clarify contract documents for contractors, and assist in issuing addenda as required.
3. Attend a Pre-Bid walkthru at the site with all interested contractors.

4. Participate in bid opening, review contractor's detailed cost breakdown, and assist the City in evaluation of the bids.

CONSTRUCTION ADMINISTRATION PHASE

Construction contract administration services are based on an assumed Seven month construction period, from Authorization to Proceed through Punch list Inspection. The following services will be provided:

1. Attend Pre-Construction conference.
2. Review and approve or take other appropriate action upon Contractor's submittals and shop drawings as required by contract documents.
3. Interpret contract documents (including all sub-consultant disciplines) for proper execution and progress of construction, including responding to contractor's requests for information and clarification, and issuing ASI's (Architect's Supplemental Instructions).
4. Make one scheduled site visit every other week during the course of construction (total of 14) to observe the project, and prepare site visit report (meeting minutes). Site visit shall include meeting with contractor and District representative to review progress of construction, review pending RFI and Change Order information, and observe the construction to verify work is proceeding in accordance with construction documents.
5. Make one additional site visit to perform Punchlist Inspection, and one additional visit to perform Final Inspection. Punchlist Inspection will include a detailed listing of all items remaining to be completed by the Contractor. Final Inspection will certify that all work has been completed in accordance with construction documents.
6. Assist City in review of contractor's initial and progress schedules and Schedule of Values.
7. Assist in reviewing and processing contractor's progress payment requests, and certifying the amounts due to the contractor.

ADDITIONAL SERVICES TO BE PROVIDED ON AN HOURLY BASIS

The following items are not included in the current Basic Services, and will be provided as additional services only after written authorization is received. Unless a subsequent fixed fee proposal is provided, the work will be done on an hourly basis per the Hourly Rates.

Additional Services not included in our basic scope of work include:

1. Landscape Architecture design Services.
2. Modifications to existing building interior spaces other than as noted for upgrades or code compliance.
3. Upgrades to existing building electrical service and coordination with PGE.
4. Revisions to Preliminary Design or Contract Documents resulting from Owner requested changes to documents previously approved by the Owner, or due to code or zoning changes made subsequent to Owner approval, such as direction from the City Building Official).
5. Services required because of significant changes in the project (not due to the design team's acts or omissions) including, but not limited to, size, quality, complexity, schedule, or the method for bidding and contracting for construction.
6. Processing change requests for Owner requested changes, and for unforeseen site conditions, after bid, including revisions to Contract Documents, processing approval of revisions through the Building Department, and Change Order negotiation.
7. Providing services in conjunction with evaluating substitutions proposed by the Contractor, and making subsequent revisions to Contract Documents resulting from such.
8. Providing services made necessary by the default of the Contractor, by major deficiencies in the work of the Contractor, or by failure of performance of either the Owner or the Contractor under the Contract for Construction.

9. Providing services in conjunction with arbitration proceedings or legal proceedings, except where the Architect is a party to such proceedings.
10. Providing "Special Inspection" services required by law or the Contract Documents.
11. Preparation of drawings for work beyond the project boundary (site and immediate street frontage).
12. Services in conjunction with any required discretionary approvals.
13. Preparation of Boundary Surveys, ALTA Surveys, Title Reports, Deeds, construction staking or other documents in conjunction with the project site.
14. Storm Water and SWPPP: Area of disturbance will be less than one acre and a SWPPP is not required. Permanent storm water quality elements are not required.
15. A Geotechnical Report is required with foundation and seismic design parameters if foundations are added or altered. The City has indicated a geotechnical report will not be provided and is not anticipated to be needed. Therefore, foundation system addition or justification is not included at this time.
16. A full seismic evaluation and/or code/performance upgrade is not included at this time. A voluntary seismic upgrade may be included based on assessment results
17. Providing Phase One Environmental services for Soils, Asbestos or Lead survey and remediation.
18. Traffic Engineering Services.
19. Topographic Surveys.
20. Commissioning or Enhanced Commissioning Services.
21. Preparation of documentation to process the project through the US Green Building Council as a LEED project.

22. Design of photo-voltaic electrical generation systems or solar hot water systems.
23. Plan check fees, permit fees, and permit processing (if paid by the consultant) will be a reimbursable expense, charged at 1.1 times the Consultant's cost.
24. All delivery, printing and reproduction costs will be a reimbursable expense, charged at 1.1 times the Consultant's cost.

We propose to provide the stated basic services for a fixed fee of One Hundred and Sixty Eight Thousand Dollars (\$168,000.00). Reimbursables will be submitted as accrued; we have estimated an amount of One Thousand Dollars (\$1,000.00).

Program Verification And Space Needs	\$ 22,000.00
Schematic Design Phase	\$ 31,000.00
Design Development Phase	\$ 36,000.00
Construction Documents Phase	\$ 78,000.00
Reimbursable Expenses	\$ 1,000.00
<hr/>	
Total	\$168,000.00
Additional Optional Services	
Bidding Phase	\$ 3,000.00
Construction Administration Phase	\$ 40,000.00

Invoices will be submitted monthly, in a format acceptable to the City, for the percentage of work completed during the month, on any particular phase.

As you probably know, definition of construction cost is always an issue on projects. I have included as Exhibit 'B' a further description of responsibility with respect to the budget and construction cost for this project. The definitions listed are from the AIA Document B141, Owner/Architect Agreement. Although we may not be using the AIA document for our contract, these definitions are useful to understanding what the design team and the Owner's responsibilities are and should be a part of the final contract for the project. Prior to our starting work on this project I will need from you a clearer definition of what the actual "hard dollar" construction budget is expected to be. As part of our Schematic Design services, we will then prepare preliminary estimates, and a report indicating what we expect the project cost will be to include all the requested program elements.

South Lake Tahoe Fire Station III Renovation
August 5, 2021
Page 10

At that time we will work with you to adjust the project scope or modify the budget to fit.

Presently our firm maintains General Liability and Errors and Omissions Insurance with nationally recognized insurers. We carry a \$1,000,000 limit for our General Liability and auto, and a \$2,000,000 limit for our Professional E&O insurance.

We appreciate the opportunity to present this proposal. I am available to meet with you at any time to review and discuss the proposed scope of services and fee proposal. We are excited about the opportunity to work with you on this project. If you have any questions regarding this scope of work please do not hesitate to contact me at (619) 504-0984.

Respectfully,



Jeff Katz, AIA
Principal

200 E Street, Santa Rosa, CA 95404
www.jeffkatzarchitecture.com

Exhibit "A"

HOURLY RATE SCHEDULE

The following rates apply to work performed on an hourly basis.

Principal Architect	\$ 250.00 per hour
Senior Project Manager	\$ 220.00 per hour
Project Manager	\$ 190.00 per hour
QC Manager	\$ 190.00 per hour
Job Captain	\$ 150.00 per hour
Specification Writer	\$ 190.00 per hour
Construction Administrator	\$ 185.00 per hour
Drafter	\$ 125.00 per hour
Secretarial	\$ 90.00 per hour
Structural Engineer	\$ 200.00 per hour
Civil Engineer	\$ 200.00 per hour
Mechanical Engineer	\$ 200.00 per hour
Electrical Engineer	\$ 200.00 per hour
Landscape Architect	\$ 190.00 per hour

Reimbursable Expenses will be charged at 1.1 times the direct cost.

Note: These rates will remain in effect until December 31, 2021, at which time they may be adjusted as a result of salary reviews

Exhibit "B"

CLARIFICATION OF RESPONSIBILITIES

The following articles are restated from AIA Document B141, Owner/Architect Agreement:

2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner.

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize re-bidding or renegotiating of the Project within a reasonable time;
- .3 if the Project is abandoned, terminate in accordance with Paragraph 8.3; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling,

removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.9 The Architect shall have the right to include representation of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project

EXHIBIT B

ANTI-LOBBYING CERTIFICATION

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

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

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant:
Name, Title

By: _____

Resolution 2021-XXX

Adopted by the City of South Lake Tahoe
City Council

October 19, 2021

Appropriation of Funds for Architectural and Engineering Design Services for the Renovation of Fire Station III

BACKGROUND

- A. The City of South Lake Tahoe has designated the renovations of Fire Station III a viable and desired project.
- B. The Department of Public Works has solicited for architectural and engineering design services for the project.
- C. Upon evaluation of proposals, the Department of Public Works recommends the award of a professional services agreement in the amount of \$171,000 to Jeff Katz Architecture of Santa Rosa, CA.
- D. The existing project budget (30160071) is insufficient in the amount of \$121,000 to award the agreement.

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

- 1. Transfer \$121,000 of Undesignated General Fund Reserves into the project account to resolve the architecture and engineering design shortfall.

36300	Undesignated General Fund Reserves	(-) \$121,000
30160071-48010	Engineering Study/Design	(+) \$121,000

- 2. Award Professional Services Agreement for architectural and engineering design services for the proposed Fire Station 3 renovations to Jeff Katz Architecture of Santa Rosa, CA in the amount of \$171,000.

Adopted by the City of South Lake Tahoe City Council on October 19, 2021 by the following vote:

Yes:

No:

Absent:

Abstain:

Date:_____

Tamara Wallace, Mayor

Attest:

Susan Blankenship, City Clerk

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

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: October 19, 2021

Agenda Item #: 8.



Agenda Item: Professional Services Agreements for On-Call Plan Review Services with 4LEAF, Inc., BPR Consulting Group, Interwest Consulting Group, Jay Kniep Land Planning, and Wells Barnett Associates, LLC

Executive Summary: The Development Services Department has historically utilized professional plan review consulting services to support workload fluctuations in building permit application plan review on an as-needed basis to meet our customer service standards for timely processing and review of permit applications. Staff is requesting to enter into Professional Services Agreements (PSA) with selected consultants to address the anticipated plan review demand. This expense is expected to correlate to an increase in permit fee revenues and the expenses would only be incurred if the need for these services materializes.

Requested Action / Suggested Motions: Pass a Motion to authorize and direct the City Manager to execute Professional Service Agreements with 4LEAF, Inc., BPR Consulting Group, Interwest Consulting Group, Jay Kniep Land Planning, and Wells Barnett Associates, LLC for a total of \$172,000.

Responsible Staff Member: John James, Building Official

Responsible Staff Member: John James, Building Official (530) 542-6015

Reviewed and Approved By:

Susan Blankenship, City Clerk

Olga Tikhomirova, Director of Finance

Heather Stroud, City Attorney

Attachments:

[01-Staff Report - On-Call Plan Review Services.docx](#)

[02 - RFP Consulting Review Services](#)

[03 - Interwest Standard Purchase Agreement](#)

[04 - 4LEAF INC Standard Purchase Agreement](#)

[05 - BPR Standard Purchase Agreement](#)

[06 JayKniep STANDARD PURCHASE AGREEMENT 20210929.pdf](#)

[07 - WBA Standard Purchase Agreement](#)



City of South Lake Tahoe

Report to City Council

Meeting Date: October 19, 2021

Title: Award Professional Services Agreement On-Call Plan Review Services, Multiple Sources

Location: Citywide

Responsible Staff Member: John James, Building Official (530) 542-6015

Background: City Council adoption of the 2021-2022 budget on August 17, 2021, affording Development Services with means to continue utilizing professional plan review consulting services that support workload fluctuations in the areas of the building permit application and plan review.

Issue and Discussion: A Request for Proposals was released on July 21, 2021, with proposals due on August 16, 2021. Proposals were received from the following consulting firms: 4LEAF, Inc., BPR Consulting Group, West Coast Code Consultants, Inc., Interwest Consulting Group, Jay Kniep Land Planning, Shums Coda Associates, Inc., Bureau Veritas North America, and Wells Barnett Associates, LLC

A selection committee comprised of city staff panelists reviewed and scored the submittals on the criteria outlined below. Panelists group was composed of; Housing Program Manager Lydia Zuniga, Permit Technician Michelle Schoonveld, and Permit Technician Gennavie Bronczyk.

- Cover Letter - 5 points
- Executive Summary - 10 points
- Company History, Background, and Experience - 20 points
- Scope of Work/Implementation – 20 points
- Description of the Fees Itemized – 20 points
- Supporting Data of Service Capability – 20 points

Scores of the three panelists were combined and averaged as illustrated in the table below:

Building and Fire Code Plan Review Services	
Consultant	Averaged Score
Interwest Consulting Group	96.66
4LEAF, Inc.	95.33
BPR Consulting Group	95.00
Bureau Veritas North America	93.00
West Coast Code Consultants, Inc.	92.66
Shum’s Coda Associates, Inc.	80.33
Tahoe Regional Planning Agency Plan Review Services	
Consultant	Averaged Score
Jay Kniep Land Planning	92.00
Wells Barnett Associates, LLC	90.33

After the review process it was determined that a combination of the best firms to assist the City with the Plan Review Services is recommended. There are times when the volume of building permit plan checks or the need for special expertise necessitates the use of a multiple firms. Attached are the draft Professional Services Agreements.

Staff is requesting City Council approval for the following Professional Services Agreements:

- Interwest Consulting Group, for Building and Fire Code plan check services with a start date of November 10, 2021, with an amount not to exceed \$50,000 one year term to November 10, 2022
- 4LEAF, Inc. for Building and Fire Code plan check services with a start date of November 10, 2021, with an amount not to exceed \$50,000 one year term to November 10, 2022
- BPR Consulting Group, for Building and Fire Code plan check services with a start date of November 10, 2021, with an amount not to exceed \$12,000 one year term to November 10, 2022
- Jay Kniep Land Planning, for Tahoe Regional Planning Agency plan check services with a start date of November 10, 2021 with an amount not to exceed \$50,000 one year term to November 10, 2022
- Wells Barnett Associates for Tahoe Regional Planning Agency plan check services with a start date of November 10, 2021 with an amount not to exceed \$10,000 one year term to November 10, 2022

Financial Implications: The budgeted amount for third party plan review contract services approved in the fiscal year 2021-22 budget is \$ 172,000.00. The expenses to support the Professional Services Agreements for On-Call Plan Review Services are fully covered by building permit and TRPA application fees.

Environmental Considerations: Approval of the Professional Services Agreement amendment is not considered a project by the California Environmental Quality Act (CEQA), because it does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(2) and 15378(b)(4) and is, therefore, not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3).

Policy Implications: None.

REQUEST FOR PROPOSALS

CONSULTING SERVICES FOR ON-CALL PLAN REVIEW AND FIELD INSPECTION SERVICES



RFP # 2021-07-23

SUMMARY

The City of South Lake Tahoe is requesting proposals to identify and contract with one or more consultants equipped with proper credentials, experience, insurance, and expertise in performing plan review, permit processing, and inspections to help complement our culture of exceeding customer's expectations. To be a successful partner the consultant(s) must be responsive and all work must be performed within pre-determined time schedules as outlined in this document.

Proposals are due on or before **08/16/2021 no later than 12:00 p.m.** (Pacific Standard Time) at City offices (Development Services 1052 Tata Lane, South Lake Tahoe, CA 96150). Proposals received after the deadline will not be accepted. Proposals must be submitted electronically through the planet Bids management system. Hardcopy, faxed and electronic mailed (e-mail) submissions will not be accepted.

Read this RFP document carefully as the award will be given to the highest scoring Proposer or Proposers responding to this RFP. The City of South Lake Tahoe reserves the right to accept or reject any or all proposals or to make no award at all, to extend the period for accepting proposals, to advertise the RFP at any time, and to waive any minor irregularities in any proposals.

In the opinion of the City of South Lake Tahoe, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, please use the Q&A feature that is found within Planet Bids, where the RFP is posted.

Please note that no information given will be binding upon the City unless such information is issued in writing as an official addendum to this RFP.

TIMELINE OF CRITICAL DATES

Release of RFP	07/21/2021
Deadline for Question Submittal via Planet Bids	08/09/2021
RFP submittals DUE	08/16/2021
Selection Committee Review Period/Interviews	08/17/2021-09/03/2021
Award Date	09/21/2021

SUBMITTAL PROCEDURES

1. Register with the City

All Proposers **must** complete a “Vendor Information Sheet” to be entered in the City of South Lake Tahoe Vendor Database, which is **required to submit a proposal**. Proposers will be notified by the City of any addenda that may be issued to this Request for Proposal (RFP). Proposers must register in the City’s Vendor Database to be notified of such addenda

To register, go to: <https://pbsystem.planetbids.com/portal/14997/portal-home> and follow the instructions applicable to Proposer. Following submission, Proposer will receive a confirmation message within 24 hours from the City. Proposers are *solely responsible* for maintaining up to date and accurate information in the Vendor Database.

2. Number of Copies

The Proposer must submit a complete proposal as a .pdf file through the PlanetBids electronic bid portal. **Proposals not received by the date and time specified in this RFP will be rejected.** Documents submitted in response to this RFP will become the property of the City of South Lake Tahoe and will be regarded as public record under California Public Records Act under Government Code 6250 et seq., and subject to review or release to the public, **excluding** financial records marked “confidential”.

3. Format

Font, Type and Style: All proposals shall be professionally prepared (no handwritten proposals will be accepted). Documents submitted must be in .pdf format with 8.5” X 11” page size for all narrative. Figures, graphs and tables may be included in 11” X 17” page size if necessary for readability when printed. There are no requirements on font size, type or style requirements.

4. Submittal Deadline

Response to this RFP is due on or before **August 16, 2021 no later than 12:00 p.m.** (Pacific Standard Time). Responses received after the deadline will not be accepted; there are no exceptions. Fax and Electronic mailed (e-mail) submission will not be accepted.

5. Selection Process

A Selection Committee consisting of City Staff will evaluate the submitted proposals. Proposer(s) will be objectively evaluated based on their responses to the project scope outlined in this RFP. The written proposal should clearly demonstrate how the Proposer could best satisfy the requirements of the City. The Selection Committee will utilize the Evaluation Method and Criteria described on page 9 of this RFP to rate and rank each proposal.

If more information is needed following a review of the Proposals, the Selection Committee *may* invite one or more of the Proposers to a Selection Interview. Upon completion of interviews, (if needed) a recommendation by the Selection Committee to the City Manager/City Council will be made at that time and awarded in accordance with the City of South Lake Tahoe Procurement Policies & Procedures.

The City of South Lake Tahoe reserves the right to accept or reject any or all proposals or to make no award at all, to extend the period for accepting proposals, to advertise the RFP at any time and to waive any minor irregularities in any proposal.

6. Professional Services Agreement

The Professional Services Agreement with the selected Proposer(s) will begin within 30 days of award of contract. The selected Proposer(s) will be required to sign the City's Standard Professional Services Agreement. A sample of this Agreement is attached hereto, and the City reserves the right to amend or edit this Agreement however it sees fit.

7. Reservations

- a) The City reserves the right to reject any and all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel this Request for Proposal, in whole or in part, or decide to award a contract to perform only some of the services outlined in this Request For Proposal, without liability, obligation, or commitment to any party, firm, or organization.
- b) In addition, the City reserves the right to request and obtain additional information from any Proposer and to negotiate the final scope of services with the selected Proposer(s). The City is not liable for any costs incurred by Proposers prior to issuance of an agreement, contract or purchase order. Costs of developing the proposals, oral presentations or any other such expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the City of South Lake Tahoe.
- c) Only the City Council of South Lake Tahoe, or the City Manager after being duly authorized by the City Council, may execute the Agreement with the successful Proposer(s). Further, it is understood that respondents must independently evaluate the information in this RFP and that the City makes no guarantee of data accuracy.
- d) The City reserves the right to waive or permit cure of minor informalities and/or insignificant mistakes such as matters of form rather than substance and to conduct discussions and negotiations with any *qualified respondent* in any manner deemed necessary by the City to serve its best interests. The City also reserves the right, based on its sole judgment and discretion, to award a contract based upon the written proposals it receives without conducting discussions, interviews or negotiations.
- e) If, in the opinion of the City, a proposal contains false or misleading statements or references, it may be rejected without notice to Proposer.
- f) The City reserves the right to obtain written clarification of any point in a Proposer's proposal or to obtain additional information necessary to properly evaluate a particular

proposal. Failure of a Proposer to respond to such a request for additional information or clarification may result in rejection of the proposal.

- g) The City reserves the right, without qualification, to select a Proposer for further discussions based solely on the content of the RFPs and relevant information obtained from others concerning the respondent's respective records of past performance.
- h) Proposer agrees that any response submitted to this RFP will remain current and valid for a period of not less than 120 calendar days from the proposal due date.

8. Local Business Preference (applies to RFP's over \$50,000 only)

- a) The City shall apply a five percent discount to all local businesses which submit proposals for services for The City of South Lake Tahoe. The City shall evaluate the local businesses' proposals as though the proposal had been submitted at a cost of five percent lower than the cost submitted.
- b) Local Business shall mean a business which maintains its principle place of business in fixed office within the City of South Lake Tahoe and possesses a current South Lake Tahoe business license. To establish a principal place of business in South Lake Tahoe, a business must demonstrate the majority of its principals are based in the South Lake Tahoe office, and that it pays South Lake Tahoe payroll taxes on at least 51 percent of its total payroll.

INTRODUCTION

1. Background

The purpose of this RFP is to obtain proposals for consultants that can assist with City development services with an emphasis on Plan Review Services for the City of South Lake Tahoe. The Development Services Department intends to review most projects in-house; however, with the Lake Tahoe basin's short building season, the City regularly experiences large spikes in plan review and permit submittals along with an influx of construction activity during the spring and summer months. During these increases in workload, we rely on assistance from consulting firms. Our performance standards require an initial review of plans for all projects to be completed within ten (10) working days and resubmitted plans or rechecks are performed within five (5) working days.

2. Objective

The City seeks professional services from consultants with the appropriate customer service, dedication to building relationships, credentials, experience, insurance, and expertise in performing plan review, permit processing, and inspections to provide on-call, or as-needed

services. Partnering with consultants that are equipped with extensive knowledge and implementation of the adopted codes including but not limited to: the 2019 editions of the California Building, Residential, Fire, Electrical, Mechanical, Plumbing, Energy and Green Codes; the Swimming Pool and Hot Tub Code; the International Property Maintenance Code; National Fire Protection Agency (NFPA) standards and the City of South Lake Tahoe amendments, Title 6 of the Municipal Code, and the Tahoe Regional Planning Agency Code of Ordinances. We intend to use the selected consultant(s) to review plans on behalf of the City. The consultant(s) must be responsive, and all work must be performed within pre-determined time schedules as outlined later in this document.

SCOPE OF SERVICE

3. Scope of Work to be Performed

Plan Review Services General Scope of Work

Consultant(s) to provide Plan Review Services in "full" (bundle) or in "part"(segments) and Temporary Staffing Services as defined below.

Plan Review Bundle "Full" indicates the consultant(s) will complete structural and non-structural (cross-reference with applicable civil, trade specialty prints for code related items) plan reviews including deferred submittals for compliance with all applicable codes

Partial Plan Review "Segment" indicates review of only one specified segment of plans including but not limited to: structural, civil, fire, etc. The maximum fee shall be based upon a fee mutually agreed upon by the City and the consultant(s).

Temporary Staffing Services such as: Building Officials, Plan Examiners, Inspectors, Permit Technicians, Fire Inspectors, etc. In the event additional staffing needs occur, the maximum fee shall be based upon a fee schedule mutually agreed upon by the City and the consultant(s).

Plan Review Performance Expectations

Consultant(s) to provide the plan review comments and/or redline documents to expedite clearing discrepancies and approvals of each project for the percentage of fee proposed. It is important that plan reviews do not go past three (3) reviews. Approval by the City is required for any plan review that necessitates more than (3) reviews and any additional charges are proposed, in addition to the amount agreed to in the Professional Service Agreement.

Consultant(s) must not recommend approval to the City until all code compliance issues are either redlined or formally resolved to the best of consultant's knowledge and all permit issuance requirements of the City Building Division are satisfied.

Consultant(s) response time to return a list of comments to the City and/or approval notification to the City for all plan review projects from the day of authorization by the City is a maximum ten (10) business days on the first review and maximum five (5) business days on subsequent reviews. All plan check comments are subject to approval by the City and must be completed within twenty-four 24 hours after quality assurance review by the City. In the event the review is completed and returned to the City delinquent one (1) to five (5) days in excess of the due date, a 10% reduction in cost to the City shall be provided. If the review is completed and returned to the City delinquent six (6) to ten (10) days in excess of the due date, a 20% reduction in cost to the City shall be provided. If the response time exceeds ten (10) days in excess of the due date, the plan review shall be completed at no cost to the City. The response time for more complex projects as determined by the City may be negotiable by the consultant, but must be agreed upon with Building Official in writing prior to commencing the work.

Consultant(s) services shall be performed at the consultant office(s) unless space is available and reserved for a limited duration within the City office.

Consultant(s) shall assign personnel who are professionally qualified by both experience and certifications to perform commercial and/or residential construction document plan reviews.

Consultant(s) shall designate a minimum of two (2) specified contacts who will be responsible for all communications with the City to ensure no disruptions occur during vacancies of the assigned primary contact.

Consultant(s) shall furnish their assigned personnel with all necessary materials, resources and training to conduct plan check, including a current copy of applicable City amendments, policies, procedures and forms.

Consultant(s) and plan review staff shall be available for teleconferences at the request of the City.

Consultant(s) shall acknowledge within one business day upon each notification that a plan check is authorized.

Consultant(s) shall be equipped to perform digital plan review of plans and supporting documents. In the event paper submittals are submitted, the consultant shall either pick up all documents to be reviewed from the City of South Lake Tahoe Development Services Department located at 1052 Tata Lane South Lake Tahoe, California 96150 or provide prepaid shipping means at the consultant's expense.

Consultant(s) shall have the ability to send and receive all documents associated with digital reviews.

Consultant(s) shall conduct each plan check in a timely manner and within time-frame guidelines established by the City. Upon completion of each plan review iteration, the consultant shall email drafts for Building Official review and quality assurance approval. Upon completion of the plan review where approval of the documents is recommended, the consultant shall provide one complete (stamped or watermarked) digital file or paper sets of all final review documents annotated as approved to the City of South Lake Tahoe Development Services Department.

Consultant(s) shall provide Plan review comment letters completed in the format provided by the City.

Consultant(s) shall conduct and coordinate all communications with the City's representative(s). Additionally, the consultant shall not contact the applicant directly unless directed to do so by the City. Consultant(s) shall not contact the applicant when plans are approved as the City will notify the applicant when the permit is ready to issue.

Consultant(s) understand that code interpretations are subject to final review and approval by the City Building Official. Consultant(s) shall agree that all plan review comments are subject to review and editing by the City.

Consultant(s) shall be available within one business day to respond to questions from the City that may be generated during field inspection for each authorized plan check that is subsequently issued a permit for construction.

Consultant(s) shall communicate data to the City necessary for Certificate of Occupancy for each project review as outlined in CBC 111.1. on a form provided by the City.

Consultant(s) shall be familiar with, and enforce appropriately, the City's adopted codes and checklists available online at <http://www.cityofslt.us/index.aspx?NID=129> and amendments available online at <http://www.codepublishing.com/CA/SouthLakeTahoe/#!/SouthLakeTahoe06/SouthLakeTahoe06.html>

Consultant(s) shall communicate data to reflect the turnaround times and tracking of all reviews and how many submittals were required to get approval in which they are involved with at the request of the City.

PROPOSAL CONTENT REQUIREMENTS

4. Proposal Requirements - All proposals must include the following information and shall be organized as described below.

A. Cover Letter (0-5 points)

The cover letter shall be addressed to the Building Official and at a minimum, must contain the following:

- Identification of consultant, including name, address and telephone number.
- Name, title, address and telephone number of contact person during period of proposal evaluation.
- A statement to the effect that the proposal shall remain valid for a period of not less than 120 calendar days from date of submittal.
- Signed by person authorized to bind the Firm to the terms of the proposal.

B. Executive Summary (10 points)

The intent of this narrative is to demonstrate to the City that the Proposer understands the requirements of proposal, the nature of the work, and the level of effort necessary to successfully provide the defined services.

C. Company History, Background and Experience (0-20 points)

Describe the company’s history and organizational structure, including the size of the company, location of office(s) and years in business. Provide resumes for project team members that will be assigned to South Lake Tahoe. Also include the company’s background, experience, and capacity to undertake the project/services for the City of South Lake Tahoe in conformity with the requirements of the RFP.

D. Scope of Work/Implementation (0-20 points)

Describe the company’s general approach to managing the services provided including an explanation of the methodology to be followed and specific plans to manage, control, and supervise the services to ensure satisfactory provision of services. In developing the work plan, reference should be made to the specific requirements and specifications noted in the Scope of Services (pages 6-9). Provide a delivery schedule and implementation timeline designed to meet the requirements of the City. Provide description of implementation considerations, including timeframes and deliverables for various stages

E. Description of the Fees Itemized (0-20 points)

Provide a description of the project cost and/or fees itemized according to the RFP proposal. The total all-inclusive maximum price to be bid must contain all direct and indirect costs, including all out-of-pocket expenses. The City of South Lake Tahoe will not be responsible for the expenses incurred in preparing and submitting the proposal. The company shall present all costs, fees, taxes, and charges based on achievement of deliverables, which should be outlined in the company’s cost proposal.

Plan Review Services Package Descriptions	Proposed % of Plan Review Fee Collected by City*	Hourly Rate **
Bundle “Full”		

Segment "Structural"		
Segment "Civil"		
Segment "Life Safety/Accessibility" only		
Segment "Structural/Life Safety/Accessibility" only		
Segment "Mechanical" only		
Segment "Plumbing" only		
Segment "Electrical" only		
Segment "Fire Protection" only		
Segment "TRPA" only		
Expedite Fee (Flat Rate Fee in addition to % proposed for scope above).		
*Plan Review Fee is collected @ 25% of 2% of total valuation of the project. Consultant to show what percentage of the 25% desired for services. If Hourly Rate is only applicable place N/A in proposed percentage cell.		

Temporary Personnel Descriptions	Hourly Billing Rate
Building Official	
Deputy Building Official	
Senior Plan Review Engineer/Architect	
Plan Review Engineer/Architect	
Senior Plans Examiner	
Plans Examiner	
Permit Technician	
Housing Inspector	
Clerical Support	
Principal Building Inspector	
Senior Inspector/Project Manager	
Inspector II	
Inspector I	

F. Supporting Data of Service Capability (0-25 points)

Company shall demonstrate their availability to perform necessary services upon request in a timely manner by providing graphs of turnaround times over the last twelve months with jurisdictions of similar population size. Minimum data of turnaround times and the number of reviews required before the approval of plans for three (3) jurisdictions of similar size which the City of South Lake Tahoe may call for references.

Company shall provide mileage between consultant’s offices providing services in relation to City of South Lake Tahoe to help demonstrate availability to attend meetings and dispatch staff to the City of South Lake Tahoe.

Company to identify a minimum of two individuals as primary contact person(s) “services liaisons” for the City on all projects and how their specific qualifications will complement the City's service goals.

Company shall demonstrate that they possess staffing of one or more of the following minimum qualifications, or equivalent, as determined by the City: California Registered Structural Engineer(s), Certified Access Specialist(s), Electrical Review Specialist(s), Mechanical Review Specialist(s), Plumbing Review Specialist(s), Fire Review Specialist(s), Capital Improvement Project Specialist(s), TRPA Specialist(s).

Demonstrate how many jurisdictions the consultant currently has contracts with and are in Climate Zone 16 and list the jurisdictions.

The proposal must also provide the following information: name, title, address, email and telephone number of individuals with authority to bind the company and who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the consultant and shall contain a statement to the effect that the proposal is a firm offer for at least a sixty (60) day period. The execution of the professional services contract is expected to take place in early October 2021. A copy of the City’s standard contract is attached. Company shall be prepared to meet the terms and requirements therein.

EVALUATION METHOD & CRITERIA

Proposals will first be reviewed for responsiveness to the requirements. If any information is missing from the required content, the proposal may be deemed non-responsive and returned to proposer and any further review is subject to the City’s discretion (see Reservations, page 4).

The Selection Committee will make a recommendation based on the criteria in this Proposal to award the contract/agreement to one or more selected Proposer(s). The City may conduct interviews as described on page 4 under Selection Process.

5. Evaluation Criteria

Recommendations for selection will be based on the following weighted criteria of 100 possible points and passing status on all Pass or Fail categories, if any.

Criteria	Points
A. Cover Letter	5

B. Executive Summary	10
C. Company History, Background & Experience	20
D. Scope of Work/Implementation	20
E. Description of the Fees Itemized	20
F. Supporting Data of Service Capability	25

ATTACHMENT 1

SAMPLE

PROFESSIONAL SERVICE AGREEMENT

**CITY OF SOUTH LAKE TAHOE
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of the [REDACTED] day of [REDACTED] 202X by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and Kayuga Solution, Inc. ("Consultant").

RECITALS

- A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue for [REDACTED] years.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed **\$18,840** without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without prior written authorization from City.
6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

7. Ownership of Documents.
All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees

and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from records shall be available at Consultant's address indicated for the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be

maintained at City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors or subcontractors hired or retained by Consultant are employees, agents, contractors or subcontractors of Consultant and not of the City.

City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

10. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,

- b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands,

actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with this Agreement, and consultant's work under this Agreement.

15. Insurance Requirements.

- a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.
 - i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all

Workers' Compensation policies must be received by City at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

- ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

- b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:
- i. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.
 - ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.
 - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.
 - iv. The insurer waives all rights of subrogation against City except for Consultant's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees or agents.
 - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.
 - vi. No policies of insurance carried by Consultant shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City Attorney by Certified Mail.
- c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies.

The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150

If to Consultant:

Provide a copy to:

17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation

on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

18. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.
20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.
21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

23. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free work place by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).
 - b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance program; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - c. Provide, as required by Government Code Section 8355(c), that every employee who performs grant activities under this Agreement:
 - i. Will receive a copy of the Consultant's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

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

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

25. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
26. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et. seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.
27. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
28. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
29. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
31. Time is of the Essence. Time is of the essence for this Agreement.
32. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

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

CITY OF SOUTH LAKE TAHOE:

CONSULTANT:

By _____

By _____

City Manager

Name, Title

Date _____

Date _____

Business License # _____

APPROVED AS TO FORM:

By _____

Date _____

City Attorney

ATTEST:

By _____

Date _____

City Clerk

Attachments:

Exhibit A – Scope of Services

Exhibit B – Compensation Schedule

Exhibit C - Anti-Lobbying Certification

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Estimated fees (not to exceed)	\$_____
Hourly Rate:	\$_____/hour
Travel and out-of-pocket expenses	\$_____
(travel is included in the TOTAL (not to exceed amount))	
TOTAL (not to exceed)	\$_____

TIMELINE

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

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

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

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant:

Name, Title

By: _____

**CITY OF SOUTH LAKE TAHOE
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of the 10th day of November, 2021 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and Interwest Consulting Group, Inc. (Consultant").

RECITALS

- A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue for **one year.**

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed **\$50,000** without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without prior written authorization from City.
6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

7. Ownership of Documents.
All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees

and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from records shall be available at Consultant's address indicated for the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be

maintained at City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors or subcontractors hired or retained by Consultant are employees, agents, contractors or subcontractors of Consultant and not of the City.

City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

10. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,

- b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

- 11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
- 12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

- 13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.
- 14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all

costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with this Agreement, and consultant's work under this Agreement.

15. Insurance Requirements.

- a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.
 - i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City

at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

- ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

- b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:
- i. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.
 - ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.
 - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.
 - iv. The insurer waives all rights of subrogation against City except for Consultant's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees or agents.
 - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.
 - vi. No policies of insurance carried by Consultant shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City Attorney by Certified Mail.
- c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies.

The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

- d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

- 16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of South Lake Tahoe
 John James, Building Official
 1052 Tata Lane
 South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
 City of South Lake Tahoe
 1901 Lisa Maloff Way, Suite 300
 South Lake Tahoe, CA 96150

Provide a copy to: Interwest Consulting Group, Inc.
 Paul Meschino
 1613 Santa Clara Drive Suite 100
 Roseville, CA 95661

- 17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract,

Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

18. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.
20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.
21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's

Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

23. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free work place by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).
 - b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance program; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - c. Provide, as required by Government Code Section 8355(c), that every employee who performs grant activities under this Agreement:
 - i. Will receive a copy of the Consultant's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

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

24. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in **Exhibit C**. Further, Consultant shall require that the language of the certification in **Exhibit C** be included in all contracts or

subcontracts entered into in connection with this Agreement and that all Consultants and contractors shall certify and disclose accordingly.

25. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
26. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et. seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.
27. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
28. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
29. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
31. Time is of the Essence. Time is of the essence for this Agreement.
32. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

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

CITY OF SOUTH LAKE TAHOE:

CONSULTANT:

By _____

By _____

Joseph Irvin, City Manager

Paul Meschino, Vice President of
Operations

Date _____

Date _____

Business License # 011753

APPROVED AS TO FORM:

By _____

Date _____

Heather Stroud, City Attorney

ATTEST:

By _____

Date _____

Susan Blankenship, City Clerk

Attachments:

- Exhibit A – Scope of Services
- Exhibit B – Compensation Schedule
- Exhibit C - Anti-Lobbying Certification

EXHIBIT A
SCOPE OF SERVICES

BUILDING SAFETY PLAN REVIEW SERVICES

Interwest will provide the City with comprehensive and timely plan review services to ensure compliance with the building laws of the City and State as part of the City of South Lake Tahoe's permitting process. Plan review services will be provided off-site by our deep bench of available plan reviewers as required. All plan reviews will be monitored to ensure our services are completed within agreed upon timeframes. All plan review services will be performed by a licensed civil or structural engineer, an ICC-certified plans examiner, CAsp-certified plans examiner, licensed electrical engineer, licensed mechanical engineer or licensed fire protection engineer as required depending on the scope and complexity of the given project. Our plans examiners understand and are intimately familiar with applicable building codes and plan review procedures and policies and will readily assist with solutions to complicated plan review issues. Staff assigned to the City will be appropriately qualified and licensed and meet all RFP requirements. Our plans examiners will provide plan check services, including building, accessibility, architectural, civil, electrical, energy conservation, green building standards, mechanical, plumbing, fire protection, stormwater/ NPDES, structural, geotechnical and seismic to confirm compliance with all applicable codes and amendments, including the latest adopted versions of the California Building Code (CBC), California Residential Code (CRC), California Mechanical Code (CMC), California Plumbing Code (CPC), California Electrical Code (CEC), California Fire Code (CFC), California Energy Efficiency Standards, CALGreen, (California Green Building Code), Accessibility and Energy Conservation requirements as mandated by State Title 24, and City specific regulations and policies, as applicable.

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

Plan Review Services Package Descriptions	Proposed % of Plan Review Fee Collected by City*	Hourly Rate**
Bundle "Full"	60%	N/A
Segment "Structural"	40%	N/A
Segment "Life Safety/Accessibility" only	65%	N/A
Segment "Structural/Life Safety/Accessibility" only	40%	N/A
Segment "Mechanical" only	50%	N/A
Segment "Plumbing: only	25%	N/A
Segment "Electrical" only	25%	N/A
Segment "Fire Protection" only	55%	N/A
Segment "TRPA" only	60%	N/A
Expedite Fee (Flate Rate Fee in addition to % proposed for scope above).	140%	N/A
*Plan Review Fee is collected @ 25% of 2% of total valuation of the project. Consultant to show what percentage of the 25% desired for services. If Hourly Rate is only applicable place N/A in proposed percentage cell.		

Temporary Personnel Descriptions	Hourly Billing Rate
Building Official	\$ 130.00
Deputy Building Official	\$ 125.00
Senior Plan Review Engineer / Architect	\$ 125.00
Plan Review Engineer / Architect	\$ 120.00
Senior Plans Examiner	\$ 100.00
Plans Examiner	\$ 95.00
Permit Technician	\$ 60.00
Housing Inspector	\$ 80.00
Clerical Support	\$ 60.00
Principal Building Inspector	\$ 100.00
Senior Inspector / Project Manager	\$ 95.00
Inspector II	\$ 85.00
Inspector I	\$ 80.00

Type of Jobs	Maximum Turn Around Time	
	First Check	Re-Check
Commercial (New Building or Addition)	10 Working Days	5 Working Days
Tenant Infill, Remodel, etc.	8 Working Days	3 Working Days
Residential (New Building/Master Plan)	10 Working Days	5 Working Days
Residential Additional, Remodel, Patio, etc.	8 Working Days	3 Working Days

BUDGET TOTAL (not to exceed)

\$50,000

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

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

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

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant:

By: _____

Paul Meschino, Vice President of Operations

**CITY OF SOUTH LAKE TAHOE
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of the 10th day of November, 2021 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and 4LEAF, Inc. ("Consultant").

RECITALS

- A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the effective date of the Agreement and continue for **one year**.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed **\$50,000** without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without prior written authorization from City.
6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

7. Ownership of Documents.
All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees

and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from records shall be available at Consultant's address indicated for the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be

maintained at City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors or subcontractors hired or retained by Consultant are employees, agents, contractors or subcontractors of Consultant and not of the City.

City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

10. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,

- b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

- 11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
- 12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

- 13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.
- 14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all

costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with this Agreement, and consultant's work under this Agreement.

15. Insurance Requirements.

- a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.
 - i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City

at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

- ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

- b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:
- i. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.
 - ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.
 - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.
 - iv. The insurer waives all rights of subrogation against City except for Consultant's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees or agents.
 - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.
 - vi. No policies of insurance carried by Consultant shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City Attorney by Certified Mail.
- c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies.

The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

- d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

- 16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of South Lake Tahoe
 John James, Building Official
 1052 Tata Lane
 South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
 City of South Lake Tahoe
 1901 Lisa Maloff Way, Suite 300
 South Lake Tahoe, CA 96150

If to Consultant: 4LEAF, Inc.
 Joseph Nicolas
 8896 North Winding Way
 Fair Oaks, CA 95628

- 17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not

subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

18. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.
20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.
21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or

termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

23. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free work place by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).
 - b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance program; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - c. Provide, as required by Government Code Section 8355(c), that every employee who performs grant activities under this Agreement:
 - i. Will receive a copy of the Consultant's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

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

24. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in **Exhibit C**. Further, Consultant shall require that the language of the certification in **Exhibit C** be included in all contracts or

subcontracts entered into in connection with this Agreement and that all Consultants and contractors shall certify and disclose accordingly.

25. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
26. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et. seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.
27. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
28. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
29. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
31. Time is of the Essence. Time is of the essence for this Agreement.
32. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

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

CITY OF SOUTH LAKE TAHOE:

CONSULTANT:

By _____

By _____

Joseph Irvin, City Manager

Kevin J. Duggan, President

Date _____

Date _____

Business License # 009764

APPROVED AS TO FORM:

By _____

Date _____

Heather Stroud, City Attorney

ATTEST:

By _____

Date _____

Susan Blankenship, City Clerk

Attachments:

- Exhibit A – Scope of Services
- Exhibit B – Compensation Schedule
- Exhibit C - Anti-Lobbying Certification

EXHIBIT A
SCOPE OF SERVICES

4LEAF will provide plan review for any and all types of structures to ensure compliance with all adopted codes, local ordinances (including Tier 1 of Cal Green, if required) and state and federal laws that pertain to Building and Safety, and for compliance with the adopted International Code Council (ICC) Building, Plumbing, Electrical, Mechanical, National Fire Protection codes and standards, and the Accessibility and Noise and Energy Conservation requirements as mandated by the State of California Title 24, State of California Water Efficient Landscape Ordinance, the State of California Certified Access Specialist (CASp) compliance, and all other applicable ordinances. Types of projects include; Single-Family Dwellings, Multi-Family Dwelling Units, Commercial, and Industrial.

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

2021-2022 FEE SCHEDULE & BASIS OF CHARGES

Plan Review Services Package	Proposed % of Plan Review Fee
Bundle "Full"	70%
Segment "Structural"	50%
Segment "Civil"	40%
Segment "Life Safety/Accessibility" only	40%
Segment "Structural/Life" only	55%
Segment "Mechanical" only	25%
Segment "Plumbing" only	25%
Segment "Electrical" only	25%
Segment "Fire Protection" only	25%
Segment "TRPA" only	N/A
Expedite Fee (Flat Rate Fee in addition to % proposed for scope above).	1.5x the plan review fee listed above
Temporary Personnel Descriptions	Hourly Billing Rate
Building Official	\$135/hour
Deputy Building Official	\$120/hour
Senior Plan Review Engineer/Architect	\$130/hour
Plan Review Engineer/Architect	\$120/hour
Senior Plans Examiner	\$95/hour
Plans Examiner	\$85/hour
Permit Technician	\$70/hour
Housing Inspector	\$95/hour
Clerical support	\$60/hour
Principal Building Inspector	\$115/hour
Senior Inspector/ Project Manager	\$110/hour
Inspector II	\$95/hour
Inspector I	\$80/hour

Type of Plans	Transportation	Initial Review	Resubmittal Review	2nd Resubmittal Review	Expedited Review	Expedited Resubmittal
Residential	<24 Hours (pick up & delivery)	<10 Days	<5 Days	<3 Days	<5 Days	<3 Days
Commercial	<24 Hours (pick up & delivery)	<10 Days	<5 Days	<3 Days	<5 Days	<3 Days
Large Commercial >15,000 SF.	<24 Hours (pick up & delivery)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable

BUDGET

TOTAL (not to exceed)

\$50,000

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

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

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

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant:

By: _____

Kevin J. Duggan, President

**CITY OF SOUTH LAKE TAHOE
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of the 10th day of November, 2021 between the **City of South Lake Tahoe**, a municipal corporation (“City”) and BPR Consulting Group (“Consultant”).

RECITALS

- A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.
The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.
All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in **Exhibit A, “Scope of Services,”** attached hereto and incorporated herein by reference. **Exhibit B, “Compensation Schedule,”** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.
2. Term/Time of Performance. The services by Consultant are to commence upon the effective date of the Agreement and continue for **one year.**

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed **\$12,000** without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without prior written authorization from City.
6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

7. Ownership of Documents.
All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees

and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from records shall be available at Consultant's address indicated for the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be

maintained at City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors or subcontractors hired or retained by Consultant are employees, agents, contractors or subcontractors of Consultant and not of the City.

City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

10. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,

- b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

- 11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
- 12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

- 13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.
- 14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all

costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with this Agreement, and consultant's work under this Agreement.

15. Insurance Requirements.

- a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.
 - i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City

at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

- ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

- b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:
- i. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.
 - ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.
 - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.
 - iv. The insurer waives all rights of subrogation against City except for Consultant's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees or agents.
 - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.
 - vi. No policies of insurance carried by Consultant shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City Attorney by Certified Mail.
- c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies.

The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

- d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

- 16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of South Lake Tahoe
 John James, Building Official
 1052 Tata Lane
 South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
 City of South Lake Tahoe
 1901 Lisa Maloff Way, Suite 300
 South Lake Tahoe, CA 96150

If to Consultant: BPR Consulting Group
 Bill Rodgers, SE Director of Plan Review Services
 2201 Francisco Drive, Suite 140-658
 El Dorado Hills, CA 95762

- 17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement

without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

18. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.
20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.
21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's

Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

23. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free work place by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).
 - b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance program; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - c. Provide, as required by Government Code Section 8355(c), that every employee who performs grant activities under this Agreement:
 - i. Will receive a copy of the Consultant's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

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

24. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in **Exhibit C**. Further, Consultant shall require that the language of the certification in **Exhibit C** be included in all contracts or

subcontracts entered into in connection with this Agreement and that all Consultants and contractors shall certify and disclose accordingly.

25. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
26. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et. seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.
27. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
28. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
29. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
31. Time is of the Essence. Time is of the essence for this Agreement.
32. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

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

CITY OF SOUTH LAKE TAHOE:

By _____

Joseph Irvin, City Manager

Date _____

CONSULTANT:

By _____

Bill Rodgers, Director of Plan Review Services

Date _____

Business License #012243

APPROVED AS TO FORM:

By _____

Heather Stroud, City Attorney

Date _____

ATTEST:

By _____

Susan Blankenship, City Clerk

Date _____

Attachments:

Exhibit A – Scope of Services

Exhibit B – Compensation Schedule

Exhibit C - Anti-Lobbying Certification

EXHIBIT A
SCOPE OF SERVICES

Building and Fire Plan Review Services

All plans examination services will be performed by or under the direction of a licensed civil or structural engineer. For unusual or large projects, and when needed to meet aggressive schedules and peak workload demands, additional support will be provided by appropriately qualified staff. Our plans examiners, and building inspectors maintain a working knowledge of applicable building codes and plan review procedures. Our staff will use their experience and skills to promote efficient services on behalf of your department. Our staff will work with project applicants and designers in a collaborative and professional manner to quickly identify and resolve code compliance issues. Our Building Officials will collaborate with project designers to identify code compliant solutions to address complicated code issues. Our plans examiners will perform detailed plan reviews to provide complete and accurate construction documents to minimize questions and problems during the construction phase of projects. BPR will furnish our plan review staff with all necessary material, resources and training as required to provide plan review services, including a copy of applicable City amendments, policies, forms, and procedures. Submittals will be reviewed for compliance with the structural and non-structural portions of the California Building Standards Code (Title 24) Parts 1 through 6 and 9 including the structural, non-structural, accessibility, electrical, mechanical, plumbing, green building and energy portions of the Codes.

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

Plan Review Service Package Descriptions	Proposed % of Plan Review Fee Collected By The City	Proposed Hourly Rates
Bundle "Full"	60%	\$120
Segment "Structural" Only	40%	125
Segment "Civil" Only	65%	125
Segment "Life Safety/Accessible" Only	40%	100
Segment "Structural/Life Safety/Accessibility" Only	50%	120
Segment "Mechanical" Only	25%	125
Segment "Plumbing" Only	25%	125
Segment "Electrical" Only	25%	125
Segment "Fire Protection" Only	55%	125
Segment "TRPA" Only	60%	125
Expedited Fee (Flat Rate Fee in Addition to Percentage Proposed for Scope Above)	140%	

Temporary Personnel Descriptions	Hourly Billing Rates
Building Official	\$130
Deputy Building Official	125
Senior Plan Review Engineer/Architect	125
Plan Review Engineer/Architect	120
Senior Plans Examiner	100
Plans Examiner	95
Permit Technician*	65-75
Housing Inspector	85
Clerical Support	55
Principal Building Inspector	100
Senior Inspector/Project Manager	95
Inspector II	88
Inspector I	80

Project Type	Maximum Turn Around Time (Business Days)	
	Initial Submittal	Backcheck Reviews
Residential (Single Family)		
New Construction	10	5
Addition	10	5
Remodel	10	5
Non-Residential		
New Construction	10	5
Addition	10	5
Remodel, Tenant Improvement	10	5
Large, Complex Commercial or Residential Multi-Family Projects	Turn-around times are to be negotiated with the Building Official	

BUDGET TOTAL (not to exceed)

\$12,000

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

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

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

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant:

By: _____

Bill Rodgers, Director of Plan Review Services

**CITY OF SOUTH LAKE TAHOE
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of the 10th day of November, 2021 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and Jay Kniep Land Planning (Consultant").

RECITALS

- A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the effective date of the Agreement and continue for one year.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed **\$50,000** without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without prior written authorization from City.
6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

7. Ownership of Documents.
All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees

and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from records shall be available at Consultant's address indicated for the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be

maintained at City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors or subcontractors hired or retained by Consultant are employees, agents, contractors or subcontractors of Consultant and not of the City.

City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

10. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,

- b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all

costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with this Agreement, and consultant's work under this Agreement.

15. Insurance Requirements.

- a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.
 - i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City

at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

- ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

- b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:
- i. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.
 - ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.
 - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.
 - iv. The insurer waives all rights of subrogation against City except for Consultant's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees or agents.
 - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.
 - vi. No policies of insurance carried by Consultant shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City Attorney by Certified Mail.
- c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies.

The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

- d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

- 16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of South Lake Tahoe
 John James, Building Official
 1052 Tata Lane
 South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
 City of South Lake Tahoe
 1901 Lisa Maloff Way, Suite 300
 South Lake Tahoe, CA 96150

If to Consultant: Jay Kniep
 P.O. Box 18601
 South Lake Tahoe, CA 96150

- 17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the

subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

18. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.
20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.
21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

23. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free work place by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).
 - b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance program; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - c. Provide, as required by Government Code Section 8355(c), that every employee who performs grant activities under this Agreement:
 - i. Will receive a copy of the Consultant's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

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

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

25. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
26. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et. seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.
27. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
28. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
29. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
31. Time is of the Essence. Time is of the essence for this Agreement.
32. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

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

CITY OF SOUTH LAKE TAHOE:

CONSULTANT:

By _____

By _____

Joseph Irvin, City Manager

Jay Kniep, Land Planning Consultant

Date _____

Date _____

Business License # 319201

APPROVED AS TO FORM:

By _____

Date _____

Heather Stroud, City Attorney

ATTEST:

By _____

Date _____

Susan Blankenship, City Clerk

Attachments:

Exhibit A – Scope of Services

Exhibit B – Compensation Schedule

Exhibit C - Anti-Lobbying Certification

EXHIBIT A
SCOPE OF SERVICES

Limited to the TRPA "segment" only scope of work includes review of submitted plans for consistency with the TRPA Code and other requirements, making necessary findings for approval, preparing the TRPA permit, calculating fees, and completing the TRPA Project Data Form
I also recognize that completing this work in a timely manner is essential.

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

Hourly compensation \$125/hour. An additional fee for expedited services on an as-needed basis @1.5 times the regular fee.

Response time standards of ten (10) business days on the first review and five(5) business days on subsequent reviews.

BUDGET

TOTAL (not to exceed)

\$50,000

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

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

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

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant:

By: _____

Jay Kniep, Land Planning Consultant

**CITY OF SOUTH LAKE TAHOE
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of the 10th day of November, 2021 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and Wells Barnett Associates ("Consultant").

RECITALS

- A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the effective date of the Agreement and continue for **one year.**

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed **\$10,000** without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without prior written authorization from City.
6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

7. Ownership of Documents.
All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees

and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from records shall be available at Consultant's address indicated for the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be

maintained at City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors or subcontractors hired or retained by Consultant are employees, agents, contractors or subcontractors of Consultant and not of the City.

City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

10. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,

- b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

- 11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
- 12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

- 13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.
- 14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all

costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with this Agreement, and consultant's work under this Agreement.

15. Insurance Requirements.

- a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.
 - i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City

at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

- ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

- b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:
- i. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.
 - ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.
 - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.
 - iv. The insurer waives all rights of subrogation against City except for Consultant's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees or agents.
 - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.
 - vi. No policies of insurance carried by Consultant shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City Attorney by Certified Mail.
- c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies.

The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

- d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

- 16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of South Lake Tahoe
 John James, Building Official
 1052 Tata Lane
 South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
 City of South Lake Tahoe
 1901 Lisa Maloff Way, Suite 300
 South Lake Tahoe, CA 96150

If to Consultant: Wells Barnett Associates, LLC
 P.O. Box 10379
 Zephyr Cove, Nevada 89448

- 17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the

subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

18. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.
20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.
21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

23. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free work place by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).
 - b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance program; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - c. Provide, as required by Government Code Section 8355(c), that every employee who performs grant activities under this Agreement:
 - i. Will receive a copy of the Consultant's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

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

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

25. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
26. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et. seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.
27. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
28. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
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30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
31. Time is of the Essence. Time is of the essence for this Agreement.
32. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

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

CITY OF SOUTH LAKE TAHOE:

CONSULTANT:

By _____

By _____

Joseph Irvin, City Manager

Lyn Barnett, Senior Principal

Date _____

Date _____

Business License # 007734

APPROVED AS TO FORM:

By _____

Date _____

Heather Stroud, City Attorney

ATTEST:

By _____

Date _____

Susan Blankenship, City Clerk

Attachments:

Exhibit A – Scope of Services

Exhibit B – Compensation Schedule

Exhibit C - Anti-Lobbying Certification

EXHIBIT A
SCOPE OF SERVICES

Wells Barnett Associates proposes to review residential projects in the City of South Lake Tahoe for conformance with the TRPA Regional Plan; including but not limited to the Code of Ordinances, Plan Area Statements, and Rules of Procedure. Services will include calculation of all TRPA application, mitigation, and other applicable fees. WBA will also review, prepare, or modify (as necessary) all required TRPA findings applicable to assigned projects; prepare detailed "correction reports;" and organize files, planning notes and other administrative records for the City.

Case file, data records, and similar archival research; site visits; and communications with applicants and Agency staff, is included in our proposal. WBA will meet with the City Building Official or his/her designees at the completion of each assignment to review completed work unless meetings are determined to be unnecessary by the Building Official. Meetings will be in person, or virtual, depending on public health protocols.

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

Residential projects assigned to WBA will be expedited within reasonable time frames. Assuming that applications are complete and ready for review, WBA will typically complete its plan checking work within 11 business days following application receipt from the City. In addition, WBA will normally complete its review and issue a follow-up correction report for any new or revised application materials received from applicants in response to correction reports within 6 days of the receipt of these materials. Our ability to meet these deadlines will depend upon other workload obligations at the time that outsource review assignments are delivered to us, and WBA may request additional time to complete our work. In accordance with the current City contract, alternative timeframes may be agreed upon, in writing, by the Building Official for special circumstances.

2021 FEE SCHEDULE

(Effective January 1, 2021)

<u>Planning & Design Services</u>	<u>Hourly Billing Rate</u>
Senior Principal	\$ 210
Senior Principal (Government Rate)	\$ 170
Principal	\$ 170
Senior Planner	\$ 125
Associate Planner	\$ 105
Assistant Planner	\$ 85
Planning Technician	\$ 75
Administrative Support	\$ 40
Intern.....	\$ 25
Consultants/Subcontractors	Cost plus 15%
 <u>Administrative Services</u>	
Mileage: (4-Wheel Drive)	\$ 0.575/mile
Per diem: (Outside Tahoe Basin)	\$ 50/day plus lodging
8 1/2" x 11"/14" b/w copies	\$ 0.12/page
8 1/2" x 11:/14" color copies	\$ 0.25/page
Bounced check/ Insufficient funds	\$25 per check
Late payments (over 30 days)	1.5% /month
Other Reimbursable Expenses	Cost plus 15%

BUDGET

TOTAL (not to exceed)

\$10,000

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

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

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

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant:

By: _____

Lyn Barnett, Senior Principal

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: October 19, 2021

Agenda Item #: 9.



Agenda Item: Contract with Green Pro Services, LLC to Provide Airport Janitorial Services

Executive Summary: Green Pro Services, LLC has provided contract janitorial services for the City since 2018. Fiscal Year 2021-2022 is the last year of their multi-year contract. Green Pro Services, LLC provides janitorial services for the Lake Tahoe Airport located at 1901 Lisa Maloff Way. The total contract price for both locations for the fiscal year is \$55,000 and represents a 25.89% reduction in cost compared to FY 20/21.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the City Manager to execute a contract with Green Pro Services, LLC to provide janitorial services to the Airport in an amount not to exceed \$55,000.

Responsible Staff Member: Mark Gibbs, Airport Manager

Responsible Staff Member: Mark Gibbs, Airport Manager (530) 542-6182

Reviewed and Approved By:

Anush Nejad, Public Works Director

Heather Stroud, City Attorney

Olga Tikhomirova, Finance Director

Susan Blankenship, City Clerk

Attachments:

[01-Staff Report FY21-22 JANITORIAL CONTRACT](#)

[02-CUSTODIAL SERVICES CONTRACT-AIRPORT FY 2021-2022_rev.docx](#)



City of South Lake Tahoe

Report to City Council

Meeting Date: October 19, 2021

Title: Approve FY 2021-2022 Airport Contract Janitorial Contract with Green Pro Services, LLC

Location: 1901 Lisa Maloff Way

Responsible Staff Member: Mark Gibbs, Airport Manager (530) 542-6182

Background:

The City formally bid contract janitorial services on PlanetBids.com 9/17/2018 (Bid #2018-10-05). The bid was for a four (4) year term ending September 30, 2022. Green Pro Services was awarded the contract on December 18, 2018 based on responses from three janitorial firms to a formal RFP process.

Contract Amendment #1 (City Contract C-037-2020) included the addition of COVID 19 related enhanced cleanings for the Public Works Administration Building located at 1740 D Street. The base contract and contract amendment #1 with Green Pro Services, LLC ends on September 30, 2021.

Issue and Discussion:

The four (4) year Green Pro Services, LLC janitorial contract is renewed annually on October 1. There is one final renewal year left. A new formal RFP is required for janitorial services starting on October 1, 2022 should the City elect to continue with private sector janitorial services at that time.

The FY 21/22 Green Pro Services janitorial renewal is above \$50,000, requiring City Council approval for contract execution. The proposed Green Pro Services, LLC contract starts on October 21, 2021 ending on September 30, 2022. As directed by the City Manager, this item was moved from the September 21, 2021 City Council meeting to today. The janitor was retained on a contract hold-over basis from FY 20-21.

The contract before City Council has language that allows the City to amend the contract during the contract period to change the scope of work and associated costs in response to COVID-19 or another public health emergency. This could be from a need to increase cleanings or decrease cleanings depending on local circumstances. As presented today, there are no enhanced COVID-19 related cleanings proposed in the contract. Rather the contract returns to a pre-COVID-19 cleaning schedule for FY21-22. Also contract janitorial services at 1740 D Public Works Administration was eliminated from the contract scope of work.

Staff Recommendation

Pass a motion authorizing the City Manager to execute a contract with Green Pro Services, LLC of South Lake Tahoe, California in the amount not to exceed \$55,000.00 to provide contract janitorial services at the Lake Tahoe Airport.

Financial Implications:

The annual costs associated with the FY 21/22 Green Pro Services, LLC City Janitorial Contract are as follows:

- Regular Cleanings of the Airport Terminal Building located at 1901 Lisa Maloff Way Lump Sum annual cost **\$51,000.00** from 501-05120-43023
- There is **\$4,000** dollars allocated in the contract for bi-annual deep cleaning of the Airport Terminal/City Hall public restrooms on the ground level and lower level. Deep cleanings of the public restrooms will be funded through 501-05120-42023. It is at the discretion of the Airport Manager to schedule bi-annual restroom deep cleanings based on need.

Account 501-05120-42023 is funded to cover the FY 21/22 expenses related to the Airport/City Hall janitorial services.

Environmental Considerations:

Execution of this agreement for janitorial services is not a “project” subject to environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(2) because it is a continuing administrative or maintenance activity.

Policy Implications:

There are no policy implications resulting from the execution of FY 21/22 City Janitorial Services contract with Green Pro Services, LLC.

CITY OF SOUTH LAKE TAHOE
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 1st day of October, 2021 by and between the City of South Lake Tahoe, a municipal corporation ("City") and Green Pro Services, LLC ("Consultant").

RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the Exhibit A, "Scope of Services," attached hereto and incorporated herein by reference. Exhibit B, "Compensation Schedule," attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue until September 30, 2022. This contract will end September 30, 2022 and maybe advertised for competitive proposals through a Formal Request for Proposal advertisement for an additional five (5) year period.
3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in Exhibit B which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed \$55,000.00 without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without prior written authorization from City.
6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

7. Ownership of Documents.

All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained at City offices. Access to such records and documents shall be

granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors or subcontractors hired or retained by Consultant are employees, agents, contractors or subcontractors of Consultant and not of the City.

City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

10. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,

- b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

- 11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
- 12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

- 13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.
- 14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Agreement or

caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work. City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with this Agreement, and consultant's work under this Agreement.

15. Insurance Requirements.

- a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.
 - i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents,

employees and volunteers for losses arising from work performed by Consultant for City.

- ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by or on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
 - iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
 - iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.
- b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:
- i. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this

Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

- ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.
 - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.
 - iv. The insurer waives all rights of subrogation against City except for Consultant's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees or agents.
 - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.
 - vi. No policies of insurance carried by Consultant shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City Attorney by Certified Mail.
- c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.
- d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall

contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of South Lake Tahoe
 1901 Lisa Maloff Way, Suite 100.
 South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
 City of South Lake Tahoe
 1901 Lisa Maloff Way, Suite 300
 South Lake Tahoe, CA 96150

If to Consultant: Attn: Jared Ortiz
 Green Pro Services, LLC
 P.O. Box 18857
 South Lake Tahoe, CA 96151
 Email: jared@greenprojanitorial.com
 Tel: 530-721-0822

17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.
18. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.
20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.
21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.
23. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free work place by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance program; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(c), that every employee who performs grant activities under this Agreement:
 - i. Will receive a copy of the Consultant's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

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

- 24. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in Exhibit C. Further, Consultant shall require that the language of the certification in Exhibit C be included in all contracts or subcontracts entered into in connection with this Agreement and that all Consultants and contractors shall certify and disclose accordingly.
- 25. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et.seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.

26. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
27. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
28. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
29. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
30. Time is of the Essence. Time is of the essence for this Agreement.
31. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

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

CITY OF SOUTH LAKE TAHOE:

CONSULTANT: GREEN PRO SERVICES, LLC

By _____
Joseph Irvin, City Manager

By _____
Jared Ortiz, Manager

Business License #008567

APPROVED AS TO FORM:

By _____
Heather Stroud, City Attorney

ATTEST:

By _____
Susan Blankenship, City Clerk

Attachments:

- Exhibit A – Janitorial Agreement Scope of Services
- Exhibit B – Compensation
- Exhibit C - Anti-Lobbying Certification
- Exhibit D – Janitorial Services Agreement Cleaning Schedule
- Exhibit E – Cleaning Area Location Map
- Exhibit F – Cleaning Equipment Inventory List
- Exhibit G – Displaced Janitor Opportunity Act
- Exhibit H- Janitorial Bond Requirement
- Exhibit I – Bond Certificate Documents

EXHIBIT A

SCOPE OF WORK

SCOPE OF WORK

1. General Requirements

The Custodial/Janitorial Services contractor is responsible for the cleanliness and sanitation of the Airport Terminal building and within the City. The Lake Tahoe Airport Terminal Building/City Hall is located at 1901 Lisa Maloff Way, South Lake Tahoe, California 96150. Appendix D and E provide the schedule and locations of janitorial services included in this contract.

Notwithstanding any other provisions of this proposal, the Custodial/Janitorial Services contractor warrants that the services furnished shall be of the best quality as specified in this contract. Such warranties shall include performance, workmanship, and labor.

The initial contract period will be effective October 1, 2021 and will mirror the City's Fiscal Year 2020/2021; ending September 30, 2022. There is no option to renew this contract. The City of South Lake Tahoe may solicit custodial firms for a new five (5) year contract period (2022-2027) through a competitive formal solicitation.

2. Performance Standards

Appendix D provides the minimum level of service and frequency deemed acceptable. It is intended that the Contractor will schedule his/her operations to meet or exceed these requirements. It is further intended that the Contractor shall put forth a level of effort to provide a thorough cleaning of the facilities. Some examples include: carpeted floors shall be completely and thoroughly vacuumed, windows shall be cleaned to where all film, smudges, and streaks are removed, and the restroom facilities cleaned and polished to approach the sanitary levels seen at other City facilities such as the Recreation & Aquatics Center.

- a) It is the objective of the City to obtain full cleaning performance in accordance with the terms of the specifications and at the quality standards of work set forth in this contract. To this end, the City is contracting for the complete performance of each cleaning job as specified in this contract. Therefore, deductions (Liquidated Damages) for tasks not completed or not satisfactorily completed shall be made should the schedule not be met and City Public Works staff are tasked with completing said tasks. Deductions will be made at the fully burdened rate of the public works staff assigned to complete the task elements not completed in accordance with the provisions of Appendix D of the Agreement.

- b) The Airport Manager or designee shall contact the Contractor by telephone, or email to notify them of performance issues. The Airport Manager shall also notify the Contractor of written complaint(s) received from building occupants.
- c) The Airport Manager or designee shall maintain a file of incoming complaints whether they be written, oral, or by telephone. This file shall contain the date, time, building, name of the person making the complaint, phone number and time the Contractor was notified, or a copy of the notification letter.
- d) Proof of performance and adherence to specifications shall be upon the Contractor. A cleaning log shall be maintained by the Contractor on dates and tasks completed to verify performance. The City reserves the right to utilize CCTV and Electronic Access control systems to audit said cleaning log if there is suspicion that work is not being performed per contract provisions.
- e) Failure to clean an entire building or site shall result in a separate deduction for nonperformance. In the event the contractor doesn't complete all of the required services as scheduled and outlined in the specifications, the Contractor will be required to make corrections of all discrepancies at a mutually agreed upon schedule. After three (3) occurrences of nonperformance within a 12-month period, the City, at its discretion, may begin default proceedings.
- f) Contractor billing shall be done on a timely basis. The successful proposer shall submit monthly invoices for work completed in the previous month.
- g) Expectation: The contractor shall render the City facilities clean, defined as " free of dirt, pure, spotless, sanitary, sterile, and uncontaminated". This includes timely removal of trash, dirt, dust, cobwebs, and other waste from receptacles and public areas.
- h) The contractor shall in no way interfere with the normal work of City employees and/or those tenants of the Airport.

2. Janitorial Contractor Responsibilities

Adherence to All Local, State and Federal Laws and Requirements

The Contractor shall adhere to all current applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, and the California State Department of Health Services.

Key Personnel

It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

The contractor shall be responsible for, but not limited to, the following:

- 1) Adherence to schedules,
- 2) Notifying the Airport Manager and/or the City Facilities Manager on the maintenance or replacement of cleaning equipment supplied and/or requesting additional cleaning equipment to complete the contract provisions,
- 3) Notifying the Airport Manager and/or the City Facilities Manager of any key personnel changes,
- 4) Training of new personnel,
- 5) Coordinating with the Airport Manager, City Facilities Manager or designate on maintaining adequate cleaning supplies inventory.

Personnel

Personnel employed by the Contractor shall be competent, trustworthy and properly trained for the work requirements. The Contractor and employees shall be required to comply with all applicable regulations of the City, as directed, and full cooperation shall be expected and required at all times. Contractor shall notify the Airport Manager immediately in writing of all changes on contract personnel by submitting name and address of employee and effective date of employment or termination. When in the opinion of the City, an employee does not constitute a satisfactory security risk, his/her employment on the contract will be denied

- a) Background Check: The Contractor's employees who will work in a building owned by the City of South Lake Tahoe shall be required to be cleared through the City of South Lake Tahoe Police Department Criminal Investigation procedure prior to employment. The cost of this background

check will be the responsibility of the Contractor. Upon receipt of notice of award from the City the Contractor is required to have cleared a successful background investigation prior to commencing work. No employee will be granted access to the City of South Lake Tahoe City Hall/Airport Terminal without first successfully passing a criminal history background investigation.

- b) Health: All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Contractor allow the use or presence of alcohol or drugs on the premises or in the building.
- c) City Issued Identification and Appearance: All personnel are not required to wear uniforms. The Contractor's work force shall be neat and clean in appearance with no inappropriate images to include politically charged words or questionable fit. Closed-toe and heeled shoes shall be worn for proper safety during tasks being performed. City issued identification also provide proximity cards that grant access to restricted areas of the building. These identification cards are required for work and the use of other persons' City issued identification card is strictly prohibited.
- d) Conduct: No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol or drugs, which fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not reemployed on this work.
- e) Supervision: Contractor shall provide a supervisor or foreman who shall be available for response to contract locations during contract operations, and who shall be responsible for both conduct and workmanship. The said supervisor shall be able to communicate effectively in both written and oral English. If a small business, the foreman may also be the primary custodian.
- f) Training: Contractor shall have an ongoing training program for all staff. Contractor shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training in janitorial services.
- g) Nondiscrimination: The Contractor shall not engage in discrimination in employment of persons because illegal for an employer to discriminate because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person. Violation of this

provision may result in the imposition of penalties under the Labor Code Section 1735.

- h) **Removal of Employees:** The City may require the Contractor to remove Contractor personnel from City property who are deemed careless, incompetent, insubordinate, objectionable, or whose continued employment on the job is deemed to be contrary to public health, safety and welfare. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, upon City request, the Contractor shall remove that employee from all work under this contract. It is the responsibility of the Contractor to provide the proper training for their employees.
- i) **Unauthorized Personnel:** Employees of the Contractor shall not be assisted nor accompanied by any individual that is not an employee of the Contractor, while performing duties related to the contract. This includes friends, children and/or other relatives. Employees of the Contractor that violate this stipulation shall be deemed objectionable to the City and shall not be allowed to work in City facilities.
- j) **Prohibited Items & Conduct:** Contractor's employees shall be prohibited in the use or possession of the following items while working on City premises: guns, knives, other weapons, alcohol and/or controlled substances. Contractor's employees shall not be under the influence of alcohol or illegal drugs. Any verbal, or non-verbal threats will not be tolerated and will be immediate grounds for employee removal. The City has a zero tolerance policy towards violence or the threat of violence in any form. Any employee violating this policy shall be removed immediately from City facilities and replaced with acceptable personnel.
- k) **City of South Lake Tahoe & Tenant Property. Personal Property of City Staff and Tenants:** The Contractor shall direct their employees against the unauthorized reading and disclosing of materials and documents available in the facilities of the City and against unauthorized use of City and personal property, such as: telephones, radios, copy machines, computers, terminals, fax machines, calculators, etc., which may be in any of the City facilities. The Contractor shall be responsible to see that Contractor's employees do not disturb papers on desks, tables, or cabinets, and do not open desk drawers or cabinets. Found item(s) shall be turned in at the end of each shift to the Contractor's supervisor. The supervisor shall notify the Airport Manager of the property. Found property should be placed in the Airport Manager's office for disposition.

- l) Telephone Use: City/Tenant telephones shall not be used by the Contractor or its employees for personal or business reasons with the following exception(s): to report need of emergency medical aid, fire or need of law enforcement, (use '9-911') and notification to the City of South Lake Tahoe Police Department Dispatch of damage as required in this contract. Any calls to numbers other than those above will be considered a violation of this contract and grounds for immediate termination.

- m) Facility Security: Contractor's personnel shall work in City facilities outside of normal business hours in performing work without disrupting normal City Office functions. Keys shall not be left in the door locks. The Janitorial Services contractor shall be responsible for securing/locking the interior and exterior portions of the building during hours to be specified by the Airport Manager or City Facilities Manager or his/her designee. All work spaces shall be locked and the lights turned off when cleaning in each area has been completed. Keys required by the contractor will be furnished by the City to designated contractor employee and shall be returned to the City on demand. Electronic security system shall be properly disarmed and armed each time after-hours access is made. All exit doors are to remain locked while the contractor is in the space. The contractor is not to block open occupant or exterior doors for any reason. The contractor is not to assist entry of anyone except contractor, employees or Police/Fire personnel. Close and lock any exterior windows. Contractor's personnel shall immediately report to their supervisor and City personnel, problems dealing with unauthorized or suspicious persons, conditions indicating theft, break-in or vandalism, and building system failures. The Contractor's employees shall report to emergency personnel situations such as: fire, smoke, unusual odors, broken pipes or floods, and take appropriate safety measures. The Janitorial Services contractor shall be issued building keys, where applicable, for the performance of services as specified herein. Should a lost or stolen key jeopardize the security of the particular City facility, the contractor shall be solely responsible for all costs incurred by the City in re-keying the lock system. No keys shall be duplicated. Where applicable, the contractor shall be charged a minimum of one hundred dollars (\$100.00) per call-out should contractor, while in the process of entering or leaving the facility, misuse any City facility security alarm system.

- n) Tools, Equipment, Materials and Cleaning Supplies: The City of South Lake Tahoe will provide all equipment and supplies necessary to carry out cleaning functions under this contract. The City will work with the Contractor to ensure the supplies are suitable and adequate for performing the scope of work. The Contractor is responsible for notifying the Airport Manager of the need to repair, replace equipment that is unsafe or unusable. The Contractor will provide the Airport Manager with orders for

cleaning supplies and materials with quantity and product. The City is responsible for providing Material Safety Data Sheets (MSDS) must be on-site as a component of the Lake Tahoe Airport Hazardous Materials Business Plan. Janitorial closets located in City Hall/Airport Terminal will be assigned to the Contractor for storing supplies. The closets used by Contractor shall be kept clean and free of debris and odor at all times. All supplies and equipment stored in any City janitorial closet shall be stored in a neat and orderly manner and in such a way as to prevent injury to City staff, the public, or Contractor's employees.

- o) A list of the cleaning equipment and condition is found in Appendix F. The Contractor is responsible for the loss of any equipment. Upon conclusion of the contract the City will require the return of all cleaning equipment with normal wear and tear expected. Misuse or loss of City owned cleaning equipment will require replacement for like equipment in new condition. All expenses for losses are the responsibility of the Contractor.

3. City's Responsibilities

Contract Administration: The City of South Lake Tahoe will be responsible for administering this contract. The Airport Manager and/or City Facilities Manager will inspect and approve services provided for compliance to the specifications prior to payment for the Airport Terminal Building/City Hall located at 1901 Lisa Maloff Way. The City will provide prompt payment for services rendered in conformance with this contract.

Inspections: The Airport Manager and/or City Facilities Manager or designee will perform inspections of each area to ascertain compliance to the specifications. A janitorial inspection report will be communicated to the Contractor listing any deficiencies found.

Tools, Equipment, Materials and Cleaning Supplies: When supplied in writing the City will provide prompt ordering of cleaning supplies and materials requested. When notified of repairs, new order or replacement of cleaning equipment, the City will either repair or replace said equipment on the list provided in Exhibit F.

EXHIBIT B

COMPENSATION

FISCAL YEAR 2021/2022 ENDING SEPTEMBER 30, 2022

Airport Terminal Building and Hangar Restroom Located at 1901 Lisa Maloff Way

Regularly Scheduled Cleanings in Exhibit D

TOTAL ANNUAL FIXED PRICE \$51,000.00 starting October 1, 2021 through September 30, 2022

TOTAL MONTHLY FIXED PRICE \$4,250.00

TOTAL WEEKLY FIXED PRICE \$978.08

Special Cleanings

AT THE REQUEST OF THE AIRPORT MANAGER THIS CONTRACT CONTAINS BI-ANNUAL BATHROOM DEEP CLEANING FEE \$2,000.00 PER CLEANING. THIS PRICE REFLECTS CLEANING AIRPORT TERMINAL BUILDING/CITY HALL MAIN LEVEL RESTROOMS AND LOWER LEVEL RESTROOMS TWICE OVER CONTRACT PERIOD.

TOTAL ANNUAL FIXED PRICE \$4,000.00 starting October 1, 2021 through September 30, 2022

NOT TO EXCEED TOTAL CONTRACT AMOUNT OF \$55,000.00

Notes:

Billing to be invoiced weekly every Friday through Thursday starting Friday, October 1, 2021 at the request of Green Pro Services ending Wednesday, September 31, 2022.

The City reserves the right to amend the contract scope of work at any time during the contract period to respond to the evolving COVID-19 Pandemic. This includes increasing the scope of work, changing cleaning schedules, or conversely reducing the scope of work depending on conditions and/or recommendation from Federal, State or County Public Health officials.

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

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

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

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

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

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

Vendor:
Jared Ortiz, Manager; Green Pro Services, LLC

By: _____

EXHIBIT D

CUSTODIAL CLEANING SERVICES FOR THE LAKE TAHOE AIRPORT TERMINAL BUILDING/CITY HALL LOCATED AT 1901 LISA MALOFF WAY

GENERAL:

The **CITY** will provide paper products (paper towels, toilet paper, sanitary toilet covers), hand soap, air fresheners, and trash bags. **CUSTODIAN** will provide all cleaning products as approved by CITY for the purpose of performing janitorial duties. The main airport terminal building/city is referenced by Exhibit A terminal map. The total square footage area that requires custodial services is 13,475 square feet. This is not the entire footprint of the terminal building/city hall. Exhibit C provides areas that are under the scope for janitorial services.

Regularly Scheduled Cleanings Airport Terminal Building/City Hall Located at 1901 Lisa Maloff Way

CUSTODIAN will perform the following janitorial duties at the frequencies listed below:

- Emptying and/or replacing all trash bags within the trash receptacles **both** inside and outside the terminal building **(1 time a day, 3 days a week)**

TIME PER DAY= 0.75 HOUR
TIME PER CONTRACT YEAR =117 HOURS

- Wiping down all decorative trash receptacles in the terminal building **(1 time a day 3 days a week)**

TIME PER DAY= 0.25 HOUR
TIME PER CONTRACT YEAR =39 HOURS

- Spot cleaning street-level floors, glass surfaces in terminal building entryways, and all public areas of the terminal/city hall to remove salt, dust and grime from any surface in public areas and bathrooms **(1 times a day, five days a week)**

TIME PER DAY= 0.5 HOUR
TIME PER CONTRACT YEAR =130 HOURS

- Clean the restroom at C12 in the hangar area **(1 time a day, every other week)**

TIME PER DAY= 0.25 HOUR
TIME PER CONTRACT YEAR =6.5 HOURS

- Clean light fixtures of dead bugs in all areas **(upon request by staff, approx. twice per year)**

TIME PER DAY= 3.5 HOUR
TIME PER CONTRACT YEAR =7 HOURS

- Vacuuming all carpeted areas inside the terminal building **(1 time a day, 1 days a week)**

TIME PER DAY= 3.0 HOUR

TIME PER CONTRACT YEAR =156 HOURS

- Sweeping and mopping all public area floors inside the terminal building (**1 time a day, 2 days a week**)

TIME PER DAY= 0.667 HOUR
TIME PER CONTRACT YEAR =69.33 HOURS

- Emptying cigarette cans located outside the terminal building (**1 time a day, 1 days a week**)

TIME PER DAY= 0.167 HOUR
TIME PER CONTRACT YEAR =8.684 HOURS

- Cleaning all public restrooms inside the terminal on lower level, road level and mezzanine level (6 total bathrooms) to include mopping floors, cleaning and sanitizing all restroom fixtures, stocking all paper projects, emptying trash cans, cleaning mirrors, and stocking air fresheners. Twice a day on scheduled City Council days. Twice daily is defined at morning with completion before 10 am and afternoon with completion before 4:30 pm (**1 times a day Sunday & Saturday; 1 times a day Mondays, Tuesdays, Wednesdays, Thursdays, Fridays. Twice Daily on Scheduled City Council Meeting Days up to 25 days a year**)

TIME PER DAY BATHROOM CLEANING= 1.5 HOUR (1X A DAY + 25 City Council Days twice a day)
TIME PER CONTRACT YEAR = 585 HOURS

- Wiping down chairs in public waiting areas (**Once a week**)

TIME PER DAY= 0.167 HOUR
TIME PER CONTRACT YEAR =8.67 HOURS

- Clean outer windows at front of terminal curb quarterly (4x per contract year)

TIME PER OCCURANCE= 0.75 HOUR
TIME PER CONTRACT YEAR =3.0 HOURS

- Administration stocking supplies, filling out supply order form, meeting with airport manager (**1 times a day, every other week**)

TIME PER DAY= 1.0 HOUR
TIME PER CONTRACT YEAR =26 HOURS

***REGULARLY SCHEDULED CLEANINGS FOR AIRPORT/CITY HALL CONTRACT HOURS PER YEAR =1156.184 (PART TIME)**

REGULAR SCHEDULE CLEANINGS CONTRACT PRICE LUMP SUM \$51,000.00
\$44.11/per hour rate for service

EXHIBIT E

Location of Areas that Require Custodial Services under this Contract
 Airport Terminal Building/City Hall, 1901 Lisa Maloff Way



EXHIBIT E CLEANING AREAS

1901 AIRPORT ROAD, SOUTH LAKE TAHOE,
 CALIFORNIA, 96150



LOWER LEVEL TO AIRCRAFT

CLEANING AREA QUANTITIES

Lower Level Public (includes restrooms): 1284 SF
 Lower Level Office: 1,938 SF
 Lower Level Conference Room: 475 SF

Street Level Public (includes restrooms) = 3,327 SF
 Street Level Office: 6,391SF

Mezzanine Level Public (restrooms only) = 60 SF
 Total Area=13,475 SF

TOWARDS RUNWAY

STREET LEVEL

TOWARDS RUNWAY

MEZZANINE LEVEL

TOWARDS RUNWAY

LOCATION VIEW

	AREA TO BE CLEANED
	TENANT AREA (DO NOT ENTER)
#108	TENANT ROOM ID

EXHIBIT F
Janitor Equipment List Supplied by City of South Lake Tahoe

Airport Janitorial Supplies Listing

Quantity	Item	Condition
2	Mops & Mop Buckets	Good
2	Small Brooms and Dust Pans	Good
3	Commercial Upright Vacuum Clean	Good
1	Hand Held Vacuum	Fair
1	Window Washer with Squeegee	Good
1	Push Dust Broom	Fair
1	Small Squeegee	Good
3	Movable Janitorial Supply Shelves for Inventory	Good
2	Shop Vacuums	Good
7	Slippery Floor Caution Signs	Good
1	Carpet Cleaner	Good

EXHIBIT G

DISPLACED JANITOR OPPORTUNITY ACT

California Labor Code

Division 2 Employment Regulation and Supervision

Part 3 Privileges and Immunities

Chapter 4.5 Displaced Janitor Opportunity Act

Sections 1060-1065

1060. The following definitions shall apply throughout this chapter:

(a) "Awarding authority" means any person that awards or otherwise enters into contracts for janitorial or building maintenance services performed within the State of California, including any subcontracts for janitorial or building maintenance services.

(b) "Contractor" means any person that employs 25 or more individuals and that enters into a service contract with the awarding authority.

(c) "Employee" means any person employed as a service employee of a contractor or subcontractor who works at least 15 hours per week and whose primary place of employment is in the State of California under a contract to provide janitorial or building maintenance services. "Employee" does not include a person who is a managerial, supervisory, or confidential employee, including those employees who would be so defined under the federal Fair Labor Standards Act.

(d) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(e) "Service contract" means any contract that has the principal purpose of providing services through the use of service employees.

(f) "Subcontractor" means any person who is not an employee who enters into a contract with a contractor to assist the contractor in performing a service contract.

(g) "Successor service contract" means a service contract for the performance of essentially the same services as were previously performed pursuant to a different service contract at the same facility that terminated within the previous 30 days. A service contract entered into more than 30 days after the termination of a predecessor service contract shall be considered a "successor service contract" if its execution was delayed for the purpose of avoiding application of this chapter.

1061. (a) (1) If an awarding authority notifies a contractor that the service contract between the awarding authority and the contractor has been terminated or will be terminated, the awarding authority shall indicate in that notification whether a successor service contract has been or will be awarded in its place and, if so, shall identify the name and address of the successor contractor. The terminated contractor shall, within three working days after receiving that notification, provide to the successor contractor identified by the awarding authority, the name, date of hire, and job classification of each employee employed at the site or sites covered by the terminated service contract at the time of the contract termination.

(2) If the terminated contractor has not learned the identity of the successor contractor, if any, the terminated contractor shall provide that information to the awarding authority, which shall be responsible for providing that information to the successor contractor as soon as that contractor has been selected.

(3) The requirements of this section shall be equally applicable to all subcontractors of a terminated contractor.

(b) (1) A successor contractor or successor subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract. This requirement shall be stated by awarding authorities in all initial bid packages that are governed by this chapter.

(2) The successor contractor or successor subcontractor shall make a written offer of employment to each employee, as required by this section, in the employee's primary language or another language in which the employee is literate. That offer shall state the time within which the employee must accept that offer, but in no case may that time be less than 10 days. Nothing in this section requires the successor contractor or successor subcontractor to pay the same wages or offer the same benefits as were provided by the prior contractor or prior subcontractor.

(3) If at any time the successor contractor or successor subcontractor determines that fewer employees are needed to perform services under the successor service contract or successor subcontract than were required by the terminated contractor under the terminated contract or terminated subcontract, the successor contractor or successor subcontractor shall retain employees by seniority within the job classification.

(c) The successor contractor or successor subcontractor, upon commencing service under the successor service contract, shall provide a list of its employees and a list of employees of its subcontractors providing services at the site or sites covered under that contract to the awarding authority. These lists shall indicate which of these employees were employed at the site or sites by the terminated contractor or terminated subcontractor. The successor contractor or successor subcontractor shall also provide a list of any of the terminated contractor's employees who were not retained either by the successor contractor or successor subcontractor, stating the reason these employees were not retained.

(d) During the 60-day transition employment period, the successor contractor or successor subcontractor shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor or successor subcontractor from which the successor contractor or successor subcontractor shall hire additional employees until such time as all of the terminated contractor's or terminated subcontractor's employees have been offered employment with the successor contractor or successor subcontractor.

(e) During the initial 60-day transition employment period, the successor contractor or successor subcontractor shall not discharge without cause an employee retained pursuant to this chapter. Cause shall be based only on the performance or conduct of the particular employee.

(f) At the end of the 60-day transition employment period, a successor contractor or successor subcontractor shall provide a written performance evaluation to each employee retained pursuant to this chapter. If the employee's performance during that 60-day period is satisfactory, the successor contractor or successor subcontractor shall offer the employee continued employment. Any employment after the 60-day transition employment period shall be at-will employment under which the employee may be terminated without cause.

1062. (a) An employee, who was not offered employment or who has been discharged in violation of this chapter by a successor contractor or successor subcontractor, or an agent of the employee may bring an action against a successor contractor or successor subcontractor in any superior court of the State of California having jurisdiction over the successor contractor or successor subcontractor. Upon finding a violation of this chapter, the court shall award

backpay, including the value of benefits, for each day during which the violation has occurred and continues to occur. The amount of backpay shall be calculated as the greater of either of the following:

(1) The average regular rate of pay received by the employee during the last three years of the employee's employment in the same occupation classification multiplied by the average hours worked during the last three years of the employee's employment.

(2) The final regular rate of pay received by the employee at the time of termination of the predecessor contract multiplied by the number of hours usually worked by the employee.

(b) The court may order a preliminary or permanent injunction to stop the continued violation of this chapter.

(c) If the employee is the prevailing party in the legal action, the court shall award the employee reasonable attorney's fees and costs as part of the costs recoverable.

(d) In the absence of a claim by an employee that he or she was terminated in violation of this chapter, an employee may not maintain a cause of action under this chapter solely for the failure of an employer to provide a written performance evaluation.

1063. (a) This chapter only applies to contracts entered into on or after January 1, 2002.

(b) Except for the obligations specified in subdivisions (a) and (b) of Section 1061, nothing in this chapter changes or increases the relationship or duties of a property owner or an awarding authority, or their agents, with respect to contractors, subcontractors, or their employees.

(c) Nothing in this chapter limits the right of a property owner or an awarding authority to terminate a service contract or to replace a contractor with another contractor or with the property owner's or awarding authority's own employees.

1064. Nothing in this chapter shall prohibit a local government agency from enacting ordinances relating to displaced janitors that impose greater standards than, or establish additional enforcement provisions to, those prescribed by this chapter.

1065. If any provision or provisions of this chapter or any application thereof is held invalid, that invalidity shall not affect any other provisions or applications of this chapter that can be given effect notwithstanding that invalidity

EXHIBIT G

JANITORIAL SERVICES BOND REQUIREMENTS

THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE BONDING REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT THE CONTRACTOR CONFER WITH THEIR RESPECTIVE INSURANCE AGENT OR BROKER TO DETERMINE, THE AVAILABILITY OF THE BONDS AS PRESCRIBED AND PROVIDED FOR HEREIN. IF A CONTRACTOR FAILS TO COMPLY STRICTLY WITH THE BONDING REQUIREMENTS, THAT CONTRACTOR MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

- A. JANITORIAL FIDELITY BOND:** Before execution of any Contract entered into by the City, the Contractor shall file with the City, a Janitorial Fidelity Bond (also known as Janitorial Services Bond). The Contractor shall obtain Fidelity Bonding for all employees performing work under this contract against theft of personal property. Include a copy of bond endorsement affecting such coverage or provide a letter from surety stating that your firm is bondable for the limit required (minimum of \$5,000 per occurrence) if awarded the contract. Said bond must be furnished to the City within ten (10) days after notification of award. Such bond shall either name the City as the insured obligee, or include an endorsement naming the City as an additional obligee and providing for customary property coverage in favor of the City. If the Contractor does business as an individual, such Blanket Fidelity Bond shall cover himself or herself also as an individual as a protection to the City.
- B. UNSATISFACTORY SURETIES:** Should any Surety at any time be deemed unsatisfactory by the City notice will be given the Contractor to that effect. No further payments shall be deemed due or will be made under the Contract until a new Surety shall qualify and be accepted by the City.
- C. EFFECT OF CHANGES IN THE WORK/EXTENSIONS OF TIME ON THE SURETY:** Changes in the work, or extensions of time, made pursuant to the Contract, shall in no way release the Contractor or the Surety from their obligations under the bond. Notice of such changes or extensions shall be waived by the Surety.
- D. INSUFFICIENCY OF THE BONDS:** Should any bond(s) required under this section become insufficient, the Contractor shall renew the bond(s) within ten (10) calendar days after receiving notice from the City of the bond's insufficiency.
- E. PROCUREMENT OF BONDS:**
1. All bonds required under this section, shall be procured from a California licensed and admitted surety company, listed by the Fiscal Service of The United States Department of the Treasury under the

Notice for "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies", current on the date of the notice of award.

2. All bonds required pursuant to this section shall be secured from a surety company satisfactory to the City.

F. ATTORNEY-IN-FACT: The Attorney-in-Fact (Resident Agent) who executes the bonds on behalf of the Surety Company shall attach a notarized copy of their power-of-attorney as evidence of their authority to bond the Surety Company on the date of execution of the bonds.

G. HOW BONDS ARE TO BE PAYABLE: All bonds shall be made payable to the City of South Lake Tahoe.

H. SIGNATURES REQUIRED ON BONDS:

1. Each bond required under this section shall incorporate, by reference, the Contract and be signed by both the bidder and the Surety.
2. The signature of the authorized agent of the Surety and the Contractor shall be notarized.

I. COST OF BOND ACQUISITION:

1. The Contractor shall be responsible for the cost of all bond premiums, costs, and incidentals necessary to secure the bonds.
2. The costs to secure all bonds required under this section shall be included in the Contractor's bid.

EXHIBIT I

COPIES OF BOND CERTIFICATE DOCUMENTS

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: October 19, 2021

Agenda Item #: 10.



Agenda Item: Designation of City Manager and Fire Chief as City Agents for Disaster Assistance from FEMA

Executive Summary: The City of South Lake Tahoe is eligible for financial assistance from FEMA through the State of California for the Caldor Fire disaster. The resolution will enable the City to receive funding from the State, which will offset the costs associated with the fire emergency disaster response by the City of South Lake Tahoe.

Requested Action / Suggested Motions: Pass a Resolution Designating the City Manager and Fire Chief as the City's Agents for Disaster Assistance from FEMA

Responsible Staff Members: Olga Tikhomirova, Director of Finance and Clive Savacool, Fire Chief

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

Clive Savacool, Fire Chief (530) 542-6152

Reviewed and Approved By:

Susan Blankenship, City Clerk

Olga Tikhomirova, Director of Finance

Heather Stroud, City Attorney

Attachments:

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

[02-Resolution CalOES 130](#)



City of South Lake Tahoe

Report to City Council

Meeting Date: October 19, 2021

Title: Designation of California State Applicant's Agent for Disaster Assistance from FEMA

Location: Citywide

Responsible Staff Members: Olga Tikhomirova, Director of Finance (530)542-7431
Clive Savacool, Fire Chief (530)542-6152

Background: This resolution is from the State of California Governor's Office of Emergency Services and is required to be filled out and signed by at least 3 City Council members every 3 years in order to be eligible to receive funding for Caldor fire and other similar disaster assistance from FEMA.

Issue and Discussion: The City of South Lake Tahoe experienced Caldor fire disaster in August and September 2021 and is eligible for financial assistance from FEMA through the State of California. The resolution will enable the City to receive funding from the State, which will offset the costs associated with the Caldor fire.

Financial Implications: Depleted budget dollars will be restored through the assistance program.

Policy Implications: Consistent with the City Financial Policies – Strengthening Financial Position and Grant Funding and Compliance.

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE _____ OF THE _____
(Governing Body) (Name of Applicant)

THAT _____, OR
(Title of Authorized Agent)

_____, OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the _____, a public entity
(Name of Applicant)
established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the _____, a public entity established under the laws of the State of California,
(Name of Applicant)
hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.
- This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this _____ day of _____, 20_____

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and _____ of
(Name) (Title)

_____, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the _____ of the _____
(Governing Body) (Name of Applicant)

on the _____ day of _____, 2021.

(Signature)

City Clerk
(Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.
Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving Board Members.
Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a **minimum of three approving board** members need to be listed.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval.
Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification.")

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: October 19, 2021

Agenda Item #: 11.



Agenda Item: Winter Program Concession Services at City Campground and Bid Protest

Executive Summary: The Parks and Recreation Department is planning to create a Winter Wonderland experience within the campground at the 56 Acre Park for the month of December 2021. To compliment this program and provide extended programming for residents and visitors, the City released a request for proposal (#2021-08-06) for the operation of innovative concession services. Proposals were due on August 20, 2021. Two proposals were received. A Selection Team was assembled to score the proposals in accordance with the City's standard RFP review procedures. The Selection Team recommends Shearer Activities, Inc. as the highest scoring proposal to award a Concessionaire Contract. On September 17, 2021 the City Clerk received a formal bid protest from Budgell Enterprises, LLC.

Requested Action / Suggested Motions: Receive staff report and bid protest and either:

1) Pass a Motion rejecting bid protest, selecting Shearer Activities, Inc. to provide Winter Program Concessionaire Services at the City campground, and authorizing staff to enter into negotiations on a Concessionaire Agreement; or, 2) Pass a Motion granting bid protest and selecting Budgell Enterprises, LLC to provide Winter Program Concessionaire Services at the Campground and authorizing staff to enter into negotiations on a Concessionaire Agreement; or, 3) Reject all bids and re-advertise Request For Proposal for Winter Program Concession Services.

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

Responsible Staff Member: Lauren Thomaselli, Director of Parks and Recreation (530) 542-6197

Reviewed and Approved By:

Susan Blankenship, City Clerk

Olga Tikhomirova, Director of Finance

Heather Stroud, City Attorney

Attachments:

[01-Staff Report - Campground Concessionaire Bid Protest.docx](#)

[02_Winter Programs Concessionaire RFP_071621.pdf](#)

[03_Shearer_Activities_Inc._Proposal.pdf](#)

[04_Budgell_Enterprises_LLC_Proposal.pdf](#)

[05_Reviewer Instructions and Score Sheet.pdf](#)

[06_Reviewer_Scoresheets.pdf](#)

[07_Bidder_Notification_Letters.pdf](#)

08-Budgell Bid Protest



City of South Lake Tahoe

Report to City Council

Meeting Date: October 19, 2021

Title: Winter Program Concession Services at City Campground and Bid Protest

Location: 1150 Rufus Allen Blvd

Responsible Staff Member: Lauren Thomaselli, Director of Parks and Recreation
(530) 542-6197

Background:

The City operates a seasonal campground located at 1150 Rufus Allen Blvd. within the recreation area known as 56 Acre Park. Currently, the City is planning to create a Winter Wonderland within the Campground during the month of December to inspire community connection and celebrate winter. To compliment the Winter Wonderland program the City released a Request for Proposal (RFP #2021-08-06 Attachment 02) on July 16, 2021 for the operation of innovative concession services to enhance winter programs for residents and visitors to South Lake Tahoe. Proposals were due on August 20, 2021.

Issue and Discussion:

The City received two proposals for consideration.

- 1) Shearer Activities, Inc. (Attachment 03)
- 2) Budgell Enterprises, LLC (Attachment 04)

Procedures for Proposal Evaluations

The City has standard policies and procedures in place for conducting thorough evaluations of proposals. First, the categories and scoring criterion, including points available for each category is described clearly so that bidders are able to identify the categories of the highest point value and thus, prepare their proposal accordingly. Secondly, a cross section of staff from various departments including Parks and Recreation, Public Works, and Development Services were selected to review proposals. Thirdly, before scoring or reviewing the proposals, the reviewers are provided concrete evaluation criteria and descriptions consistent with the RFP. A sample of the instructions and score sheet are contained herein as Attachment 05.

A total of five reviewers representing various departments performed an independent evaluation of the proposals. Each proposal was scored on the following criteria:

- 1) Cover letter introducing the company and summarizing key aspects of services to be provided. (Pass or Fail)
- 2) Experience, Background, and Qualifications (0-25 points)

- 3) Proposed Plan including concept and theme development, design and quality of improvements and staffing (0-30 points)
- 4) Compensation Schedule: in this category, the proposal offering the highest compensation to the City would receive the maximum points and all other proposals would be scored lower as a percentage of the highest compensation (0-30 points)
- 5) Financial Capacity: proposals were to identify their ability to provide adequate capital to maintain continuous operations and fund any improvements identified in their proposal. (0-10 points)
- 6) Local Preference: Businesses that maintain business within either the City or the Lake Tahoe Basin portion of El Dorado County or Douglas County (5 points)

Evaluation Results: (Attachment 06)

Reviewer	Shearer Activities, Inc	Budgell Enterprises, LLC
1	86	84.5
2	84	90
3	96	97
4	82.5	84
5	100	81
Average Scores	89.7 highest avg score	87.3 avg score

Selection Committee Recommendation:

Utilizing the evaluation method and criteria described above the Selection Committee recommends Shearer Activities, Inc as the highest average scoring bidder.

Bid Protest:

The non-selected bidder was notified of the staff recommendation and procedure available regarding bid protests (Attachment 07). Following a Public Records Request from Mark Budgell to view the individual reviewer score sheets for each proposal, the City Clerk’s office received a formal bid protest from Budgell Enterprises, LLC. (Attachment 08) on September 17, 2021. Mr Budgell based the protest on the following concerns: 1) Perceived bias regarding compensation category scoring. 2) Reviewer #4 comment regarding Budgell’s failure to provide a standardized sales forecast as required in RFP (please note all financial information is redacted from public view to protect sensitive financial information). 3) Failure of selected proposer to provide a signature on the cover letter. 4) Reviewer #5 deviation from other reviewers in scoring rubric values.

Bid Protest Timeline and Content Considerations

Pursuant to South Lake Tahoe City Code section 3.45.020, “[a] non-selected bidder may protest award of a contract by submitting a written bid protest which shall be received by the city clerk no later than seven calendar days after the city’s selection of the winning bidder.” In this case, both the winning bidder and the non-selected bidder were notified on September 14, 2021 and the award was scheduled to be heard by Council on September 21, 2021. The bid protest was received on September 17, 2021, resulting in both the bid protest and the Selection Committee recommendation moving to the October 19, 2021 Council Agenda. Staff maintains that all bidders were responsive to the RFP and the City RFP evaluation and scoring process was followed by all reviewers to arrive at an average total score. The end result of the scoring process identified Shearer Activities, Inc as the selected bidder with the highest average score.

Following the review of the RFP process, bid protest, proposals, scores, and Selection Committee recommendation, Council shall make one of the following determinations:

- 1) Reject the bid protest and award the contract to the selected bidder, Shearer Activities, Inc
- 2) Grant the bid protest and award the contract to the next responsible bidder, Budgell Enterprises, LLC
- 3) Reject all bids and re-advertise Request for Proposal

Financial Implications:

The Concession Fee paid to the City will be collected into account 100-04130-35330 and is proposed to augment the Campground Infrastructure fee revenue collected through reservations towards campground capital outlay by transferring this revenue into account 310-70000 Long Term Capital Replacement at the end of each fiscal year.

Following Council authorization, a Concessionaire Agreement will be negotiated based on the sample Agreement (Attachment 02, Exhibit B). The Agreement will specify meetings with City staff to inspect facilities, discuss improvements or modifications to operations, review sales and receipts and determine compensation and payment schedules. Pending the outcome of Council action on October 19, 2021, the Agreement with the selected bidder will be brought back to the City Council on November 2, 2021, for approval following completion of negotiations.

Environmental Considerations: The Concessionaire Agreement is categorically exempt from review under the California Environmental Quality Act (CEQA) under CEQA Guidelines sections 15301 (Existing Facilities) because it consists of the operation, permitting, and minor alteration of existing public facilities involving negligible or no expansion of existing or former use of the campground; 15303 (New Construction or Conversion of Small Structures) because it may involve construction of limited numbers of new, small facilities or structures and utility upgrades or extensions to serve such construction; and 15304 (Minor Alterations to Land) because it involves minor temporary use of land having negligible or no permanent effects on the environment.

Policy Implications: The Concessionaire Agreement provides the City an opportunity to provide innovative winter programming through an entrepreneurial public-private partnership. The partnership will provide recreational program and activities designed to enhance the use of City managed recreation facilities and meet the growing demand for low impact winter recreation for residents and visitors to South Lake Tahoe.



City of South Lake Tahoe

"making a positive difference now"

REQUEST FOR PROPOSALS
FOR
WINTER PROGRAM CONCESSIONAIRE
FOR
CITY OF SOUTHLAKE TAHOE
56 ACRES PARK

RFP 2021-08-06

Issue Date: July 16, 2021

Submittal Due Date: August 20, 2021



SUMMARY

The City of South Lake Tahoe is requesting proposals from qualified applicants to support and compliment winter programming at 56-Acre Park.

Proposals are due on or before August 20, 2021 **no later than 4:00 p.m.** (Pacific Standard Time) Proposals received after the deadline will not be accepted. Proposals must be submitted electronically through the PlanetBids management system. Hardcopy, faxed, or emailed submission will not be accepted.

Read this RFP document carefully as the award will be given to the most “responsible and responsive” Proposer responding to this RFP. The City of South Lake Tahoe reserves the right to accept or reject any or all proposals or to make no award at all, to extend the period for accepting proposals, to advertise the RFP at any time and to waive any minor irregularities in any proposals.

In the opinion of the City of South Lake Tahoe, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, please use the Q&A feature that is found within Planet Bids, where the RFP is posted.

Please note that no information given will be binding upon the City unless such information is issued in writing as an official addendum to this RFP.

TIMELINE OF CRITICAL DATES

Release of RFP	July 16, 2021
Deadline for Question Submittal via Planet Bids	August 6, 2021
RFP submittals DUE	August 20, 2021
Potential Selection Interview *	August 30, 2021 – Sept. 3, 2021
City Council Award	September 21, 2021
Concessionaire Services Agreement Negotiation Begins	September 22, 2021

** Depending on a variety of issues, the proposer may or may not be requested to attend a selection interview with the review committee.*

SUBMITTAL PROCEDURES

1. Register with the City

All Proposers **must** complete a “Vendor Information Sheet” to be entered in the City of South Lake Tahoe Vendor Database, which is **required to submit a proposal**. Proposers will be notified by the City of any addenda that may be issued to this Request for Proposal (RFP). Proposers must register in the City’s Vendor Database to be notified of such addenda

To register, go to: http://vendors.planetbids.com/SLTahoe/vendor_registration.cfm and follow the instructions applicable to Proposer. Following submission, Proposer will receive a confirmation message within 24 hours from the City. Proposers are *solely responsible* for maintaining up to date and accurate information in the Vendor Database.

2. Number of Copies

The Proposer must submit a complete proposal as a .pdf file through the PlanetBids electronic bid portal. **Proposals not received by the date and time specified in this RFP, will be rejected.** Documents submitted in response to this RFP will become the property of the City of South Lake Tahoe and will be regarded as public record under California Public Records Act under Government Code 6250 et seq., and subject to review or release to the public, **excluding** financial records marked “confidential” which shall be available for the Proposer to pick up following a review and selection of the Concessionaire(s).

3. Format

Font, Type and Style: All proposals shall be single sided and professionally prepared (no hand written proposals will be accepted). There are no requirements on font size, type or style requirements.

4. Submittal Deadline

Response to this RFP is due on or before **August 20, 2021 no later than 4:00 p.m.** (Pacific Standard Time). Responses received after the deadline will not be accepted; there are no exceptions.

5. Selection Process

A Selection Committee consisting of City Staff will evaluate the submitted proposals. Proposer(s) will be objectively evaluated based on their responses to the project scope outlined in this RFP. The written proposal should clearly demonstrate how the Proposer could best satisfy the requirements of the City. The Selection Committee will utilize the Evaluation Method and Criteria described on page 8 of this RFP to rate and rank each proposal.

If more information is needed following a review of the Proposals, the Selection Committee *may* invite one or more of the Proposers to a Selection Interview. Upon completion of interviews, (if needed) a recommendation by the Selection Committee to the City Manager/City Council will be made at that time and awarded in accordance with the City of South Lake Tahoe Procurement Policies & Procedures.

The City of South Lake Tahoe reserves the right to accept or reject any or all proposals or to make no award at all, to extend the period for accepting proposals, to advertise the RFP at any time and to waive any minor irregularities in any proposal.

6. Concessionaire Services Agreement

The Concessionaire Services Agreement with the selected Proposer will begin within 60 days of award of contract and continue for a period of thirty-six (36) months. The City may exercise the option to renew the Agreement for three additional twelve (12) month periods for a total of 72 months. The selected Proposer will be required to sign the City's Standard Concessionaire Services Agreement. A sample of this Agreement is attached hereto as Attachment B, and the City reserves the right to amend or edit this Agreement however it sees fit.

The Concessionaire Agreement is not assignable. The selected proposer may be required to furnish adequate proof of insurance as more fully described in the Concessionaire Agreement.

7. Reservations

- a) The City reserves the right to reject any and all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel this Request for Proposal, in whole or in part, or decide to award a contract to perform only some of the services outlined in this Request For Proposal, without liability, obligation, or commitment to any party, firm, or organization.
- b) In addition, the City reserves the right to request and obtain additional information from any Proposer and to negotiate the final scope of services with the selected Proposer. The City is not liable for any costs incurred by Proposers prior to issuance of an agreement, contract or purchase order. Costs of developing the proposals, oral presentations or any other such expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City of South Lake Tahoe.
- c) Only the City Council of South Lake Tahoe, or the City Manager after being duly authorized by the City Council, may execute the Agreement with the successful Proposer. Further, it is understood that respondents must independently evaluate the information in this RFP and that the City makes no guarantee of data accuracy.
- d) The City reserves the right to waive or permit cure of minor informalities and/or insignificant mistakes such as matters of form rather than substance and to conduct discussions and negotiations with any *qualified respondent* in any manner deemed necessary by the City to serve its best interests. The City also reserves the right, based on its sole judgment and discretion, to award a contract based upon the written proposals it receives without conducting discussions, interviews or negotiations.
- e) If, in the opinion of the City, a proposal contains false or misleading statements or references, it may be rejected without notice to Proposer.
- f) The City reserves the right to obtain written clarification of any point in a Proposer's proposal or to obtain additional information necessary to properly evaluate a particular

proposal. Failure of a Proposer to respond to such a request for additional information or clarification may result in rejection of the proposal.

- g) The City reserves the right, without qualification, to select a Proposer for further discussions based solely on the content of the RFPs and relevant information obtained from others concerning the respondent's respective records of past performance.
- h) In the event that it becomes necessary to revise any part of this RFP due to inquiries raised, an email notifying an addendum, supplement or amendment to this RFP will be provided to Proposers who received an original invitation to bid via email or responded to us with their contact information as described on the cover letter of this RFP. Changes to the RFP shall be accomplished by an amended page or pages.
- i) Proposer agrees that any response submitted to this RFP will remain current and valid for a period of not less than 120 calendar days from the proposal due date.

8. Local Business Preference

- a) The City shall apply five points to all local businesses which submit proposals for services for The City of South Lake Tahoe.
- b) Based on SLTCC 8.05.190 states that Local Businesses that maintain a principle place of business within either the City or Lake Tahoe Basin portion of El Dorado County or Douglas County and possess a City business license will be awarded these local preference points.

9. Bidder's Security

Bidders Security is NOT required for this Proposal.

INTRODUCTION

8. Background

The recreation area, known as the 56 Acres Park, is within the boundaries of the Bijou/Al Tahoe Community Plan which provides policies, allowable land uses, and development standards applicable to the site. A fundamental cornerstone of this Community Plan is the conviction that Bijou/Al Tahoe area should serve as a family oriented and recreation center, as well as a town center for the local community. The City General Plan also describes a vision and policy direction for the expansion of recreation and civic center facilities within the Bijou/Al Tahoe Community Plan area.

Currently the City operates a seasonal campground within the 56 acres park between April and October 1st every year. The 175 site campground is vacant in winter but has the potential to be programmed for low impact winter activities. Currently, the City is planning to create a “Winter Wonderland” atmosphere in the campground including family oriented holiday events. To compliment this program the City is seeking proposals for enhanced winter recreation programs within the campground area of the 56 Acre Park. A map of the proposed program area is contained hereto as Attachment A. The City may also consider concessionaire agreements at other City owned sites depending on the specific nature of the proposal.

9. Objective

The City of South Lake Tahoe is seeking proposals for the operation of innovative related concession services to enhance and compliment winter programs for residents and visitors to South Lake Tahoe. The City presently has a concession agreement for the operation of the South Tahoe Ice Arena located in the project area.

The intent of this RFP is to seek proposals which provide entrepreneurial public-private partnerships that will help to provide the City with revenue with which to maintain its parks and beach facilities. Additionally, the City seeks to address the increasing demand for low impact family oriented snow play that is safe and affordable. The City hopes to inspire innovative ideas through this RFP process. The result will be to provide recreational programming and activities, equipment rental or other support services and amenities which can enhance the use of City managed recreation facilities for residents and visitors.

SCOPE OF SERVICE

10. Proposed Scope of Services

It is important to note the City does not have a set or specific expectation for the scope of services. One or more concession agreements may be allowed by the City for use of its facilities depending on the unique nature of the proposed concession and its impact on the facilities and/or other concessionaires.

There are a number of recreation services related concepts which could be appropriate for consideration by the City. These include but are not limited to:

Snow sledding
Snow bikes
Snow shoeing
XC skiing
Snow Play
Interpretive Programs

The Proposer needs to outline in detail the following: (See proposal content requirements)

- Nature of the proposed recreation concession services or related activities it proposes to provide.
- Area within the proposed site to be used.
- Hours of operation.
- Staffing requirements.
- Maintenance provided by the Proposer.
- Maintenance provided by the City.
- Equipment to be used/provided by Proposer.
- Anticipated impact on City infrastructure (water, electric, roadways, parking) and Proposers plan to supply utilities/infrastructure required to support the proposed program.
- Temporary, or portable facilities the Proposer will provide to support the program.

PROPOSAL CONTENT REQUIREMENTS

11. Proposal Requirements - All proposals must include the following information and shall be organized as described below.

A. Cover Letter – Introduction (Pass/Fail)

All proposals must include a cover letter directed to the City Manager introducing your company and summarizing the proposal and key aspects of the services to be provided. Cover letter must be signed by an individual authorized to bind the Proposer to the City's Concessionaire Agreement.

B. Experience, Background and Qualifications (25 points maximum)

Proposer shall demonstrate ability as a Concessionaire to operate the proposed concession. Proposers shall have a minimum of three (3) consecutive years of management experience. The City will also consider the past performance of the Proposer on other leases or contracts with the City or other entities in terms of quality of concession or business operation and reputation as a good tenant. Proposers should also address:

- Ability to complete implementation of the project within a mutually agreed upon and satisfactory time frame.
- Service philosophy
- Experience and expertise of staff
- Size of Concessionaire's company, financial strength, and stability
- Cost and quality of services

C. Proposed Concession Plan (30 points maximum)

- Concept and Theme Development (15 points)

Proposal should state the nature and variety of the proposed concession including equipment provided, staging and overall operations/program area required, program variety, and hours of operation.

- Design and Quality of Improvements (10 points)

Proposal should describe the physical design of the proposed concession area including innovations and creativity of concepts.

Proposer may include in the proposal any capital improvements that they would like to make to the facility. Proposer would be responsible for 100% of funding and permitting of 100% of such improvements as permitted by the City, the County of El Dorado and the Tahoe Regional Planning Agency

- Staffing (5 points)

Proposal should include the number of individuals that will participate in the concessionaire services, including their staff classification and estimated hours that each will participate in running and/or working for the concession.

D. Compensation Schedule (30 points maximum)

- Proposal must include a comprehensive compensation schedule.

The compensation schedule shall be evaluated based on the overall compensation to the City assuming a standardized sales forecast. The proposal which proposes the highest compensation to the City shall receive 30 points. All other Respondents will receive a percentage of points based on the variance of the compensation from the highest proposal. For example, if a respondent proposes a compensation that equals 75% of the highest proposed fee, that Respondent will receive 75% of the total possible points.

E. Financial Capability of Proposer (10 points maximum)

- Proposer shall prove to the City's satisfaction the ability to provide adequate capitalization to fund improvements as well as maintain continuous operations given existing obligations combined with the obligations detailed in this RFP.

EVALUATION METHOD & CRITERIA

Proposals will first be reviewed for responsiveness to the requirements. If any information is missing from the required content, the proposal may be deemed non-responsive and returned to proposer and any further review is subject to the City's discretion (see Reservations, page 4).

The Selection Committee will make a recommendation to the City Manager based on the criteria in this Proposal to award the contract/agreement to a selected Proposer. The City Council will make the final determination whether or not to award a contract/agreement. The City may conduct interviews as described on page 4 under Selection Process.

Local Preference

Pursuant to SLTCC section 8.05.190, the City shall set aside five points in scoring proposals for a local business preference. Local businesses that maintain a principal place of business within either the City or the Lake Tahoe Basin portion of El Dorado County or Douglas County and possess a City business license will be awarded these local preference points.

12. Evaluation Criteria

Recommendations for selection of the Concessionaire will be based on the following weighted criteria of 100 possible points and passing status on all Pass or Fail categories. Local business preference adds 5 points to the total score as described above in Local Preference.

Criteria	Points
A. Cover Letter	P/F
B. Experience, Background and Qualifications	25
C. Proposed Concession Plan	30
D. Compensation Schedule	30
E. Financial Capability	10
Local Preference	5

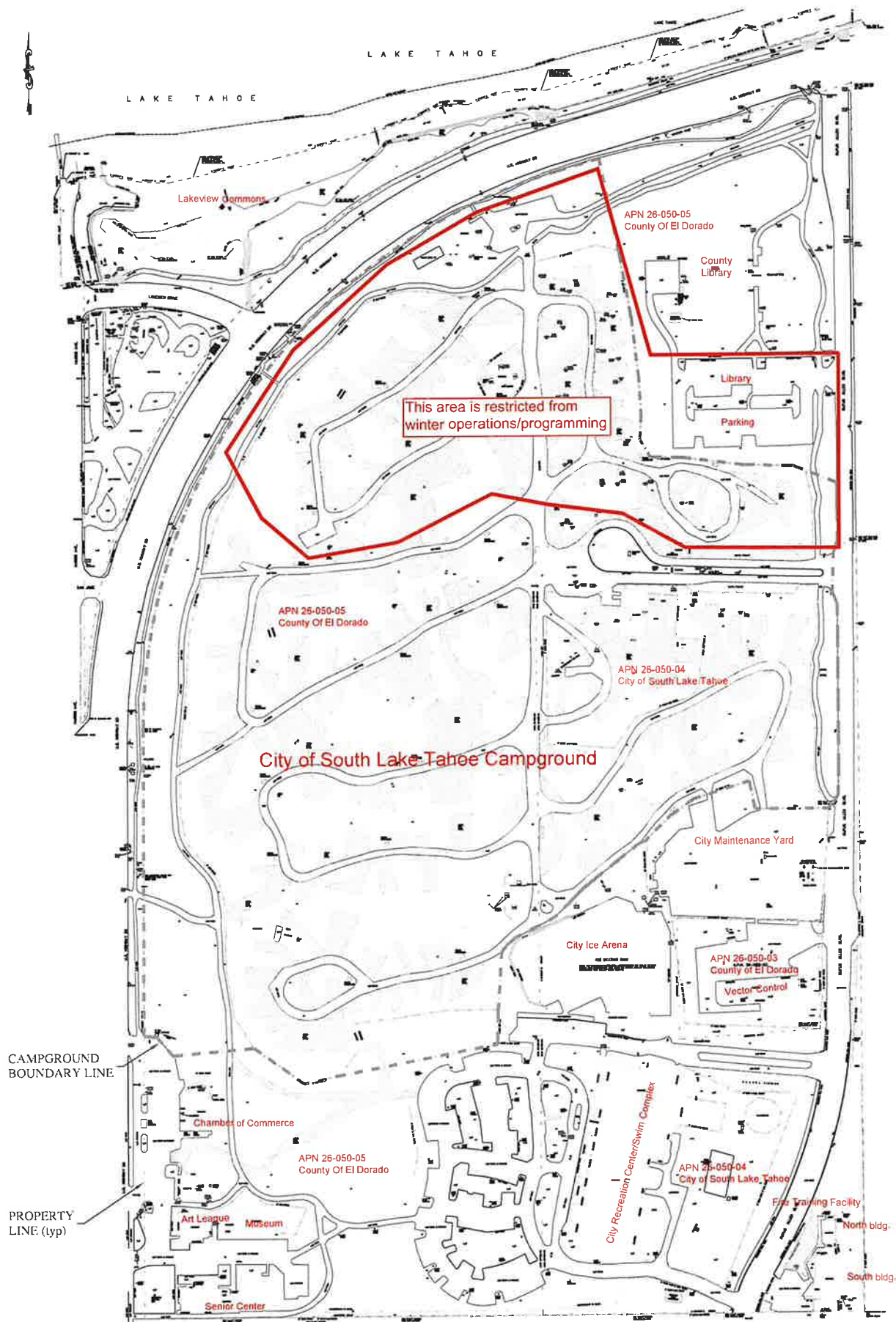
13. Relationship of Concessionaire to City

The Concessionaire facilities are owned by the City. As such, the City will often receive requests, recommendations, feedback, and complaints from the public regarding the facilities. The City will forward those comments to the Concessionaire for resolution. The Concessionaire will be expected to respond to all customer feedback in a timely manner whether the comments are received directly by the management company or are provided by the City. The City will require the Concessionaire to keep the City informed of any comments, complaints, or suggestions that are not able to be resolved.

The City may review aspects of the Concessionaires operations in public meetings. The Concessionaire will be expected to attend such meetings and provide the requested information.

The selected Concessionaire will be expected to enter into a Concessionaire Agreement/Contract with the City and perform the aspects of the contract bearing the responsibilities of the Concessionaire. The Concessionaire is expected to utilize its best professional judgment in all aspects of the operation of the facility.

ATTACHMENT A
Map of 56 Acres Park



CAMPGROUND BY THE LAKE

SCALE 1" = 150'

AREA = 28.3 ACRES

ATTACHMENT B
Sample Concessionaire Agreement

**CITY OF SOUTH LAKE TAHOE
CONCESSIONAIRE AGREEMENT
WINTER PROGRAMS**

This Agreement is made and entered into as of the _____ day of _____ (“Effective Date”) by and between the **City of South Lake Tahoe**, a municipal corporation (“City”) and _____ (“Concessionaire”). The City and Concessionaire shall be collectively referred to as “parties” or individually referred to as City, Concessionaire or party.

RECITALS

A. WHEREAS, The City is responsible for programs, management and maintenance of real property more commonly known as the 56 Acre Park, located at 1150 Rufus Allen Blvd in the City of South Lake Tahoe, CA more accurately described in Exhibit A, attached hereto and hereinafter incorporated by reference (“Premises”);

B. WHEREAS, the City desires to hire a Concessionaire to operate and provide winter program services for the public in the campground area (“Facility”) on the Premises (Premises shall include the Facility);

C. WHEREAS, Concessionaire has submitted a proposal pursuant to the RFP for Concession Services circulated by the City for winter program service at the Facility;

D. WHEREAS, Concessionaire has proposed opening and operating the winter programs at the Facility and has proposed a program for said concession (“Concession Service” or “Service”);

E. WHEREAS, Concessionaire has the skill and experience necessary to operate and provide Services at the Facility; and

F. WHEREAS, City is relying on Concessionaire’s expertise and skill to provide quality Services at 56 Acre Park to enhance the services offered to the public on the Premises.

AGREEMENT

Now therefore, in consideration of this Agreement, the mutual promises, covenants and stipulations hereinafter contained, the parties agree as follows:

1. Scope of Services. The City, in consideration of the payment of fees hereinafter specified to be paid by Concessionaire and of the covenants and agreements herein contained to be performed by Concessionaire, does hereby grant to Concessionaire the exclusive right to manage and operate and provide Services at the Facility for the purposes hereinafter specified. Concessionaire does hereby agree to use its best efforts, at all times during the Term of this Agreement, in order to manage and operate the Facility for the purposes hereinafter stated.
2. Use. Concessionaire's right to use the Premises, is nonexclusive, and Concessionaire and the City, its agents, employees and contractors shall have the right to enter the Premises for any purpose that does not unreasonably interfere with the rights granted to Concessionaire under this Agreement. Such purposes may include but are not limited to the City entering to: inspect the Facility; determine whether Concessionaire is complying with the Agreement; make repairs, alterations or improvements.

Concessionaire hereby acknowledges that it shall use its best efforts to fulfill the purposes of this Agreement at the Facility.

- a. Description of Use. Concessionaire's right to use the Facility shall be for the following purposes: (to be described more specifically based on proposal submitted)
 - i. Staging and implementation of winter program service to the public at the Facility;
 - ii. Service of winter program at the Facility;
 - iii. All other activities directly associated with such use.
 - iv. Concessionaire shall establish and set prices for programs to be provided at the Facility and/or sold pursuant to Concessionaire's program services and shall be substantially similar to the selections and corresponding prices set forth in Concessionaire's proposal to the City's RFP for Concession Services attached hereto and incorporated herein by reference as **Exhibit B**.
 - v. Unless otherwise approved by the City Manager or his designee, all other uses not consistent with this section shall be considered a breach of this Agreement, and shall give the City authority to immediately terminate this Agreement.

- b. Prior Encumbrances. This Agreement is subject to all easements, leases, liens, conditions, restrictions, encumbrances and claims of title which may affect the Premises. Concessionaire accepts the Premises in its present condition.
- c. Additional Services. Concessionaire shall not institute any additional services not described in Exhibit B without the prior signed, written consent of the City, which consent shall not be withheld unreasonably.
- d. Prices. Annually, the program prices may be reviewed by Concessionaire and/or the City to determine if certain prices need to be increased or decreased depending on market analysis, usage of services, and other criteria to be determined between the parties.
- e. Licenses, Permits, etc. Concessionaire represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Concessionaire to conduct and provide the services required of and set forth within this Agreement. Concessionaire represents and warrants to City that Concessionaire shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Concessionaire to conduct and provide the services required of and set forth within this Agreement. Concessionaire shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement.
- f. Promotion and Signs. Concessionaire shall not display and shall not permit any other person to display any signs whatsoever within or on the Facility or within or on 56 Acre Park without the prior signed, written consent of the City Manager or his designee, and without obtaining applicable City permits and approvals. Application for such consent shall show in reasonable detail the type, character, and size of any such sign Concessionaire desires to display.
- g. Sales and Rentals. City reserves the right to prohibit the sale, rental, or use by Concessionaire of any article or item which City regards as objectionable or beyond the scope of merchandise or equipment deemed necessary for proper services to the public pursuant to this Agreement.

h. Chemicals. No pesticides, herbicides, or fungicides may be used by Concessionaire on the Premises that are not approved in writing by City in advance of proposed use.

3. Term. This Agreement is granted for a term of three years beginning on the Effective date set forth above. The Agreement may be extended for three, one year renewals upon the mutual written agreement of the parties unless terminated earlier in accordance with section 7 of this Agreement.
4. Fees. Concessionaire shall pay to the City an annual fee based upon the percentage of all gross revenues generated from all of Concessionaire's activities set forth within this Agreement. Concessionaire shall calculate annual fee by providing written documentation summarizing the annual fee calculation; said written documentations shall include supporting documentation and materials demonstrating how the annual fee was calculated.

The Concessionaire shall provide the City Manager a sworn statement of annual gross revenues resulting from the operation of the Facility before October 1 of every calendar year until all Fees owed to the City, pursuant to this Agreement, have been satisfied.

- a. Gross Revenues. The term Gross Revenues as used herein shall include the total aggregate amount of the business done, sales made, rentals, deposits, commissions received, and services performed by Concessionaire in, on, or from the Facility for cash and on credit (it being understood that sales on credit are to be included in Gross Revenues whether or not payment is actually made to Concessionaire). Gross Revenues shall include those revenues generated from winter programs at the Facility, any sale of merchandise, and Concessionaire's rental services. Any transaction on an installment basis involving the extending of credit shall be treated as a sale for the full price at the time such transaction was entered into, irrespective of the time of payment or when title passes. No deduction shall be allowed for uncollected credit accounts and returned checks. 'Gross Revenues' shall not include: (1) the sales of any alcoholic beverages; and (2) the amount of any tax on sales from the Facility where such taxes are added to the selling price, stated separately, and paid by Concessionaire's customers, and remitted directly to the taxing authorities by Concessionaire. In the event merchandise is taken in trade, Gross Revenues shall mean the full price of the merchandise sold.

b. Late Payment. If any payment of the Fees owed to the City is not received by the City when due, Concessionaire shall pay to the City an additional sum of ten percent (10%) of the overdue Fee as a late charge, plus interest at a rate of twelve percent (12%) per annum, or the highest rate permitted by law, whichever is less. Acceptance of any late charge shall not constitute a waiver of Concessionaire's default with respect to the overdue amount or prevent City from exercising any of the other rights and remedies available to the City.

5. Records and Inspection. Concessionaire shall keep true and accurate books and records showing all of its income and expenses and business transactions in connection with the Facility in separate records of account in a manner reasonably acceptable to City, and City shall have the right through its representatives, and at all reasonable times, including any time during the one year period following the termination of the Agreement, to inspect such books and records, including, profit and loss statements, State of California sales tax return records, Federal and State income tax returns, and Federal and State payroll tax reports. These records shall be kept for a period of two years after termination of this Agreement. If such audit reveals that there is a deficiency in the manner Concessionaire maintains its records, Concessionaire shall immediately cure such deficiency and shall pay all City expenses incurred for such audit immediately upon demand by City. If such audit reveals that there is a deficiency in the payment of any Fee, then such deficiency shall become immediately due and payable together with interest thereon at the rate of twelve percent (12%), or the highest rate permitted by law, whichever is less, per annum from the past date due until paid and Concessionaire shall immediately pay for the costs of any audit by City if the audit reveals that Concessionaire either understated annual Gross Revenues by more than one half percent (0.5%) of the Gross Revenues for any year or underpaid the Concessionaire's Fees by greater than One Thousand Dollars (\$1,000.00). In the event that the City discovers a pattern of deficiency, this pattern shall constitute a default of this Agreement. Concessionaire shall pay the costs of all audited financial statements required by the City under this Agreement.

Any information obtained by City pursuant to the provisions of this Section 5 shall be treated as confidential, except in any proceedings between the parties hereto, and except further that City may divulge such information to a lender and/or to any person as required by law. The City is subject to the California Public Records Act and, if required by law, the City may disclose certain information.

6. No Partnership Formed. City is not, and shall not in any way or for any purpose become an agent, partner, or joint venturer of Concessionaire in its business or otherwise.

7. Termination. The City shall have the right to immediately terminate this Agreement at any time during the Term of this Agreement for any reason, upon 90 days written notice. Concessionaire shall be entitled to compensation for services performed up to the effective date of termination.

8. Ownership of Documents.
All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Concessionaire, its officers, employees and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Concessionaire for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Concessionaire or to any other party. Concessionaire shall, at Concessionaire's expense, provide such reports, plans, studies, documents and other writings to City upon written request.

9. Employees and Personnel. All persons employed and/or utilized in connection with the operation of the Facility, including all employees (part-time and full-time), volunteers, and agents shall be deemed employees of Concessionaire and not the City. Concessionaire shall ensure that all employees and/or persons utilized by Concessionaire for work relating to this Agreement are adequately trained for such purposes, shall be courteous, and shall be suitably and neatly attired so as to be recognizable as employees of Concessionaire. If in the reasonable judgment of City, any such person is incompetent, disorderly, discourteous, or otherwise objectionable, the City shall provide written notice from the City Manager to Concessionaire to advise Concessionaire of the behavior. Concessionaire shall devote his/her own time and attention to the conduct of the services to be rendered on and from the Facility and shall provide the City Manager with a response and the steps taken to address the City Manger's notice.
 - a. Concessionaire acknowledges and agrees that all persons employed by and/or utilized by Concessionaire will not be eligible for any City employee benefits and, to the extent Concessionaire's employees, volunteers or agents would otherwise be eligible for any City employee benefits of any kind but for the express terms of this Agreement, Concessionaire (on behalf of itself and its employees) hereby expressly declines to participate in such City employee benefits of any kind.

 - b. City is not required to make any deductions or withholdings from the compensation payable to Concessionaire under the provisions of this Contract, and is not required to issue W-2 Forms for income and

employment tax purposes for any of Concessionaire's assigned personnel. Any third party persons employed by Concessionaire shall be entirely and exclusively under the direction, supervision, and control of Concessionaire. Concessionaire hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

- c. Concessionaire shall ensure that all persons employed by and/or utilized by Concessionaire and who supervise minors, meet the provisions of the Public Resources Code, Section 5164. Concessionaire will require employees that have direct supervision over or conduct programs with minors, to be fingerprinted.
- e. At all times during the Term of this Agreement Concessionaire shall comply with the provisions of the California Labor Code relating to the employment of minors.

- 10. Operating Schedule. The Facility shall be operated seasonally (specific hours to be determined based on proposal submitted). There may be exceptions to regular operating hours as a result of inclement weather directly impacting business volume. The Facility shall be required to operate during the remainder of the calendar year, except when the Premises are closed, but may operate on a reduced or alternative schedule subject to the determination of the Concessionaire and agreement by the City. Concessionaire shall ensure that sufficient personnel are available to provide service in a business-like manner.
- 11. Special Events. Concessionaire may hold special events where Concessionaire has obtained any and all required permits, licenses and/or agreements from the City.
- 12. Quality of Concessionaire's Services. The Concessionaire shall conduct its operations in a business-like manner in accordance with this Agreement and shall not unreasonably interfere with the public's use of other areas of the Premises or infringe upon the normal method of operations of any parties authorized as of the date hereof to conduct business near the Facility.
 - a. The Concessionaire shall at all times control the conduct, demeanor, performance, and appearance of its officers, members, employees, agents, volunteers, independent contractors, subcontractors, representatives, customers, and patrons. The City reserves the right to reasonably request that the Concessionaire take all necessary steps

to correct the cause of such objection and if necessary, remove any person in the event that the steps to correct such objection are unsuccessful.

b. Concessionaire shall furnish good, prompt, efficient, and friendly service adequate to meet all reasonable demands therefor and to the satisfaction of the City. The City Manager may periodically evaluate Concessionaire's performance under the Agreement. As a result of these evaluations, the City Manager may reasonably request Concessionaire to modify its operation so as to furnish good, prompt and efficient service.

c. The Concessionaire shall not conduct any business or activity not specifically authorized by this Agreement, unless approved by the City Manager.

13. Independent Contractor. It is understood and agreed by the parties that Concessionaire, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City.
14. Professional Ability of Concessionaire. City has relied upon the professional training and ability of Concessionaire to perform the services hereunder as a material inducement to enter into this Agreement. Concessionaire shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Concessionaire under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Concessionaire's field of expertise.
15. Compliance with Laws. Concessionaire shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Concessionaire shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Concessionaire to comply with this section.

In the event it is determined that the Concessionaire is required to pay prevailing wages for the work performed under this Agreement, the Concessionaire shall pay all penalties and wages as required by law.

15. Indemnity. CONCESSIONAIRE, AS A MATERIAL PART OF THE CONSIDERATION TO CITY, HEREBY ASSUMES ALL RISK OF DAMAGE OR LOSS TO THE FACILITY INCLUDING, BUT NOT LIMITED TO, CITY'S EQUIPMENT, FURNITURE, OR OTHER PROPERTY IN THE FACILITY AND , PROPERTY DAMAGE, INJURY OR DEATH TO PERSONS IN, UPON OR ABOUT THE FACILITY, AND CONCESSIONAIRE HEREBY WAIVES ALL CLAIMS AND RECOURSE AGAINST THE CITY, INCLUDING THE RIGHT TO CONTRIBUTION FOR LOSS OR DAMAGE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGES TO PROPERTY, WHETHER THE PERSON OR PROPERTY OF CONCESSIONAIRE, ITS AGENTS OR EMPLOYEES, OR THIRD PERSONS ARISING FROM ANY CAUSE, EXCEPT CLAIMS ARISING FROM THE SOLE GROSS NEGLIGENCE OR SOLE WILLFUL MISCONDUCT OF CITY, ITS OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES. THE PROVISIONS OF THIS ENTIRE SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

Concessionaire hereby agrees that City shall not be liable for injury to Concessionaire's business or any loss of income therefrom or for damage to the property of Concessionaire, or injury to or death of Concessionaire, Concessionaire' employees, invitees, customers, agents or contractors or any other person, whether such damage or injury is caused by fire, steam, flood, electricity, gas, water or rain, or from the breakage, leakage or other defects of sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising upon the Facility, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Concessionaire, except damage or injury caused solely by City's gross negligence or willful misconduct.

Concessionaire shall indemnify, hold harmless, and defend the City, and its officers, directors, agents and employees (each of which is an indemnitee) from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses, including attorneys' fees, penalties, judgments or obligations whatsoever for or in connection with injury (including death) or damage to any person or property or pecuniary or monetary loss resulting from, arising out of, or in any way related to activity conducted by Concessionaire, including, but not limited to, Concessionaire's development, construction, occupation, use, operation, or maintenance of the concession, Facility, or any facilities, including events occurring on the Facility regardless of how the injury or damage was caused or suffered unless the injury or damage resulted from the sole gross negligence or willful misconduct of City, its officers, directors, agents, or employees.

City shall have no responsibility to safeguard the equipment and property of Concessionaire or any of its invitees. City shall have no responsibility to

safeguard or protect the Concessionaire, or its employees, agents, officers, directors, or any of its invitees from bodily injury (including death) or personal injury.

In the event a claim is made against City or City is named a co-defendant in any action, arising out of, or in any way related to activity conducted by Concessionaire, Concessionaire shall immediately notify City of such fact and, at City's option, shall either retain legal counsel to represent City in such action at Concessionaire's sole expense or reimburse City for City's litigation costs, expenses, and attorney' fees in undertaking its own legal representation.

In the event a claim is made against both City and Concessionaire for the joint and several liabilities of City and Concessionaire, the determination as to the apportionment of liability between City and Concessionaire shall be made by the judge in a court of competent jurisdiction. Neither City nor Concessionaire shall request that the apportionment of liability be determined by a jury.

Notwithstanding the apportionment of liability between City and Concessionaire, Concessionaire shall nevertheless be responsible to indemnify and hold harmless City as fully set forth above, unless the court determines that the injury or damage resulted from the sole gross negligence or willful misconduct of City, its officers, directors, agents, or employees.

- a. Waiver. The Concessionaire hereby waives any claim against the City, its officers, directors, agents, or employees for damage or loss caused in connection with or as a result of any suit or proceeding directly or indirectly attacking the validity of this Agreement or any part thereof or as a result of any judgment or award in any suit or proceeding declaring this Agreement null, void, or delaying the same or any part thereof from being carried out.

16. Insurance Requirements.

- a. Concessionaire, at Concessionaire's own cost and expense, shall procure and maintain, for the duration of the Agreement, the following insurance policies.
 - i. Workers' Compensation Coverage. Concessionaire shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Concessionaire shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of

the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City at least thirty (30) days prior to such change. Concessionaire shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Concessionaire for City.

ii. General Liability Coverage. Concessionaire shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Fire and Property Coverage. Concessionaires shall maintain fire and property insurance on all improvements and equipment owned by the Concessionaire. Standard Fire Insurance with extended coverage and vandalism and malicious mischief endorsements thereon, on all improvements owned by the Concessionaire, placed or constructed upon the Facility by Concessionaire, in an amount equal to ninety percent (90%) of the full replacements cost thereof, and insuring the interests of the City and the Concessionaire as same shall appear. Concessionaire and City agree, to extent permissible, that they will waive their rights to subrogate fire damage. The policy shall contain a special endorsement that such proceeds shall be disbursed and used to repair or rebuild and such improvements so damaged or destroyed (if such course of action is required by this Agreement.)

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under Concessionaire's General Liability and Automobile Liability policies with respect to liability arising out

of this Agreement and/or work performed by or on behalf of the Concessionaire, including materials, parts or equipment furnished in connection with such work or operations.

- ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by City, including any self-insured retention City shall be considered excess insurance only and shall not contribute with it.
 - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Concessionaire.
 - iv. The insurer waives all rights of subrogation against City its elected or appointed officers, officials, employees or agents and City shall be provided with evidence of such waiver.
 - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.
 - vi. No policies of insurance carried by Concessionaire shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City Attorney by Certified Mail.
- c. Deductibles and Self-Insured Retentions. The Concessionaire shall be responsible for all deductibles in all of Concessionaire's insurance policies. The amount of deductibles for insurance coverage required herein shall be reasonable.
- d. Certificates of Insurance. Concessionaire shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Concessionaire shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Concessionaire allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

17. Facilities and Equipment Provided by City. City and Concessionaire have jointly inspected the Facility prior to execution of the Agreement, and Concessionaire agrees that they have performed tests as they determined in their sole discretion to determine the condition of the Facility. The Parties agree that all improvements appurtenances and equipment existing on the Facility as of the Effective Date of this Agreement or installed by the City during the Term of this Agreement shall remain on the Facility for use by the Concessionaire in accordance with and subject to the limitations set forth in this Agreement. Concessionaire acknowledges and agrees that the Facility is in good and tenantable condition. Concessionaire has determined that the Facility is acceptable for Concessionaire's use, and Concessionaire acknowledges that City has not made any representations or warranties in connection with the physical condition, improvements, structures or appurtenances of the Facility or their fitness for Concessionaire's use upon which Concessionaire has relied directly or indirectly for any purpose. All improvements, structures, and fixtures are provided to Concessionaire without warranty of any kind including, without limitation, implied warranties of merchantability and fitness for a particular purpose.
18. Facilities and Equipment Provided by Concessionaire. Concessionaire shall provide, at its own expense, the following equipment for execution of its duties under this Agreement: (details inserted from Proposal)
 - a. All equipment necessary to adequately satisfy the purposes of this Agreement;.
19. Concessionaire's Maintenance Obligations. Concessionaire agrees to maintain in good order and repair and in a clean and safe condition any and all concession structures, facilities, improvements, and equipment at the Facility, at Concessionaire's sole cost and expense, during the entire Term of this Agreement.
 - a. Concessionaire expressly agrees, at its own cost and expense, to maintain and operate all of the Facility in a clean, safe, wholesome, and sanitary condition free of trash, garbage or obstructions of any kind and in compliance with any applicable laws, rules or regulations of any governmental authority having jurisdiction over the Facility. Concessionaire shall remedy without delay any defective, dangerous, or unsanitary conditions.
 - b. Concessionaire shall perform all required general maintenance and upkeep of the Facility. General maintenance shall not include work relating to the foundation and the roof or work relating to electrical,

plumbing, and mechanical requirements. Prior to conducting any required general maintenance, Concessionaire shall inform the City's Parks and Recreation Director, in writing, of its intention to conduct general maintenance, and provide a detailed description of the maintenance to be performed.

- c. Concessionaire shall repair any area damaged by Concessionaire, Concessionaire's agents, employees, invitees and visitors whether through active or passive negligence. Should Concessionaire fail, neglect or refuse to do so, the City shall have the right, but not the obligation, to perform such maintenance or repairs for the Concessionaire's account, and the Concessionaire agrees to promptly reimburse the City for the cost thereof (plus an additional twenty percent (20%) for overhead), provided, however, that the City shall first give Concessionaire ten (10) days' written notice of its intent to perform such maintenance. City shall not be obligated to make any repairs to or maintain any improvements on or at the Facility unless otherwise required by this Agreement.
- d. Concessionaire agrees to assist City staff to secure all restrooms on at 56 Acre Park Premises and shall ensure that all restrooms are locked and secured at the time of closure of the Facility each evening. Concessionaire also agrees to advise the City of any necessary maintenance or damage to the restrooms.

City reserves the right of entry for its employees and agents to inspect the Facility as deemed necessary by City, and the right (but not obligation) to do any and all work of any nature necessary for preservation, maintenance and operation of the Facility. Concessionaire shall be given reasonable notice when any such work may become necessary and will adjust concession operations to permit City to proceed expeditiously with such work. City shall not be liable to Concessionaire for injury or damage that may result from any defect in the construction or condition of the Facility, nor for any damage that may result from interruption of Concessionaire's use of the Facility during any repairs by City. Concessionaire waives any right to repair the Facility at the expense of City under any applicable law.

20. Title to Improvements. Concessionaire hereby acknowledges the title of City in and to the Facility described in this Agreement, including real property improvements existing or erected thereon, and the Fixtures (as defined below), and hereby covenants and agrees never to assail, contest, or resist said title. Subject to the following paragraph, upon expiration or termination of this Agreement, any alterations to the Facility or to any structures located thereon, and all fixtures, including, without limitation, restrooms, and arenas

(collectively, the 'Fixtures'), shall remain upon the Facility and be surrendered to and become the property of the City. All fixtures, appurtenances or alterations installed by Concessionaire must be approved by the City before installation.

21. Safety and Environmental Matters.

In order to insure the safety of the public, these safety precautions will be followed at all times; (1) Smoking will be strictly prohibited on the Facility and the surrounding area, and (2) All injury accidents shall be reported to the City Manager within twenty-four (24) hours.

- a. Fire Protection. Concessionaire shall take all necessary precautions to prevent fire in or about the Facility, and Concessionaire shall carefully observe all rules of City relative to fire prevention. Concessionaire shall maintain the existing onsite water storage for fire prevention as may be specified or required by the City of South Lake Tahoe Fire Department, El Dorado County, or any other agency having jurisdiction to regulate fire prevention measures at the Facility.
- b. Hazardous Substances. No goods, merchandise, or material shall be kept, stored, or sold in or on the Facility which are in any way explosive or hazardous; and no offensive or dangerous trade, business, or occupation shall be carried on therein or thereon, and nothing shall be done on the Facility, other than as is provided for in this Agreement, and no machinery or apparatus shall be used or operated on the Facility which will in any way injure the Facility or adjacent buildings. Gasoline and other flammable material shall be stored, handled, and used by Concessionaire as required by present or future regulations and laws.
- c. Concessionaire represents and warrants to City that Concessionaire will not permit its employees, agents, contractors or invitees to generate, store, release, treat or dispose of any Hazardous Materials on, under or about the Facility, except in accordance with all applicable hazardous substance laws (as defined below). Concessionaire shall indemnify, protect, defend (by counsel acceptable to City) and hold harmless City, its officers, employees, successors and assigns (individually and collectively, "Indemnitees") from and against any and all claims, judgments, causes of action, damages, penalties, fines, taxes, costs, liabilities, losses, and expenses arising at any time during or after the Term as a result (directly or indirectly) of or in connection with (a) Concessionaire and/or Concessionaire's agents, employees, invitees, or contractors breach of any prohibition or provision of the preceding sentence, or (b) the

presence of Hazardous Materials (as defined below) on, under or about the Facility or other property as a result (directly or indirectly) of Concessionaire's and/or Concessionaire's agents, employees, invitees, or contractors activities, or failure to act, in connection with the Facility. This indemnity shall include the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, whether such action is required or necessary prior to or following the termination of this Agreement. Neither the written consent by City to the presence of Hazardous Materials on, under or about the Facility, nor the strict compliance by Concessionaire with all hazardous substance laws, shall excuse Concessionaire from Concessionaire's obligation of indemnification pursuant hereto. The provisions of this section will survive the expiration or termination of this Agreement.

- d. For purposes of this Agreement the term 'Hazardous Materials' includes, but is not limited to, substances defined as 'hazardous substances,' 'hazardous materials,' or 'toxic substances' in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et. seq.; and those substances defined as hazardous, toxic, hazardous wastes, toxic wastes, or as hazardous or toxic substances, including, but not limited to, petroleum and petroleum by-products, by any law or statute now or after this date in effect in California; and in the regulations adopted and publications promulgated pursuant to those laws ("Hazardous Substance Laws").

22. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of South Lake Tahoe
 City Manager
 1901 Lisa Maloff Way
 South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
 City of South Lake Tahoe
 1901 Lisa Maloff Way, Suite 300
 South Lake Tahoe, CA 96150

If to Concessionaire: (insert)

23. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Concessionaire. Assignments of any or all rights, duties or obligations of the Concessionaire under this Agreement will be permitted only with the express written consent of the City Manager. Concessionaire shall not voluntarily or by operation of law assign, transfer, sublet, or otherwise transfer or encumber all or any part of Concessionaire's interest in the Agreement or in the Facility, without City Manager's prior written consent, which may be granted or denied in City's sole discretion, which shall not be unreasonable withheld. If City consents to such assignment, Concessionaire shall be fully responsible to City for all acts or omissions of the assignee. Nothing in the Agreement shall create any contractual relationship between City and the assignee nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such assignee other than as otherwise required by law.

Nothing in this Agreement prohibits Concessionaire from contracting for services at the Facility. Examples of such services include equipment and food vendors, training, etc.

24. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement. No delay, failure or omission of City to re-enter the Facility or to exercise any right, power, privilege, or option or be accrued shall impair any such right, power, privilege, or option or be construed as a waiver of such default or a relinquishment of any right or acquiescence therein.
25. Taxes. Concessionaire shall pay when due all taxes levied on personal property used or maintained upon the Facility and shall pay any possessory or use tax that may be levied in connection with use of the Facility. Concessionaire agrees to indemnify and save City harmless from all taxes whatsoever arising out of or in any way connected to the operations conducted by Concessionaire upon the Facility.
26. Payment of Debts; No Liens. Concessionaire shall promptly pay all debts incurred by it for materials, supplies, equipment, merchandise or services used in or about or in connection with its business or operations, and the wages and salaries and payroll taxes of all employees employed thereon. Concessionaire shall permit no liens to be levied upon or to attach to the Facility used by it in

the performance of this Agreement. Concessionaire shall pay before delinquency all license fees, taxes, and assessments imposed, levied or assessed upon items or upon any property used by Concessionaire in the performance of this Agreement or upon Concessionaire's possessory interest therein, upon Concessionaire's business or activity conducted hereunder or Concessionaire's right to conduct same, or based upon the proceeds of such business or activity. If any lien is filed, Concessionaire shall cause such lien to be released and removed within ten (10) days after the date of filing, and if Concessionaire fails to do so, City may take such action as may be necessary to remove such lien and Concessionaire shall pay City such amounts expended by City.

27. Default. The occurrence of any one or more of the following events shall constitute a material default ('Default') of this Agreement by Concessionaire.
- a. The violation of any provision, term or requirement of this Agreement.
 - b. The abandonment, vacation, or discontinuance of operations on the Facility for more than one day unless discontinuance of operations has been previously approved by the City in writing. Abandonment or discontinuation by Concessionaire of operations hereunder. "Discontinuance" shall mean any closing (other than a scheduled closing or closing necessitated by acts beyond the control of the Concessionaire) or failure to provide all services or amenities for thirty (30) consecutive days or more. "Abandonment" shall mean an implied or express repudiation or renunciation of any operations under this Agreement or any material part thereof, subject to the renovation and refurbishment authorization provided for in this Agreement.
 - c. The failure of Concessionaire to make any payment of Concession Fees or any other payment required to be made by Concessionaire hereunder, after ten (10) days written notice from City of non-payment.
 - d. The interest of Concessionaire in the Agreement is assigned, transferred, passes to, or devolves upon, by operation of law or otherwise, to any other person, firm, or corporation without the prior written consent of the City.
 - e. The failure to maintain the Facility and the improvements constructed thereon in a state of repair required by this Agreement, and in a clean, sanitary, safe condition, where such failure continues for more than ten (10) days after written notice from the City for

correction thereof. Nothing herein shall prohibit the City from requiring that safety and health conditions shall be corrected in accordance with the requirements of the Uniform Building Code or Uniform Fire Code, as may be adopted by the City from time to time.

- f. Deterioration of service for any period which materially and adversely affects the operation or service required to be performed by Concessionaire under the Agreement which is not corrected within thirty (30) days after written notice from the City for correction thereof; and the failure to maintain service standards thereafter.
- g. The failure of Concessionaire to be in compliance with local, state and federal law.
- h. The filing of a voluntary petition in bankruptcy by Concessionaire, the adjudication of Concessionaire as bankrupt, the appointment of any receiver of Concessionaire's assets, the making of a general assignment for the benefit of creditors, and/or a petition or answer seeking a reorganization of Concessionaire under the federal bankruptcy laws or any other federal or state laws.
- i. Concessionaire's misrepresentation or inaccuracy of facts in its required forms, documents, and submittals required as part of this Agreement or in the submittals in the solicitation and selection of a Concessionaire to perform the services under this Agreement.
- j. The filing of any lien or stop notice on account of Concessionaire where such lien/notice is not removed or enjoined and/or a bond for satisfaction of such lien is not posted within ten (10) days.
- k. The failure of Concessionaire to operate in the manner required by this Agreement, or Concessionaire's breach of or default under any provision of this Agreement not otherwise specified above, where such failure or default continues for more than fifteen (15) days after written notice from the City to correct the condition specified.
- l. The discovery of any material fraudulent statement in the Concessionaire's proposal leading to award of this Agreement, within three (3) years from the Effective Date, which significantly affects the Concessionaire's qualifications to perform under the Agreement following notice by the City Manager.
- m. If a Principal or Owner of Concessionaire has been found guilty of, regardless of final adjudication, or a plea of nolo contendere to, any

illegal conduct or activity which (i) is customarily considered to be a "white collar crime" such as, fraud, embezzlement or misappropriation of funds, or (ii) involves an act of moral turpitude, or (iii) which results in a felony conviction, unless Concessionaire has demonstrated to the satisfaction of the City within fifteen (15) days after adjudication of said Principal or Owner that action is being diligently taken to remove said Principal or Owner from any aspect of the business' operation pending an appeal of the conviction and, in not even shall such removal take longer than One Hundred Twenty (120) days. For the purposes of this section, the term "moral turpitude" shall mean conduct or acts that tend to degrade the Principals or Owners in society or bring them into public hatred, contempt, scorn or ridicule, or that will tend to shock, insult or offend the community or ridicule public morals or decency or harm the image of the City by virtue of its association with the facility.

28. Remedies. In the event of a Default by Concessionaire, City may:
- a. Terminate this Agreement in accordance with section 7, in which case Concessionaire shall immediately surrender possession of the Facility and all City owned-Improvements and Equipment to City.
 - b. Take possession of the Facility as the agent and on account of Concessionaire, and if it so elects may license or rent the whole or any part of the Facility for the balance or any part of the term of this Agreement and retain any license fees received and apply the same in payment on account of Concessionaire. The performance of any or all of said acts by City shall not release Concessionaire from the full and strict compliance with all of the terms, conditions and covenants of this Agreement on Concessionaire's part, and Concessionaire shall pay any deficiency that may exist after deducting any license fees received, if any.
29. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached the parties agree to select a mediator and submit the dispute to mediation. Both parties shall equally share in the cost of mediation.
30. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.
31. Prohibited Interests. Concessionaire warrants that it has not paid nor has it agreed to pay any person or entity, other than a bona fide employee working

solely for Concessionaire or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

32. Equal Opportunity Employment. Concessionaire represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age.
33. Drug-Free Workplace Certification. By signing this Agreement, Concessionaire hereby certifies under penalty of perjury under the laws of the State of California that the Concessionaire will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free work place by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).
 - b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance program; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.

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

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

Concessionaire also agrees to participate in and make itself available for (1) training by City staff regarding ADA accessibility at the Facility and surrounding premises, and (2) a walk-through with City staff prior to commencing operations to the public pursuant to this Agreement. At said walk-through, City staff may require changes to the layout and plans for food service at the Facility, and Concessionaire agrees to comply with and make such changes as recommended by City staff.

35. Amendments. This Agreement may be modified or amended only by a written document executed by both Concessionaire and City and approved as to form by the City Attorney.
36. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
37. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Concessionaire. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
38. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
39. Time is of the Essence. Time is of the essence for this Agreement.
40. Authority to Enter Agreement. Concessionaire has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
41. Advice of Counsel. Each party hereto has been provided full opportunity for review of this Agreement by legal counsel. Therefore no presumption or rule

that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

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

CITY OF SOUTH LAKE TAHOE:

CONCESSIONAIRE:

By _____
Mayor,

By _____
Name, Title
Business License # _____

APPROVED AS TO FORM:

By _____
City Attorney

ATTEST:

By _____
Susan Blankenship, City Clerk

Attachments:

- Exhibit A – Description of the Premises
- Exhibit B - Concessionaire Proposal

EXHIBIT A

DESCRIPTION OF PREMISES

The Facility is located at 1150 Rufus Allen Blvd in the 56 Acre Park which is located in the City of South Lake Tahoe, CA on El Dorado County Assessor Parcel Number 26-050-05

Site Location: **1150 Rufus Allen Boulevard**
South Lake Tahoe, CA 96150
Lat/Long: 38° 56' 38.55" / 119° 58' 28.29"



August 20, 2021

Joe Irvin, City Manager
1901 Lisa Maloff Way
South Lake Tahoe, Tahoe, CA 96150

RE: Response to Request for Proposals for Winter Concessionaire for City of South Lake Tahoe
56-Acres Park (RFP 2021-08-06)

Dear Mr. Irvin:

On behalf of Shearer Activities, Inc., please consider the attached proposal in response to the City issued Request for Proposals for Winter Program Concessionaire for South Lake Tahoe 56-Acre Park (RFP 2021-08-06).

The intent of our proposal is to begin a public-private partnership that will benefit both parties, the local citizenry and visitors. We believe an applicant must be truly local to create a family-oriented winter outdoors experience within the 56-acre park. As business owners we are deeply rooted and committed to this community. We have raised our family here and successfully operate several local businesses over the last 25-years. Our community involvement, and as owners of multiple local businesses, uniquely positions us to provide both creative recreational programs and concession services for a world-class winter wonderland experience, in South Lake Tahoe.

We have successfully operated the same and similar types of businesses for over 30-years. This includes facility management, operations and maintenance for several year-round retail outlets, snow play, tubing and skiing areas for the general public. Over many years of operating these local businesses we have developed the skills necessary to build and successfully manage a team capable of implementing an ongoing project of this magnitude.

Therefore, we are proposing to provide a world class family-oriented winter recreational experience for families and visitors alike. Listed below is a list of the new proposed and exciting winter recreational features;

Marque Entryway/Lite Christmas Tree Walk
Center Concessionaire Area
Snow Tubing
Electric Snowmobiling (Future Activity)

Children's Play Area
X-Country/Snowshoeing Track
Horse Drawn Sleigh Rides

We hope you find our proposal intriguing! Please know we are excited and look forward to working with the city for the betterment of our community. Thank you in advance for your consideration.

Sincerely,

John Shearer, President
Shearer Activities, Inc.
900 Ski Run Boulevard, Suite 101
South Lake Tahoe, California 96150

Request For Proposals for Winter Program Concessionaire
For South Lake Tahoe
56 Acres Park (RFP 2021-08-06)
City of South Lake Tahoe



Response prepared by:

John Shearer, President
Shearer Activities, INC.
900 Ski Run Boulevard
South Lake Tahoe, California 96150

August 20, 2021

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I. Experience, Background and Qualifications:

As detailed below, the overall depth and breadth of our team's knowledge and experience as community residents and business owners means we are truly committed to this community. We will operate a compliant business with strict adherence to regulations, industry standards and industry best practices.

Our proposal addresses:

- Ability to complete implementation of the project within a mutually agreed upon and satisfactory time frame.

Owner's John and Shannon Shearer, have successfully operated both "same" and "similar" types of seasonal businesses for our local residents and visitors. The businesses we describe below demonstrate our commitment to providing exceptional CUSTOMER-FOCUSED services. Every season we continue to serve tens of thousands of people who are looking for a quality outdoor experience.

Experienced in the "Same" Type of Business:

1. Tahoe Snowmobiles – Snowmobile and tubing rental business. We currently operate at two separate locations. The Lake Tahoe Golf Course is our first location, which has continually operated for 15 years. Our second location started at the Edgewood Golf Course driving range, which we quickly grew out of. Therefore, we completely moved our operations to the corner of State Hwy 50 and Lake Parkway.

Over the last seven years we designed and built snowmaking infrastructure allowing us to operate for the entire winter season. The new location now operates a ½ mile snowmobile track and 4 tubing hills.

We employ over 30 employees between the 2 locations. Our operations consist of 50 snowmobiles, 100 snow tubes, 3 snowcats and 14 snow making guns.

2. Winter Wonderland Ski Shop - Family owned since 1969. Winter Wonderland was the third ski shop to be built in South Lake Tahoe! We offer basic, performance, and demo ski and snowboard packages. We also provide a full-service tune and repair shop.

Experienced in "Similar" Type Business:

3. Tahoe Sport Fishing - Tahoe Sport Fishing is the only fishing fleet on Lake Tahoe with 8 Coast Guard Certified Vessels. Our vessels range in size from 30 to 45'. We take up to 15,000 guests annually. Open year-round catching Lake Trout Mackinaw, Kokanee Salmon, Browns, and Rainbows. We depart from Ski Run Marina (year-round) and Zephyr Cove Marina (seasonal).
4. Lake Tahoe Boat Company - We are a full-service marine center located in South Lake Tahoe, CA. From basic maintenance and major upgrades to winterizing and storage facilities, we do it all. We are also a Mastercraft, Formula, Chris craft, and Zodiac Dealer, along with Yamaha and Mercury Outboard engine Dealer.

5. Shearer Developments, LLC - This business involves several rental income properties. There are three properties with a total of eight units, all located within the city of South Lake Tahoe. The Shearer's acquired these property as a resource to attract a highly qualified workforce, while also solving housing issues for their employees.

6. Marine Research and Education (MRE) - MRE provides watershed education to students grades K-12. We hope to help build a new generation of environmental stewards who thoughtfully and sustainably enjoy the natural world. Classes consist of highly interactive educational activities occurring on land and then moving to a water craft that takes them out onto Lake Tahoe. For many of these children it is a first time on a boat, much less on Lake Tahoe.

Students learn lake ecology and specific mitigation activities they can take to help improve the health of lakes and streams in the basin. MRE also works with water scientists to monitor Lake Tahoe and provide important, on-going data about the health of Lake Tahoe. MRE has an IRS 501(c) designation.

Additionally, the Shearer's over time have developed an exceptional working relationship with many of the tourist core business. For many years we have provided luxury cruises for their VIP clientele. We continue those partnerships based on our ability to meet contractual obligations and exceptional services.

Should we be awarded an Agreement, we would immediately create a new business entity solely to facilitate this proposal. This new entity would be essential for site control, operations and financial reporting.

Service philosophy

Consistent with our representation, customer service is a priority for our businesses. We expect all of our employees to treat customers with kindness and honesty. While we won't tell our employees that the customer is always right, we do expect our employees to treat everyone with respect.

Speed

Most customers don't want to spend a ton of time checking out or deciding what to buy. They expect questions to be answered quickly and where they first go for information.

Authenticity

Customers want no games, no gimmicks, and no fine print. They want straight answers and straight talk. We use real time availability for our bookings which our customers can see. Often, they like double checking with us. Be transparent and friendly when entertaining these questions.

Care

Customers want to be treated like human beings. Just like us, they have feelings and emotions. We all have bad days, but making sure the customer doesn't see them is essential.

Knowledge

While most of our customers are new, we do have returning customers. While you won't remember everyone, we encourage you to treat everyone as a returning guest. Our customers will more than likely remember you, so we want to leave everyone with a good impression.

Availability

Customers will always reach out when it is convenient for them, not you. They often do not care about operating hours. While we do not respond outside of office hours, we expect timely responses during them.

Ease of Use

People don't like to follow directions or read. We have made our online booking, website and web chat very user friendly, but questions do arise. Please be patient with any questions that arise from potential customers.

Immediacy

Customers want it now or want to have it locked in now for a later time. Our booking system sends out automatic reminder text messages. We give reminder calls to all of our fishing customers.

Reception

Customers love to talk. Listen to them and do something with the information they tell you. Ask questions one at a time. Listen to their answers. Customers like feeling special.

One Stop Shopping

Customers want their questions answered by one person. They don't want to jump from person to person. If you don't know the answer, ask them to wait while you find out. Only get another person involved if you need to escalate the situation to a manager.

Good Design

Customers appreciate a good design, even if they don't tell you. Customers will never hesitate to tell you when they don't like something. Try to encourage other teammates when you realize something works well for our guests.

Problem Solving

When something does go wrong, solve it quickly. Will you be able to please everyone? No. But let them know that you are listening and understanding what they are saying. Always bring in a manager for issues.

Experience and expertise of staff

The Shearer's believe their greatest asset is their employees. Our local hiring preference, wages and benefits, coupled with meaningful employment opportunities, all exemplify their core values. To further exemplify our commitment to the community, we are committed to hiring 100% of its employees from the South Lake Tahoe area.

Our employment practices include; a commitment to 100% local hiring, inclusionary recruitment, wage and benefit, implementation of our workforce development plan, employee mentorship and advancement. Our family-oriented work atmosphere stems from us clearly and regularly communicating with each and every employee our expectations. This focus has been another key to our unparalleled success.

We believe that a code of conduct is another example of our commitment to ensure employees are successful. Below is a copy of our current Code of Conduct:

Code of Conduct - Employee Handbook

- You are to be clean and presentable for work each day.
- You are to treat customers and other employees with respect and consideration at all times.
- You are not to swear during work, especially in the presence of customers.
- You are expected to show up on time for your scheduled shift.
- You are expected to work on holidays.
- You are responsible for your own time management including clocking in and out each day.

During the winter season, we typically utilize a workforce of approximately 50 to 70 employees. During the summer seasonal we typically utilize a workforce of approximately 40 to 50 employees. Positions range from supervisory positions to attendances and greeters. We estimate that approximately 50 percent of our employees stay with us and continually work season after season. Because our seasonal operations run back-to-back, we are truly operating on a year-round basis.

We also believe that the work environment we have created can be the beginning of career rather than simply a job. No matter the season, or the business, employees seeking a sense of success and advancement have a myriad of mobility opportunities within our organization.

· *Size of Concessionaire's company, financial strength, and stability*

Time has been the best measure of our success and financial sustainability. Over time, our business model has proven to work. Our family businesses have grown from our ability to adjust to market demands, create new businesses and new employment opportunities through these customer-focused businesses.

Through the successful operations of each of these business over the years, the Shearers have developed the organizational capacity and competence to orchestrate a world-class winter wonderland experience for our locals. We share a similar commitment to providing affordable outdoor recreation experiences for our locals and visitors.

On an annual basis Shearer Activities, Inc., is committed to preparing an annual year-end operational and financial report. That report is to be submitted to the City of South Lake Tahoe. We are also committed to the annual financial report under the auspices of the generally accepted accounting principles. We would also propose that all reporting obligations be clearly delineated in the Agreement.

· *Cost and quality of services*

Our goal is an outdoor experience geared toward the family and is affordable for locals!

We constantly monitor industry trends and patterns to ensure we are delivering the best product at the right cost in our Tahoe marketplace. We are always trying to balance business expenses with the direct cost of services. Therefore, we have adopted a cost-of-service strategy with our locals in mind.

For example, with proof of residence, a local who owns their own skiing or snowshoeing equipment may access the groomed facility at no cost to them. Unfortunately, we cannot make the same offering for snow tubing equipment. We have learned through direct experience that personal tubing equipment often breaks and is left behind for us to clean-up. We also believe that personal tubing equipment does cause unnecessary liability exposure for the vendor and our partners.

We also know that many locals walk (with their dogs) through the park daily and we have no interest or intent to create any disruption to their constitutional. We do expect them to clean up after their dogs. There will be areas that are off limits to ensure no disturbance to our operations.

If tourist or locals need equipment, they could rent the necessary equipment at a fair market cost, at our concession operations. Because we have been operating the same type of business, we already have a good idea of what equipment and quantities will initially be needed for immediate public consumption.

We have raved about the quality service we provide! Part of that positive experience is also based on the equipment rental. We have a system in place to regularly evaluate our equipment. The higher end equipment we provide must also be an integral to the overall outdoor experiences. Our equipment is always in tip-top working order, otherwise it will not be available to the public.

II. Proposed Concession Plan:

We live where people vacation!

With this proposal, we see the beginning of a long-term partnerships that will be a community benefit. Our proposed vision for this facility is intended to be a starting point leading to a win-win situation for all. We believe our local presence allows us to propose innovative and creative recreational programming and concession services to enhance and compliment winter recreational opportunities for residents and visitors to South Lake Tahoe.

Concept and Theme Development

We started with a goal of developing a coordinated and connected site plan. We wanted a central gather place, and marquee entryway, access to parking, and active/passive winter recreational opportunities. As that vision evolved, we also reviewed the Bijou/Al Tahoe Community Plan and other regulatory documents to ensure consistency. We found that our proposal is consistent with the following Bijou/Al Tahoe Community Plan policy statements:

(1) RECREATION GOAL: It is the goal of the Bijou/Al Tahoe Community Plan to preserve and enhance the high-quality recreational experience within the CP area.

Objective 1: Increase the family oriented active and passive recreational opportunities to serve local residents as well as visitors.

Policy C: Provide a greater variety of sporting facilities in the "Government Center" District (CSLT Recreation Complex, Campground by the Lake, Lake Tahoe Community College, etc.), while maintaining those that are existing. Review the possibility of expanding the CSLT Parks and Recreation facilities located on Rufus Allen Boulevard. Additional outdoor uses (volleyball courts, horseshoe pits, picnic

tables/eating areas, ice skate rink, etc.) would be an asset, when provided in conjunction with the existing uses at the complex.

Policy E: Establish a Special Events Area in the vicinity of Campground by the Lake/CSLT Parks & Recreation Complex (within the 55-acre site, excluding the areas designated as scenic corridor) to encourage large activities which provide entertainment appealing to both residents and visitors.

Objective 7: Encourage coordinated public recreation opportunities in the "Government Center" District.

Policy B: In addition to providing recreation amenities to the vast number of visitors, it must also be remembered and emphasized that a large number of permanent residences, including low-cost housing, exists in the densely populated surrounding areas of the Bijou/Al Tahoe Community Plan, and the recreation facilities should be maintained and expanded to address the needs of the local citizens.

We also wanted to make sure that any of the recreation features we were proposing would not cause any environmental damage to the park. We hope that it will be noticed that the majority of the activity areas are sited to best utilize existing infrastructure and hard coverage. This is clearly viewed on the map provided as part of the response to a later Section.

We are proposing the following activities to activate this wonderful outdoor environment. Please find the pictorial representations as merely illustrative.

1. Marque Entryway/Lite Christmas Tree Walk:

For the first year of operations, we propose to create a festive marque entryway. This visually attractive feature would direct patrons to the parking area and center concessions from State HWY 50. Shearer Activities, Inc., has been working with another local business (TAG Associates) to provide on our behalf this integral recreational feature. We and TAG Associates are excited about this opportunity.

In future years we intend to expand this concept. We see patrons taking a night time stroll through our lite walkway. The walkways weave their way through the park, through old growth trees, in and out of snowy areas, leading up to some of the most spectacular views in Tahoe. Patrons will have an opportunity to enjoy the lite scenery and bucolic winter outdoor setting.



2. Children's Play Area

"Family-oriented" activities are a pillar to our proposal. We have designed and will program a children's play area. By design, this area will be located in close proximity to the central hub of activities for easy access and parental supervision. The children's play would include snowball target practice, ice-bowling and snow castle making. These activities have been designed to capture the family with younger children, a group that is often overlooked.



3. Center Concessionaire Area

It all starts with a central gathering space (Central Concession Area)! This family gathering area is the central hub and access point to all of the various winter recreational activities. This is the central space where everyone can gather. Patrons could rent equipment, purchase and enjoy a cup of hot chocolate, while visiting with family and friends.

Our longer vision for this area also includes live music on weekends and a beer garden (CA-ABC, Type 20- Beer and Wine Only). We envision operating this facility with strict adherence to regulations, laws, standards and industry best practices.

We also envision potential fundraising opportunities for our local non-profit organization who might be capable of operating the garden area for a special event. As much as we do not have any local group in mind, we think such an offering is consistent with our community mindedness. This would be similar to other special events (Boys and Girls Club) that currently operate in the city.



4. Horse Drawn Sleigh Rides

From the central concession area patrons could board a horse drawn sleigh and enjoy the surrounding winter and our beautiful Lake Tahoe.

Shearer Activities, Inc., likes to keep our dollars local to support South Lake Tahoe residents and businesses. So, we have been working with local Quin Ross, at the Camp Richardson Stable, to provide on our behalf the horse drawn sleigh rides. We and Mr. Ross are excited about this opportunity. This sleigh ride will be operation during business hours.



5. Cross-Country Skiing/Snowshoeing Track

At your own pace, cross-country skiing and snowshoeing lets you enjoys the serenity of the snow filled forest and beauty of Lake Tahoe. Both activities also provide an incredible opportunity for winter exercise at your own pace. This fun winter adventure has a very small learning curve and you will be out exploring on the snow in no time. We will carry cross-country and skiing snowshoes in a variety of sizes for adults and children and are available to rent.

The cross-country ski and snowshoe trails meander through the winter tranquility of the 56-Acre Park, with terrain for all ability levels. A fleet of state-of-the-art grooming machines prepare the trails daily for the best conditions possible for both cross-country skiing and snowshoeing.



6. Snow Tubing

No winter vacation to Lake Tahoe is complete until you have raced down the tubing hill!

Our family friendly sled hill is located adjacent to beautiful Lake Tahoe. Spend a session sliding and laughing on our man-made sled hill. The tubing lanes have a start deck for easy take-off and a gentle run-out that will allow a comfortable stop. *Just lay back and relax!* Family fun for everyone while experience the thrill of sliding on snow.



7. Electric Snowmobiling (future activity)

We believe that the first year of operations will present its own set of challenges. Therefore, in years two and beyond we would like to entertain the idea of introducing electric snowmobiling to the menu of outdoor recreation opportunity. We know that the introduction of this new recreational feature will require us to submit a detail plan to the City for review and approval. We also recognize that the introduction of electric snowmobiles will require a special use permit from the City Planning and Development Department.

Equipment to be Provided

We have provided a comprehensive inventory of rental equipment (e.g., skis and tubes) and heavy equipment (e.g., trailcats, plows and snow making equipment) that is owned by Shearer, Inc. (See Attachment B, Shearer Inventory Sheet). One more of our many assets is that;

- We currently own the necessary equipment to construct and operate each of the proposed activities, as described in this proposal. This will minimize the need for unnecessarily incurring capital expenses.
- We have a unique position in the market place that allows us to IMMEDIATELY shift resources from other business to accommodate whatever need arises at this facility.
- We have many years expertly operating the snow-making equipment.
- We have equipment redundancy in our inventory to assure constant operational capability.

Staging and overall operations

The first order of work will require the selected vendor and the city to jointly address the existing water and electrical infrastructure needs. We believe that the park's existing infrastructure cannot support this, or any other similar proposal. Solving these challenges to determine when we can actually begin the process of staging for upcoming operations in 2021.

Ideally, and we are confident, that both the water and electrical infrastructure issues could be addressed. Therefore, we would like to have access to the park areas to begin staging on or about October 15th of each year. Opening day will be determined by existing weather conditions. Again, predicated on exist weather conditions we would target winter operations to commence around December 1st.

Again, predicated on exist weather conditions we would target winter operations to conclude around March 1st. We would complete our tear down and reconditioned of the site to be completed by April 1st of each year.

Below is an outline of first-year order of work:

- City Council award.
- Immediately create a new business entity for the purpose of providing prescribed services.
- Complete and execute written Agreement.
- Concurrent Activities:
 - i) Immediately meet with park staff to address existing water and electrical infrastructure.
 - ii) Immediately initiate the preparation of, and submittal of entitlement applications as required by TRPA and the City.
 - iii) Immediately meet with the City's Building Official regarding Building Permit Application requirements.
 - iv. Immediately initiate the preparation and submittal of building permit application as required by the City Building Official.
- Opening day will be determined by existing weather conditions.
- Operational period: December 1st - April 1st.
- We are also proposing that shortly after annual operations end, there be a joint meeting of all involved parties to identify exemplary service and, set forth expectation for addressing various topics that arise over the course of operationalizing the various proposed activities.
- The final obligation of each operational year shall be the production of a comprehensive report, including a financial statement, operational successes and constraints and applicable expectations for the next contractual service year. This report shall also be submitted to the City for review and filing.
- Initiate the process of seek City approval for any newly proposed activity/program.

Program variety

We believe that our proposed activities are a starting place for activating winter recreational opportunities in the park. We also know that there are other significant efforts underway spanning the next couple of years. The city is leading a community-wide park master planning process for this facility. The city has suggested that in the near-term, construction of the new recreation center will begin soon. City Staff has also indicated that they are also working with other local groups to activate other areas of the park.

So, all this to say we understand the City's is developing a vision of the 56-acre park. We understand there will be changes over time. We have indicated we see this opportunity to be a community partner in both the development and implementation of the City's vision for this facility.

We have also included in our proposal a comprehensive annual evaluation process. This inclusionary process has been designed to specifically address future activities and the introduction of new recreational opportunities. Rest assured we have plenty of activity ideas that can keep the recreational programming fresh and innovative.

We stand ready and flexible to help the city realize its vision for this crown jewel of the public parks system over the next several years.

Hours of Operations

All operations are contingent on exist weather conditions!

Staging and overall operations as described above, will commence operations on or about December 1. We would target winter operations to end by April 1, with our tear down and reconditioned of the site to be completed by April 30, of each year.

Daily Operations: We propose to operate the facility seven days a week, with daily operations listed below;

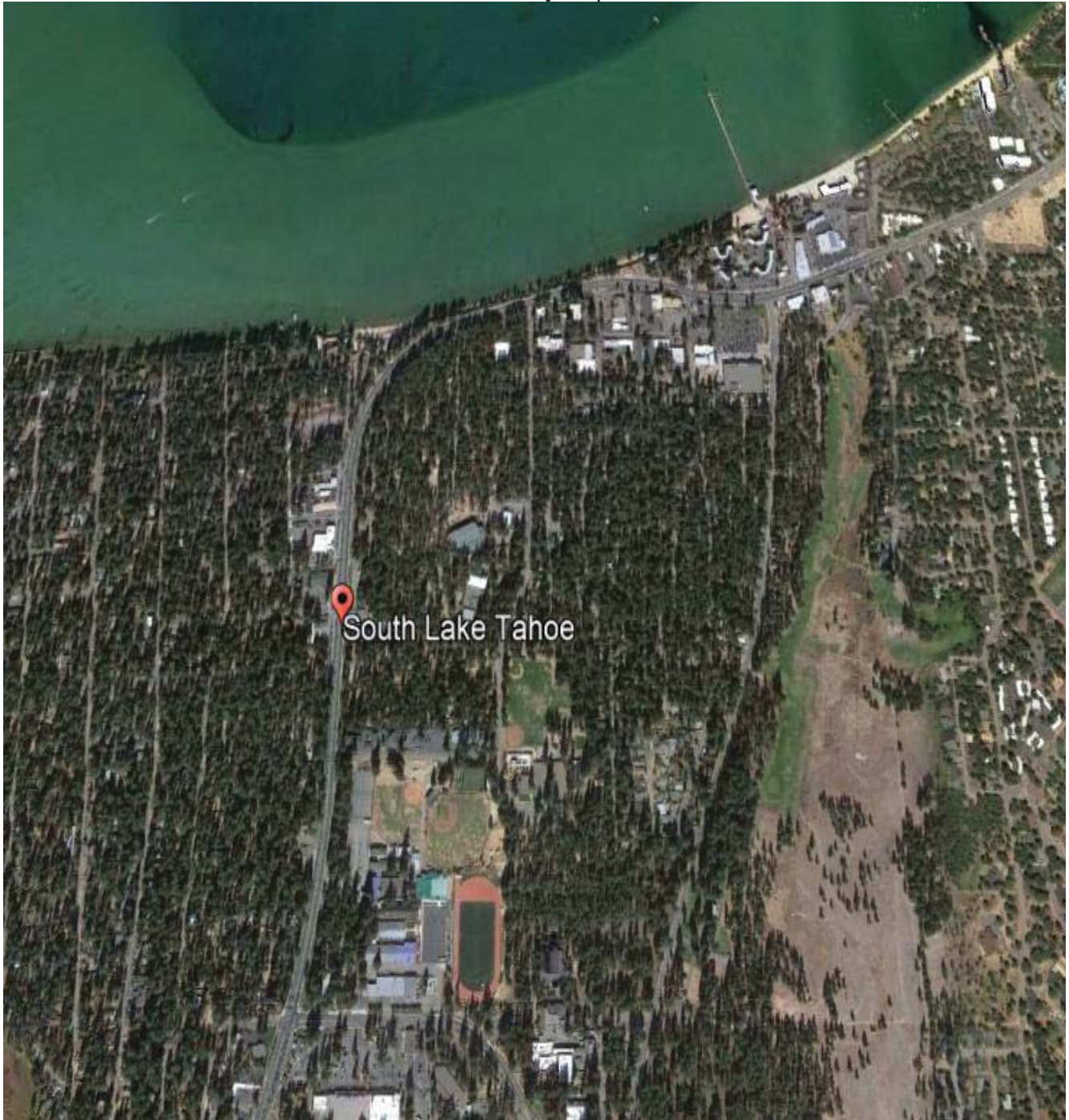
Monday through Thursday, the proposed hours of operations are 10:00am – 8:00pm.

Friday, Saturday and Sunday, the proposed hours of operations are 9:00am –10:00pm.

Design and Quality of Improvements

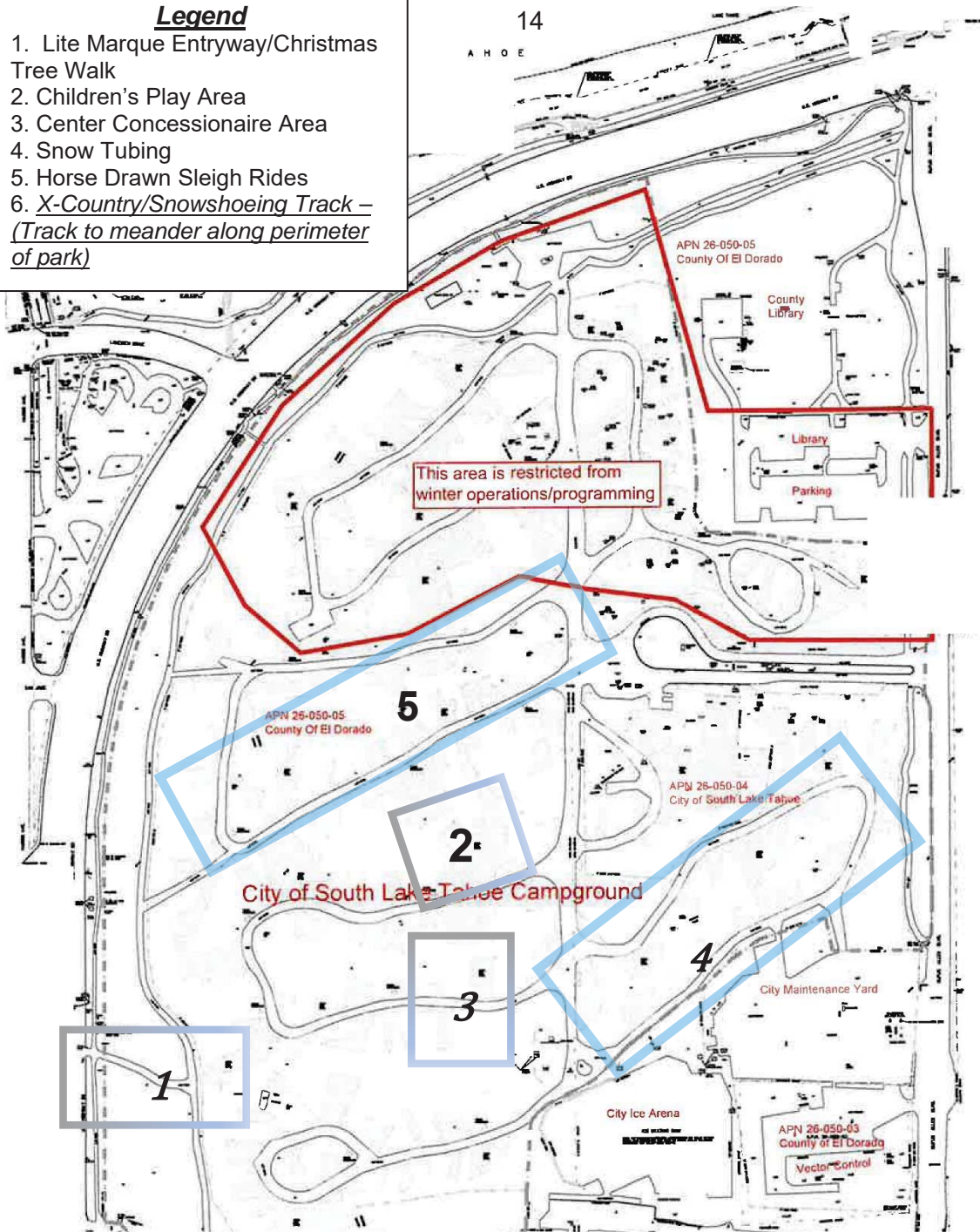
Below is an ariel vicinity map and proposed site map identifying the general location of each proposed activity area.

Ariel Vicinity Map



Proposed Site Plan

- Legend**
1. Lite Marquee Entryway/Christmas Tree Walk
 2. Children's Play Area
 3. Center Concessionaire Area
 4. Snow Tubing
 5. Horse Drawn Sleigh Rides
 6. X-Country/Snowshoeing Track – (Track to meander along perimeter of park)



Staffing

Our direct experience in facility operations will allow us to immediately “right-size” our staffing levels. We know how to anticipate peak times and holidays so we are ready. As a standard of practice, we train our employees for not only to the position they were hired for, but also for all of the locations at which they may be assigned. This flexibility has been key in making sure the right resources are in the right place.

Of course, contingent on snow and a number of other possible variables, we believe that there is a minimum staffing level needed to safely operate. Our experience again shows a need for 9 to 10 employees on duty during all regular operating hours. Below find the position titles and brief description of responsibilities:

- (1) Site Manager – Responsible for the overall operations and reports directly to the owner. When appropriate may interact with City.
- (2) Equipment Rental Specialist – These employees are responsible for working quickly and efficiently to outfit customers with rental equipment.
- (2) Hospitality Specialist – These employees are responsible operating the pre-packaged food service concessions and provide greeting and welcoming of local families. They regularly interact with the general public.
- (1) Activity Attendance - Children’s Play Area - These employees receive activity specific safety training and regularly interact with the general public.
- (1) Activity Attendance - X-Country/Snowshoeing Track- These employees receive activity specific safety training and regularly interact with the general public.
- (2) Activity Attendance - Snow Tubing- These employees receive activity specific safety training and regularly interact with the general public.
- (1) Activity Attendance - Horse Drawn Sleigh Rides- These employees receive activity specific safety training and regularly interact with the general public.

As much as the above sets the floor, we are quick to react to sudden influx of business. Again, we have the scale to shift human resources.

III. Compensation Schedule

On an annual basis we will prepare an annual operations and financial report to be submitted to the City of South Lake Tahoe. The annual reporting period will be established and incorporated into the service agreement. The financial annual report will utilize generally accepted accounting principles to evaluate all financial activities.

Uniquely positioned is Shearer Activities, Inc., in that we currently have all the equipment to fully operationalize our proposal. Therefore, after considering the first-year, one-time expenses of permitting and addressing the existing infrastructure adequacies, will require the selected concessionaire to make a significant outlay of funds, well prior to generating any revenue from operations. Therefore, we are proposing the following compensation schedule;

Year One:

- a) The proposer shall pay to the City of South Lake Tahoe an annual fee equal to

50% of net profit. By mutual consent net profit should be clearly defined in the contractual Concessionaire Agreement.

Year Two:

- a) The proposer shall pay City of South Lake Tahoe an annual fee equal to 10% of gross profit from revenues generated from all of Concessionaire's activities. By mutual consent Gross Revenues should be clearly defined in the contractual concessionaire Agreement.

The proposer shall allocate an additional 10% of gross profit from revenues generated from all of Concessionaire's activities. The purpose of these funds would be to directly support replacement of operational equipment and capital purchase.

Year Three:

- a) The proposer shall pay City of South Lake Tahoe an annual fee equal to 15% of gross profit from revenues generated from all of Concessionaire's activities. By mutual consent Gross Revenues should be clearly defined in the contractual concessionaire Agreement.

The proposer shall allocate an additional 10% of gross profit from revenues generated from all of Concessionaire's activities. The purpose of these funds would be to directly support replacement of operational equipment and capital purchase.

IV. **Financial Capability of Proposer**

If selected, we have arranged for the necessary substantial capital funding to cover the costs and expenditures that we might incur through our proposal. As an added measure of transparency and to further demonstrate our commitment to integrity and compliance, below we have provided several balance sheets and profit/loss statements to demonstrate and assure the City of our financial capability and stability (See Attachment C, Balance Sheets & Profit/Loss Statements).

Attachment A

Local Preference

The Shearer's are eligible for the Local Preference credit, pursuant to City Code. Not only is their private residence located within the City's boundaries, but also all of their businesses are located with the City of South Lake Tahoe and/or portions of El Dorado County or Douglas County.

For each business the Shearer's possess current and active business license for each entity. Each entity is also current with all city business tax obligations.

Please see descriptions of "same" or "similar" type of businesses as further evidence for their local business's preference credits eligibility (See Page 1).

Attachment B

Shearer Inventory List

- 20 2021 GT Sport 600 ACE snowmobiles
- 7 2016 GT Sport 600 ACE snowmobiles
- 17 2017 GT Sport 600 ACE snowmobiles
- 2011 Bearcat work sleds
- Articat towable sled
- BearCat Hood
- 2 Panther Hood
- Gunnel Covers
- 3 2018 GT Sport 600 ACE snowmobiles
- 8 Fishing Boats
- 1 Taxi Boat
- 1 Zodiac
- 116 sets of Rossignal Skis
- 28 sets of K2 Skis
- 5 sets of Blizzard Skis
- 73 Rossignal Snowboards
- 7 K2 Snowboard
- 1 Hornitos Snowboard
- 10 Trailers for boats, snowmobiles, etc.
- Dodge Plow Truck
- FORD dump truck
- 2 Bobcat
- Snowblower
- Paladin Forks
- John Deer Work Site Pro Street Cleaner
- Lowe Driller
- Bobcat Bucket
- Yark Self Dumping Hopper
- 7 Snowguns
- 2 Bombadier BR 275
- Prinoth Bison
- Bombadier Plus MP
- Arctic Cat ATV
- Old Rolling Groomer
- 2 Mogul Master
- Meyer Snow Plow
- 2 Forklifts

August 20, 2021
Mr. Joe Irvin and Staff
1901 Airport Rd
South Lake Tahoe, CA 96150

Dear Mr. Irvin:

On behalf of myself, my partner Vito Phelan and my team, thank you for the opportunity to present our ideas for the "Winter Wonderland" programming in the recreation area known as the 56 Acres Park. We believe our concept compliments your vision, provides innovative recreation opportunities for visitors and, importantly, will generate a reliable and significant source of revenue for the City of South Lake Tahoe.

Last year, I co-founded and opened Tube Tahoe, a family-oriented snow tubing park located in Meyers. Like you, I believed that there was a massive demand for snow recreation that appealed to families, required no experience to enjoy and was affordable for guests. Our ticket sales, which exceeded 20,000 in just fourteen weeks, proved that to be true.

But our team's success last season was more than just good timing. It came from our focus on three main elements: an innovative and differentiated experience, creative marketing and a commitment to operational excellence. We bring those same elements to our proposal for 56 Acres Park with a concept that will:

- Introduce innovative snow experiences that are new to the basin and will attract visitors and locals to the property
- Leverage the latest in snow making technology, which will allow us to make snow even in warmer conditions and make us less dependent on favorable weather
- Open earlier in the season and stay open longer, allowing us to maximize revenue generation for the city
- Align with the vision for the property as outlined in the Bijou/Al Tahoe Community Plan and the City General Plan
- Complement and support other programming planned for the area

Our team is passionate about helping South Lake Tahoe create an inclusive and world-class winter experience for all guests, and we have a successful track record of doing exactly that. We have more than \$500,000 in funds allocated to fund startup costs for the Winter Wonderland project, and we'd be honored to partner with the city.

Please see attached our detailed proposal. Thank you for your time and consideration.

Mark Budgell

A handwritten signature in black ink, appearing to read 'MB', with a long horizontal line extending to the right.

Winter Program Concessionaire Proposal

Created for the City of South Lake Tahoe



As outlined in the City of South Lake Tahoe's RFP, this proposal for Winter Program Concessionaire on 56 Acres Park is divided into the following sections:

- **Slide 3:** Mission Statement
- **Slide 4 - 5:** Experience, Background and Qualifications (+ slides 32 - 33)
- **Slide 6 - 26:** Concession Plan
- **Slide 27 - 28:** Compensation Schedule
- **Slide 29 - 30:** Financial Capability



*Our mission is to partner with the City of South Lake Tahoe to turn 56 Acres Park into a go-to winter destination for South Lake Tahoe visitors and locals through the creation of an **innovative and unforgettable family-oriented winter recreation experience.***

Our program will generate significant revenue for the City of South Lake Tahoe, and is in alignment with the vision and land use areas outlined in the Bijou/Al Tahoe Community Plan and the City General Plan.

*Thank you for considering
our proposal*

Mark Budgell and Vito Phelan, both local residents, have more than 37 years of combined experience in marketing and PR, event planning and execution, business management and tourism and hospitality. Most recently, Mark and Vito were co-founder and GM respectively at **Tube Tahoe in Meyers**, where they:

- Sold over **twenty thousand tickets in fourteen weeks**
- Generated nearly **one million in sales**
- Secured **coverage for Tube Tahoe on major broadcast networks** and in several print & online publications
- Successfully arranged for Tube Tahoe to be **featured in an episode of MTV's The Hills**

See detailed bios of Mark and Vito starting on **slide 30**.

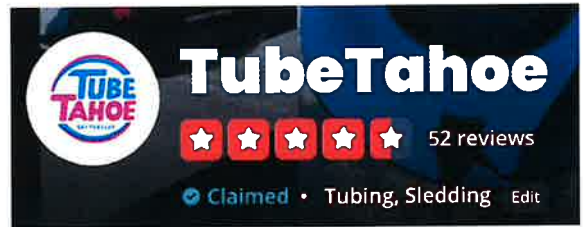


Mark Budgell



Vito Phelan

 Experience, Background and Qualifications



THE HILLS
NEW BEGINNINGS



There's Always Snow in South Lake Tahoe

A Winter Concession Concept
for 56 Acres Park



There's Always Snow in South Lake Tahoe

Our proposal centers on the promise that, through the use of advanced snow making technologies, **there will always be snow during the winter at 56 Acres Park.**

We will not only deliver on the promise of snow, but build an unforgettable family oriented winter recreation experience that keep visitors coming back.

Our innovative, low impact recreation concessions will include:

- E-snow karting & biking
- Snow play area
- Snowball shooting gallery
- Snow tube carousel
- Bungee platform
- Ice bumper tubes

Snow Making Technology

To deliver on our promise of snow, we have secured a next generation snow making system that can produce, and maintain snow, no matter what the outside temperature.

Unlike traditional snowmaking, these systems create snow inside a closed loop refrigeration system, which is then pumped via hoses to the outside environment.

This technology is used at world class ski resorts and international winter sporting competitions. In recent years, they've become particularly popular at winter-themed recreation parks throughout the U.S.

Using this system, we would be able to **guarantee snow** to visitors, **maintain consistent operating hours** throughout the winter season and **maximize revenue generation**.



Innovations in Winter Recreation

The star attraction of our winter concessions will be the introduction of **20 - 30 electric snow karts and snow bikes** to 56 Acres Park.

Invented by a startup we have an exclusive relationship with, these electric vehicles are **perfect for families and people of all ages** looking for memorable winter experiences.

These fully electric vehicles are **safe** (max 12 mph), **environmentally sustainable** (no emissions, low torque) and will be **the first of their kind in the Lake Tahoe basin**.

Visitors will ride them through 56 Acres Park on a professionally built and maintained, **2.5 mile multi-purpose snow track** (see slide X).





Complimentary Snow Experiences

Although the primary attraction at 56 Acres Park will be the snow bikes/karts, we believe we can **significantly increase foot traffic and revenue** through the addition of several other family-friendly, low impact recreation experiences.

Situated next to the primary parking areas (see slide 20), these experiences will act as **a gateway to the snow bikes/karts** and provide perfect winter entertainment for families with children.

Since these attractions **require smaller footprints and less snow**, we will be able to open these early in the season. We recommend **five** of these experiences.

Experience #1: Snow Play



A designated area where visitors can enjoy the simple pleasure of playing in 12" of fresh powder. Snow angels, snowmen and all kinds of snow fun strongly encouraged.

Experience #2: Snow Ball Target Gallery



Visitors at this experience fill a bucket with snowballs, then try their luck hitting a variety of stationary and moving targets for points, prizes and bragging rights.

Experience #3: Snow Tube Carousel



Our mechanical snow carousel allows guests to experience the timeless sensation of sliding on snow. We add bumps and whoops for additional excitement.

Experience #4: Snow Slide



Imagine a slide at a playground, but made out of snow. Roughly 8 feet high and 15 feet long, this experience will be the delight of children and big children alike.

Experience #5: Bungee Trampoline



The bungee trampoline is an experience that visitors of all ages will enjoy. Jump, twirl and spin, while enjoying the fabulous views of Lake Tahoe and the 56 Acres Park winter concessions.

We will open our winter concession in two phases. Using our next generation snow making technology, **phase 1 attractions will open for Thanksgiving. Once temperatures drop and we receive adequate natural snow, we will introduce phase 2**, which will feature the snow bikes/karts and the multi-use track.

Target Key Dates:	Nov 14: Snowmaking begins	Nov 21: Phase 1 Opens	TBD: Phase 2 Opens	April 17: End of Season
--------------------------	---------------------------	-----------------------	--------------------	-------------------------

	Snow Requirement	Snow Type	Target Opening
Snow Bikes/Karts + Multi-Use Track	Moderate - High	Machine Made + Natural	Phase 2
Snow Play Area	Moderate	Machine Made	Phase 1
Snow Ball Target Gallery	Moderate	Machine Made	Phase 1
Snow Slide	Moderate	Machine Made	Phase 1
Snow Tube Carousel	Light	Machine Made	Phase 1
Bungee Trampoline	None	N/A	Phase 1

Operating Hours & Pricing

Our proposed hours of operation are designed to accommodate visitors during the day, and families looking for recreation opportunities in the evening after ski hills close.

Pricing is designed to be affordable for families, relative to skiing, tubing and other outdoor winter activities.

To attract local residents in South Lake Tahoe, we also will offer a sizeable locals discount.

Operating Hours:	10am - 8pm, Mon - Sun
Parking:	Free
Snow Concessions:	General Admission: \$25
Snow Karts/Bikes:	\$45 (20 mins)
Locals Discount:	25% off Mon - Fri with local ID (license, work ID, etc.)

Marketing Support

Like Tube Tahoe, our winter concessions at 56 Acres Park will be supported by a full-scale, professional marketing plan and a dedicated marketing budget.

We believe that our team's background in developing national and multinational marketing programs for some of the world's largest brands is a competitive advantage, and a key reason Tube Tahoe succeeded.

Our marketing program will include the following elements:

- Branding & Logo
- Website
- Video & photography
- Email marketing
- Digital and Social Media
- Search
- Public Relations
- Word of Mouth

Primary Equipment



Snow Magic ICS Mobile Snow Making Unit



100 KW Whisperwatt Portable Commercial Generator



Piston Bully 100 Snow Park Groomer

Capital Improvements: Power Upgrade

Our immediate plan is to use a Whisperquiet 100 KW commercial generator to power our snow making system. This is a similar generator to what we used at Tube Tahoe, and passed TRPA environmental standards and noise tests.

However, for the long term benefit of the 56 Acres Park, we will explore bringing 3 Phase power to the park pending feasibility study, permits and cost analysis.

Parking and Snow Removal

We understand the importance of sharing the parking area at 56 Acres Park with our neighbors at the ice arena and rec center. Working with the city, we will identify which parking spots should be kept open for our neighbors and assign parking staff during peak periods to ensure those spots remain available.

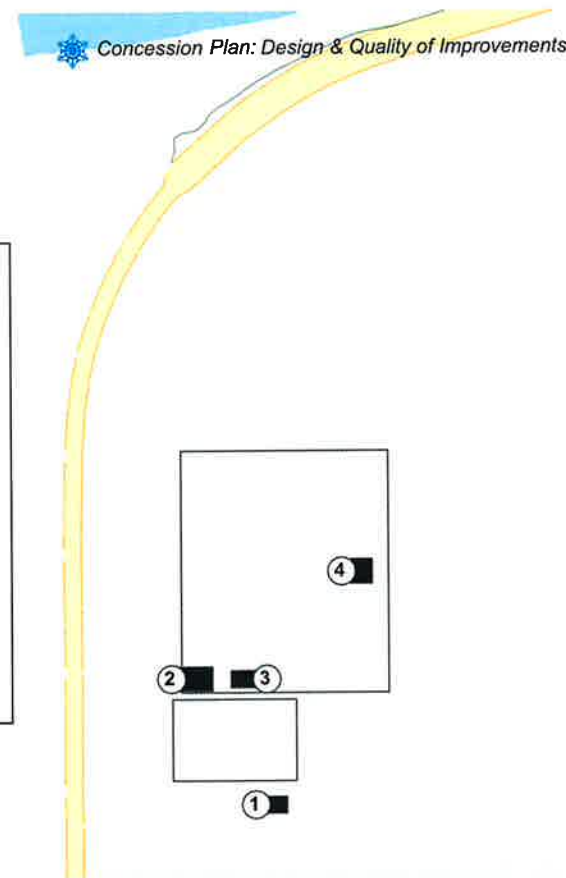
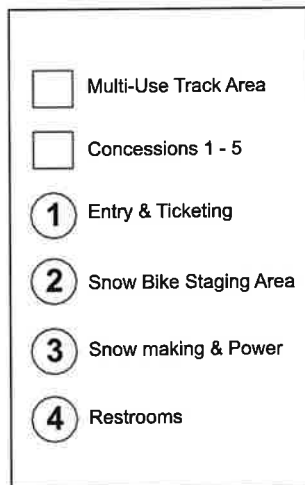
Like at Tube Tahoe, we will hire, and assume the costs, of a local snow removal company to ensure parking is always clear and available for guests.

Concession Plan

Our plan is to divide the southern end of 56 Acres Park into two distinct areas: One area to house the multi-use snow track and snow bikes/karts, and another for the other snow concessions.

This approach places all of the experiences within easy walking distance from the parking lot and allows for easy maintenance and management.

This strategy also allows us to easily accommodate future changes to 56 Acres Park, as outlined in the City General Plan.



Multi-Use Track

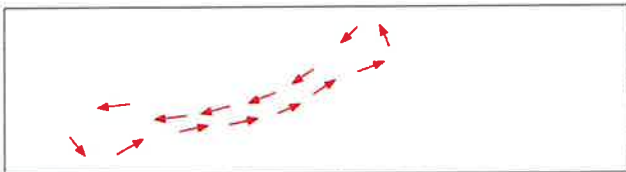
Our multi-use track, which is where the snow bikes/karts will run, will be **professionally built and maintained**.

It will be **~20 - 25 feet wide and 10 - 12 inches deep**, which aligns with what TRPA and other local agencies typically require.

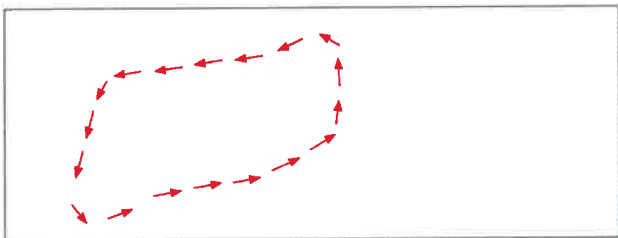
The track will be built using natural snow harvested from throughout 56 Acres Park. **We will shrink or expand the track based on available snow** (see following slide).



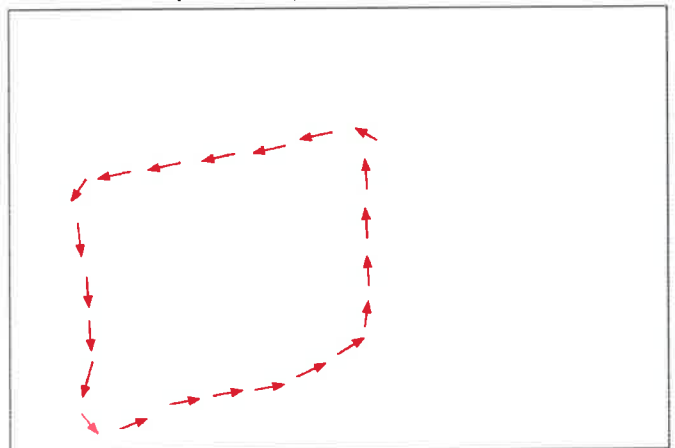
Track V1
~1,000 Feet



Track V2
~1,300 Feet (.25 miles)

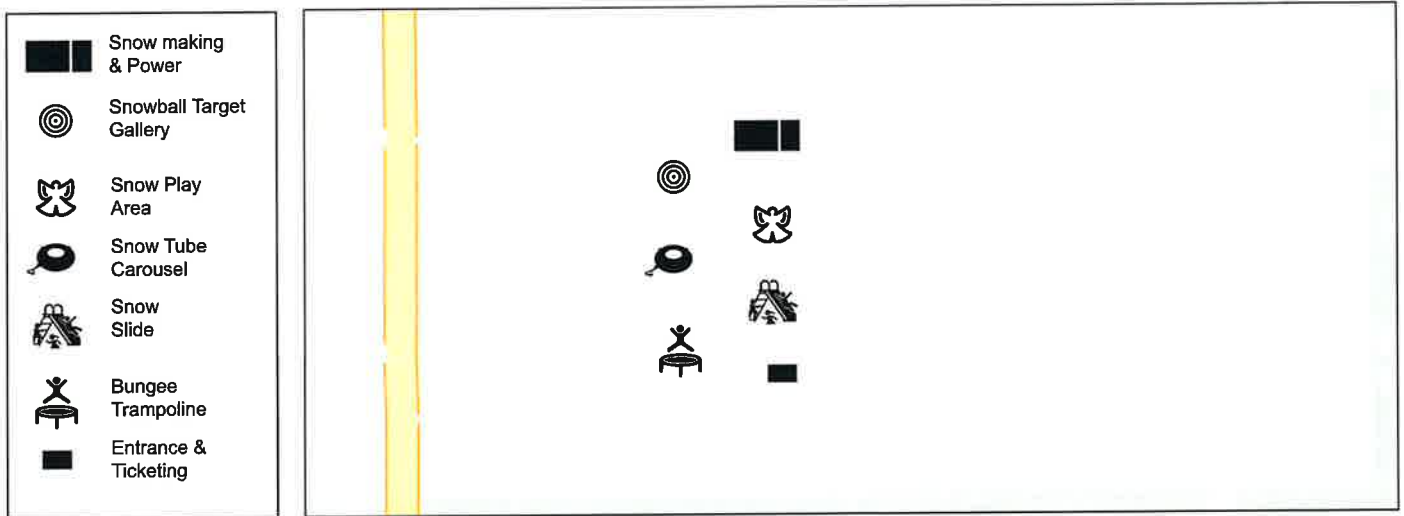


Track V3
~1,600 Feet (.30 miles)



Snow Concessions

- Snow concessions placed within walking distance of each other in southwest corner (exact placement determined prior to setup, in consult with city stakeholders)
- A 12" snow walking path will be built and maintained throughout the area



Staging



- *40 foot storage container with sliding doors for storing snow bikes and karts*
- *Place in the snow track staging area (see slide 19)*



- *Temporary ticket booth with electric heat and point of sale terminals*
- *Placed at entryway to park (see slide 19)*

Staffing Strategy

Our proposal will bring a significant number of new job opportunities to local residents in the basin. Based on the current plan, we estimate a total of 22 new staff hires.

We will begin recruiting local employees immediately after the project is awarded to ensure readiness for a November/December opening date.

Our recruiting strategy will include:

- Tube Tahoe employees (looking for additional hours)
- High School Sports Teams
- SLT Community College
- Local Social Media Groups
- Word of Mouth / Personal Networks

	# of Weeks	# of Employees	Avg. Available Hours/Week	Total Available Seasonal Hours
Office (HR, Accounting etc.)	25	1	24	600
Snow Making & Park Maintenance	25	2	24	700
Ticketing	21	3	70	1,470
Snow Bikes & Karts*	15	4	80	1,200
Snow Play Area	21	4	80	1,680
Concession	21	4	80	1,680
Concession	21	4	80	1,680
Total:		22	438	9010

*NOTE: "# of Weeks" and "Avg. Available Hours/Week" are weather dependent, but based on an opening date of Dec 19th.

Compensation Offer

We offer the City of South Lake Tahoe
15 percent of profits from the business.

Based on our cost and revenue projects (see following slide), this partnership will net the city an estimated **total of \$291,150 in total payments** over the three year term of the agreement.

We would make payments to the city on a monthly basis (15 days following last day of the month).

Our projects are based on the following
conservative estimates:

- 50 available parking spots
- Turnover rate of 2 cars/spot/day
- Average of 3 paying customers/car
- 148 operational days for snow concessions
- 120 operational days for snow karts/bikes
- Pricing as outlined on slide 15
- 20% sell-through rate for snow concessions (relative to parking)
- 60% sell-through rate for snow karst/bikes (relative to parking)

Total Estimated Payment to City of
South Lake Tahoe over
3 Year Term:

\$291,150

	Estimated Startup Expenses	Estimated Fixed Expenses	Revenue Estimate
Year 1	\$383,000	\$263,050	\$1,194,000
Year 2	\$233,000	\$263,050	\$1,194,000
Year 3	\$233,000	\$263,050	\$1,194,000

	Estimated Profit	Estimated Payment to City of South Lake Tahoe (15%)
Year 1	\$547,000	\$82,050
Year 2	\$697,000	\$104,550
Year 3	\$697,000	\$104,550

Founder Bios



Mark Budgell, South Lake Tahoe, CA

Mark Budgell has over twenty years experience in digital marketing, event production and management, public relations, team management and entrepreneurship. Most recently, Mark co-founded Tube Tahoe, a family oriented snow tubing facility in South Lake Tahoe.

Prior to that, Mark founded and managed Sparkcell, an digital marketing and event production agency, that provided services to Fortune 500 companies like Intel, HP, PayPal and Symantec, along with leading Silicon Valley startups. Sparkcell generated nearly \$8 million annually in revenue, employed over thirty people, many from the South Lake Tahoe area, and drove millions in sales for its clients.

Before Sparkcell, Mark led an international marketing team at Hewlett Packard that spanned three multi-billion dollar business units and served more than 50 countries. He helped Hewlett Packard establish best practices for event marketing, digital marketing and crisis communications, and was covered in Wall Street Journal, Time Magazine, CNN and other publications for his efforts.

Mark is a passionate entrepreneur and avid outdoor enthusiast. He studied at the University of Toronto and lives in South Lake Tahoe with his wife and twin children.



Vito Phelan, South Lake Tahoe, CA

Vito Phelan has seventeen years experience in business management and development, tourism and hospitality, marketing and entrepreneurship. Most recently, Vito served as General Manager at Tube Tahoe, a family oriented snow tubing facility in South Lake Tahoe. He led a team of over twenty-five employees, managed daily operations and oversaw snow making and maintenance for the 10 acres facility.

Prior to Tube Tahoe, Vito formed Phelan Auto Group, a Georgia-based car and truck reseller that generated \$1M in sales annually and employed 12 people across the state. In 2020, after 5 years in business, Vito sold Phelan Auto Group to permanently relocate to South Lake Tahoe.

Vito began his career as a business development leader for multinational companies such as ABB and Akzo Nobel. In these roles, he was responsible for revenue growth throughout his territories, financial management and developing his sales teams. He also filled a leadership role at the W New Orleans Hotel.

Vito fell in love with business at an early age after splitting time working in his parents' businesses. He lives in South Lake Tahoe with his wife, where he enjoys golfing, skiing, boating and mountain biking. He also helps his wife run Bert's Cafe on Highway 50.



Thank you for
Considering our Proposal



Dear Panel Member:

Thank you for taking the time to assist the City of South Lake Tahoe in the important process of evaluating and recommending a Concessionaire to provide winter programs at 56-Acre park. We ask that you review all submittals in their entirety individually and not with another reviewer on the panel. In addition, any panel member who is related to or affiliated in anyway with any of the bidders must recuse themselves from the process to maintain a fair and unbiased review process. Please inform me right away if you have a conflict. On that note, it is also imperative that you keep all information regarding the proposal content and review confidential until the recommendation to award goes to City Council on September 21.

Respondents to this Request for Proposals (RFP) were required to submit detailed submittals as described throughout the RFP. Submittals that do not follow these submission requirements may be deemed non-responsive and not considered for selection. There must be a score on all criteria to be deemed responsive. Please include brief notes where applicable to support the score for each criteria. These notes must be legible as they are part of the City file and could be subject to a public records request.

Please complete the review by **August 30, 2021**. Interviews are tentatively scheduled for August 31 time TBD.

When rating is complete, please return the scorecards including notes to Lauren Thomaselli. Please call me if you have any questions.

Thank you for participating,

Lauren Thomaselli, Director of Parks and Recreation

Bidder:
Reviewer:

**WINTER PROGRAMS
REQUEST FOR PROPOSAL CONTENT SCORING SHEET**

1. Cover Letter - Introduction (Pass or Fail)

- Does the proposal include a cover letter directed to the City Manager introducing the company and summarizing the proposal and key aspects of services to be provided?

SCORE: _____

NOTES:

2. Company Experience, Background & Qualifications (0-25 points)

- Does the proposal demonstrate ability to operate the proposed concession? Proposers shall have a minimum of three (3) consecutive years of management experience. The city will also consider past performance of the Proposer. Proposers should also address:
 - Ability to complete implementation of the project within a mutually agreed upon and satisfactory time frame
 - Service philosophy
 - Experience and expertise of staff
 - Size of company, financial strength, and stability
 - Cost and quality of services

SCORE: _____

NOTES:

3. Proposed Plan (0-30 points)

➤ **Concept and Theme Development (15 points)**

Proposal should state the nature and variety of the proposed concession including equipment provided, staging and overall operations/program area required, program variety, and hours of operation.

➤ **Design and Quality of Improvements (10 points)**

Proposal should describe the physical design of the proposed concession area including innovations and creativity of concepts.

Proposer may include in the proposal any capital improvements that they would like to make to the facility. Proposer would be responsible for 100% of funding and permitting of 100% of such improvements as permitted by the City, the County of El Dorado and the Tahoe Regional Planning Agency.

➤ **Staffing (5 points)**

Proposal should include the number of individuals that will participate in the concessionaire services, including their staff classification and estimated hours that each will participate in running and/or working for the concession.

SCORE: _____

NOTES:

4. Compensation Schedule (0-30 points)

Proposal must include a comprehensive compensation schedule.

The compensation schedule shall be evaluated based on the overall compensation to the City assuming a standardized sales forecast. The proposal which proposes the highest compensation to the City shall receive 30 points. All other Respondents will receive a percentage of points based on the variance of the compensation from the highest proposal. For example, if a respondent proposes a compensation that equals 75% of the highest proposed fee, that Respondent will receive 75% of the total possible points.

SCORE: _____

NOTES:

5. Financial Capability of Proposer (0-10 points)

- Proposer shall prove to the City's satisfaction the ability to provide adequate capitalization to fund improvements as well as maintain continuous operations given existing obligations combined with the obligations detailed in this RFP.

SCORE: _____

NOTES:

7. Local Business Preference (5 points)

- South Lake Tahoe City Code section 3.45.025(F) states: "The City shall apply a five percent discount to all local businesses which submit bids for materials, supplies, equipment and services for nonpublic projects. The city shall evaluate the local businesses' bids as though the bid had been submitted at a cost of five percent lower than the cost submitted."
- For the purposes of this RFP, this local business preference is interpreted to provide for 5 points for a local business, which is defined as a business which maintains its principal place of business in a fixed office within the City of South Lake Tahoe and possesses a current South Lake Tahoe business license.

SCORE: _____

NOTES:

REVIEWER NARRATIVE COMMENTS: (what did you like best about this proposal, what was different about it, what sets it apart from others....)

Bidder: *Shearer Activities*
Reviewer: *1*

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**WINTER PROGRAMS
REQUEST FOR PROPOSAL CONTENT SCORING SHEET**

1. Cover Letter - Introduction (Pass or Fail)

- Does the proposal include a cover letter directed to the City Manager introducing the company and summarizing the proposal and key aspects of services to be provided?

SCORE: *PASS*

NOTES: *N/A*

2. Company Experience, Background & Qualifications (0-25 points)

- Does the proposal demonstrate ability to operate the proposed concession? Proposers shall have a minimum of three (3) consecutive years of management experience. The city will also consider past performance of the Proposer. Proposers should also address:
 - Ability to complete implementation of the project within a mutually agreed upon and satisfactory time frame
 - Service philosophy
 - Experience and expertise of staff
 - Size of company, financial strength, and stability
 - Cost and quality of services

SCORE: *21*

NOTES: *Docked points for no established pricing schedule*

3. Proposed Plan (0-30 points)

- Concept and Theme Development (15 points) 13
Proposal should state the nature and variety of the proposed concession including equipment provided, staging and overall operations/program area required, program variety, and hours of operation.

- Design and Quality of Improvements (10 points) 9
Proposal should describe the physical design of the proposed concession area including innovations and creativity of concepts.

Proposer may include in the proposal any capital improvements that they would like to make to the facility. Proposer would be responsible for 100% of funding and permitting of 100% of such improvements as permitted by the City, the County of El Dorado and the Tahoe Regional Planning Agency.

- Staffing (5 points) 5
Proposal should include the number of individuals that will participate in the concessionaire services, including their staff classification and estimated hours that each will participate in running and/or working for the concession.

SCORE: 27

NOTES: *Addresses infrastructure shortcomings, no specifics
XC skitrack "meanders around perimeter" perimeter not defined*

4. Compensation Schedule (0-30 points)

Proposal must include a comprehensive compensation schedule. The compensation schedule shall be evaluated based on the overall compensation to the City assuming a standardized sales forecast. The proposal which proposes the highest compensation to the City shall receive 30 points. All other Respondents will receive a percentage of points based on the variance of the compensation from the highest proposal. For example, if a respondent proposes a compensation that equals 75% of the highest proposed fee, that Respondent will receive 75% of the total possible points.

SCORE: 23

NOTES:

5. Financial Capability of Proposer (0-10 points)

- Proposer shall prove to the City's satisfaction the ability to provide adequate capitalization to fund improvements as well as maintain continuous operations given existing obligations combined with the obligations detailed in this RFP.

SCORE: 10

NOTES:

7. Local Business Preference (5 points)

- South Lake Tahoe City Code section 3.45.025(F) states: "The City shall apply a five percent discount to all local businesses which submit bids for materials, supplies, equipment and services for nonpublic projects. The city shall evaluate the local businesses' bids as though the bid had been submitted at a cost of five percent lower than the cost submitted."
- For the purposes of this RFP, this local business preference is interpreted to provide for 5 points for a local business, which is defined as a business which maintains its principal place of business in a fixed office within the City of South Lake Tahoe and possesses a current South Lake Tahoe business license.

SCORE: 5

NOTES: *Well established local business*

REVIEWER NARRATIVE COMMENTS: (what did you like best about this proposal, what was different about it, what sets it apart from others....)

**WINTER PROGRAMS
REQUEST FOR PROPOSAL CONTENT SCORING SHEET**

1. Cover Letter - Introduction (Pass or Fail)

- Does the proposal include a cover letter directed to the City Manager introducing the company and summarizing the proposal and key aspects of services to be provided?

SCORE: Pass

NOTES: Meets requested criteria

2. Company Experience, Background & Qualifications (0-25 points)

- Does the proposal demonstrate ability to operate the proposed concession? Proposers shall have a minimum of three (3) consecutive years of management experience. The city will also consider past performance of the Proposer. Proposers should also address:
 - Ability to complete implementation of the project within a mutually agreed upon and satisfactory time frame
 - Service philosophy
 - Experience and expertise of staff
 - Size of company, financial strength, and stability
 - Cost and quality of services

SCORE: 25

NOTES: Several successful business in South Lake Tahoe

3. Proposed Plan (0-30 points)

➤ **Concept and Theme Development (15 points)**

Proposal should state the nature and variety of the proposed concession including equipment provided, staging and overall operations/program area required, program variety, and hours of operation.

➤ **Design and Quality of Improvements (10 points)**

Proposal should describe the physical design of the proposed concession area including innovations and creativity of concepts.

Proposer may include in the proposal any capital improvements that they would like to make to the facility. Proposer would be responsible for 100% of funding and permitting of 100% of such improvements as permitted by the City, the County of El Dorado and the Tahoe Regional Planning Agency.

➤ **Staffing (5 points)**

Proposal should include the number of individuals that will participate in the concessionaire services, including their staff classification and estimated hours that each will participate in running and/or working for the concession.

SCORE: _____ 23 _____

NOTES: Well rounded more “classical” winter park design. Easily sustained with suitable weather. Tried and true business model. Mention of electric snowmobiles will bring interest. City infrastructure needs and support require discussion.

4. Compensation Schedule (0-30 points)

Proposal must include a comprehensive compensation schedule.

The compensation schedule shall be evaluated based on the overall compensation to the City assuming a standardized sales forecast. The proposal which proposes the highest compensation to the City shall receive 30 points. All other Respondents will receive a percentage of points based on the variance of the compensation from the highest proposal. For example, if a respondent proposes a compensation that equals 75% of the highest proposed fee, that Respondent will receive 75% of the total possible points.

SCORE: _____ 23 _____

NOTES: Between 10-15% of variable profit streams.

5. Financial Capability of Proposer (0-10 points)

- Proposer shall prove to the City's satisfaction the ability to provide adequate capitalization to fund improvements as well as maintain continuous operations given existing obligations combined with the obligations detailed in this RFP.

SCORE: _____ 8 _____

NOTES:

7. Local Business Preference (5 points)

- South Lake Tahoe City Code section 3.45.025(F) states: "The City shall apply a five percent discount to all local businesses which submit bids for materials, supplies, equipment and services for nonpublic projects. The city shall evaluate the local businesses' bids as though the bid had been submitted at a cost of five percent lower than the cost submitted."
- For the purposes of this RFP, this local business preference is interpreted to provide for 5 points for a local business, which is defined as a business which maintains its principal place of business in a fixed office within the City of South Lake Tahoe and possesses a current South Lake Tahoe business license.

SCORE: _____ 5 _____

NOTES: Several local businesses cited

Total Score = 84

REVIEWER NARRATIVE COMMENTS: (what did you like best about this proposal, what was different about it, what sets it apart from others....)

Seems like a great production, all the "classic" winter wonderland activities are available

Bidder: John Shearer
Reviewer: 3

WINTER PROGRAMS REQUEST FOR PROPOSAL CONTENT SCORING SHEET

1. Cover Letter - Introduction (Pass or Fail)

- Does the proposal include a cover letter directed to the City Manager introducing the company and summarizing the proposal and key aspects of services to be provided?

SCORE: Pass

NOTES: Well written letter. Meets all requirements to introduce the company and summarize proposal.

2. Company Experience, Background & Qualifications (0-25 points)

- Does the proposal demonstrate ability to operate the proposed concession? Proposers shall have a minimum of three (3) consecutive years of management experience. The city will also consider past performance of the Proposer. Proposers should also address:
 - Ability to complete implementation of the project within a mutually agreed upon and satisfactory time frame
 - Service philosophy
 - Experience and expertise of staff
 - Size of company, financial strength, and stability
 - Cost and quality of services

SCORE: 25

NOTES: The proposal and proposer fully demonstrates the ability to operate the proposed concession based on many years of experience operating similar concessions and is exhibited in stated experience, knowledge of staff management, operations needs, infrastructure, and financial strength. All points were awarded.

3. Proposed Plan (0-30 points)

- Concept and Theme Development (15 points) 15
Proposal should state the nature and variety of the proposed concession including equipment provided, staging and overall operations/program area required, program variety, and hours of operation.
- Design and Quality of Improvements (10 points) 8
Proposal should describe the physical design of the proposed concession area including innovations and creativity of concepts.

Proposer may include in the proposal any capital improvements that they would like to make to the facility. Proposer would be responsible for 100% of funding and permitting of 100% of such improvements as permitted by the City, the County of El Dorado and the Tahoe Regional Planning Agency.

- Staffing (5 points) 5
Proposal should include the number of individuals that will participate in the concessionaire services, including their staff classification and estimated hours that each will participate in running and/or working for the concession.

SCORE: 28

NOTES: Proposal demonstrates significant experience in operating similar winter program concessions. The design lacked uniqueness and creativity from other operations so a few points were deducted. However they have proven their ability to successfully operate the proposed plan.

4. Compensation Schedule (0-30 points)

Proposal must include a comprehensive compensation schedule.

The compensation schedule shall be evaluated based on the overall compensation to the City assuming a standardized sales forecast. The proposal which proposes the highest compensation to the City shall receive 30 points. All other Respondents will receive a percentage of points based on the variance of the compensation from the highest proposal. For example, if a respondent proposes a compensation that equals 75% of the highest proposed fee, that Respondent will receive 75% of the total possible points.

SCORE: 28

NOTES: Compensation schedule was creative and explained the need to invest in infrastructure. However a few points were deducted because a specific or estimated dollar compensation was not provided.

5. Financial Capability of Proposer (0-10 points)

- Proposer shall prove to the City's satisfaction the ability to provide adequate capitalization to fund improvements as well as maintain continuous operations given existing obligations combined with the obligations detailed in this RFP.

SCORE: 10

NOTES: All points were awarded due to thoroughly demonstrating and providing examples of funds for proposer's other businesses.

7. Local Business Preference (5 points)

- South Lake Tahoe City Code section 3.45.025(F) states: "The City shall apply a five percent discount to all local businesses which submit bids for materials, supplies, equipment and services for nonpublic projects. The city shall evaluate the local businesses' bids as though the bid had been submitted at a cost of five percent lower than the cost submitted."
- For the purposes of this RFP, this local business preference is interpreted to provide for 5 points for a local business, which is defined as a business which maintains its principal place of business in a fixed office within the City of South Lake Tahoe and possesses a current South Lake Tahoe business license.

SCORE: 5

NOTES: All points awarded

REVIEWER NARRATIVE COMMENTS: (what did you like best about this proposal, what was different about it, what sets it apart from others....)

Total = 96

Bidder: Shearer Activities, Inc.

Reviewer: 4

**WINTER PROGRAMS
REQUEST FOR PROPOSAL CONTENT SCORING SHEET**

1. Cover Letter - Introduction (Pass or Fail)

- Does the proposal include a cover letter directed to the City Manager introducing the company and summarizing the proposal and key aspects of services to be provided?

SCORE: Fail

NOTES: Cover letter is directed to the City Manager, and introduces company/summarizes the proposal and key aspects of the services provided. Cover letter is not signed as required and stated in the RFP.

2. Company Experience, Background & Qualifications (0-25 points)

- Does the proposal demonstrate ability to operate the proposed concession? Proposers shall have a minimum of three (3) consecutive years of management experience. The city will also consider past performance of the Proposer. Proposers should also address:
 - Ability to complete implementation of the project within a mutually agreed upon and satisfactory time frame
 - Service philosophy
 - Experience and expertise of staff
 - Size of company, financial strength, and stability
 - Cost and quality of services

SCORE: 22

NOTES:

Proposal meets minimum of three consecutive years of management experience and in similar proposed winter activities. Has operated out of Lake Tahoe Golf Course for 15 years and the corner of State Hwy/Lake Parkway site. Both are snowmobile and tubing rental businesses. Have other local businesses in town (winter wonderland ski shop, Tahoe Sports Fishing and Lake Tahoe Boat Company).

Service philosophy-customer service is a priority for their business. Speed, Authenticity, Care, knowledge, Availability, Ease of Use, Immediacy, Reception, One Stop Shopping, Good Design and problem solving are listed as service philosophy terms Shearer Activities, Inc. believe in.

Experience and expertise of staff-has a local hiring preference. Lacks descriptive information of experience and expertise of staff. Highlights Code of Conduct form their employee handbook. States they utilize 50-70 employees during there winter operations. Positions range from supervisor positions to attendance and greeters.

For size of company, financial strength and stability-states their family business has been able to grow to adjust to market demands and create new business and new employee opportunities. No specific information listed indicating size of company, its financial strength and stability. States they will prepare an annual year-end operational and financial report and submit it to the City. No details listed of what this report will include.

Cost and quality of services-no listed cost of services given. States they will allow a local who owns their own skiing or snowshoeing equipment to access the groomed facility at no cost to them. Will charge for tubing, will charge for rental equipment. States they have a good idea of what equipment and quantities will initial be needed for immediate public consumption but gives no indication of what the proposed cost will be for these rentals and amenities provided.

3. Proposed Plan (0-30 points)

➤ **Concept and Theme Development (15 points)**

Proposal should state the nature and variety of the proposed concession including equipment provided, staging and overall operations/program area required, program variety, and hours of operation.

➤ **Design and Quality of Improvements (10 points)**

Proposal should describe the physical design of the proposed concession area including innovations and creativity of concepts.

Proposer may include in the proposal any capital improvements that they would like to make to the facility. Proposer would be responsible for 100% of funding and permitting of 100% of such improvements as permitted by the City, the County of El Dorado and the Tahoe Regional Planning Agency.

➤ **Staffing (5 points)**

Proposal should include the number of individuals that will participate in the concessionaire services, including their staff classification and estimated hours that each will participate in running and/or working for the concession.

NOTES:

Proposal has a well-rounded list of activities such as Lighted Christmas Tree Walk, Center Concessionaire Area, Snow Tube, Children's Play Area, X-Country/Snowshoeing Track, horse drawn sleigh rides and a future activity of electric snowmobiling. RFP intent is for low-impact winter activities, concerned about seeing snowmobiling as an activity, wouldn't consider this as a low-impact winter activity due to the environmental impacts, ground disturbance it can cause to City campground as well as level of noise they produce with its close proximity to the Al Tahoe and Bijou Pines neighborhoods. Foresee the use of snowmobiles at this site as a future complaint from the public. Would prefer not to see this amenity added to the site as it does not qualify as "low-impact". Concerned that focus in on snowmobile services rather than other low-impact winter activities given the site constraints, environmental impacts and site location.

Equipment to be provided-skis and tube, heavy equipment, trail cats, plows, snow making equipment. Currently own equipment to construct and operate each of the proposed activities.

Staging and overall operations/program area required- Proposal lacks detailed list of expected needs for overall operations. Does not state if they will be taking on cost of lighting/electric bill the proposed Christmas tree walk, what their lighting/outlet needs are. Proposal states that vendor and the City jointly need to address the existing water and electrical infrastructure needs. Does not give a proposal for where their equipment will be stored (on site or off) for the rental equipment of tubes and skis or the heavy equipment of trail cats, plows, snow making equipment, etc. would have liked to have seen this information provided in submitted proposal.

Hours of operation-operations will commence around December 1 and end around April with teardown and recondition of the site completed by April 30th of each year. Facility will be operated 7 days a week. Mon-Thur 10:00am-8:00pm, Friday-Sunday 9:00am-10:00pm.

Proposal provided a map with labels of the physical design of the proposed concession area. Should have submitted a written description providing detailed information each label as requested in RFP guidelines. Concerned with proposed location #1 of Christmas Tree Walk as it may interfere with Senior Center Services if they allow use of the area during day use operations of the Senior Center. Site #6 of proposed x-country/snowshoeing track not depicted on provided map. Also interested to see where the proposed snowmobile track would be. Not included in labeled map or described.

Proposal plans to staff 9-10 employees on duty during all regular operation hours. Positions range from Site Manager, equipment rental specialist, hospitality specialist and activity attendants.

4. Compensation Schedule (0-30 points)

Proposal must include a comprehensive compensation schedule.

The compensation schedule shall be evaluated based on the overall compensation to the City assuming a standardized sales forecast. The proposal which proposes the highest compensation to the City shall receive 30 points. All other Respondents will receive a percentage of points based on the variance of the compensation from the highest proposal. For example, if a respondent proposes a compensation that equals 75% of the highest proposed fee, that Respondent will receive 75% of the total possible points.

SCORE: 22.5

NOTES:

Proposal does not provide a standardized sale forecast as stated in RFP guidelines. Proposal provides a teared approach to its compensation to the City listed as 50% of net profit in year 1, 10% of gross profit in year 2 and 15% of gross profit from revenues generated from all concessionaire activities in year three. Note that proposal has stated throughout that if awarded this contract, they "will immediately create a new business entity solely to facilitate this proposal. This new entity would be essential site control, operations and financial reporting". Difficult to determine forecasting with provided balance sheets/profit and loss statements when the new business entity will not be part of the finances of existing business the proposer has.

With information provided, determining the sales forecast of Shearer Activities. Inc for this endeavor based on their 2021 Shearer Activities Inc. profit and loss balance sheet, their gross profit from January 1 -August 18 is listed as \$3,083,487.80., 50% of this cost is \$1,541,743.90, 10% would be \$308,348.78. this is assuming this business will be linked to this endeavor. It has been stated throughout the proposal that a new business entity will be created specifically for this agreement.

5. Financial Capability of Proposer (0-10 points)

- Proposer shall prove to the City's satisfaction the ability to provide adequate capitalization to fund improvements as well as maintain continuous operations given existing obligations combined with the obligations detailed in this RFP.

SCORE: 8

NOTES:

from provided balance sheets/ profit and loss statement proposal is able to demonstrate it is capable of running multiple local businesses. Justification for a score of is due to a negative net income of \$10,420.37 from Shearer Development LLC from January 1-August 2021, and a negative net income of \$90,513.36 from Lake Tahoe Boat Company between January 1-August 2021. Understandable for COVID the numbers given but no written justification of explanation provided for the negative net incomes. Skeptical that this may become a trend for the upcoming year if Shearer Activities Inc. is awarded the RFP. However, business has been around for a while and can sustain themselves through the ebbs and flows of market demands.

7. Local Business Preference (5 points)

- South Lake Tahoe City Code section 3.45.025(F) states: “The City shall apply a five percent discount to all local businesses which submit bids for materials, supplies, equipment and services for nonpublic projects. The city shall evaluate the local businesses’ bids as though the bid had been submitted at a cost of five percent lower than the cost submitted.”
- For the purposes of this RFP, this local business preference is interpreted to provide for 5 points for a local business, which is defined as a business which maintains its principal place of business in a fixed office within the City of South Lake Tahoe and possesses a current South Lake Tahoe business license.

SCORE: 5

NOTES:

Given local preference points as a current South Lake Tahoe local business

REVIEWER NARRATIVE COMMENTS: (what did you like best about this proposal, what was different about it, what sets it apart from others....)

Liked the community feel in the variation of activities proposal provides. Has previous experience with winter activities locally. Attractions for locals and visitors alike. Enjoyed the lighting proposal so its family friendly and available for the public to enjoy. Unique to incorporate the slay rides for a “classic” Tahoe winter memory like what the Borges family use to offer in the area.

TOTAL SCORE: 82.5

Bidder: Shearer Activities Inc.

Reviewer: 5

WINTER PROGRAMS REQUEST FOR PROPOSAL CONTENT SCORING SHEET

1. Cover Letter - Introduction (Pass or Fail)

- Does the proposal include a cover letter directed to the City Manager introducing the company and summarizing the proposal and key aspects of services to be provided?

SCORE: **Pass**

NOTES:

Introduced company experience and proposed concepts.

2. Company Experience, Background & Qualifications (0-25 points)

- Does the proposal demonstrate ability to operate the proposed concession? Proposers shall have a minimum of three (3) consecutive years of management experience. The city will also consider past performance of the Proposer. Proposers should also address:
 - Ability to complete implementation of the project within a mutually agreed upon and satisfactory time frame
 - Service philosophy
 - Experience and expertise of staff
 - Size of company, financial strength, and stability
 - Cost and quality of services

SCORE: **25**

NOTES:

RFP shows that proposer has experience in providing concessionaire service, in particular, specific to winter snow concessions, including tubing, snow play, and snowmobile courses. In addition, other non-snow concessions that shows experience.

Has internal policies related to staffing and customer interaction.

3. Proposed Plan (0-30 points)

➤ **Concept and Theme Development (15 points)**

Proposal should state the nature and variety of the proposed concession including equipment provided, staging and overall operations/program area required, program variety, and hours of operation.

➤ **Design and Quality of Improvements (10 points)**

Proposal should describe the physical design of the proposed concession area including innovations and creativity of concepts.

Proposer may include in the proposal any capital improvements that they would like to make to the facility. Proposer would be responsible for 100% of funding and permitting of 100% of such improvements as permitted by the City, the County of El Dorado and the Tahoe Regional Planning Agency.

➤ **Staffing (5 points)**

Proposal should include the number of individuals that will participate in the concessionaire services, including their staff classification and estimated hours that each will participate in running and/or working for the concession.

SCORE: **30**

NOTES:

4. Compensation Schedule (0-30 points)

Proposal must include a comprehensive compensation schedule.

The compensation schedule shall be evaluated based on the overall compensation to the City assuming a standardized sales forecast. The proposal which proposes the highest compensation to the City shall receive 30 points. All other Respondents will receive a percentage of points based on the variance of the compensation from the highest proposal. For example, if a respondent proposes a compensation that equals 75% of the highest proposed fee, that Respondent will receive 75% of the total possible points.

SCORE: **30**

NOTES:

75% of profits over three years. Highest compensation

5. Financial Capability of Proposer (0-10 points)

- Proposer shall prove to the City's satisfaction the ability to provide adequate capitalization to fund improvements as well as maintain continuous operations given existing obligations combined with the obligations detailed in this RFP.

SCORE: 10

NOTES:

7. Local Business Preference (5 points)

- South Lake Tahoe City Code section 3.45.025(F) states: "The City shall apply a five percent discount to all local businesses which submit bids for materials, supplies, equipment and services for nonpublic projects. The city shall evaluate the local businesses' bids as though the bid had been submitted at a cost of five percent lower than the cost submitted."
- For the purposes of this RFP, this local business preference is interpreted to provide for 5 points for a local business, which is defined as a business which maintains its principal place of business in a fixed office within the City of South Lake Tahoe and possesses a current South Lake Tahoe business license.

SCORE: 5

NOTES:

REVIEWER NARRATIVE COMMENTS: (what did you like best about this proposal, what was different about it, what sets it apart from others....)

Shearer enterprises provides an interesting and robust opportunities for active and passive winter recreation which includes active snow play, and passive snow play such as the winter Christmas walk. I think the Christmas walk can become a community type gathering event.

Total Score: 100

Bidder: Tube Tahoe
Reviewer: 1

843

WINTER PROGRAMS REQUEST FOR PROPOSAL CONTENT SCORING SHEET

1. Cover Letter - Introduction (Pass or Fail)

- Does the proposal include a cover letter directed to the City Manager introducing the company and summarizing the proposal and key aspects of services to be provided?

SCORE: Pass

NOTES: N/A

2. Company Experience, Background & Qualifications (0-25 points)

- Does the proposal demonstrate ability to operate the proposed concession? Proposers shall have a minimum of three (3) consecutive years of management experience. The city will also consider past performance of the Proposer. Proposers should also address:
 - Ability to complete implementation of the project within a mutually agreed upon and satisfactory time frame
 - Service philosophy
 - Experience and expertise of staff
 - Size of company, financial strength, and stability
 - Cost and quality of services

SCORE: 15.5

NOTES: Only bios were provided - focus on product & tech, very little on service

3. Proposed Plan (0-30 points)

- Concept and Theme Development (15 points) 13
Proposal should state the nature and variety of the proposed concession including equipment provided, staging and overall operations/program area required, program variety, and hours of operation.

- Design and Quality of Improvements (10 points) 10
Proposal should describe the physical design of the proposed concession area including innovations and creativity of concepts.

Proposer may include in the proposal any capital improvements that they would like to make to the facility. Proposer would be responsible for 100% of funding and permitting of 100% of such improvements as permitted by the City, the County of El Dorado and the Tahoe Regional Planning Agency.

- Staffing (5 points) 4
Proposal should include the number of individuals that will participate in the concessionaire services, including their staff classification and estimated hours that each will participate in running and/or working for the concession.

SCORE: 27

NOTES: *Exciting Concepts, seems to be well thoughtout,
Solves infrastructure problem with or without improvements
Staffing number only, no further information given*

4. Compensation Schedule (0-30 points)

Proposal must include a comprehensive compensation schedule. The compensation schedule shall be evaluated based on the overall compensation to the City assuming a standardized sales forecast. The proposal which proposes the highest compensation to the City shall receive 30 points. All other Respondents will receive a percentage of points based on the variance of the compensation from the highest proposal. For example, if a respondent proposes a compensation that equals 75% of the highest proposed fee, that Respondent will receive 75% of the total possible points.

SCORE: 30

NOTES:

5. Financial Capability of Proposer (0-10 points)

- Proposer shall prove to the City's satisfaction the ability to provide adequate capitalization to fund improvements as well as maintain continuous operations given existing obligations combined with the obligations detailed in this RFP.

SCORE: 7

NOTES: *Not a thorough representation of assets
Enough to leverage or support 1 season*

7. Local Business Preference (5 points)

- South Lake Tahoe City Code section 3.45.025(F) states: "The City shall apply a five percent discount to all local businesses which submit bids for materials, supplies, equipment and services for nonpublic projects. The city shall evaluate the local businesses' bids as though the bid had been submitted at a cost of five percent lower than the cost submitted."
- For the purposes of this RFP, this local business preference is interpreted to provide for 5 points for a local business, which is defined as a business which maintains its principal place of business in a fixed office within the City of South Lake Tahoe and possesses a current South Lake Tahoe business license.

SCORE: 5

NOTES:

REVIEWER NARRATIVE COMMENTS: (what did you like best about this proposal, what was different about it, what sets it apart from others....)

**WINTER PROGRAMS
REQUEST FOR PROPOSAL CONTENT SCORING SHEET**

1. Cover Letter - Introduction (Pass or Fail)

- Does the proposal include a cover letter directed to the City Manager introducing the company and summarizing the proposal and key aspects of services to be provided?

SCORE: __ Pass _____

NOTES: Meets requested criteria

2. Company Experience, Background & Qualifications (0-25 points)

- Does the proposal demonstrate ability to operate the proposed concession? Proposers shall have a minimum of three (3) consecutive years of management experience. The city will also consider past performance of the Proposer. Proposers should also address:
 - Ability to complete implementation of the project within a mutually agreed upon and satisfactory time frame
 - Service philosophy
 - Experience and expertise of staff
 - Size of company, financial strength, and stability
 - Cost and quality of services

SCORE: __ 22 _____

NOTES: Local business experience

3. Proposed Plan (0-30 points)

➤ **Concept and Theme Development (15 points)**

Proposal should state the nature and variety of the proposed concession including equipment provided, staging and overall operations/program area required, program variety, and hours of operation.

➤ **Design and Quality of Improvements (10 points)**

Proposal should describe the physical design of the proposed concession area including innovations and creativity of concepts.

Proposer may include in the proposal any capital improvements that they would like to make to the facility. Proposer would be responsible for 100% of funding and permitting of 100% of such improvements as permitted by the City, the County of El Dorado and the Tahoe Regional Planning Agency.

➤ **Staffing (5 points)**

Proposal should include the number of individuals that will participate in the concessionaire services, including their staff classification and estimated hours that each will participate in running and/or working for the concession.

SCORE: _____ 25 _____

NOTES: Well-rounded product activity lineup. Possibility of Infrastructure upgrades mentioned. Backup power provided and detailed. Snow making capabilities if needed. New and exciting activities. City infrastructure needs and support require discussion

4. Compensation Schedule (0-30 points)

Proposal must include a comprehensive compensation schedule.

The compensation schedule shall be evaluated based on the overall compensation to the City assuming a standardized sales forecast. The proposal which proposes the highest compensation to the City shall receive 30 points. All other Respondents will receive a percentage of points based on the variance of the compensation from the highest proposal. For example, if a respondent proposes a compensation that equals 75% of the highest proposed fee, that Respondent will receive 75% of the total possible points.

SCORE: _____ 30 _____

NOTES: 15% of total business profits

5. Financial Capability of Proposer (0-10 points)

- Proposer shall prove to the City's satisfaction the ability to provide adequate capitalization to fund improvements as well as maintain continuous operations given existing obligations combined with the obligations detailed in this RFP.

SCORE: _____ 8 _____

NOTES:

7. Local Business Preference (5 points)

- South Lake Tahoe City Code section 3.45.025(F) states: "The City shall apply a five percent discount to all local businesses which submit bids for materials, supplies, equipment and services for nonpublic projects. The city shall evaluate the local businesses' bids as though the bid had been submitted at a cost of five percent lower than the cost submitted."
- For the purposes of this RFP, this local business preference is interpreted to provide for 5 points for a local business, which is defined as a business which maintains its principal place of business in a fixed office within the City of South Lake Tahoe and possesses a current South Lake Tahoe business license.

SCORE: _____ 5 _____

NOTES: 1 local business cited.

Total Score: 90

REVIEWER NARRATIVE COMMENTS: (what did you like best about this proposal, what was different about it, what sets it apart from others....)

Great production, something for everyone and some exciting new activities to try

Bidder: Mark Budgett & Vito Phelan
Reviewer: " 3 "

WINTER PROGRAMS REQUEST FOR PROPOSAL CONTENT SCORING SHEET

1. Cover Letter - Introduction (Pass or Fail)

- Does the proposal include a cover letter directed to the City Manager introducing the company and summarizing the proposal and key aspects of services to be provided?

SCORE: PASS

NOTES: Well written letter. Meets all requirements to introduce the company and summarize proposal.

2. Company Experience, Background & Qualifications (0-25 points)

- Does the proposal demonstrate ability to operate the proposed concession? Proposers shall have a minimum of three (3) consecutive years of management experience. The city will also consider past performance of the Proposer. Proposers should also address:
- Ability to complete implementation of the project within a mutually agreed upon and satisfactory time frame
 - Service philosophy
 - Experience and expertise of staff
 - Size of company, financial strength, and stability
 - Cost and quality of services

SCORE: 24

NOTES: The proposal does demonstrate the ability of proposer to operate the concession based on the history and work experience demonstrated in the proposer's bios. However, the proposer only has one year of management experience in the specific winter program type of activity being proposed. This was a small requirement in the review of all experience/qualifications so only one point was deducted.

3. Proposed Plan (0-30 points)

- Concept and Theme Development (15 points) 15
Proposal should state the nature and variety of the proposed concession including equipment provided, staging and overall operations/program area required, program variety, and hours of operation.
- Design and Quality of Improvements (10 points) 10
Proposal should describe the physical design of the proposed concession area including innovations and creativity of concepts.

Proposer may include in the proposal any capital improvements that they would like to make to the facility. Proposer would be responsible for 100% of funding and permitting of 100% of such improvements as permitted by the City, the County of El Dorado and the Tahoe Regional Planning Agency.

- Staffing (5 points) 5
Proposal should include the number of individuals that will participate in the concessionaire services, including their staff classification and estimated hours that each will participate in running and/or working for the concession.

SCORE: 30

NOTES: Proposal demonstrated necessary requirements of staffing, design, necessary improvements and theme while also providing a creative and unique experience concept.
All points were awarded

4. Compensation Schedule (0-30 points)

Proposal must include a comprehensive compensation schedule.

The compensation schedule shall be evaluated based on the overall compensation to the City assuming a standardized sales forecast. The proposal which proposes the highest compensation to the City shall receive 30 points. All other Respondents will receive a percentage of points based on the variance of the compensation from the highest proposal. For example, if a respondent proposes a compensation that equals 75% of the highest proposed fee, that Respondent will receive 75% of the total possible points.

SCORE: 30

NOTES: Compensation schedule was appropriate and explained in a way that was understandable and sufficient.
All points were awarded

5. Financial Capability of Proposer (0-10 points)

- Proposer shall prove to the City's satisfaction the ability to provide adequate capitalization to fund improvements as well as maintain continuous operations given existing obligations combined with the obligations detailed in this RFP.

SCORE: 8

NOTES: Proposer provided basic knowledge on funds available but did not go into detail on those funds, other obligations, any pending competing funds and budget operations of current concession or comparison

7. Local Business Preference (5 points)

- South Lake Tahoe City Code section 3.45.025(F) states: "The City shall apply a five percent discount to all local businesses which submit bids for materials, supplies, equipment and services for nonpublic projects. The city shall evaluate the local businesses' bids as though the bid had been submitted at a cost of five percent lower than the cost submitted."
- For the purposes of this RFP, this local business preference is interpreted to provide for 5 points for a local business, which is defined as a business which maintains its principal place of business in a fixed office within the City of South Lake Tahoe and possesses a current South Lake Tahoe business license.

SCORE: 5

NOTES: All points awarded

REVIEWER NARRATIVE COMMENTS: (what did you like best about this proposal, what was different about it, what sets it apart from others....)

Total = 97

Bidder: Mark Budgell

Reviewer: 4

**WINTER PROGRAMS
REQUEST FOR PROPOSAL CONTENT SCORING SHEET**

1. Cover Letter - Introduction (Pass or Fail)

- Does the proposal include a cover letter directed to the City Manager introducing the company and summarizing the proposal and key aspects of services to be provided?

SCORE: Pass

NOTES: : Cover letter is directed to the City Manager, and introduces company/summarizes the proposal and key aspects of the services provided. Cover letter is signed as required and stated in the RFP.

2. Company Experience, Background & Qualifications (0-25 points)

- Does the proposal demonstrate ability to operate the proposed concession? Proposers shall have a minimum of three (3) consecutive years of management experience. The city will also consider past performance of the Proposer. Proposers should also address:
 - Ability to complete implementation of the project within a mutually agreed upon and satisfactory time frame
 - Service philosophy
 - Experience and expertise of staff
 - Size of company, financial strength, and stability
 - Cost and quality of services

SCORE: 17

NOTES:

States that co-owners have over 37 years of combined experience in marketing, PR, event planning and execution, business management and tourism and hospitality. Own Tube Tahoe in Meyers generated \$1 Million in sales. Is a newer business.

Service philosophy- an initiative and differentiated experience, creative marketing and a commitment to operational excellence.

Experience and expertise of staff-experienced in Marketing. Their marketing program for this RFP proposes: Branding & logo, website, video and photography, email marketing, digital and social media, search, public relations and word of mouth.

Experience in similar market with Tube Tahoe. Is a very new company, only 1 year of experience in winter activity market stated. Numbers provided from last year show they were successful. Would have like to have see a detailed description of what experience they have with winter activities. Lacking minimum of 3 years of management experience but states 37 years of combine experience without giving specifics of what that entails.

Size of company, financial strength, and stability-implied that company is small but not outrightly stated. Has \$500,000 in funds allocated to fund startup costs for the Winter Wonderland Project. Stability unknown.

Cost and quality of service-Chart lists:

- *Parking-free*
- *General admissions \$25 for snow concessions*
- *\$45 for 20 minute od snow karts/bikes*
- *Offers a local discount- 25% off Monday-Friday with local ID*

3. Proposed Plan (0-30 points)

➤ **Concept and Theme Development (15 points)**

Proposal should state the nature and variety of the proposed concession including equipment provided, staging and overall operations/program area required, program variety, and hours of operation.

➤ **Design and Quality of Improvements (10 points)**

Proposal should describe the physical design of the proposed concession area including innovations and creativity of concepts.

Proposer may include in the proposal any capital improvements that they would like to make to the facility. Proposer would be responsible for 100% of funding and permitting of 100% of such improvements as permitted by the City, the County of El Dorado and the Tahoe Regional Planning Agency.

➤ **Staffing (5 points)**

Proposal should include the number of individuals that will participate in the concessionaire services, including their staff classification and estimated hours that each will participate in running and/or working for the concession.

SCORE: 25

NOTES:

Theme is 'Winter Wonderland'. Proposal includes E-snow karting & biking, snow play area, snowball shooting gallery, snow tube carousel, snow slide, bungee platform and ice bumper tubes. All are low impact as requested in the RFP. Is able to provide snow making technology no matter the outside temperature. Good to see this included as Tahoe varies in snow years to drought years and cannot rely on mother nature to be successful. However, later on in proposal states that phase 2 attractions will open once temperatures drop and we receive natural snow...this contradicts its earlier statement. concerned about seeing the snow cart and snow bikes as an activity, wouldn't consider this as a low-impact winter activity due to the environmental impacts, ground disturbance it can cause to City campground as well as level of noise they produce with its close proximity to the Al Tahoe and Bijou Pines neighborhoods. Foresee the use of snow cart and snow bikes at this site as a future complaint from the public. Would prefer not to see this amenity added to the site as it does not qualify as "low-impact" or have information provided on how they will keep the snow cart and snow bikes on the paved campground loops and prevent them from entering the dirt areas. Proposal does demonstrate in diagrams the intent to keep snow karts/bikes on paved loops within the campground.

Equipment to be provided-primary equipment-mobile snow making unit, portable commercial generator. In the future, will explore bringing 3 phase power to park pending feasibility study, permits and cost analysis.

Proposal states they aim to have phase 1 attractions open for thanksgiving. Once temperatures drop and we receive adequate natural snow, phase 2 attractions will open which feature the snow bikes/carts and the multi-use track. Chart shows April 17th as end of season. Hours of operation are 10am-8:00pm Mon-Sun.

Will hire their own snow removal services for parking within rec center/ice area parking lot to ensure clear spots remain available for them to operate.

Proposal showed map of where different amenities will be located on 56 acre. Concerned with proposed location #1 entry and ticketing as it may interfere with Senior Center Services and during day use operations of the Senior Center. Would want to have clear signage that parking for this concessionaire is in Rec Center parking lot and not the Senior Center parking lot. Like that they have staging of their snow equipment planned for in an on-site storage container. Location of container is depicted as in the dirt and not on a paved area. May need to reconsider this to be compliant with TRPA and City requirements of storage units. Proposal also provides its own ticket booth intended to be placed at the entry to the concessions.

Proposal plan for staff-estimate a total of 22 new staff hires. Aim to recruit local employees and ready to work at open date in November/December.

4. Compensation Schedule (0-30 points)

Proposal must include a comprehensive compensation schedule.

The compensation schedule shall be evaluated based on the overall compensation to the City assuming a standardized sales forecast. The proposal which proposes the highest compensation to the City shall receive 30 points. All other Respondents will receive a percentage of points based on the variance of the compensation from the highest proposal. For example, if a respondent proposes a compensation that equals 75% of the highest proposed fee, that Respondent will receive 75% of the total possible points.

SCORE: 30

NOTES:

Proposal states they will offer 15% of profits from the business to the City of South Lake Tahoe. Estimated net total of \$291,150 in total payments over the three-year term of the agreement. Payments would be made monthly to the City. This breaks down to an annual average estimate of \$97,050 to the City.

5. Financial Capability of Proposer (0-10 points)

- Proposer shall prove to the City's satisfaction the ability to provide adequate capitalization to fund improvements as well as maintain continuous operations given existing obligations combined with the obligations detailed in this RFP.

SCORE: 7

NOTES:

States they have more than \$500,000 in funds allocated to fund startup costs for the Winter Wonderland Project. No other financial obligations have been promised of these funds.

Project would be funded by Budgell Enterprises LLC owned by Mark Budgell. If awarded, funding would flow from Budgell Enterprises to a new entity jointly owned by Mark Budgell and Vito Phelan. Is a newly established company when it comes to its business experience with winter activities. Concerned that the higher cost services (\$45 per 20 minute ride on snow kart/bike) is highly reliant on natural snow fall. If a drought year occurs, this could have a direct effect of projected sales costs.

7. Local Business Preference (5 points)

- South Lake Tahoe City Code section 3.45.025(F) states: “The City shall apply a five percent discount to all local businesses which submit bids for materials, supplies, equipment and services for nonpublic projects. The city shall evaluate the local businesses’ bids as though the bid had been submitted at a cost of five percent lower than the cost submitted.”
- For the purposes of this RFP, this local business preference is interpreted to provide for 5 points for a local business, which is defined as a business which maintains its principal place of business in a fixed office within the City of South Lake Tahoe and possesses a current South Lake Tahoe business license.

SCORE: 5

NOTES:

Given local preference points as a current South Lake Tahoe local business

REVIEWER NARRATIVE COMMENTS: (what did you like best about this proposal, what was different about it, what sets it apart from others....)

Liked that they will hire their own snow removal services for parking within rec center/ice area parking lot to ensure clear spots remain available for them to operate. Show they can be self-sufficient. Impressed by their incorporation of staging locations in the proposal and realization they will need to keep their equipment safe and secured when not in use and provided their own storage container for this.

TOTAL SCORE: 84

Bidder: Budgell/Phelan Proposal

Reviewer: 5

WINTER PROGRAMS REQUEST FOR PROPOSAL CONTENT SCORING SHEET

1. Cover Letter - Introduction (Pass or Fail)

- Does the proposal include a cover letter directed to the City Manager introducing the company and summarizing the proposal and key aspects of services to be provided?

SCORE: Pass

NOTES:

Introduced company experience and proposed concepts.

2. Company Experience, Background & Qualifications (0-25 points)

- Does the proposal demonstrate ability to operate the proposed concession? Proposers shall have a minimum of three (3) consecutive years of management experience. The city will also consider past performance of the Proposer. Proposers should also address:
 - Ability to complete implementation of the project within a mutually agreed upon and satisfactory time frame
 - Service philosophy
 - Experience and expertise of staff
 - Size of company, financial strength, and stability
 - Cost and quality of services

SCORE: 20

NOTES:

RFP did not discuss service philosophy or experience or expertise of staff. Financial strength may be a concern.

3. Proposed Plan (0-30 points)

➤ **Concept and Theme Development (15 points)**

Proposal should state the nature and variety of the proposed concession including equipment provided, staging and overall operations/program area required, program variety, and hours of operation.

➤ **Design and Quality of Improvements (10 points)**

Proposal should describe the physical design of the proposed concession area including innovations and creativity of concepts.

Proposer may include in the proposal any capital improvements that they would like to make to the facility. Proposer would be responsible for 100% of funding and permitting of 100% of such improvements as permitted by the City, the County of El Dorado and the Tahoe Regional Planning Agency.

➤ **Staffing (5 points)**

Proposal should include the number of individuals that will participate in the concessionaire services, including their staff classification and estimated hours that each will participate in running and/or working for the concession.

SCORE: **30**

NOTES:

4. Compensation Schedule (0-30 points)

Proposal must include a comprehensive compensation schedule.

The compensation schedule shall be evaluated based on the overall compensation to the City assuming a standardized sales forecast. The proposal which proposes the highest compensation to the City shall receive 30 points. All other Respondents will receive a percentage of points based on the variance of the compensation from the highest proposal. For example, if a respondent proposes a compensation that equals 75% of the highest proposed fee, that Respondent will receive 75% of the total possible points.

SCORE: **18**

NOTES:

60% of the highest proposal

5. Financial Capability of Proposer (0-10 points)

- Proposer shall prove to the City's satisfaction the ability to provide adequate capitalization to fund improvements as well as maintain continuous operations given existing obligations combined with the obligations detailed in this RFP.

SCORE: 8

NOTES:

Unsure if 500,000 is adequate capitalization. Also, the proposal did not include any discussion on existing obligations (re: Tahoe Tube in Meyers)

7. Local Business Preference (5 points)

- South Lake Tahoe City Code section 3.45.025(F) states: "The City shall apply a five percent discount to all local businesses which submit bids for materials, supplies, equipment and services for nonpublic projects. The city shall evaluate the local businesses' bids as though the bid had been submitted at a cost of five percent lower than the cost submitted."
- For the purposes of this RFP, this local business preference is interpreted to provide for 5 points for a local business, which is defined as a business which maintains its principal place of business in a fixed office within the City of South Lake Tahoe and possesses a current South Lake Tahoe business license.

SCORE: 5

NOTES:

Unable to determine if the actual business is located in the City.

REVIEWER NARRATIVE COMMENTS: (what did you like best about this proposal, what was different about it, what sets it apart from others....)

Proposal includes interesting and robust opportunities for winter recreation. I do have a concern with the main recreation component, which is the e-bikes and e-karts. If TRPA were to determine that this are akin to a snowmobile, this concept could not be approved.

Total Score: 81



September 14, 2021

Shearer Activities, Inc
900 ski Run Blvd. Suite 101
South Lake Tahoe, CA 96150

Re: Award Decision, Department of Parks and Recreation, RFP #2021-08-06 for Winter Program Concessionaire Services

Dear Mr. Shearer

Congratulations. The evaluation panel, using the weighted criteria outlined in the subject Request for Proposals (RFP), has completed its review of the proposals received. We are pleased to announce that your proposal received the panel's highest score.

Enclosed with this letter is an electronic copy of the City's approved Concessionaire Agreement. We respectfully ask you to review the terms and conditions. Any changes should be made with MS Word Track Changes so that our Attorney may review them. We also kindly ask that you provide us a scope of services attachment that includes all services requested in our RFP. When both parties arrive at mutually acceptable terms, we will place the master agreement on the City Council agenda for adoption.

Thank you for your interest in working with the City of South Lake Tahoe. If you have any questions or concerns, please do not hesitate to reach out to me at (530) 542-6197.

Very truly yours,

A handwritten signature in cursive script that reads "Lauren Thomaselli".

Lauren Thomaselli, Director of Parks and Recreation
City of South Lake Tahoe

Attachment: Professional Services Agreement



September 14, 2021

Budgell Enterprises LLC
1967 Piute St
South Lake Tahoe, CA 96150

Re: Award Decision, Department of Parks and Recreation RFP #2021-08-06 for Winter Program Concessionaire Services

Dear Mr Budgell,

Thank you for submitting a proposal in response to the subject Request for Proposals (RFP). An evaluation panel, using the weighted criteria outlined in the RFP, has completed its review and scoring of all the proposals we received. The proposal submitted by Shearer Activities, Inc received the panel's highest score. We will be developing a contract for the requested services with that organization. Thank you again for your participation, and for your interest in doing business with the City of South Lake Tahoe.

This award is a final decision subject to the successful negotiation of a mutually acceptable contract. A non-selected bidder may protest the award of a contract by submitting a written bid protest which shall be received by the city clerk no later than seven calendar days after the city's selection of the winning bidder or no later than 10 calendar days from the date that the city issues notice of designation of a bidder as non-responsible. Please see City of South Lake Tahoe Code section 3.45.020 for the full bid protest procedure.

Very truly yours,

A handwritten signature in blue ink that reads "Lauren Thomaselli".

Lauren Thomaselli, Director of Parks and Recreation
City of South Lake Tahoe

September 17, 2021

Susan Blankenship
City Clerk
1901 Lisa Maloff Way
Ste. 206
South Lake Tahoe, CA 96150

Protest of South Lake Tahoe-Winter Wonderland RFP

Susan Blankenship,

I'm writing to you to formally protest the results of the **Lake Tahoe-Winter Wonderland RFP** and request a full review of the scoring process.

On August 20, myself and partner Vito Phelan responded to the RFP under the business name of Budget Enterprises LLC. We spent a great deal of time developing a detailed and thorough proposal that followed all required guidelines.

On September 14, we were informed that we lost the bid to Shearer Activities. In an attempt to understand how we could have improved our proposal, we made a formal Public Records Request for the score sheets completed by the five city employees who scored our respective bids.

Upon review, we were alarmed to find what we considered to be blatant bias and disregard for the RFP guidelines. Here is a summary of our primary complaints:

- Compensation Category: Reviewers 1- 4 awarded our proposal the full 30 points, while Reviewer 5 awarded us only 18 points. Our understanding of the RFP instructions was that this category was not a subjective measurement. The proposal that offered the most revenue generation to the city was to be awarded maximum points by all reviewers.

Further, Reviewer 5 indicated in his/her scoring sheet that Shearer Activities was offering 75% of profits over three years. Based on notes we saw in the other score sheets, this is either a gross misunderstanding on the part of Reviewer 5 or an attempt to skew results.

- Review 4 included this comment in his/her scoresheet regarding Shearer Activities's proposal that we found especially concerning:

“Proposal does not provide a standardized sale forecast as stated in RFP guidelines.”

This begs the question how any of the reviewers were able to accurately assess Shearer Activities’ compensation to the city, per the requirement of the RFP. It’s also a failure to meet RFP requirements.

- Reviewer 4 also flagged that Shearer Activities failed to provide a signature on their cover letter, which was a Pass/Fail requirement of the RFP.

When looking at the overall results of the scoring, we also noted the following concerning trends that seem to indicate either a misunderstanding of the scoring process or extreme bias on the part of Reviewer 5:

- Reviewer 5’s scoring deviated so significantly from his/her colleague that he/she independently changed the results of the RFP. Example: Out of his/her colleagues, 3 out of 4 scored in our favor.
- Reviewer 5 also awarded Shearer activities a perfect 100. None of the other reviewers awarded either proposer a perfect score. (In my career, I’ve personally participated in roughly 30 RFPs. I’ve yet to see one receive a perfect score).
- At the same time, Reviewer 5 awarded our proposal a score so low that it stands as an alarming deviation from the median score awarded to our proposal by his/her four colleagues.

We kindly ask that you conduct a full and detailed review of the scoring process before this is brought to the City Council. Please understand that it’s not our intention to belabour this process, we simply want an outcome that is fair and equitable and honors the amount of effort we put into the proposal we submitted.

We have included the scoring sheets for your review. Please be advised that we are also in the process of retaining counsel.

Yours Truly,
Mark Budgell

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: October 19, 2021

Agenda Item #: 12.



Agenda Item: Citizen Commissions and Boards - Art, Culture and Tourism Commission Selection

Executive Summary: The Art, Culture and Tourism Commission was established by Resolution 2021-061 on August 3. The City Clerk solicited for applications to the Commission beginning August 20 and extended the solicitation period on September 17 due the City's evacuation status during the Caldor Fire. The deadline to submit applications closed on October 1.

Seven applications were received for five voting positions to the Commission. No applications were identified for the one non-voting representative from the South Lake Tahoe Tourism Improvement District or Lake Tahoe Lodging Association. No applications were identified for a youth member.

City Council may make appointments to the five voting positions in all or part from the seven applicants and/or resolicit applications for this commission and bring this item back to a future City Council meeting.

Requested Action / Suggested Motions: Pass a Motion selecting three members to serve two-year terms (date of appointment to 2/2023) and two members to serve one-year term (date of appointment to 2/2022) to the Arts, Culture and Tourism Commission; and provide direction to staff regarding the non-voting representative.

Responsible Staff Member: Susan Blankenship, City Clerk

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

Reviewed and Approved By:

Heather Stroud, City Attorney

Attachments:

[01-Staff Report - ACT Commission Selection.docx](#)

[02-August 3, 2021 Staff Report-TAC Commission.pdf](#)

[03-Res 2021-061 Boards and Commissions](#)

[04-Notice of Solicitation Arts, Culture and Tourism Commission_sb.pdf](#)

[05-Applications_Redacted.pdf](#)



City of South Lake Tahoe

Report to City Council

Meeting Date: October 19, 2021

Title: Citizen Commissions and Boards – Art, Culture and Tourism Commission Selection

Location: Citywide

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

Background: The Art, Culture and Tourism Commission was established by Resolution 2021-061 on August 3. The City Clerk solicited for applications to the Commission beginning August 20 and extended the solicitation period on September 17 due to the City's evacuation status during the Caldor Fire. The deadline to submit applications closed on October 1.

The Solicitation advertised the Commission composition as follows:

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

Issue and Discussion: Seven (7) applications were received for five (5) voting positions to the Commission. No applications were identified for the one (1) non-voting representative from the South Lake Tahoe Tourism Improvement District or Lake Tahoe Lodging Association. No applications were identified for youth member.

City Council may make appointments to the five voting positions in all or part from the seven applicants and/or resolicit applications for this commission and bring this item back to a future City Council meeting.

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: None.

Policy Implications: The solicitation and appointment of citizens to various boards and commissions meets the requirements set forth in Resolution 2021-061 and conforms to City Council Protocols.



City of South Lake Tahoe

Report to City Council

Meeting Date: August 3, 2021

Title: Citizen Commissions and Boards -Tourism, Arts, and Culture Commission

Location: Citywide

Responsible Staff Member: Sheree Juarez, Executive Assistant (530) 542-7950 and Kelley Edwards, Recreation Manager (530) 542-6059

Background: At its meeting on February 2, 2021, City Council directed staff to bring back an item to establish a Tourism, Arts, and Culture Commission (TACC). The ultimate goal of the Commission is to recommend enriching experiences through Arts, Culture, and Tourism to benefit our local community and visitors to our City. The City Manager saw a need to create a platform for South Lake Tahoe residents to discuss tourism, arts, and culture and determine how these services can enhance our city. While continuing to work with local agencies to promote sustainable tourism, residents can have a voice in shaping tourism for our City by creating positive experiences for visitors and residents alike.

Issue and Discussion: City Council has committed to funding public art in the City of South Lake Tahoe through the allocation of funds for the 2021 fiscal year. The purpose of this Commission to develop our desired state of arts and culture, while recognizing that tourism is a key element in our community. The TACC will coordinate ways we can improve quality of life in our city.

Duties:

The TACC will act in an advisory capacity to the City Council and will not express authority or power or act on behalf of the City. Additionally, the Commission shall review proposed policies on Tourism, Arts, and Culture programs and report findings and make recommendations to the City Council. The Commission will also review proposed public arts projects and make recommendations for appropriation of funds for specific projects. The Commission shall have the opportunity at each City Council meeting, under agenda item City Commission Reports, to provide a brief report on its activities and will provide a formal written report to the City Council annually at the Council's November meeting.

Structure:

The recommendation is for the TACC to consist of five (5) members. Three (3) members shall have terms commencing in February of odd numbered years and two (2) members shall have terms commencing in February of even numbered years. The commission will seek to include members that have a background in tourism and public arts or a multi-cultural perspective. At least one member shall be a youth representative with the qualifications listed above. In the event that a youth member does not apply, or are not selected by City Council, then one position will be available to the general public.

In addition to the five commission members, a designated City staff from both the Parks & Recreation Department and the City Manager's Office will be assigned as permanent liaisons to the Commission. Additional City staff may attend Commission meetings as needed to provide information, answer questions, collaborate with, and follow-up as requested by the Commission.

In addition to modifying the resolution to add the TACC, the City Clerk has also made minor edits for consistency across other boards and commissions as shown in the redlined resolution.

Financial Implications: Minimal amount of City staff time to provide administrative support to the Commission.

Environmental Considerations: None

Policy Implications: A new City Commission to be called "Tourism, Arts, and Culture Commission" to be added by resolution. The development of this Commission is a part of our 2021-2026 Strategic Plan under priority 4-Economic Development. Under goal 4.2-Support Development of Regenerative Tourism Model, action item one states to "develop a framework to create a Tourism, Arts, and Culture Commission to assist City Council in efforts related to reframing tourism, arts and culture while coordinating with Lake Tahoe Visitors Authority (LTVA)".

Resolution 2021-061

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

August 3, 2021

**City Commissions and Boards
(Replacing Resolution 2021-038)**

BACKGROUND

- A. The City of South Lake Tahoe Commissions and Boards consist of: 1) Airport Land Use Commission; 2) Building and Housing Board of Appeals; 3) Parks and Recreation Commission; 4) Planning Commission; 5) Police Advisory Commission; and 6) Arts, Culture and Tourism Commission.
- B. This resolution provides the City Council, City staff and the public information regarding the structure, duties, qualifications and responsibilities of City Commissions and Boards.
- C. This resolution provides the process for the appointment and removal of commissioners and board members and the general policies and procedures of City Commissions and Boards.
- D. This resolution assists in facilitating the City Commission and Board operations and in maximizing public participation.

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

Section 1. Application Process/Appointment Process/Removal:

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

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

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

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

Applicant List.

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

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

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

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

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

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

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

Section 2. Residency Requirements

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

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

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

Section 3. Structure Terms of Office and Qualifications

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

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

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

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

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

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

Section 4. Adoption of Rules and Procedures

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

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

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

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

Section 5. Duties and Responsibilities

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

- A. Airport Land Use Commission: The City's Planning Commission, when augmented with the Airport Land Use Commission, shall exercise the following responsibilities set forth in the Airport Comprehensive Land Use Plan (CLUP) under the authority of the California. Public Utilities Code, Chapter 4, Article 3.5, as follows:
1. The adoption of a basic Airport Land Use Commission Policy Plan, as adopted by the ALUC.
 2. The adoption of land use plans for individual airports, as adopted by the South Lake Tahoe ALUC for Lake Tahoe Airport.
 3. The incorporation of the land use compatibility guidelines contained in the CLUP into the general plan and land use regulations by cities and counties with jurisdiction over any geographic area subject to the CLUP.
 4. ALUC review and determination of compatibility of individual development proposals, general plan amendments, and other land use plans and regulations around airports.
- B. Building and Housing Board of Appeals: 1) Hear and decide appeals of orders, decisions or determinations made by the Building Official in the application and interpretation of the Building and Housing related codes adopted by the City Council. 2) Hear and decide appeals regarding requirements of the City relating to the use, maintenance and change of occupancy of buildings and structures, including requirements governing alteration, additions, repair, demolition and moving. 3) Hear and decide appeals relating to new building construction and appeals relating to existing buildings.
- The Board shall have no administrative authority, nor shall it be entitled to waive provisions of the Code in deciding on appeal.
- C. Parks and Recreation Commission: 1) Advise the City Council concerning proposed policies relating to parks and recreation department operations within the City. 2) Review and recommend capital improvement projects in parks and recreation

facilities within the City.

- D. Planning Commission: 1) Assist in the preparation, update of and recommendations to the City Council concerning the general plan for the physical development of the City. 2) Perform those duties set forth in Article 7 of the California Government Code under such conditions as the City Council may from time to time establish. 3) Serve as the Delinquent Refuse Hearing Board.
- E. Police Advisory Commission: 1) Review and discuss Police Department policy. 2) Receive, review, and discuss annual police employee personnel complaint statistics including number, nature, and outcomes of complaints. 3) Receive, review, and discuss various transparency related reports on RIPA data, use of force, and other information as directed by the commission and allowable by law. 4) Advise and assist the Police Department on recruitment strategies focusing on local and underrepresented populations. 5) Collaborate on community outreach strategies and local cultural competency training for police employees. 6) Open forum to discuss any other police/community issues.
- F. Arts, Culture and Tourism Commission: 1) Act in advisory capacity to the City Council and no express authority or power to act on behalf of the City is hereby delegated. 2) Review proposed policies on Arts, Culture and Tourism programs and report findings. 3) Review proposed public arts projects and make recommendations for appropriation of funds for specific projects.

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

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

Section 6. Miscellaneous Matters

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

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

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

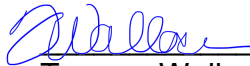
In compliance with the Brown Act, all meetings shall be open and public, and each meeting shall be tape recorded. Conformed Agendas shall constitute the official Minutes of Commission and Board meetings and will serve as documentation of actions taken. Agenda packets shall be made available to the public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

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

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

Adopted by the City of South Lake Tahoe City Council on August 3, 2021 by the following vote:

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



Tamara Wallace, Mayor

Date: 8/5/2021

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.

**City of South Lake Tahoe
Notice of Solicitation of Applications**

**Deadline Extended to October 1, 2021
Arts, Culture & Tourism Commission**

NOTICE IS HEREBY GIVEN that the City Council of the City of South Lake Tahoe is soliciting for applications for appointment to the following City Commission:

Arts, Culture and Tourism Commission: (Two-Year Staggered Term)

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

During the inaugural round of appointments, City Council will be appointing members to serve one- or two-year terms to establish the staggered rotation. The Applicants shall reside within the Tahoe Basin portion of El Dorado County. The Arts, Culture and Tourism Commission will meet quarterly as needed.

Applications:

Applications may be obtained at the City Clerk's Office located at 1901 Lisa Maloff Way, South Lake Tahoe, California between 8:00 a.m. and 5:00 p.m., Monday through Friday. Applications can also be downloaded from the City's website at www.cityofslt.us, mailed, faxed or emailed to interested parties upon request to the City Clerk's Office. Completed applications must be returned to the City Clerk's Office (email preferred sblankenship@cityofslt.us) no later than 5:00 p.m., on Tuesday, October 1, 2021.

The City Council will be making the appointments at the October 19, 2021, 9 a.m., regularly scheduled meeting.

For questions, please contact Susan Blankenship, City Clerk at 542-6005 or via email at sblankenship@cityofslt.us

PUBLICATION AND DISTRIBUTION INFORMATION:

Note to Tahoe Daily Tribune for Publication Only: Please publish two times online and in the paper: Friday, September 17, 2021; and Friday, September 24, 2021. Please provide affidavit of publication.

**City of South Lake Tahoe
Notice of Solicitation of Applications**

**Arts, Culture & Tourism Commission
Building Board of Appeals**

NOTICE IS HEREBY GIVEN that the City Council of the City of South Lake Tahoe is soliciting for applications for appointment to the following City Commission/Board:

Arts, Culture and Tourism Commission: (Two-Year Staggered Term)

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

During the inaugural round of appointments, City Council will be appointing members to serve one- or two-year terms to establish the staggered rotation. The Applicants shall reside within the Tahoe Basin portion of El Dorado County. The Police Advisory Commission will meet quarterly as needed.

Building Board of Appeals: (Two-Year Term)

The City Council will be appointing at least two (2) members, but no more than four (4) members to serve a two-year term on the Building Board of Appeals. Applicants must reside and be domiciled within the Tahoe Basin portion of El Dorado County. The Building Board of Appeals meets on an as needed basis.

Applications:

Applications may be obtained at the City Clerk's Office located at 1901 Lisa Maloff Way, South Lake Tahoe, California between 8:00 a.m. and 5:00 p.m., Monday through Friday. Applications can also be downloaded from the City's website at www.cityofslt.us, mailed, faxed or emailed to interested parties upon request to the City Clerk's Office. Completed applications must be returned to the City Clerk's Office (email preferred sblankenship@cityofslt.us) no later than 5:00 p.m., on Tuesday, September 14, 2021.

The City Council will be making the appointments at the September 21, 2021, 5:30 p.m., regularly scheduled meeting.

For questions, please contact Susan Blankenship, City Clerk at 542-6005 or via email at sblankenship@cityofslt.us

PUBLICATION AND DISTRIBUTION INFORMATION:

Note to Tahoe Daily Tribune for Publication Only: Please publish two times online and in the paper: Friday, August 20, 2021; and Friday, September 3, 2021. Please provide affidavit of publication.

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:	
Stacey		A	Ballard	Arts, Culture and Tourism	
RESIDENCE - HOME ADDRESS			CITY	STATE	ZIP CODE
[Redacted]			SLT	CA	96150
RESIDENCE - BUSINESS ADDRESS			CITY	STATE	ZIP CODE
[Redacted]			SLT	CA	96158
RESIDENCY: (Please select one)					
CITY RESIDENT		EL DORADO COUNTY RESIDENT		DOUGLAS COUNTY RESIDENT	
[]		[]		[]	
PHONE NUMBER(S)		BUSINESS		EMAIL ADDRESS	
[Redacted]		[Redacted]		[Redacted]	
EMPLOYER: Self					
EDUCATION/EXPERIENCE: I am on the airport commission. I ran for city Council in 2020 and I volunteered for 3 years on the South Y Community Plan Team					
PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS: I have taught art at our elementary schools through the BATS program, and at our local Boys & Girls club. I also taught art at the VA hospital in Livermore, CA. I have done a mural at our old Boys and Girls club and for an elementary school in Pleasanton, CA.					
WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED? Did you know that looking at art calms the nervous system and helps lower stress levels? When people visit Tahoe they don't want to see the same thing that every cookie cutter town has. We are a rich community with an amazing history, much told through art. I think it's our responsibility to share it with our visitors.					
Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy? YES NO					
Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied: none					
If appointed to the Airport Commission, Planning Commission or Building Board of Appeals Commission, 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 correct. The omission of material facts will subject me to disqualification.					
DATE: 10/1-2021		SIGNATURE: [Redacted]			
Please note that the information provided on this application is for the use of the City of South Lake Tahoe only.					

From Above: and uplift our town with the inspiration that art can bring.

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 ELEANOR	MIDDLE INITIAL J	LAST "BonBon" BRENNAN	COMMITTEE AND/OR CATEGORY APPLYING FOR: ARTS CULTURE & TOURISM
RESIDENCE:	[REDACTED]		CITY SOUTH LAKE TAHOE	STATE CA ZIP CODE 96150
MAILING ADDRESS:	P.O. BOX "SAME"		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):	[REDACTED]			
EMPLOYER:	OWNER/OPERATOR TATTOO BONBON			
EDUCATION/EXPERIENCE:	BACHELORS OF FINE ART, CURATOR, ILLUSTRATOR, BUSINESS OWNER ACTIVE ARTIST, LIVE PAINTER, CONSULTANT, TATTOOER			
PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:	DESIGNER OF TRPA COMMEMORATIVE COIN, ILLUSTRATOR FOR CLEAN TAHOE, POSTER FOR TAA, VAGINA MONOLOGUES, TAHOE ARTIST ACTIVIST, TAMBA, VAIHALA TAHOE, MARITIME MUSEUM, MOONSHINE INK			
WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?	ENHANCE ARTISTIC, AESTHETIC, & CULTURAL QUALITY OF LIFE IN SLT. ACT AS LIAISON BETWEEN CITY AND ITS PEOPLE, CREATING INCLUSIVE- AND DIVERSE ACCESS TO ARTS AND CULTURE.			
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"/> NEW COMMISSION			
Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:	WORKING ARTIST			
If appointed to the Airport Commission, Planning Commission or Building Board of Appeals Commission, 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.				
DATE:	Sept 24, 2021		SIGNATURE:	[REDACTED]
Please note that the information provided on this application, [REDACTED] 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:	
	Jerome	Evans		Tourism, Arts, & Culture Commission	
RESIDENCE:	STREET ADDRESS		CITY	STATE	ZIP CODE
	[REDACTED] South Lake Tahoe, CA 96150				
MAILING ADDRESS:	P.O. BOX		CITY	STATE	ZIP CODE
	same				
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]	[REDACTED]		[REDACTED]	
EMPLOYER:					
self					
EDUCATION/EXPERIENCE:					
BA & MPA					
PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:					
Arts Commission, Parks & Rec Comm., 56-Acre Planning Commission, Tahoe Valley Planning Commission, Tahoe Arts Project, etc.					
WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?					
Promotion of the arts & tourism on the South Shore; advice to City on Council regarding same.					
Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?					
YES <input 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:					
If appointed to the Airport Commission, Planning Commission or Building Board of Appeals Commission, 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 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.					
DATE: 7/12/2021 SIGNATURE: [REDACTED]					

Please note that the information provided on this application, including address, phone number and email address will become a matter of public record.

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: Scott Forrest Arts Commission
RESIDENCE: STREET ADDRESS CITY STATE ZIP CODE [REDACTED] South Lake Tahoe, California 96150
MAILING ADDRESS: P.O. BOX CITY STATE ZIP CODE [REDACTED] South Lake Tahoe, California 96150
RESIDENCY: (Please select one) CITY RESIDENT EL DORADO COUNTY RESIDENT DOUGLAS COUNTY RESIDENT STATE OF NEVADA RESIDENT <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
PHONE NUMBER(S): RESIDENCE: BUSINESS: EMAIL ADDRESS: [REDACTED]
EMPLOYER: Owner SCOTT FORREST FINE ART STUDIO & GALLERY 2572 Lake Tahoe Boulevard South Lake Tahoe, California 96150
EDUCATION/EXPERIENCE: 40 consistent years in the Arts from the visual to the performing arts as a professional actor, singer, television and radio host to gallery owner and internationally selling Abstract Expressionist Artist.. More at www.ScottForrestArt.com You can also Google Scott Forrest Artist and Scott Forrest Host.
PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS: member of the Tahoe Arts Alliance for the past three years. Co-Creator of the Tahoe Art Walk. In progress creator of the Tahoe Arts District. Gallery Director of the Genius Fine Art Gallery in South Lake Tahoe. Owner of the SCOTT FORREST FINE ART STUDIO & GALLERY in South Lake Tahoe. On-Air Arts segment Host for Lake Tahoe Tel Brew Fest 2021. Co-Creator of the largest public art installation in the Tahoe region currently at the Lisa Maloff University Center. Extensive background in television, radio, film and on live theatre.. From KHNR-690 a.m.TALK radio for 17 years to Principal Talent at the Metropolitan Opera in New York City. Representing the Arts in South Lake
WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED? Tahoe Region. i.e. Mural Project, Sculpture Park project, Develop inclusive arts programs for s for all ages. Helping to design and support the arts in the 56 acre project. Continuing to develop the Arts District along Highway from the Y to the Lake. Continuing to develop the Tahoe Art Walk from Meyers to Stateline. Creating fundraising event Ideally I would love this new Arts Commission to bring thoroughly designed, read- to-go game plans to its South Lake Tahoe City Council that lead to the City of South Lake Tahoe becoming the arts vacation destination that truly elevates the life of all who visit and live in the Tahoe Region.
Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy? <input checked="" type="checkbox"/> YES NO
Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied: _____ I have presented multiple ideas and progress reports on the state of the arts in our city to the South Lake Tahoe City Council during council sessions over the past three years. _____
If appointed to the Airport Commission, Planning Commission or Building Board of Appeals Commission, 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.

9-30-21

DATE: _____ SIGNATURE: Scott Forrest

 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:		
	David	A	Hamilton	Arts Culture and Tourism Commission		
RESIDENCE:	STREET ADDRESS		CITY	STATE	ZIP CODE	
	[REDACTED]		South Lake Tahoe	CA	96250	
MAILING ADDRESS:	P.O. BOX		CITY	STATE	ZIP CODE	
	Same					
RESIDENCY: (Please select one)						
CITY RESIDENT <input type="checkbox"/> EL DORADO COUNTY RESIDENT <input type="checkbox"/> DOUGLAS COUNTY RESIDENT <input checked="" type="checkbox"/> STATE OF NEVADA RESIDENT <input type="checkbox"/>						
PHONE NUMBER(S):	RESIDENCE:	BUSINESS:		EMAIL ADDRESS:		
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]		
EMPLOYER:						
Retired						
EDUCATION/EXPERIENCE:						
On attached letter						
PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:						
On attached letter						
WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?						
On attached letter						
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:						
I will need to resign from the Parks and Recreation commission.						
If appointed to the Airport Commission, Planning Commission or Building Board of Appeals Commission, 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 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					
8/30/21	[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

Greetings,

I would like to submit my application for the recently created Arts, Culture and Tourism commission. I am currently serving a term on the city's Parks and Recreation Commission.

When I joined the Parks and Recreation Commission the Arts, Culture and Tourism commission had not yet been created by the city. Though I find the Parks and Recreation Commission very important and I am helping in any way I can, I am much more suited to the Arts, Culture and Tourism commission. If chosen for the new commission, I would resign my position for Parks and Recreation in that I don't think I could contribute enough being on both commissions simultaneously.

I have been involved with the arts on the South Shore as both a professional and as a volunteer for over forty years. I have served on the boards of the Tahoe Art Project and Valhalla Tahoe. I was President of Valhalla Tahoe for two years and also served as the Festival Director for one season. I was involved in the creation of and was one of the first board members for the Tahoe Arts Alliance. Part of the reason we started the Arts Alliance was to provide the City with a resource for help in accommodating the arts in both city planning and community connections, since there was no arts commission at that time. I also remember the first Arts commission the city created over twenty years ago and some of the challenges it faced.

Professionally I was the Dean of Visual and Performing Arts at Folsom Lake College for three years and was responsible for all the arts programs at the college as well as spaces like theatres and galleries. I was the Director of Theatre at LTCC for 20 years and was the lead faculty in the design and construction of the Duke Theatre.

I feel that I am still well connected to the arts and culture community here on the south shore and could make significant contributions to the commission as it helps the city in better integrating the arts, culture and tourism into the fabric of the community for both visitors and residents.

I see this commission being critical in being able to connect the city to the various individuals and organizations that are the experts in arts, culture and tourism for input on creating a truly arts enriched community for both residents and visitors. Arts and culture need to be in consideration at the very beginning of the planning stages of various projects. That way they are organically integrated into the whole as opposed to being an afterthought. The commission can help accommodate those needs.

Thank you,

David Hamilton

**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:	
	Aricela		Ramos	Arts, Culture, & Tourism	
RESIDENCE:	STREET ADDRESS		CITY	STATE	ZIP CODE
	[REDACTED]				
MAILING ADDRESS:	P.O. BOX		CITY	STATE	ZIP CODE
	[REDACTED]				
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:					
El Dorado County Public Health					
EDUCATION/EXPERIENCE:					
Master Public Health, B.A. Communications					
PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:					
Gateway, TAMBA					
WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?					
To be a voice and an advocate to our community members.					
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:					

If appointed to the Airport Commission, Planning Commission or Building Board of Appeals Commission, 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]		
9/27/2021					

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 Bryan	MIDDLE INITIAL N.	LAST Yerian	COMMITTEE AND/OR CATEGORY APPLYING FOR: Arts, Culture, and Tourism Commission		
RESIDENCE:	STREET ADDRESS [REDACTED]		CITY South Lake Tahoe	STATE Ca	ZIP CODE 96150	
MAILING ADDRESS:	P.O. BOX [REDACTED]		CITY South Lake Tahoe	STATE Ca	ZIP CODE 96150	
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:		
[REDACTED]						
EMPLOYER: Lake Tahoe Community College						
EDUCATION/EXPERIENCE: See Attached						
PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS: See Attached						
WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED? 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: _____ _____						
If appointed to the Airport Commission, Planning Commission or Building Board of Appeals Commission, 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: 9/6/2021		SIGNATURE: [REDACTED]				
Please note that the information provided on this application, including [REDACTED] 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

Bryan Yerian

Education

2008 **Master of Fine Arts**, Spatial Arts, San Jose State University, San Jose, CA
2003 **Bachelor of Arts**, Studio Arts, Humboldt State University, Arcata, CA
1998 **Associate of Arts**, Liberal Studies, College of the Desert, Cathedral City, CA

Professional Experience

2008-Present **Art Department Chair, Professor of Art**
Lake Tahoe Community College, South Lake Tahoe, Ca
2008-Present **Co-Organizer**, LTCC Student Art Exhibition, South Lake Tahoe, Ca
2019-Present **Co-Owner, Compass Clay Studio**, South Lake Tahoe, Ca
2007-2008 **Art Handler/Preparator**, San Jose Museum of Art, San Jose, Ca
Museum Experience Representative, San Jose Museum of Art, San Jose, Ca
2003-2005 **Instructional Program Technician**, Humboldt State University, Sculpture Facility

Community Involvement and/or Group Affiliation

2018-Present **Board Member**, Tahoe Arts Alliance, South Lake Tahoe, Ca
2012-Present **Advisor**, Art Club, Lake Tahoe Community College, Ca
2012-Present **Visiting Art Lecture Series Coordinator**, Lake Tahoe Community College, Ca
2008-Present **Public Art Consultant**, City of South Lake Tahoe Development Services, Ca
2019-2020 **Co-Coordinator**, Community Clay Night - Tahoe Art Walk, Compass Clay Studio,
South Lake Tahoe, Ca
2008-Present **Curator/Coordinator**, LTCC Student Art Exhibition, California Conference for the
Advancement of Ceramic Arts, Davis, Ca
2000-2003 **President**, Association of Student Sculptors, Humboldt State University, Arcata, Ca
2000-2003 **Founding Organizer/Coordinator**, Humboldt State University Sculpture Walk, Arcata, Ca

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE,

- Facilitate more local public art and provide more art opportunities for local artists.
 - Develop proposals, create and organize the opportunities, and recommend artists for public art projects for the City of South Lake Tahoe.
- Enrich the local community and environment for the residence and tourists through art and culture.
- Engage the local community and enhance the tourist experience through cultural events and activities, and temporary and permanent art installations.
- Further developing a visually engaging identity as an arts and culture destination for the City of South Lake Tahoe.
- Foster positive relationships between local artists, local businesses, and the tourist economy.
- Ensure art is safe and protected within the community of South Lake Tahoe, (future, present, and past public art).

...AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?

My expertise is in three-dimensional arts including ceramics, cast and fabricated metal arts, mixed media, and outdoor and indoor art installations. I intend to bring this expertise, as well as my experience with public art installations to the committee. In the thirteen years of living in South Lake Tahoe I have made many unique connections within the arts community in Tahoe. With my position at the college as Chair of the Art Department, as a local art business owner of Compass Clay Studio in South Lake Tahoe, and a father of two children currently attending different schools in the Lake Tahoe Unified School District, as a committee member I am uniquely positioned and motivated to bridge and network different creative communities within the basin. I would seek to be a liaison between the arts community, the community college, the K-12 schools, and the business community with the goal of connecting the community through the promotion of creative art and culture in South Lake Tahoe.

Thank you for this opportunity and for your consideration.

Bryan Yerian

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: October 19, 2021

Agenda Item #: 13.



Agenda Item: Review of Local Emergency Due to Caldor Fire

Executive Summary: On August 26, 2021, the Director of Emergency Services issued a Proclamation of Local Emergency due to the Caldor Fire, which was ratified by City Council at a special meeting on August 31, 2021. The California Emergency Services Act, California Government Code section 8630, requires that the City Council review the need for continuing the local emergency at least every sixty (60) days until such local emergency is terminated. Under Section 8630(d), the City Council is required to terminate the local emergency at the earliest possible date that conditions warrant.

Requested Action / Suggested Motions: Receive staff report and either: (1) Pass a Resolution extending the proclamation of local emergency or (2) Pass a Resolution terminating the proclamation of local emergency.

Responsible Staff Member: Heather Stroud, City Attorney

Responsible Staff Member: Heather Stroud, City Attorney (530) 542-6046

Reviewed and Approved By:

Susan Blankenship, City Clerk

Olga Tikhomirova, Finance Director

Attachments:

[Staff_Report_Extension_of_Local_Emergency.docx](#)

[Resolution_Extending_Local_Emergency.docx](#)

[03-Resolution Terminating Local Emergency](#)



City of South Lake Tahoe

Report to City Council

Meeting Date: October 19, 2021

Title: Review of Local Emergency Due to Caldor Fire

Location: Citywide

Responsible Staff Members: Heather Stroud, City Attorney (530) 542-6046

Background:

On August 26, 2021, the Director of Emergency Services issued a Proclamation of Local Emergency due to the Caldor Fire, which was ratified by City Council at a special meeting on August 31, 2021.

The California Emergency Services Act, California Government Code section 8630, requires that the City Council review the need for continuing the local emergency at least every sixty (60) days until such local emergency is terminated. Under Section 8630(d), the City Council is required to terminate the local emergency at the earliest possible date that conditions warrant.

Under South Lake Tahoe City Code section 1.15.020, and consistent with the California Emergency Services Act, "emergency" is defined as "the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within this city caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, avalanche, or earthquake, or other conditions, including conditions resulting from war or imminent threat of war, but other than conditions resulting from a labor controversy, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the city, requiring the combined forces of other political subdivisions to combat."

Issue and Discussion:

At the time the Proclamation of Local Emergency was issued on August 26, the Caldor Fire had grown to more than 140,000 acres and was spreading in a northeasterly direction towards Echo Summit and the Lake Tahoe Basin. On August 29, the fire entered the Lake Tahoe Basin and on August 30, the entire City was evacuated due to this threat. Repopulation of the City was allowed to begin on September 5. The Caldor Fire did not reach City limits or cause any physical damage within the City. Currently, no area within City limits is under an evacuation order or warning from the Caldor Fire. The Director of Emergency Services deactivated the City's Emergency Operations Center on September 21.

As required by the California Emergency Services Act, staff is requesting that City Council consider whether to extend or terminate the Proclamation of Local Emergency due to the Caldor Fire. Alternate resolutions are included for Council's consideration.

Financial Implications:

The City is pursuing federal and state funding available to reimburse the City for costs incurred because of this emergency.

Environmental Considerations:

This action is not a project subject to environmental review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(2), (5) because it is a continuing administrative activity and an organizational or administrative activity of the City that will not result in direct or indirect physical changes in the environment.

Policy Implications:

The Urgency Ordinance Waiving Penalties and Interest for Late Remittance of Transient Occupancy Tax and Business and Professions Tax Due to the Caldor Fire, adopted by City Council at its meeting on September 21, 2021, provided temporary waivers from penalties and interest until the later of October 15 (for TOT) and October 1 (for Business and Professions Tax) or the termination of the Local Emergency Due to the Caldor Fire. Thus, the temporary waivers would expire upon passing a Resolution Terminating the Proclamation of Local Emergency.

Resolution 2021-XXX

Adopted by the City of South Lake Tahoe
City Council

October 19, 2021

Extending the Proclamation of a Local Emergency Due to Caldor Fire

BACKGROUND

- A. On August 26, 2021, the Director of Emergency Services issued a proclamation of local emergency in the City of South Lake Tahoe due to the Caldor Fire.
- B. On August 31, 2021, the City Council ratified the proclamation of local emergency issued by the Director of Emergency Services by adopting Resolution No. 2021-064 at a special meeting.
- C. California Government Code section 8630 requires that the City Council review, at least every sixty (60) days until such local emergency is terminated, the need for continuing the local emergency.
- D. The City Council has reviewed the need to continue the existence of the local emergency and finds that the local emergency continues to exist under Section 1.15.020 of the South Lake Tahoe City Code and Section 8558(c) of the California Government Code as a result of conditions of disaster or extreme peril to the safety of persons and property within the City because of the Caldor Fire, which are conditions likely to be beyond the control of the services, personnel, equipment, and facilities of the City, requiring the combined forces of other political subdivisions to combat.

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

- 1. Deems that the proclamation of local emergency as proclaimed by the Director of Emergency Services on August 26, 2021, and ratified by City Council on August 31, 2021, is hereby extended until terminated by the City Council.
- 2. Directs staff to bring back a report on the status of the local emergency at least every (60) days until the local emergency is terminated by the City Council.

Adopted by the City of South Lake Tahoe City Council on October 19, 2021, by the following vote:

Yes:

No:

Absent:

Abstain:

Tamara Wallace, Mayor

Attest:

Susan Blankenship, City Clerk

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

Resolution 2021-XXX

Adopted by the City of South Lake Tahoe
City Council

October 19, 2021

Terminating the Proclamation of Local Emergency Due to Caldor Fire

BACKGROUND

- A. On August 26, 2021, the Director of Emergency Services issued a proclamation of local emergency in the City of South Lake Tahoe due to the Caldor Fire.
- B. On August 31, 2021, the City Council ratified the proclamation of local emergency issued by the Director of Emergency Services by adopting Resolution No. 2021-064 at a special meeting.
- C. California Government Code section 8630 requires that the City Council review, at least every sixty (60) days until such local emergency is terminated, the need for continuing the local emergency.
- D. The City Council has reviewed the need to continue the existence of the local emergency and finds that the local emergency does not continue to exist under Section 1.15.020 of the South Lake Tahoe City Code and Section 8558(c) of the California Government Code.

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

Terminates the proclamation of Local Emergency due to the Caldor Fire.

Adopted by the City of South Lake Tahoe City Council on October 19, 2021, by the following vote:

Yes:

No:

Absent:

Abstain:

Date: _____

Tamara Wallace, Mayor

Attest:

Susan Blankenship, City Clerk

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

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: October 19, 2021

Agenda Item #: 14.



Agenda Item: Use of HOME Program Income for Sugar Pine Village Affordable Housing Project

Executive Summary: The Sugar Pine Village project is a proposed 248-unit affordable housing project, with onsite community service facilities on 11.6 acres of land owned by the State of California and managed by the California Tahoe Conservancy (Conservancy). Direct City financial contribution to the project so far totals \$1,816,629. The City has also partnered with Related California for grant funding of approximately \$35,000,000. The City has also partnered with Related to explore potential funding to support additional solar and sustainable components for the project and other City facilities. Related California has also pursued \$20,000,000 in Multifamily Housing Program (MHP) funding and \$3,195,900 in Infill Infrastructure Grant (IIG) funding so far in the financing phase of the project. Related California has requested that the City Council authorize the use of \$627,626 in HOME program income separately from an application for new HOME funding. Related California is making the request in order to use the funds for pre-development costs, but more importantly, to be able to utilize these funds as local leverage for a future IIG application and 9% tax credit applications.

Requested Action / Suggested Motions: Pass a Resolution authorizing submission of the 2019 HOME investment partnerships program application to the California Department of Housing and Community Development in the amount of \$627,626

Responsible Staff Member: Hilary Roverud, Director of Development Services

Responsible Staff Member: Hilary Roverud, Director of Development Services (530) 542-6024

Reviewed and Approved By:

Susan Blankenship, City Clerk

Olga Tikhomirova, Director of Finance

Heather Stroud, City Attorney

Attachments:

[01-Staff Report - Sugar Pine Village HOME Program Income.docx](#)

[02-Sugar Pine Village HOME PI Funds Request Letter](#)

[03-Resolutions 2020-109 and 2020-110](#)

[04-Resolution_-_Sugar_Pine_Village_HOME_Program_Income_.docx](#)



City of South Lake Tahoe

Report to City Council and

Meeting Date: October 19, 2021

Title: Sugar Pine Village – Request from Related California for HOME Program Income

Location: 1860 Lake Tahoe Boulevard and 1029 Tata Lane

Responsible Staff Member: Zach Thomas, Housing Manager (530) 542-7400
Hilary Roverud, Director of Development Services
(530) 542-6024

Background: The Sugar Pine Village project is a proposed 248-unit affordable housing project, with onsite community service facilities on 11.6 acres of land owned by the State of California and managed by the California Tahoe Conservancy (Conservancy). This project is a result of the Governor's Executive Order N-06-19, which directed the California Department of General Services (DGS) to identify excess state properties as potential affordable housing development sites. Based on a collaborative effort underway to address housing affordability in Tahoe, the Conservancy is partnering with DGS and the Department of Housing and Community Development (HCD) to develop housing at 1860 Lake Tahoe Boulevard and 1029 Tata Lane. In July 2020, the Conservancy announced the State had selected Related Companies of California LLC in partnership with the St. Joseph Community Land Trust to construct and manage the Sugar Pine Village project.

Since last June the City of South Lake Tahoe has been an active partner in the development of the project. As a first step of financial commitment, the City Council at its November 17th meeting authorized a \$566,629 loan for predevelopment costs (Resolution 2020-109) and a \$1,250,000 loan to purchase banked land coverage at the airport (Resolution 2020-110). The loans were funded by Program Income funds from repayments of loans from the Redevelopment Agency (RDA) Low- and Moderate-Income Housing Fund and the City's undesignated reserve fund, respectively.

At the same meeting, the City has also committed to work with Related California and the Sugar Pine Village project team to prepare a project application to HCD for HOME funding made available by the State of California upon release of the next HOME NOFA and to utilize HOME Program Income (PI) maintained by the City to be included as part of the HOME funding application (Resolution 2020-110). In this way, the HOME PI would be used to leverage a new HOME funding application to bring additional outside funding to the project through the City.

The City currently maintains a balance of \$627,626 in HOME Program Income funds. These are funds that are generated as past City loans of HOME funds are paid back. HOME funds have been used as loans for construction of new affordable housing projects (Tahoe Pines Apartments, Tahoe Senior Plaza, Tahoe Valley Townhomes, Evergreen Tahoe, Sierra Gardens, Sky Forest Acres, Tahoe Senior Plaza 2, and The Aspens) and loans made as part of a First Time Homebuyer Program.

At its May 18th meeting the City Council approved a resolution authorizing submittal of a joint application under the Affordable Housing and Sustainable Communities (AHSC) grant program for up to \$30,000,000. The grant included approximately \$4,000,000 for non-housing related City infrastructure improvements. At its September 7, 2021 meeting the City Council also approved a resolution authorizing submittal of a joint application for up to \$5,000,000 in Permanent Local Housing Allocation (PLHA) grant funding.

Direct City financial contribution to the project so far totals \$1,816,629. The City has also partnered with Related California for grant funding of approximately \$35,000,000. The City has also partnered with Related to explore potential funding to support additional solar and sustainable components for the project and other City facilities. Related California has also pursued \$20,000,000 in Multifamily Housing Program (MHP) funding and \$3,195,900 in Infill Infrastructure Grant (IIG) funding so far in the financing phase of the project.

Issue and Discussion: Related California has requested that the City Council authorize the use of HOME PI separately from an application for new HOME funding. Related California is making the request in order to use the funds for pre-development costs, but more importantly, to be able to utilize these funds as local leverage for a future IIG application and 9% tax credit applications. The need for the HOME PI to be utilized separately from a new HOME application stems from the delay in the release of the 2020 HOME Notice of Funding Availability (NOFA) which was expected in December 2020 and has not occurred. Related California provides additional detail and explanation for the request in the attached letter.

Related California is phasing the financing of the project into four phases. Phase 1A includes 68 residential units, Phase 1B 60 units, Phase 2A 60 units and Phase 2B 60 units. Funding or a potential phase for construction of the community center has not been identified at this time. The table below summarizes the financing strategy for the first three phases and shows how the City contributions pair with other funding sources.

Source	Phase 1A	Phase 1B	Phase 2A	Total
City RDA Loan	566,629			566,629
City Coverage Loan	254,487		995,513	1,250,000
HOME PI Loan		627,626		627,626
Total City Funds	821,116	627,626	995,513	2,444,255

Tax Credit Equity	14,831,784	17,991,714	13,852,747	46,676,245
IIG	3,195,900	2,756,200	2,731,400	8,683,500
PLHA	4,750,000			4,750,000
AHSC			10,672,679	10,672,679
Total Leveraged Funds	22,777,684	20,747,914	27,256,826	70,782,424

Committed	Applied For	Identified	N/A
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For Phase 1A of the project, the City's commitment of \$821,116 has already been leveraged to apply for \$22,777,684 in Tax Credit Equity, State Infill Infrastructure Grant (IIG) funds, and State Permanent Local Housing Allocation (PLHA) funds, a 27x multiple on committed funds. The application for PLHA funds includes payment of \$250,000 to the City for administrative costs. IIG, PLHA and CDLAC/TCAC count committed local funds toward threshold and competitive scoring.

For Phase 2A, The City's commitment of \$995,513 has been leveraged to apply for \$10,672,679 in State AHSC funds. In addition to the \$10.6MM in project costs, this application includes \$2,000,000 for the construction of a new 782 KW solar system at the City's Corp Yard and \$2,100,000 for complete street facilities on Tata Lane and the purchase of two new buses serving the Capitol Corridor bus line. This is a 31x multiple on the City's commitment to Phase 2A, providing both affordable housing and funds for City infrastructure.

The request for HOME PI funds will help Phase 1B leverage \$20,747,914 in additional funds, between the State IIG and tax credit equity. With the announcement of an IIG funding round in December, it is critical to secure local commitments so the application is competitive.

In total, the City's RDA Loan, Coverage Loan and HOME PI Loan totaling \$2,444,255 will be leveraged for \$70,782,424 across 3 phases to produce 188 units of affordable housing, as well as \$4,100,000 for Transportation infrastructure.

Providing a loan of the HOME PI for pre-development costs will assist in keeping the project design and development on track with the project timeline and provide the leverage for additional funding sources. The disadvantage of using these funds for pre-development costs is that if the project does not progress to completion, those funds would not be recovered. Therefore, it is recommended that the program income funds only be loaned to cover pre-development costs of studies and design work that would be useful to future potential developers if the Sugar Pine Village project does not come to fruition. These are the same terms currently associated with the RDA PI funds that the City has loaned the project.

Financial Implications: If approved by the City and HCD, the \$627,626 in HOME PI would be loaned to the project from account #25106014.

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

Policy Implications: The recommended actions are consistent with the City Strategic Plan which identifies supporting the Sugar Pine Village Project as Action Item 1.3.2.

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

City General Plan Housing Element

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

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

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

Program 2-1 PURSUE STATE AND FEDERAL FUNDS

To support the creation of quality, affordable housing options for extremely low-, very low-, and low-income households, the City shall seek and when appropriate and feasible pursue grant opportunities for state and federal funds.

Program 2-6 ANALYSIS OF FEDERAL AND STATE LANDS

The City shall continue discussing the potential for developing quality workforce and affordable housing on non-environmentally sensitive lands owned by the California Tahoe Conservancy (CTC) and the United States Forest Service (USFS). The City shall ensure that important natural resources are protected and only pursue surplus lands that these agencies have determined do not have a clear and compatible conservation or recreation purpose consistent with agency goals.

Tahoe Valley Area Plan

Policy H-1.1 – Housing Options

Provide for a range of housing options that include affordable, moderate-income, and workforce housing so that people can live and work in the City.

Policy H-1.5 – Redirection of Development

Direct high density residential development to areas of Tahoe Valley that are within walking distance of public transit and services.

Policy H-1.7 – Tahoe Livable Communities Program

Collaborate and support efforts of the California Tahoe Conservancy to remove blighted properties and repurpose associated development commodities. Encourage the use of residential commodities for affordable housing in Tahoe Valley area.

Policy H-2.1 – General

Encourage the creation of residential uses to support and add vitality to commercial and public service projects in the Tahoe Valley area.



August 26, 2021

Hilary Roverud
Director of Development Services
City of South Lake Tahoe
1052 Tata Lane
South Lake Tahoe, CA 96150

Dear Hilary,

Thank you for taking the time to speak with our team regarding the financing strategy and progress made to-date in the financing of the Sugar Pine Village affordable housing project. As requested, we are providing a request to access the City of South Lake Tahoe's HOME Program Income funds that were allocated to the project by City Council via Resolution 2020-110. As you may recall, this resolution links the use of these Program Income (PI) funds to future applications to the HOME program through the California Department of Housing and Community Development (HCD).

We are requesting that the PI be able to be received separately and ahead of the larger HOME application for the following reasons:

1. HCD staff has indicated a willingness to process the PI request quickly and provide a commitment ahead of the HOME NOFA processing schedule. This timing will provide more certainty of a commitment prior to other state level applications that require local leverage or match funds. In particular, this will be helpful for Phase 1B for which we anticipate applying for IIG at the beginning of next year (2022).
2. Waiting for the PI to be processed alongside the larger HOME NOFA creates an additional risk for the project. This is the result of the fact that the HOME NOFA has been delayed in its release. Further, this timing is still uncertain. Even if the NOFA is released in fall 2021, the enforceable funding commitments from the program may not be available in time to be included in applications to the HCD "super NOFA", which will include the upcoming IIG application and planned for release in winter 2022, or 2022 9% credit round. Waiting to process the PI with the HOME NOFA could jeopardize our chances of competing for HCD funds that require local funds for leverage. This would result in the delay of Phase 1B by at least one year, which would be detrimental to the project.
3. HCD staff has confirmed that the PI funds can be used with 9% credits. This was not previously allowed and may or may not be allowed in the future NOFA (although we are hopeful it will be). HCD staff has further indicated that new requirements in the future HOME NOFA will not apply to the PI funds if they are processed ahead of time. We don't know with certainty what will be included in the future HOME NOFA so early processing will avoid the risk that there is a requirement that will not work for SPV.
4. Availability of PI funding for predevelopment would support continued progress with design and coordination including utilities and infrastructure.

In addition to our request regarding the project's ability to immediately leverage the PI funds independently of the future HOME NOFA and applications, we would also like to request that the City partner in our pursuit of additional funds made available by CA-SB2, known as PLHA funds.

Our team is planning to submit a funding application for \$5,000,000, the maximum allowable amount, to the Permanent Loan Housing Allocation (PLHA) program administered by HCD, due September 14, 2021. This source is a competitive loan made available by HCD to non-entitlement jurisdictions and has the potential to provide vital additional financing leverage for the Sugar Pine Village project.

To provide a brief overview of our financing efforts to-date, our team has submitted numerous funding applications financing sources in record time since the project's entitlement approval in January 2021. These include:

1. **Multifamily Housing Program (MHP):** as part of the competitive award process for the project sites, Sugar Pine Village was eligible for a \$20,000,000 set aside in MHP funds through HCD. While still subject to threshold and underwriting requirements, including per-unit loan limits, the project team worked diligently to secure \$7,448,016 of MHP funds for Phase 1B, a 9% tax credit phase of the project which is hoping to secure PI funds to be leveraged for the upcoming IIG funding round as discussed above. The team received confirmation from HCD that these MHP funds were approved for Phase 1B in June 2021 and expect an official commitment letter from HCD in the coming month according to the timeline communicated by HCD staff to the project team. A second application for \$12,127,500 of MHP funds for Phase 1A, a 4% bond financed phase, will be submitted to HCD by September 20, 2021 at HCD's request and is anticipated to be awarded to the project in December 2021 according to HCD's 2021 Notice of Funding Availability Calendar.
2. **Infill Infrastructure Program (IIG):** The project team submitted an application for \$3,195,900 to the IIG program in July 2021 for Phase 1A. The \$566,629 in former Redevelopment Authority Funds loaned to the project by the City of South Lake Tahoe for predevelopment activity as well as \$250,000 of coverage loan funds allocated to the project via Council Resolution 2020-110 were essential to this project phase's eligibility for the IIG program, as the IIG program requires local funds to meet the minimum threshold requirements for competition. HCD recently provided confirmation to the project team that the application's self-score was confirmed by HCD auditors, placing the application to be in a very competitive position to receive an award this funding round.

The project team plans to apply to the IIG program again in winter 2022 for Phase 1B. To do this, the team will utilize the HOME Program Income funds allocated in Resolution 2020-110 as an essential source of local leverage in order to again meet the IIG program threshold for competitive applications.

3. **Affordable Housing and Sustainable Communities (AHSC):** In close partnership with the City of South Lake Tahoe, the project team also submitted an AHSC application in June 2021 that included a request for \$10,672,679 of financing for Phase 2A, the third phase of the housing project. In addition, the application includes a funding request for Sustainable Transportation Infrastructure. In the event of a successful award, approximately \$4,400,000 in grant funding will be awarded to the City of South Lake Tahoe to pay for bike and pedestrian improvements around the project site and solar arrays at the City's Public works yard. The AHSC application leveraged \$995,513 of the Coverage

Loan allocated via Council Resolution 2020-110 to meet the committed leverage threshold for the AHSC program, again demonstrating the vital utility of local funds to unlock significant amounts of state financing for the project. Similar to the IIG application, the project team recently received notice that our AHSC application has met threshold and is currently under competitive review, a significant step in the process toward a successful award.

4. **Department of Energy Grant (DOE):** In March of 2021, the City of South Lake Tahoe and Sugar Pine Village applied to the DOE for grant funding to support the creation of the “South Tahoe Zero Energy District”. This visionary project builds upon the City’s climate and renewable energy leadership, which includes a resolution adopted in 2017 to achieve 100% community-wide renewable electricity by 2032, a Climate Action Plan adopted in October 2020, and recently installed and approved municipal solar projects. We are currently waiting to hear from DOE as to the status of this application.

Moving forward, the project team anticipates our application to the PLHA program, in partnership with the City of South Lake Tahoe as a co-applicant, will provide an additional \$4,750,000 in construction financing for Phase 1A of the project. Additionally, the PLHA application, if successful, would provide \$250,000 in administrative fees to be paid to the City of South Lake Tahoe. These administrative fees which will be able to cover the City’s overhead in administering the PLHA funds, if awarded. This is the maximum amount of administrative fees allowable (5% of total) under PLHA regulations.

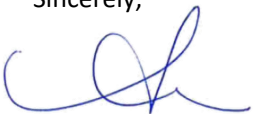
As has been the case in almost all financing sources covered in this letter, the funds provided to the project by the city are essential sources of leverage for efforts to meet threshold requirements and successfully compete for state financing sources. This remains true in the case of the PLHA funds, which will count on the RDA predevelopment loan funding and partial coverage loan funding allocated to the project by the city to meet threshold.

To reiterate, it is our hope that the existing HOME Program Income funds could be awarded to the project prior to the release of the upcoming HOME Notice of Funding Availability said to be planned for release by HCD in the coming months. This would allow the project to utilize the Program Income funds for the winter 2022 IIG application round, which is a critical piece of funding for Phases 1B and 2A.

Because of the continuing delay of the 2021 HOME NOFA’s release, the project team requests that the City of South Lake Tahoe consider awarding the Program Income Funds in the coming weeks to position the project to meet the IIG funding calendar. As discussed, the project team will be pursuing HOME funds in partnership with the City of South Lake Tahoe for additional phases and has had encouraging discussions with HCD about the prospect of utilizing future HOME funds to close remaining gaps in the project’s financing moving forward.

Thank you very much for your continued partnership on this project and for your support. We know that this is a herculean undertaking to bring 248 permanently affordable homes to South Lake Tahoe and are thankful to have a strong public partner in the City of South Lake Tahoe in these efforts.

Sincerely,



Ann Silverberg
Chief Executive Officer
Related California, NorCal Affordable

Resolution 2020-109

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

November 17, 2020

Committing to a loan of \$566,629 of available previous Low- and Moderate-Income Housing Fund restricted Program income in support of the development of the Sugar Pine Village Project

BACKGROUND

- A. Pursuant to AB X1 26, as modified by the California Supreme Court's decision in California Redevelopment Association, et al. v. Ana Matosantos, et al. (53 Cal. 4th 231 (2011)) (as further amended by AD 1484, the "Dissolution Act"), the South Tahoe Redevelopment Agency ("Redevelopment Agency") was dissolved as of February 1, 2012.
- B. On October 16, 2012, the City Council of South Lake Tahoe adopted Resolution No. 2012-065, electing under California Health and Safety Code section 34176(b) to have the South Tahoe Housing Authority become the successor for housing assets to the South Tahoe Redevelopment Agency.
- C. California Health and Safety Code Section 33334.3(b) states that any interest earned by the previous Low- and Moderate- Income Housing Funds and any repayments or other income to the agency for loans, advances, or grants, of any kind, shall accrue to and be deposited in, the Low and Moderate Income Housing Fund and may only be used in the manner prescribed for that Fund.
- D. California Health and Safety Code Section 33334.3(c) states that the moneys in the Low- and Moderate-Income Housing Fund shall be used to increase, improve, and preserve the supply of low- and moderate-income housing within the territorial jurisdiction of the agency.
- E. The balance of the previous Low- and Moderate-Income Housing Funds remaining at the time of the dissolution of the Redevelopment Agency have been utilized to continue operations of housing functions, however a balance of income equal to \$566,629 from previous Redevelopment Agency Low- and Moderate-Income Housing Fund loan repayments remains. The City of South Lake Tahoe currently holds these restricted funds.
- F. The City General Plan Housing Element (2014) identified a general disparity between wages and the cost of housing in South Lake Tahoe. There is a need for new housing construction to serve low, very low, and extremely low-income residents due to 36.1 percent of City residents in these income categories having a cost burden greater than 30 percent and 19.8 percent having a cost burden greater than 50 percent between 2006 and 2010.

- G. To address the shortage of housing for Californians, Governor Newsom ordered the Department of General Services (DGS) and the Department of Housing and Community Development (HCD) to identify and prioritize excess state-owned property and aggressively pursue sustainable, innovative, cost-effective housing projects (Executive Order N-06-19).
- H. Through a competitive Request for Proposal process, the State of California has selected The Related Companies of California (“Related California”) and Saint Joseph Community Land Trust team to develop the Sugar Pine Village project (“Project”) located at 1860 Lake Tahoe Blvd and 1029 Tata Lane in South Lake Tahoe. The Project will include 248 rental units available to low and very low-income households.
- I. Related California has made a request on behalf of the project team, for the City to loan funds to cover predevelopment expenses associated with the design and entitlement of the Project.
- J. Related California is a real estate firm with 30 years of experience delivering affordable housing, mixed-income housing, and mixed-use developments across California. The company has more than 16,000 residences completed or under construction, 13,000 of which are affordable for either low or very low-income households.
- K. Saint Joseph Community Land Trust (SJCLT), a partner on the project team, is a 501(c)(3) non-profit organization that was founded in 2002 in response to the rising housing costs in the South Lake Tahoe area. Saint Joseph Community Land Trust has completed affordable development projects in South Lake Tahoe, including the Sierra Garden Apartments project, which is affordable to low and very low-income households.
- L. Related California and SJCLT, or their affiliates, intend to form a limited partnership or LLC to advance the development of the Sugar Pine Village project and this LLC or limited partnership would be the recipient of the financial assistance requested for the project.
- M. Related California has provided a financing strategy for the development of the Sugar Pine Village, a 248-unit housing project affordable to low and very low-income households, which includes a combination of tax credit equity, private loan financing, and state and federal housing program sources.

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

- 1. Affirms that the above recitals are true and correct,
- 2. Finds that pursuant to Health and Safety Code Section 33334.4(j) that the project developer has made good faith efforts to obtain private or commercial financing for purposes of acquiring and constructing the project but is unable to obtain such financing to maintain the level of affordability and quality of units contemplated herein.
- 3. Commits to a loan of \$566,629 in previous Low- and Moderate-Income Housing Fund restricted program income to Related California (or an affiliate thereof) or to one or more limited partnerships formed by Related California and Saint Joseph Community Land Trust (or their affiliates), with the following terms and conditions:

- a. Interest on the loan shall be 2% percent per annum and commence accruing upon disbursement of the funds.
 - b. Term of the loan shall be 55 years.
 - c. The loan shall be repaid to the City of South Lake Tahoe beginning in the first full year following the issuance of a Certificate of Occupancy and payment of deferred developer fee for the first phase of the Sugar Pine Village project and be payable prorate with other lenders from 50% of residual receipts.
 - d. The LLC or limited partnership to be formed to accept the loan funds shall agree to use the previous Low- and Moderate-Income Housing Fund restricted program income for eligible predevelopment activities in the manner presented in its request letter dated October 22, 2020 and in accordance with California Health and Safety Code sections 33334.2 through Section 33334.4.
 - e. Related California and the limited partnership to be formed to accept the loan funds shall agree to deliver to the City of South Lake Tahoe all documents, studies, plans and drawings associated with the predevelopment activities funded by the Loan.
4. Authorizes the Mayor to execute the required loan documents approved as to form by the City Attorney.

Adopted by the City of South Lake Tahoe City Council on November 17, 2020 by the following vote:

Yes: Bass, Collin, Laine, Middlebrook and Wallace

DocuSigned by:

Jason

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Jason Collin, Mayor

Date: 11/20/2020

Attest:

DocuSigned by:

[Signature]

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Susan Blankenship, City Clerk

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

Resolution 2020-110

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

November 17, 2020

Committing to a loan of \$1,250,000 for the purpose of purchasing land coverage and supporting the submittal of an application for Home Investment Partnership Program (HOME) funding, to include home program income, for the Sugar Pine Village Project

BACKGROUND

- A. The Tahoe Regional Planning Authority (TRPA) is the land use authority in the Lake Tahoe Basin and has established a system to regulate the amount of land coverage in the Tahoe basin.
- B. Permanent land coverage is regulated by the TRPA to protect the Lake Tahoe watershed. Parcels are limited to a specified amount of land coverage and, in some cases, may be transferred to maximize the allowable amount on a given parcel.
- C. On September 7, 2019, the City Council adopted Resolution No. 2019-067 regarding the disposition of TRPA development commodities owned by the City and establishing that the proceeds from the sale of City-owned development rights/land coverage shall be dedicated to the City's Workforce Housing Fund to support the City's affordable housing initiatives.
- D. The City has banked land coverage which has accumulated from environmental improvement and restoration projects.
- E. The California Department of Housing and Community Development (HCD) is authorized to allocate HOME funds made available from the US Department of Housing and Urban Development (HUD). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez national Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and Title 25 of the California Code of Regulations commencing with section 8200.
- F. The City General Plan Housing Element (2014) identified a general disparity between wages and the cost of housing in South Lake Tahoe. There is a need for new housing construction to serve low, very low, and extremely low income residents due to 36.1 percent of City residents in these income categories having a cost burden greater than 30 percent and 19.8 percent having a cost burden greater than 50 percent between 2006 and 2010.
- G. The City's General Plan Housing Element (2014) identified that there is an "actual constraint" related to housing associated with TRPA's land coverage limitations. However, land coverage is a concept intrinsic to the Regional Plan and preservation of natural resources in the Lake Tahoe Basin. Housing Element policy directs the City to work with affordable, workforce, and other multi-family housing proponents to direct them to Community Plan or Area Plan areas where incentives are in place to allow for the additional coverage that could enable achievement of the densities necessary to make a project "pencil out."

- H. To address the shortage of housing for Californians, Governor Newsom ordered the Department of General Services (DGS) and the Department of Housing and Community Development (HCD) to identify and prioritize excess state-owned property and aggressively pursue sustainable, innovative, cost-effective housing projects (Executive Order N-06-19).
- I. Through a competitive Request for Proposal process, the State of California has selected The Related Companies of California, LLC (“Related California”) and Saint Joseph Community Land Trust team to develop the Sugar Pine Village project in multiple phases (“Project”) located at 1860 Lake Tahoe Blvd and 1029 Tata Lane in South Lake Tahoe. The Project will include 248 rental units in the aggregate available to low and very low income households.
- J. Related California has made a request on behalf of the project team, for the City to loan funds to monetize the amount of coverage transfer required to develop the Sugar Pine Village and for the City to consider pursuing additional HOME funds to secure additional long-term financing for the project.
- K. Related California is a real estate firm with 30 years of experience delivering affordable housing, mixed-income housing, and mixed-use developments across California. The company has more than 16,000 residences completed or under construction, 13,000 of which are affordable for either low or very low income households.
- L. Saint Joseph Community Land Trust (SJCLT), a partner on the project team, is a 501(c)(3) non-profit organization that was founded in 2002 in response to the rising housing costs in the South Lake Tahoe area. Saint Joseph Community Land Trust has completed affordable development projects in South Lake Tahoe, including the Sierra Garden Apartments project, which is affordable to low and very low income households.
- M. Related California and SJCLT intend to form a limited partnership or LLC to advance the development of the Sugar Pine Village project and this limited partnership would be the recipient of financial assistance requested for the project.
- N. Related California has provided a financing strategy for the development of the Sugar Pine Village, a 248 unit housing project affordable to low and very low income households, which includes a combination of tax credit equity, private loan financing, and state and federal housing program sources.

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


- 1. Affirms that the above recitals are true and correct,
- 2. Authorizes a loan of \$1,250,000, funded by the City’s General Fund Undesignated Reserves to one or more limited partnerships or LLC yet to be formed by project partners Related California and Saint Joseph Community Land Trust, or their affiliates, each with the following terms and conditions:
 - a. Interest on the loan shall be 2% percent per annum and commence accruing upon disbursement of the funds.
 - b. Term of the loan shall be 55 years.
 - c. The loan shall be repaid to the City beginning the first full year following the issuance of a Certificate of Occupancy and after payment of deferred developer fee for the first phase of

the Sugar Pine Village project and be payable prorated with other lenders from 50% of residual receipts.

- d. The limited partnership or LLC to be formed to accept the loan funds shall agree to use the Land Coverage Loan for the purpose of purchasing banked land coverage rights from the City's banked land coverage at the airport and other Stateline and Upper Truckee Hydrologic Area sources. The source of the land coverage purchased shall be at the discretion of the City at the time the transfer is requested.
 - e. The loan shall be made after TRPA approval of the Sugar Pine Village Project. If a transfer of less than 50,000 square feet of coverage is required by the TRPA approval, the loan amount shall be prorated for the amount necessary for the project.
 - f. Purchase and transfer of the coverage shall occur prior to issuance of a Building Permit for each phase of the project and within one year of loan execution.
3. Authorizes the City Manager to execute the required loan documents approved as to form by the City Attorney.
 4. Authorizes City staff to work with Related California and the Sugar Pine Village project team to prepare a project application to HCD for HOME funding made available by the State of California upon release of the next HOME NOFA.
 5. Authorizes utilization of HOME Program Income maintained by the City to be included as part of the HOME funding application for the Sugar Pine Village project.
 6. Directs staff to bring back to City Council for review the specific application terms and to adopt a resolution authorizing the application prior to submittal.

Adopted by the City of South Lake Tahoe City Council on November 17, 2020 by the following vote:


Yes: Bass, Collin, Laine, Middlebrook and Wallace

DocuSigned by:


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Date: 11/20/2020

Jason Collin, Mayor

Attest:
 DocuSigned by:


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Susan Blankenship, City Clerk

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

Resolution 2021-XXX

Adopted by the City of South Lake Tahoe

City Council

October 19, 2021

Authorizing submission of the 2019 HOME Investment Partnerships Program application to the California State Department of Housing and Community Development to utilize existing Program Income in the amount of \$627,626; and if awarded, the execution of a standard agreement, any amendments thereto, and other related documents necessary to participate and comply with in the HOME Investment Partnerships Program.

BACKGROUND:

A. The California Department of Housing and Community Development (the "Department") is authorized to allocate HOME Investment Partnerships Program ("HOME") funds made available from the U.S. Department of Housing and Urban Development ("HUD"). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200.

B. On October 31, 2019, the Department issued a Notice of Funding Availability announcing the availability of funds under the HOME program (the "NOFA").

C. In response to the October 2019 HOME NOFA, the City of South Lake Tahoe a municipal corporation (the "Applicant"), wishes to apply to the Department to utilize existing Program Income HOME funds.

IT IS THEREFORE RESOLVED THAT:

1. In response to the October 2019 HOME NOFA, the Applicant shall submit an application to the Department to participate in the HOME program and to utilize existing HOME Program Income funds not to exceed Six hundred twenty-seven thousand six hundred twenty six Dollars (\$627,626) for the following activities and/or programs:

Sugar Pine Village, a 248 unit affordable housing project

to be located at 1860 Lake Tahoe Boulevard (APN 032-291-028) and 1029 Tata Lane (APN 032-291-031), South Lake Tahoe, CA

1. If the application for funding is approved, then the Applicant hereby agrees to use the HOME funds for eligible activities in the manner presented in its application as approved by the Department in accordance with the statutes and regulations cited above. The Applicant may also execute a standard agreement, any amendments thereto, and any and all other documents or instruments necessary or required by the Department or HUD for participation in the HOME program (collectively, the required documents).

2. The applicant authorizes the City Manager or his/her designee(s) to execute, in the name of the applicant, the required documents.

PASSED AND ADOPTED THIS 19th DAY OF OCTOBER 2021, BY THE FOLLOWING VOTE:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

Signature of Approving Officer

Tamara Wallace, Mayor

Date

The undersigned City Clerk of the applicant does hereby attest and certify that the foregoing is a true and full copy of a resolution of the governing board of the applicant passed and adopted at a duly convened meeting on the date set forth above, and said resolution has not been altered, amended, or repealed.

Susan Blankenship, City Clerk

Date

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: October 19, 2021

Agenda Item #: 15.



Agenda Item: Proposed Amendments to Cannabis Ordinance

Executive Summary: Based on the City's generally positive experience with the cannabis industry since adopting the Cannabis Ordinance in 2019 and taking into consideration feedback received from the cannabis businesses and stakeholders, the Cannabis Subcommittee recommends that City Council consider the following amendments to the Cannabis Ordinance: (1) to allow consumption lounges at permitted cannabis retail businesses; (2) to allow cannabis businesses to hold more than one non-retail permit; and (3) to increase the maximum allowed canopy size for indoor cannabis cultivation from 5000 sq. ft. up to 22,000 sq. ft. Amendments supported by Council will be included in a draft ordinance to be presented to Planning Commission and City Council later this year or early in 2022.

Requested Action / Suggested Motions: Receive staff report and provide direction on proposed amendments to Cannabis Ordinance to: 1) allow onsite consumption lounges at permitted cannabis retailers; 2) allow cannabis businesses to hold more than one non-retail permit; and 3) increase the maximum allowed canopy size for indoor cannabis cultivation from 5000 sq. ft. up to 22,000 sq. ft.

Responsible Staff Member: Heather Stroud, City Attorney

Responsible Staff Member: Heather Stroud, City Attorney (530) 542-6046

Reviewed and Approved By:

Susan Blankenship, City Clerk

Olga Tikhomirova, Finance Director

Attachments:

[01-Staff Report](#)



City of South Lake Tahoe

Report to City Council

Meeting Date: October 19, 2021

Title: Proposed Amendments to Cannabis Ordinance

Location: Citywide

Responsible Staff Member: Heather L. Stroud, City Attorney (530) 542-6046

Background:

On February 19, 2019, City council adopted Ordinance No. 2019-1126 (“Cannabis Ordinance”), which regulates cannabis businesses in order to ensure the health, safety, and welfare of the residents of and visitors to the City of South Lake Tahoe. Since that time, the City has issued Cannabis Use Permits, Public Safety Licenses, and Development Agreements to five cannabis businesses to operate in the City, in addition to the existing dispensary (Tahoe Wellness Coop). There are three permitted retailers with delivery: Embarc Tahoe, Cannablue, and Tahoe Green, and two microbusinesses received permits: Perfect Union SLT and Redefining Organics. The existing dispensary and retailers are open for business and have been operating adult-use cannabis businesses under the Cannabis Ordinance. Redefining Organics is not yet open for business and the City Council terminated the Development Agreement with Perfect Union SLT on June 15, 2021.

The Cannabis Subcommittee has reviewed the Cannabis Ordinance with staff and met with stakeholders including the cannabis businesses and members of the cannabis stakeholder group which was convened to assist with developing the Cannabis Ordinance in 2017-2018. In addition to the cannabis businesses, stakeholders participating in the meeting with the Cannabis Subcommittee on April 6, 2021, included representatives from Tahoe Alliance for Safe Kids, Lake Tahoe Unified School District, South Tahoe Chamber, Live Violence Free, and Boys and Girls Club of Lake Tahoe. The Cannabis Subcommittee sought and received feedback from stakeholders on the following proposed amendments to the Cannabis Ordinance: (1) allowing retailers to include on-site consumption lounges; (2) allowing permittees to hold more than one Cannabis Use Permit; (3) increasing the allowable canopy size for indoor cultivation; and (4) establishing a cannabis tax. The Cannabis Subcommittee also received generally positive feedback from stakeholders on the City’s existing regulations and the impact of the cannabis industry on the community including financial contributions to local organizations. There is strong interest among the stakeholders in collaborating on a robust, coordinated drug awareness and anti drug-use education campaign for Tahoe youth.

On May 18, 2021, the Cannabis Subcommittee presented its recommendations for amendments to the Cannabis Ordinance to City Council. At that time, City Council directed the Subcommittee and staff to hold a public workshop to receive input prior to bringing the discussion back to City Council. On June 22, 2021, the Subcommittee hosted a workshop via Zoom and received feedback on the City’s current cannabis regulations and operating cannabis businesses as well as

the proposed amendments: (1) to allow consumption lounges at permitted cannabis retail businesses; (2) to allow cannabis businesses to hold more than one non-retail permit; and (3) to increase the maximum allowed canopy size for indoor cannabis cultivation from 5000 sq. ft. up to 22,000 sq. ft. The workshop was attended by 13 cannabis business owners and community members. Feedback received at the workshop was generally positive and is summarized under each topic below.

Issue and Discussion:

Based on the City's generally positive experience with the cannabis industry since adopting the Cannabis Ordinance in 2019 and taking into consideration feedback received from the cannabis businesses and stakeholders, the Cannabis Subcommittee recommends that City Council consider the following amendments to the Cannabis Ordinance. Amendments supported by Council will be included in a draft ordinance to be presented to Planning Commission and City Council later this year or early in 2022.

On-Site Consumption

The Cannabis Subcommittee recommends amending the Cannabis Ordinance to allow cannabis retailers to include an on-site consumption lounge. Several of the retail businesses have indicated interest in pursuing this option, and the stakeholders generally did not have concerns. Some of the stakeholders who work with children are in favor of allowing on-site consumption because it allows parents a safe space to consume cannabis outside of the home. Another benefit would be to provide an alternative to reduce illegal consumption in public and reduce smoking or vaping by visitors in hotel rooms. The main concern with on-site consumption expressed would be customers leaving after consuming cannabis products and driving while impaired.

If permitted by the local jurisdiction, on-site consumption is allowed under state law (Business & Professions Code section 26200(g)) in accordance with the following requirements:

- Must have state license as cannabis retailer or microbusiness with retail component
- Access restricted to customers age 21 and up
- No alcohol or tobacco may be sold or consumed on premises
- Consumption of cannabis cannot be visible from a public place or non-restricted area

Cities in California that have allowed on-site consumption include West Hollywood, Eureka, Desert Hot Springs, San Francisco, Berkeley, and Oakland. Staff has reached out to these cities for feedback and lessons learned. Most of them have just recently allowed on-site consumption and do not have business operating yet. As of May 2021:

- West Hollywood had one on-site consumption lounge operating and three more had been permitted but were not yet open for business. For indoor consumption, requirements for upgraded ventilation systems are recommended to avoid nuisance odors. Staff training on assisting customers to avoid overconsumption of edibles is also recommended, and requiring that unfinished products be securely repackaged before leaving the site.
- Desert Hot Springs had just recently adopted an ordinance allowing on-site consumption entertainment facilities (movie theater, bowling alley, concert venue, etc.) and was processing two applications. They did not have any on-site consumption sites open yet.
- San Francisco has several consumption lounges open for business and have had no complaints or enforcement issues.

- Oakland had just recently adopted an ordinance allowing on-site consumption and did not yet have any businesses permitted and open.

The Cannabis Subcommittee recommends the following provisions be included in the City ordinance:

- Permitted retailers and microbusinesses with a retail component may apply to add an on-site consumption lounge indoors within their existing retail cannabis business footprint by applying to amend their Public Safety License and submitting a revised Security Plan including the following components:
 - Hours of operation limited to end by 2:00am (consistent with closing time for bars), with sales to end by 10:00pm as required by state law
 - Ventilation plan designed to prevent flow of smoke to all other areas of retail establishment and neighboring businesses and properties
 - Plan for adequate security and lighting to protect safety of patrons
 - Measures to prevent loitering in outdoor areas including parking lot
 - Employee of cannabis business must be present in consumption area at all times
 - Employee training on assisting customers to avoid overconsumption of edibles required
 - Applicants required to cut off service to impaired patrons and provide option for safe ride home for customers such as shuttle, taxi, or ride-share service
- Permitted retailers and microbusinesses with retail component may apply to add an on-site consumption lounge expanding the existing retail cannabis business footprint by applying to amend their Cannabis Use Permit, in addition to amending their Public Safety License as described above.
- Opened and unfinished cannabis products must be securely repackaged before leaving the site
- Cannabis products ingested, smoked, or vaped in consumption lounges must be purchased on-site
- Consumption lounge must be a separate indoor space, or separate outdoor space not visible to the public and situated and ventilated to prevent odors perceptible to neighboring properties, with separate entrance from retail store
- Amendments to South Lake Tahoe City Code chapter 4.100 (Clean Indoor Air and Health Protection) to allow smoking at permitted cannabis retailers in a consumption lounge which is physically separated from the rest of the premises in compliance with state law

Feedback received at the June 22 workshop on this issue includes:

- Cannabis businesses support allowing consumption lounges as a safe site to consume especially for tourists who may not otherwise have a place to legally consume.
- A desire not to move “too fast” since kids have not been back in school very long and the impacts of the current regulations on kids are not fully known yet.
- One commenter did not support on site consumption or the concept of “cannabis tourism.”

Allowing Permittees to Hold Multiple Permits

South Lake Tahoe City Code section 6.55.740(A)(3) currently prohibits an owner and/or operator of a cannabis business from owning or operating more than one cannabis business within the City. The Cannabis Subcommittee recommends allowing permittees to hold more than one permit, except that retail permittees should continue to be allowed to hold only one retail permit. The Cannabis Subcommittee also recommends allowing the open permit types to be combined into additional microbusinesses, and allowing these microbusinesses to include a distribution

component. The City currently has open permits for microbusiness with retail (1), cultivation (2) and manufacturing (4).

The existing cannabis businesses and stakeholders seemed generally supportive of this approach to foster more of a local supply chain for the existing retailers.

Feedback received at the June 22 workshop on this issue includes:

- Cannabis businesses support allowing cannabis businesses to hold more than one non-retail permit because retailers would be able to sell more local products.
- One business suggested allowing retail businesses to open satellite locations.

Increasing Maximum Cultivation Size

The maximum canopy size for cultivators is currently limited to 5,000 square feet for cultivation permits and 10,000 square feet for microbusiness permits under South Lake Tahoe City Code sections 6.55.800(C)(2) and (E)(3), respectively. The Cannabis Subcommittee recommends increasing the allowable canopy size for cultivation permits to be consistent with the limits for “medium indoor” cultivation in state law, which is 22,000 square feet of total canopy under 3 Cal. Code Regs. section 8201(d). The city’s limit for microbusinesses is already consistent with the state limit. The existing cannabis businesses and stakeholders seemed generally supportive of this change, especially given that potential indoor cultivation sites are already limited by the availability of industrial-zoned parcels and Tahoe Regional Planning Agency site coverage limitations.

Feedback received at the June 22 workshop on this issue includes:

- Cannabis businesses are supportive of increasing the canopy limit to better align with state regulations and indicated that the current 5000-square-foot limit is not financially viable given high overhead costs and new state law definition of “canopy” that includes appurtenant uses, and there are sustainable cultivation practices that reduce energy and water use.
- One commenter stated the change would be irresponsible because we are in a drought and profitability of businesses should not be the City’s concern.

Financial Implications:

The recommended amendments to the Cannabis Ordinance could result in additional revenue to the City if they result in additional business activities, in the form of additional community benefit fees, sales tax, and a cannabis tax, if adopted.

Environmental Considerations:

Amendments to the Cannabis Ordinance are not subject to the California Environmental Quality Act (CEQA) pursuant to Business and Professions Code section 26055(h), which exempts from CEQA the adoption of an ordinance, rule, or regulation by a local jurisdiction that requires discretionary review and approval of permits, licenses, or other authorizations to engage in commercial cannabis activity whereby the discretionary review in any such law, ordinance, rule, or regulation includes any applicable environmental review pursuant to CEQA.

Policy Implications:

The local cannabis businesses appear to be successful and the recommendations from the Cannabis Subcommittee are intended to continue to foster this new industry and ensure its sustainability, while continuing to protect the health and safety of residents and visitors.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: October 19, 2021

Agenda Item #: 16.



Agenda Item: Initiation of Long-Term Rental Incentive Grant Pilot Program

Executive Summary: Per the previous direction of City Council and in order to incentive the use of existing housing stock for long-term rental housing, staff is recommending approval of the parameters and budget for a Long-Term Rental Incentive Grant Pilot Program. The core of the program centers around providing a one-time cash grant to encourage property owners to convert homes and vacant rooms into long-term rentals. The program is proposed to be funded by an allocation from the American Rescue Plan Act (ARPA).

Requested Action / Suggested Motions: Pass a Resolution appropriating \$500,000 of American Rescue Plan Act (ARPA) funds for use toward a long-term rental incentive pilot program; and Pass a Motion authorizing and directing the City Manager to execute a sole source Professional Service Agreement with Landing Locals not to exceed \$86,000 to administer a portion of the pilot program.
Responsible Staff Member: Zach Thomas, Housing Manager

Responsible Staff Member: Zach Thomas, Housing Manager (530) 542-7400

Reviewed and Approved By:

Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance
Heather Stroud, City Attorney

Attachments:

- [01-Staff_Report_-_Rental_Incentive_Program_01 \(2\).docx](#)
- [02- PSA Landing Locals](#)
- [03-Resolution_-_Long-Term_Rental_Incentive_Grant_Pilot_Program_.docx](#)
- [04-IFR-Explainer.pdf](#)
- [05-Sole Source Landing Locals.pdf](#)



City of South Lake Tahoe

Report to City Council

Meeting Date: October 19, 2021

Title: Initiation of Long-Term Rental Incentive Grant Pilot Program

Location: Citywide

Responsible Staff Member: Zach Thomas, Housing Manager (530) 542-7400

Background: At its August 3 meeting, the City Council was presented with potential strategies that may incentivize the use of existing housing stock to convert to long-term rental housing. Strategies presented to the City Council had been informed in part by results of a survey sent to second home owners about potential incentives that may encourage the use of properties for long-term rentals. The initial outreach and research efforts were done in conjunction with Tahoe Home Connection. After the staff presentation and discussion by the City Council, direction was given to staff to finalize a scope of work with Landing Locals to administer a Long-Term Rental Grant Pilot Program. The program was to be generally designed to offer an incentive grant to homeowners that rent long-term to tenants within an established income range that is typical to encompass a “workforce” population.

Staff was also directed to initiate a Request for Proposals (RFP) for an enhanced property management service that may function as a further incentive and be used by homeowners renting to long-term tenants within the guidelines established by the Grant Pilot Program. The scope of work and RFP is under preparation and scheduled to be released in November.

Both programs are to be funded by a \$500,000 allocation from American Rescue Plan Act (ARPA funds) as further discussed in the Financial Implications section of this staff report.

Issue and Discussion: City staff and Landing Locals have developed the basic parameters and cost of the Pilot Program as well as the scope of work to be administered by Landing Locals. The core concept of the program centers around a one-time cash grant to encourage property owners to convert their homes and vacant rooms into long-term rentals. The target housing inventory for the program includes (but is not limited too) short-term rentals/vacation home rentals (VHRs) with expired permits, vacation and second homes, or homeowners that have vacant rooms that are interested in converting into long-term rentals.

The proposed Pilot program consists of the following basic structure:

- Household income must not exceed 125% of the Area Median Income (AMI). For unrelated adults, household income will be the average of the income of the adults in the household.
- Eligible properties will include single-family homes, townhomes and privately-owned condos and vacant rooms in owner-occupied properties. All properties must be located within the City limits.

- Property owners complying with all Program requirements will be eligible for a \$2,000 grant per resident housed (including children), up to \$10,000 per home. Related couples may occupy a shared bedroom and each child older than the age of 6 years old must occupy/have access to separate bedrooms for the property owner to be eligible to receive the grant. Unrelated adults must also occupy/have access to separate bedrooms for the property owner to be eligible to receive the grant.

Landing locals will be responsible for administering all components of the program including outreach and education, customer service, administration, reporting and auditing. Based on experience gained in administering a similar program in Truckee, Landing Locals will no longer be providing “tenant matching” as a service included in the basic administrative fee. Experiences associated with this process often resulted in homeowners taking advantage of the “free” matching service while remaining uncommitted to participation in the overall program. As such, potential tenants have, in instances, wasted valuable resources while waiting for access to a property that never materialized.

The scope of the previously discussed enhanced property management service may play a role in addressing “tenant matching” needs of property owners. Regardless, staff agrees that “tenant matching” is not a necessary component of the proposed Pilot Program.

Staff recommends that the City Council approve the parameters and budget of \$286,000 (\$200,000 for incentive grants and \$86,000 for program administration and marketing) for the Long-Term Rental Incentive Grant Pilot Program and scope of work provided by Landing Locals and authorize the City Manager to enter into the attached sole source Professional Services Agreement for the administration of the Long-Term Rental Incentive Grant Pilot Program. Upon approval of the PSA, staff and Landing Locals will finalize internal processes for administration of the program. Staff recommends that City Council authorize this sole source agreement under South Lake Tahoe City code section 3.45.060 because Landing Locals is the only known entity providing this type of service of making existing housing stock available to long-term renters through a grant program. Staff further recommends adopting a resolution appropriating the full \$500,000 in ARPA funding to the project account in fund 320. The remaining \$214,000 will be utilized for the property maintenance incentive program. After completion of the RFP process, a recommendation on entering into a PSA with a property management company will be brought to Council for consideration.

Financial Implications: The American Rescue Plan Act established the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program. This program is intended to provide support to state, territorial, local, and tribal governments in responding to the economic and public health impacts of COVID-19 and assist efforts to mitigate impacts on communities, residents, and businesses. This funding is subject to the requirements specified in the Interim Final Rule adopted by Treasury, which describes whether a program, project, or services is an eligible use. For a brief description of the status and content of the Interim Final Rule and eligible uses, please refer to attachment 4 of this agenda item.

Prohibited uses clearly outlined in Treasury guidance include:

- Deposits to Reserves or Rainy-Day Funds
- Deposits to Pension Funds for unfunded liabilities (current service costs may be eligible)
- Debt Service Payments

- Offset to tax cuts caused by a change in local law.

Outside of these restrictions, the City has substantial discretion to use the funds in ways that best suit the needs of the community – as long as the use fits into one of the following four statutory categories:

- A. To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- B. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- C. For the provision of government services to the extent of the reduction in revenue (“revenue loss”) due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- D. To make necessary investments in water, sewer, or broadband infrastructure.

Within the allowable categories, Category C for the replacement of lost revenues provides the most flexibility in the use of funds and ease of administration.

In the Treasury guidance, any reduction in actual revenue calculated is presumed to have been due to the COVID-19 public health emergency. This presumption is made for administrative ease and in recognition of the broad-based economic damage that the pandemic has wrought.

The Treasury guidance gives broad latitude to use revenue loss funds for the provision of government services. Finance Staff is currently conducting the revenue loss calculation using the tools provided by the California Society of Municipal Finance Officers (CSMFO) and Government Finance Officers Association (GFOA). The calculation will be completed in the upcoming months and will be provided to City Council with the next ARPA project appropriations item. Based on the preliminary analysis, the revenue loss is estimated between \$2 million and \$4 million.

Treasury encourages recipients to use funding to support urgent needs, including pandemic response efforts and supporting the immediate needs of households and businesses. In July 2021, the City conducted a community survey as part of the participatory budgeting, and the program presented here was rated as one of the top priority projects by the community. In August 2021, City Council discussed the results of the community survey and chose the project “Housing Stock for Local Housing Needs” as a viable use of ARPA funding. The Long-Term Rental Incentive Grant Pilot Program proposed under this project will address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries and the public sector. Should in the future upon review and audit Treasury disallows funding for this project under Category A, funding allocated under Category C, revenue loss, will be available for this project.

The Grant Pilot Program has a total budget of \$286,000 and along with the property maintenance incentive program will be funded by a \$500,000 allocation from the American Rescue Plan Act as follows:

Housing Grants to Households: \$200,000

- Up to 100 housing grants at \$2,000 for each resident housed

Administration Fee to Landing Locals: \$72,000

- Flat rate fee billed monthly at \$6,000 per month

Marketing and Advertising: \$14,000

- Postcard Mailing to Second-Home Owners (\$4,000)
- Other marketing opportunities including website, print, digital and outreach opportunities (\$10,000)

Property Maintenance Incentive Program: \$214,000.

The project fits under ARPA eligible uses Category A of the four statutory categories established by the Treasury, and expenditures for this project are preliminary determined to be reported under Expenditure Category 3 (EC 3), Services to Disproportionately Impacted Communities.

Environmental Considerations: The recommendation in this report is not a project under CEQA, because it does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(2) and 15378(b)(4) and is, therefore, not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3).

Policy Implications: The effort to support the conversion second homes to rentals is identified as a Tier 1 priority in the 2020-2022 Housing Workplan. Specifically, the workplan identifies a partnership with Tahoe Home Connection for this effort. However, direction given at the January 5th City Council has expanded this effort to include other potential partners.

The discussed action would be consistent with the following adopted General Plan Housing Element policies and programs:

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

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

**CITY OF SOUTH LAKE TAHOE
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of the 1st day of December, 2021 by and between the City of South Lake Tahoe, a municipal corporation ("City") and Landing Locals ("Consultant").

RECITALS

- A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue for one year.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed \$86,000 without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without prior written authorization from City.
6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

7. Ownership of Documents.
All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees

and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from records shall be available at Consultant's address indicated for the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be

maintained at City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors or subcontractors hired or retained by Consultant are employees, agents, contractors or subcontractors of Consultant and not of the City.

City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

10. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,

- b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all

costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with this Agreement, and consultant's work under this Agreement.

15. Insurance Requirements.

- a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.
 - i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City

at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

- ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

- b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:
- i. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.
 - ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.
 - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.
 - iv. The insurer waives all rights of subrogation against City except for Consultant's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees or agents.
 - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.
 - vi. No policies of insurance carried by Consultant shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City Attorney by Certified Mail.
- c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies.

The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

- d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

- 16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150

If to Consultant: Colin Frolich, Chief Executive Officer
10418 Donner Pass Road Unit C
Truckee CA 96161

- 17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City, which shall not be unreasonably withheld. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation

on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

18. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.
20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.
21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

23. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free work place by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).
 - b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance program; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - c. Provide, as required by Government Code Section 8355(c), that every employee who performs grant activities under this Agreement:
 - i. Will receive a copy of the Consultant's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

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

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

25. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
26. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et. seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.
27. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
28. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
29. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
31. Time is of the Essence. Time is of the essence for this Agreement.
32. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

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

CITY OF SOUTH LAKE TAHOE:

CONSULTANT:

By _____

By _____

Joseph Irvin, City Manager

Colin Frolich, Chief Executive Officer

Date _____

Date _____

Business License # _____

APPROVED AS TO FORM:

By _____

Date _____

Heather Stroud, City Attorney

ATTEST:

By _____

Date _____

Susan Blankenship,
City Clerk

Attachments:

Exhibit A – Scope of Services

Exhibit B – Compensation Schedule

Exhibit C - Anti-Lobbying Certification

EXHIBIT A

SCOPE OF SERVICES



Scope of Work

To: Zach Thomas - Housing Manager, City of South Lake Tahoe

From: Colin Frolich, Chief Executive Officer
Kai Frolich, Chief Impact Officer
(530) 213-3093
hello@landinglocals.com
10418 Donner Pass Road Unit C
Truckee CA 96161

Date: Oct 5, 2021

Re: Scope of Work to Administer The Long-Term Rental Grant Pilot Program for The City of South Lake Tahoe

The Long-Term Rental Grant Program (the “Program”), originally piloted in Truckee, is geared at increasing the inventory of rental homes for local households. Long-term rental inventory is added to the local housing market by offering homeowners a one-time cash grant to encourage property owners to convert their homes and rooms into long-term rentals.

The following scope of work and budget are intended to respond to the City of South Lake Tahoe’s desire to test an incentive program to respond to the local-housing crisis residents face.

Incentive Structure

1. Incentive Amount
2. Term of Leases Permitted
3. Type of Properties allowed
4. Tenant Employment Restrictions

(1) Incentive Amount:

\$2,000 grant per local housed (including children), up to \$10,000 per home, with “local” defined below. The grant will be broken up into two payments: One at lease signing, and one at the 12-month mark

(2) Term of Lease

Property owner would be required to sign a 12-month lease with the tenant(s)

(3) Type of Units Allowed

First and foremost, we want to ensure that the properties and rooms participating in the Program were not previously long-term rentals and we are unlocking new housing units. Target housing inventory for the Program includes short-term rentals with expired permits, vacation and second homes, or rooms that are empty due to changes in property use or ownership (converting an office, empty nesters, recently purchased properties, etc.).

There are two requirements for the property:

1. The following types of housing units that will be eligible in the program:
 - Single family homes, townhomes, and condos
 - Room rentals (must be owner-occupied property)
2. The property must be located in the city limits of South Lake Tahoe.

(4) Tenant Qualification Requirements:

Household income must not exceed 125% of the Area Median Income (AMI). For unrelated adults we will take the average of the income of each of the adults in the household.

Program Tasks

The following outlines the tasks that Landing Locals will complete to help administer the Program for the City of South Lake Tahoe.

1) Outreach and Education

Working with local homeowners, property managers, realtors, and other real estate professionals to get the word out about the program and ensure they understand how it works and how they can qualify for the incentive. This includes building a dedicated webpage on LandingLocals.com and dedicated (530) phone number for the program.

2) Customer Service

Responding to all inbound inquiries via web, email, and phone for qualifying properties to ensure homeowners understand the program and how they can qualify for the grant.. landing Locals will compile feedback on the program to inform program modifications.

3) Administration

Working with Staff to ensure we have backend operations to process and approve the grants. This includes setting up systems like Excel Spreadsheets and Dropbox folder. Landing Locals would review leases, qualify tenants, and ensure property owners receive grant payment(s). To process the grants, Landing Locals will provide the City Staff with:

- A signed copy of the lease agreement signed by property owner/manager and tenant(s)
- A w9 and check request from the property owner
- Supporting Income verification (w2, paystub, or tax return) to ensure household income does not exceed 125% AMI

4) Reporting

We'd identify a cadence for meeting and reporting out to stakeholders (Staff, Council). We'd provide bi-weekly updates to Staff on results vs. targets and feedback we are hearing from renters, homeowners, property managers, and the public.

5) Auditing

Landing Locals would ensure the full lease term was executed and tenants are still meeting employment/income requirements by following up directly with the tenant and landlord. Landing Locals would also report back on the landlord's intentions after the initial lease to see what units remain long term rentals and which ones go back to their original use.

Proposed Program Budget and Timing

Dec 1, 2021 — Nov 30, 2022

Housing Grants: \$200,000

- up to 100 housing grants at \$2,000/each

Administration Fee: \$72,000

- Billed monthly at \$6,000/mo

Marketing/Advertising Costs: \$14,000

- Postcard Mailing to Second-Home Owners (\$4,000)
 - \$0.40 per postcard to 10k addresses
- Various other marketing opportunities including setting up website, print, digital, and outreach opportunities geared at property owners (\$10,000)

Total Budget = \$286,000

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Estimated fees (not to exceed) **\$86,000**

(travel is included in the TOTAL (not to exceed amount))

TOTAL (not to exceed) **\$ 86,000**

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

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

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

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant:

Colin Frolich, Chief Executive Officer

By: _____

Resolution 2021-XXX

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

October 19, 2021

Authorizing \$500,000 of American Rescue Plan Act (ARPA) funds for use toward a long-term rental incentive pilot program

BACKGROUND

- A. The American Rescue Plan Act (ARPA) (Public Law No. 117-2) was signed into law by the President of the United States on March 11, 2021.
- B. The Act appropriated Coronavirus State and Local Fiscal Recovery Funds for allocation by the U.S. Department of the Treasury to states, counties, metropolitan cities, and small cities with population under 50,000 (referred to as non-entitlement units of local government).
- C. On June 15, 2021 the City Council adopted Resolution 2021-052 establishing the special fund “Local Fiscal Recovery Fund” and authorizing the Director of Finance to accept all funds received under the American Rescue Plan Act and deposit them in the Local Fiscal Recovery Fund.
- D. On June 15, 2021 the City Council considered a list of potential projects for ARPA funding and requested that City staff develop a Long-Term Rental Incentive Pilot Program for ARPA funding appropriation of \$500,000.
- E. As economic conditions and workforce behaviors changed as a result of the Coronavirus pandemic, the City of South Lake Tahoe experienced heightened real estate activity due to worker ability to work remotely and live further from their place of employment. This heightened market impacted the supply of single-family residences available for rent as homes previously used as rentals sold to owners looking to live in the home. These impacts contributed to an existing shortage of long-term rental supply and increased rental rates.
- F. The City of South Lake Tahoe has historically had a large inventory of vacant “second homes” along with Vacation Home Rentals (VHRs) that have lost permits as a result of measure T, the owners of which maybe incentivized to convert to long-term rentals.
- G. The impact to the housing market occurred at a time when many workers within the community lost wages as businesses dependent on tourism and recreation were impacted by the Coronavirus pandemic. As businesses and public agencies became able to return to pre pandemic operations, re-hiring workers became a barrier due to a shortage of rental housing availability.

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

1. Finds that establishment of a Long-Term Rental Incentive Grant Pilot Program will address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector.
2. Authorizes the appropriation of ARPA funds into the fiscal year 2021/2022 budget as follows:
 Local Fiscal Recovery Fund/ARPA Account Number: 264-01952
 ARPA Revenue 33132: \$500,000
 Transfer out to Housing CIP 50036: \$500,000

LT Rental Incentive Pilot Program Housing CIP Account Number: 320-30003
 Transfer In from ARPA 36375: \$500,000
 Professional services 42020: \$86,000
 Grant payments 4XXXX: \$200,000
 Property Maintenance Incentive Program Expenses 4XXXX: \$214,000

Adopted by the City of South Lake Tahoe City Council on October 19, 2021 by the following vote:

- Yes:
- No:
- Absent:
- Abstain:

Date:_____

Tamara Wallace, Mayor

Attest:

Susan Blankenship, City Clerk

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

More Information on the Conclusion of the Public Comment Period and the Interim Final Rule on the Coronavirus State and Local Fiscal Recovery Funds

The American Rescue Plan provides \$350 billion through the Coronavirus State and Local Fiscal Recovery Funds for eligible state, local, territorial, and Tribal governments to respond to the COVID-19 emergency and bring back jobs. This funding is subject to the requirements specified in the [Interim Final Rule](#) adopted by Treasury, which describes whether a program, project, or service is an eligible use.

The Interim Final Rule took effect on May 17, 2021 and was open for public comment until July 16, 2021. Treasury welcomes the robust stakeholder feedback that was provided, with nearly 1,000 unique comments submitted. Treasury is committed to a prompt and thorough review of the comments and plans to adopt a final rule, which will respond to comments received. Treasury expects its review of comments to continue into the fall.

Until Treasury adopts a final rule and the final rule becomes effective, the Interim Final Rule is, and will remain, binding and effective. This means that recipients can and should rely on the Interim Final Rule to determine whether uses of funds are eligible under this program. Treasury encourages recipients to use funds to meet needs in their communities.

Funds used in a manner consistent with the Interim Final Rule while the Interim Final Rule is effective will not be subject to recoupment.

As noted above, the Interim Final Rule implements the four categories of eligible uses established under the American Rescue Plan Act, including by establishing criteria and considerations for recipients to determine whether a use is consistent with the Interim Final Rule. To provide clarity regarding eligible uses and help support recipients in responding to urgent needs, the Interim Final Rule includes a non-exclusive list of programs or services that are eligible as responding to the public health emergency and its negative economic impacts and a non-exclusive list of government services that may be funded to the extent of a government's reduction in revenue. At the end of this statement are examples that recipients may consider. Please note that not every eligible use is listed below, and recipients may use the Interim Final Rule to interpret whether their use of fund meet the criteria of what is eligible. It is possible for recipients to use funds in a manner that is not on the list below as long as it is consistent with guidance in the Interim Final Rule.

Additionally, recipients can use State and Local Fiscal Recovery Funds, up to their amount of revenue loss due to COVID-19, with broad discretion to provide government services. Some examples of government services include police, fire, and other public safety services, school or educational services, health services, environmental services, and maintenance or pay-go funded building of infrastructure including roads.

Finally, recipients may also consider FAQs issued by Treasury to help assess whether a project or service would be an eligible use of Coronavirus State and Local Fiscal Recovery Funds.

If recipients have interpretive questions regarding the Interim Final Rule, they may contact Treasury at sfrp@treasury.gov. Treasury does not pre-approve specific uses of these funds.

Treasury is committed to supporting recipients in helping to ensure a strong and equitable recovery and recipients are encouraged to use this relief to support urgent needs, including pandemic response efforts and supporting the immediate needs of households and businesses.

Non-Exhaustive Examples of Funding Uses Eligible as Responding to the COVID-19 Public Health Emergency and Its Negative Economic Impacts

- Expenses related to COVID–19 vaccination programs and sites
- Costs of providing COVID–19 testing and monitoring, contact tracing, and monitoring of case trends and genomic sequencing for variants
- COVID–19 related expenses in congregate living facilities, including skilled nursing facilities, long-term care facilities, incarceration settings, homeless shelters, residential foster care facilities, residential behavioral health treatment, and other group living facilities
- COVID–19-related expenses of public hospitals, clinics, and similar facilities
- Expenses of establishing temporary public medical facilities and other measures to increase COVID–19 treatment capacity
- Emergency medical response expenses, including emergency medical transportation, related to COVID–19
- Mental health treatment, substance misuse treatment, and other behavioral health services
- Assistance to unemployed workers, including services like job training to accelerate rehiring of unemployed workers
- Assistance to households or populations facing negative economic impacts, including food assistance; rent, mortgage, or utility assistance; counseling and legal aid to prevent eviction or homelessness; internet access or digital literacy assistance.
- Assistance to small businesses facing negative economic impacts, including to address financial hardship; implement COVID–19 prevention or mitigation tactics; or provide technical assistance, counseling, or other services to assist with business planning needs.
- For state, local, or Tribal governments, payroll and covered benefit expenses for public safety, public health, health care, human services, and similar employees responding to the COVID–19 public health emergency.
- Payroll, covered benefits, and other costs associated with rehiring public sector staff, up to the pre-pandemic staffing level of the government.
- When provided in a qualified census tract, to households living in a qualified census tract, by a Tribal government, or to other households, businesses, or populations disproportionately impacted by COVID–19, including programs or services that:
 - Facilitate access to health and social services, including assistance accessing public benefits or community violence intervention programs
 - Address housing insecurity, including support for individuals who are homeless and development of affordable housing
 - Address COVID– 19 impacts on education, including: new or expanded early learning services and services to address the academic, social, emotional, and mental health needs of students
 - Address the impacts of the COVID– 19 public health emergency on childhood health or welfare, including new or expanded childcare or home visiting programs.

**SOLE BRAND/SOLE SOURCE REQUEST
JUSTIFICATION/APPROVAL FORM**

SOLE SOURCE VENDOR: Landing Locals

ADDRESS: 10418 Donner Pass Road Unit C, Truckee, CA 96161

PHONE NO. (530) 213-3093

ITEM TO BE PURCHASED: Professional Service COST: \$ 86,000

1. Check reasons for sole source request:

Proprietary: The item is available only from a single source; the item is held under exclusive title, trademark, or copyright by a private person or company; a proprietary distributorship would also apply.

Emergency Purchase: The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation, per City Code SLTCC § 3.45.070

Sole Source: After solicitation of several sources, competition is determined inadequate or no other items are known to exist which perform the same function.

Federal Awards: when purchasing goods or services with Federal Funds where the Federal awarding agency expressly authorizes noncompetitive proposals in response to a written request from the City. (attach authorization to this form)

Standardization: The City requires the item(s) to standardize parts, design, quality, etc.
Explain: _____

Note: when using Federal Funds, you must have written authorization from the Federal Awarding agency if claiming sole source for Standardization purposes.

2. Describe the product or service and how it is unique or one-of-a-kind: The Long-Term Rental Grant Program (the "Program"), originally piloted in Truckee, is geared at increasing the inventory of rental homes for local households. Long-term rental inventory is added to the local housing market by offering homeowners a one-time cash grant to encourage property owners to convert their homes and rooms into long-term rentals. Landing Locals administers the program in Truckee and has developed an online platform, to connect vacation-home owners and long term renters.

3. Explain why the product/service is available from only one source and what avenues you pursued to confirm that this is factual. Only known company focused on making existing housing stock available to long term renters through a grant program.

5. Can your requirements be modified to allow competitive products or services be used?

Explain: _____ Pilot program with the only similar program taking place in Truckee. _____

REQUESTOR NAME/ DEPARTMENT: Development Services

DEPARTMENT HEAD SIGNATURE: *Kiley Rowland* DATE: 10/7/21

FINANACE DEPT. *Q. Vikhairong* DATE: 10/7/21

CITY MANAGER SIGNATURE: *Joseph L.* DATE: 10/12/2021

* Requests over \$7,000 require City Manager's approval. Requests over \$50,000 requires City Council's approval.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: October 19, 2021

Agenda Item #: 17.



Agenda Item: South Lake Tahoe Tourism Improvement District Annual Report for Fiscal Year 2020-2021

Executive Summary: City Council will formally receive the FY 2020-2021 Annual Report of the South Lake Tahoe Tourism Improvement District (SLTTID). The authorization for the SLTTID requires the TID to prepare and submit to the City an annual report of activities, a budget summary, and a financial statement. The SLTTID currently levies a nightly assessment of \$4.00 (hotels and motels) and \$5.50 (other lodging options) on lodging businesses in South Lake Tahoe based on the contract renewed in December 2019 for a ten year term. These funds are used for community marketing and tourism promotion. The proposed FY 2021-2022 budget is \$3,022,911, and the funds are administered by the Lake Tahoe Visitors Authority.

Requested Action / Suggested Motions: Receive the FY 2020-2021 Annual Report of the South Lake Tahoe Tourism Improvement District.

Responsible Staff Member: Andrew Black, Financial Services Supervisor

Responsible Staff Member: Andrew Black, Financial Services Supervisor (530) 542 6061

Reviewed and Approved By:

Susan Blankenship, City Clerk

Olga Tikhomirova, Director of Finance

Heather Stroud, City Attorney

Attachments:

[01-Staff Report - SLT TID Annual Report.docx](#)

[02-Annual Report](#)

[03- Attachment 2021 SLTTID Annual Audit Report](#)

[04-Reso No. 2019-059 SLTTID.pdf](#)

[05- Presentation.pdf](#)



City of South Lake Tahoe

Report to City Council

Meeting Date: October 19, 2021

Title: South Lake Tahoe Tourism Improvement District Fiscal Year 2020-2021 Annual Report

Location: Citywide

Responsible Staff Member: Andrew Black, Financial Services Supervisor, (530) 542-6061
Finance Department

Background: In accordance with the Property and Business Improvement District Law of 1994, Resolution No. 2006-52 was adopted by the City Council on September 5, 2006. The Resolution established the South Lake Tahoe Tourism Improvement District (SLTTID) and authorized levying an assessment on lodging businesses to provide a mechanism for stable funding of community marketing and tourism promotion. On December 8, 2009 Resolution No. 2009-103 was adopted by the City Council which renewed the SLTTID for a period of ten years and increased the nightly assessment amount. On August 6, 2019 Resolution No. 2019-059 was adopted by the City Council renewing the SLTTID for another ten-year term commencing on December 18, 2019 and expiring on December 17, 2029, conditional upon the Lake Tahoe Visitors Authority (LTVA) amending its bylaws within two years to add a City of South Lake Tahoe City Council representative to the LTVA Board. Subsequently, LTVA amended its bylaws to add that effective January 2021, the at-large Director from California be replaced by one at-large Director “either employed by the City of South Lake Tahoe or a member of the South Lake Tahoe City Council.” Currently, Council Member Bass serves as a City of South Lake Tahoe City Council representative to the LTVA Board.

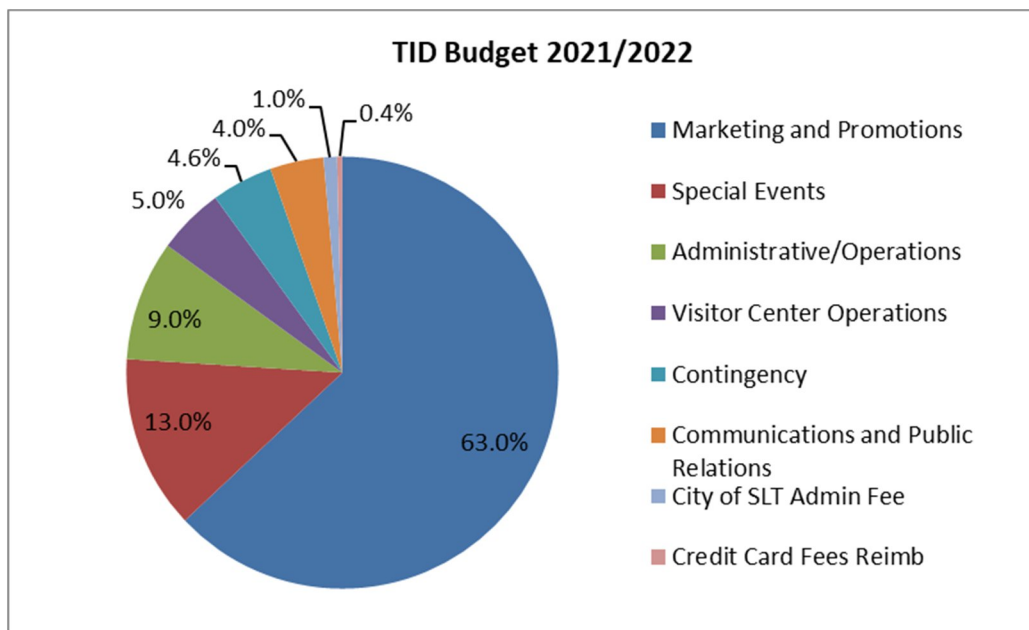
Issue and Discussion: The agreement with the SLTTID states that the City shall be responsible for the collection of assessments. After the monthly collections, accounting, and reconciliation, the funds are passed through to the TID less a 1% administrative fee. The agreement also requires the TID to prepare and submit to the City an annual report of activities, a budget summary, and a financial statement. All required items are enclosed for review and approval by the City Council. The Council may approve the report as submitted or may modify it pursuant to Street and Highways Code Sections 36635 and 36636. The Council may not approve a modification that would change the basis or method of assessment that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments.

Annual assessments: Lodging businesses in the city of South Lake Tahoe included in the District are subject to an assessment. The current assessment rates are \$4.00 per paid occupied room night on hotels and motels, and \$5.50 per paid occupied room night on timeshares, condos, duplexes, triplexes, and vacation homes under management contracts. The assessment began on November 1, 2006. In 2019, the SLTTID was renewed for a ten

year term expiring on December 17, 2029. An optional increase of one dollar starting in the fifth year of the current contract (2023-24) is outlined in the Management District Plan, to be approved at the discretion of the District board. There are no changes to the boundaries or areas of benefit in the District. The method of assessment remains the same as in previous years.

Revenues: The TID Board has budgeted \$3,022,911 in 2022, which is a 12.9% increase over the Fiscal Year 2021 budget. The TID revenue budgeted in fiscal year 2021 was \$2,678,178. Actual collections in fiscal year 2020 totaled \$2,154,864. The City of South Lake Tahoe receives a 1% administrative fee for collection of the monthly assessment, distribution of funds to the TID, and other financial support services. Additionally, in fiscal 2021 the District reimbursed the City for credit card fees incurred in fiscal 2019/20 in the amount of \$11,579.

Expenses: The largest expense of the TID is for Marketing and Promotions; along with Special Events, their total comprises 76.0% of the TID budget. Administrative expenses include office rent, insurance, utilities, supplies, and administration payroll, representing 9.0% of the budget. The Visitor Center represents 5.0% of the budget, while Communications and Public Relations represent 4.0% of the budget. The remaining budget includes a 4.6% contingency fund, a 1.0% administrative fee to the City of South Lake Tahoe and 0.4% in credit card fees reimbursement to the City. There is no expected surplus or deficit.



Financial Implications: Included in the TID 2020-2021 Annual Report is the fiscal year 2021-2022 budget, which includes General Fund revenue in the amount of \$30,229 as well as \$12,092 in reimbursement for credit card fees.

Environmental Considerations: None

Policy Implications: Consistent with City's Financial Policies

Attachment 1

**SOUTH LAKE TAHOE
TOURISM IMPROVEMENT DISTRICT**

**FISCAL YEAR 2021
ANNUAL REPORT
October 1, 2020 – September 30, 2021
AND
FISCAL YEAR 2022 SLTTID BUDGET**

Summary of the Management District Plan

The South Lake Tahoe Tourism Improvement District (SLTTID) provides for the provision of tourism promotions and marketing for South Lake Tahoe. The district is composed of lodging businesses located within the incorporated city of South Lake Tahoe and includes hotels/motels and vacation rentals. Services provided by the SLTTID include Marketing and Promotions programs and activities designed to market the South Shore of Lake Tahoe as a unique, year-round destination to the global marketplace and to favorably impact the South Shore economy through overnight stays and tourism spending.

The South Lake Tahoe Tourism Improvement District was incorporated in November 2006, was renewed on November 1, 2009 for a 10-year term, and renewed again on December 17, 2019 with an annual budget anticipated of \$2,705,000. Annual assessment rates are based upon a flat rate of \$3.00 per paid occupied room per night on hotels and motels and \$4.50 per paid occupied unit per night on timeshares, condos, triplexes, duplexes and homes under management contracts. The present SLTTID assessment district continues to be in effect for ten years and in Year 2, beginning December 17, 2020, the annual assessment rates increased to \$4.00 per paid occupied room night on hotels and motels, and \$5.50 per paid occupied unit per night on timeshares, condos, triplexes, duplexes and homes under management contracts. An optional additional increase of \$1.00 in year 5 is outlined in the Management District Plan, to be approved at the discretion of the District board.

The SLTTID has created a website with information for all district members. The site address is www.southtahoetourism.com, and includes the below information:

1. District Plan documents
2. District By-Laws
3. Listing of lodging properties in the assessment district
4. Annual District Plan reports, news and events
5. Agenda and minutes from all meetings
6. SLTTID current year budget

I. Changes in District Boundaries

The South Lake Tahoe Tourism Improvement District had no changes in the district boundaries or benefit zones for the 2021 fiscal year.

II. Improvements and Activities Provided

The South Lake Tahoe Tourism Improvement District (SLTTID) is comprised of all lodging properties in the City of South Lake Tahoe. The SLTTID utilizes the professional marketing services of the Lake Tahoe Visitors Authority (LTVA) to promote the South Shore of Lake Tahoe. LTVA is chartered with promoting South Shore, Lake Tahoe and achieving a measurable impact on tourism numbers in the region. The mission of the LTVA is the marketing the South Shore as a unique, world-class year-round resort destination for the economic benefit and quality of life for the area. The SLTTID and the South Lake Tahoe Lodging Community is represented through two (2) board seats on the Lake Tahoe Visitors Authority Board of Directors. The SLTTID also maintains representation on the LTVA's Marketing Advisory Committee with two additional committee seats.

MARKETING AND PROMOTIONS RECAP - COVID EDITION

As the South Lake Tahoe Tourism Improvement District utilizes the services of the LTVA for its promotional activities, a recap of the past year will provide a basis for activities that will be continued and expanded during the following year. As we realize momentum with an adequately funded tourism campaign, promotional activities and events can be further developed and honed for maximum success.

The LTVA contracted with Duncan Channon for advertising creative and placement through the end of June 2021. That contract went up for bid and was awarded to Noble Studios, starting July 2021. The LTVA also contracts with Noble Studios for ongoing digital integration; with Weidinger Public Relations to manage media relations; Digital Edge, specializing in the Meetings market, and Local Freshies for social media services. The contract with Local Freshies ended at the end of June 2021 and those functions were brought in-house with the hiring of a Marketing Communications Coordinator.

Under the guidance of Duncan Channon, the destination's personality and attitude are delivered through all creative messages, images, and experiences. Tahoe South is young at heart, adventurous, social, and active around the clock. It possesses an energetic nature that is reinforced by the juxtaposition of the environments in which it lives; day and night, winter and summer, outdoor adventure, and indoor play. The brand resonates with a diverse audience, appealing to a broad spectrum of demographics that embrace the brand values. The target market for South Lake Tahoe includes above-average income active consumers who enjoy life, live it to the fullest, and put pleasure first. They are always in search of new experiences and making new discoveries.

Starting July 2021, Noble Studios is conducting a brand health and discovery exercise that will guide our brand evolution and new strategy from January 2022. This project includes a survey of a cross-section of the community to get broader input to develop a brand platform.

SUMMER 2020 RECOVERY CAMPAIGN

The strategy of this fully digital campaign was to be flexible, specifically for DMA's (designated market areas) along with launch timing and creative optimizations. The audience was tailored for COVID-19, targeting travelers looking to relax and recharge, but also our existing adventure seeker demographic. The markets were strategically selected based on top spending out-of-state drive DMA's and broken into tiers. The 2020 Summer recovery campaign was planned to run mid-June through to the end of September, however, due to COVID restrictions, was paused on July 7th and did not resume. The 15-day campaign resulted in over 11.5 million digital impressions and 52k website sessions.

Objective

- Stimulate and shape demand for near-future visits from drive markets as shelter in place restrictions began to ease.

Target Demographics

- Adventure Seekers
- Relax & Recharge
- Ages 25-49

Campaign Channels

- Digital TV
- Targeted Display Ads
- YouTube
- E-blasts
- Paid Search
- Facebook & Instagram

Tier 1 Markets

- San Diego
- Los Angeles
- Monterey (new)

Tier 2 Markets

- Las Vegas (new)
- Portland (new)
- Phoenix (new)

Tier 3 Markets

- San Francisco
- Oakland
- San Jose
- Sacramento

WINTER/SPRING 2020/2021 ADVERTISING CAMPAIGN

With COVID restrictions still affecting the destination's ability to openly welcome visitors, the Winter/Spring campaign was designed to be fully digital and flexible. Considerations for this were to evaluate if Tahoe South was open to visitors, determine if any markets targeted were hot spots, and assess the status of local travel advisories. LTVA staff met weekly with our agencies to reassess campaign status to launch as soon as El Dorado County was removed from the purple tier. The decision was made to target traditional drive markets and shorter flight markets using flexible channels that could easily be paused and restarted.

Traditional Markets

- Los Angeles
- San Francisco
- Sacramento

New Markets

- Dallas (Spring only)

Objective

- Drive preference
- Increase traffic on and engagement to TahoeSouth.com

New Target

- Winter active adventures ages 25-49

The Winter campaign dates were 12/21 - 2/14 and Spring from 2/15 - 4/4. With ongoing COVID restrictions this campaign was never able to launch. With paid media paused, LTVA staff utilized owned and earned channels (social, website, and PR) to promote a 'Safe Travels' message and provide ongoing 'Know before you go' information on TahoeSouth.com with no direct call to action.

The destination received significant media exposure before, during and after the NHL event which occurred at Edgewood Tahoe in February 2021.

SPRING/SUMMER 2021 ADVERTISING CAMPAIGN

The Spring/Summer Tahoe South campaign strategy aimed at inviting, rather than persuading. Messaging was developed to inspire trip planning focusing on the restorative potential of Tahoe South as a getaway with its multitude of recreational opportunities and outdoor activities. The media strategy utilized video commercials with flexible digital media channels to drive TahoeSouth.com website traffic. The market strategy maintained its presence in targeted drive markets while building awareness in Texas fly markets. These were evaluated based on Entrada data insights.

Campaign Channels

- Connected TV/ Digital Video
- Social
- Email
- Paid Search

Traditional Markets

- Los Angeles (zip-code targeted)
- San Francisco

New Markets

- Houston
- Dallas
- Las Vegas

Objective

- Drive preference
- Increase traffic on and engagement to TahoeSouth.com

New Target

- Adventure Seekers
- Relax & Recharge
- Ages 25-49

The Spring campaign ran from April 9 - May 21, 2021. The Summer portion ran through the month of June then went dark in July due to ACC golf tournament media coverage and known high visitation. While resuming in August, the Caldor Fire forced it to be turned off two weeks early on August 24, 2021. Campaign results are pending.

Sierra Safely

Utilizing CARES Act funding, the Carson Valley Visitors Authority (CVVA) and the LTVA worked collaboratively to publicize Douglas County's resumption of tourist activities and provide assurance of safe visitor experience to the benefit of local tourism businesses and the County in general through increased lodging overnight stays, activities and retail spend.

Under the cooperative marketing umbrella of #SierraSafely, an integrated marketing campaign was developed by Noble Studios that included the SierraSafely.com website, a digitally-driven paid media

program, traditional advertising and a comprehensive public relations program, directed towards local and road-trip travelers.

The campaign ran from October 12 - December 31, 2020 and was targeted at 500-mile drive markets. Digital results included 21 million impressions, 30k visitors to the website, and 1.2k partner referrals. Billboard efforts garnered an additional estimated 10 million impressions and Expedia reported 5,200 room nights booked. Media results included 25 pieces of coverage and 54.5 million online readership.

Awards and recognition for the campaign included Gold for the overall campaign & Silver for video components from the American Advertising Awards Reno Chapter and an American Marketing Association ACE award for best integrated marketing campaign.

Trade Texas for Tahoe

The LTVA and Incline Village Crystal Bay Visitors Bureau (IVCBVB) accessed grant money from Travel Nevada to launch a cooperative digital campaign named Trade Texas for Tahoe, executed by Noble Studios. The objective focused on driving consumer interest and travel to the Lake Tahoe region through a comprehensive paid media and promotional campaign leveraging nonstop flights from Dallas and Houston to Reno.

The campaign was scheduled December 23 - March 26, 2021, but was paused on February 16, relaunching on March 1, under agency recommendations. Results included over 26 million impressions, exceeding industry benchmarks for performance. The landing page, <https://go.visitinglaketahoe.com/> totaled 66k sessions and 55k users and earned 5k partner referral clicks during the flight.

EVENTS

Events showcase touristic assets of the region to increase awareness of the destination. For a large portion of FY21, COVID-19 protocols for both California and Nevada prohibited large gatherings or limited gathering size. To avoid potential super-spreader situations, and to comply with state and city mandated gathering protocols, the LTVA was not able to support Labor Day and Heavenly Holidays events in 2020.

Even without major events, visitation to the destination remained strong throughout the summer.

EVENT - NHL OUTDOORS - FEBRUARY 2021

COVID 19 presented the opportunity to host the National Hockey League Outdoor Game Series on an outdoor ice rink at Edgewood Tahoe. The LTVA was a sponsor of this event contributing \$225,000 to supporting the event production. An additional \$25,000 was sourced from the Events Center committed fund, as there were opportunities to promote the new facility and, in return, the NHL gifted a Zamboni ice resurfacer to the Events Center at the conclusion of the event.

Saturday Game (Vegas Golden Knights vs Colorado Avalanche)

- NBC segment had 1.356 million viewers; NBCSN drew 361,000
- **Sunday Game (Philadelphia Flyers vs Boston Bruins)**
 - NBCSN drew 1.019 million viewers. It was the most watched regular season game ever on NBCSN.
- **Total Audience: 3.1 billion; 3,416 total stories (online, radio and broadcast)**
- **Top outlets: USA Today, The New York Times, ESPN, Yahoo Sports, Today Show**

- Tweet Reach #NHLOutdoors 27 million impressions
- Rutledge Wood, NBC Sports color commentator segments highlighted Tahoe South winter attractions: Heavenly Gondola, Hole in One with American Century Championship tie in, South Lake Tahoe ice arena, snowmobiling and tubing, Tahoe South Events Center

EVENT - AMERICAN CENTURY CHAMPIONSHIP (ACC) - JULY 2021

Still concerned about COVID-19 and the Delta variant, ACC was executed with a limit on the number of spectators each day. This spread the attendees more evenly across tournament days compared to previous years when the major concentration of visitors was on Saturday. In addition to the TDVA's funding, the LTVA expended in excess of \$109,000 to bring this event to the south shore for the 32nd consecutive year. The tournament contributed \$85,000 to be distributed to local non-profit organizations, separate from those who received direct contributions in return for services during tournament week. Media exposure to date is at near record levels:

- Total viewership audience: **5.3 billion**
- **3,226 total stories** (online, radio and broadcast)
- Publicity value **\$139 million**
- NBC & NBCSN: **6 million total viewers**
- TODAY Show: Dylan Dreyer went live from Edgewood South Shore Room on Thursday, July 8 for the 3rd Hour of TODAY. Interviews with Steph Curry, Jerry Rice, Alfonso Ribeiro, etc.

ACC SOCIAL

Instagram:

- 2021 Posts June 11 – July 17: **2,036,779** – an increase: 795%
- 2021 Stories July 4 – July 17: **3,324 – 9,174 views per story** – an increase: 41.6%
- New Instagram Reels (3) - 2021: **43.7k – 51.4k**
- New IGTV Videos (2) - 2021: **37k**

Facebook

- 2021 June 13 – July 10: **703,517** – an increase: 939%

Tweet Reach

- #ACCGolf **117k**
- #ACChampionship **1.2 Million**
- #ACCFantasyGolf **2.1 Million**

All events and entertainment were listed on TahoeSouth.com and updated regularly as state and local regulations changed due to COVID-19. The Tahoe South App trip planning tool featured events and entertainment, mirroring the TahoeSouth.com website.

The SLTTID supported Valhalla with a contribution of marketing funds for their summer 2021 event series.

PUBLIC RELATIONS

The LTVA contracts with Weidinger Public Relations (WPR) to execute a comprehensive national and regional media communications plan to keep the Lake Tahoe brand awareness high in targeted markets through influential media.

COVID-19 PR Initiatives:

Ongoing efforts to assist with strategy, talking points, messaging, and media communication. Continue to update Know Before You Go website copy, weekly co-op calls with environmental, lake-wide public information officers on recreation messaging, and monitor social media channels.

- **Media Objectives:**
 - Include positive rebound messaging to reinforce consumer confidence, health assurance, safety, peace of mind throughout the pandemic.
 - Obtain media coverage in 5-10% of top 150 media outlets as defined by LTVA and WPR, reinforce key messages, talking points, and the brand within a 12-month period
 - Produce an earned media value of 5 – 10:1 the PR investment within a 12-month period
- **Results:**
 - Exposure in 18% of top 150 desirable outlets: reinforced key messages, talking points, and brand
 - Circulation, Viewers, Listeners: 298 million; Total publicity value: \$2,917,000; editorial value of 37:1
- **Digital Influencer Results:**

Digital Influencer visits were ever-changing due to COVID-19 and the focus shifted to include more owned photography and blog content that wouldn't be posted in real-time.

 - Hosted three digital influencers - several were rescheduled from spring 2020 and were co-ops with regional partners
 - The leveraged sponsorship agreement with The Real Housewives of Beverly Hills for filming late-Oct in South Lake Tahoe – fees offset hard costs for partners with meals, activities/excursions, accommodations for the cast/crew.

OPERATION SIERRA STORM - JANUARY 2021

This media conference is a multi-day event where meteorologists experience the winter destination first-hand and are also provided educational opportunities regarding relevant topics.

- Live and taped shots from the major drive and direct service air markets:
 - Jim Cantore, The Weather Channel; Denver, Sacramento, Bay Area, Orlando, West Palm Beach, Reno, North Carolina, Alabama, South Dakota, Cox Cable
- Total Audience: 10 million; 63 total stories; 45 mentions on The Weather Channel
- Tweet Reach 2.5 million impressions

DIGITAL MARKETING

With minimal Tahoe South paid media in any market at any time during the pandemic, owned and earned channels (TahoeSouth.com, social media, e-newsletter) proved to be the most effective means of communicating with visitors. LTVA staff were able to quickly pivot on messaging and creative for these

channels, enabling LTVA to be relevant, up-to-date, and responsible during this time. This tactic continues to emphasize the area's outstanding natural beauty while focusing on safer visitation and responsible recreation.

The LTVA monthly e-newsletter promotes events, entertainment, news and special offers and is distributed to 41,000 opt-in subscribers. The focus during COVID-19 was on responsible tourism, safe visitation, and current state and local regulations, with an average open rate of 30%. There has been a 34% increase in newsletter subscriptions.

Instagram

- 69,537 followers

Facebook

- 152,597 followers

Twitter

- 13,904 followers

TAHOESOUTH.COM

In January 2021, TahoeSouth.com went through a redesign that includes an easy-to-use platform, the use of new technology, and upgraded event filters. The structure of the new website is built around the website goals, user experience, and the Tahoe South brand, and appeals to the target audience of "Active Adventurers". There has been a 10% YOY increase in overall session duration, a 6% decline in overall bounce rate YOY, a 7% decline in mobile bounce rate YOY, and a 15% increase in organic visits YOY.

Other than the home page, the most popular pages were the Webcams, Events and Entertainment, Hotels/Cabin Rentals, Blog - 21 Bucket List Must-Do's in 2021, and Things to Do in Lake Tahoe.

- 300,000 referrals to lodging. Up from 149,000
- 2.4 Million unique visitors. Up from 2.3
- 3.3 Million total website visits. Up from 3.1
- 66% use a mobile device
- 31% use a desktop
- 3% use a tablet

TAHOE SOUTH APP

The Tahoe South trip planning app is a tool for visitors to explore what the destination has to offer, including hotels, restaurants, activities, and shopping. Users can search by category, such as beaches, golf, and campgrounds. The top five locations using the app are Sacramento, Roseville, San Francisco, Los Angeles and South Lake Tahoe.

- 179,000 user sessions. Up 280%
- 3.6 minutes average session. Up 362%
- 21,000 IOS downloads. Up 450%
- 5,000 Android downloads. Up 560%

LTVA.ORG

This website is a business to business resource and news site. Website visits were up 167% over prior year. Top 5 Most Visited Pages:

COVID-19, Home Page, Echo Summit Sidehill Viaduct Bridge Replacement Project, American Century Celebrity Golf Future Dates, Community News, Industry/Data Statistics, and Events Center Groundbreaking.

VISITINGLAKETAHOE.COM

VisitingLakeTahoe.com is a cooperative partnership between North and South Lake Tahoe. In key markets, the cooperative buys the term 'Lake Tahoe' to drive traffic to the website to avoid competition and driving up the cost for that search term. The simple website then refers visitors to the North or South Lake Tahoe bureau websites. In FY21, TahoeSouth.com received 62,000 referrals from VisitingLakeTahoe.com, up 29% from the previous year.

VISITOR INFORMATION SERVICES

Due to COVID-19 risk to frontline employees, the LTVA visitor centers remained closed for much of the year. During this time visitor calls and emails were responded to promptly, and guests were directed to the tahoesouth.com website and the tahoesouth app. Once vaccines became widely available, and California restrictions lifted, Explore Tahoe Visitor Center in the Heavenly Village opened in mid-June 2021. In FY21 staff handled approximately 145 calls per month and responded to over 1,200 email inquiries for wedding information. General visitor emails averaged five per day and, together with planner requests, resulted in over 3,600 Travel Guides being direct-mailed to consumers.

SALES – DOMESTIC AND INTERNATIONAL

There are numerous lodging properties within the City limits that work with third-party vendors of travel, such as tour operators, travel agents, wholesalers, and online travel agencies. However, there are some that do not have the staff resources and/or the funds necessary to reach the channel and markets from which this type of business typically originates. The LTVA is able to provide support to these properties in the form of an inquiry and lead resource; a destination liaison for industry-related events and activities; and a catalyst for other cooperative programs. The LTVA also assists through staff support and attendance at trade shows.

Due to COVID-19, the LTVA eliminated its representation office in Beijing, plus one for management of our Weibo account in China. The level of services for our international representative firms, in Australia, and Germany were reduced to the bare minimum, to protect our prior investment, and to be ready for a full relaunch at very short notice. German representation was terminated in April 2021. Representation in the United Kingdom/Ireland was paused from October 2020 through June 2021. It was resumed on a minimal contract in July 2021, in preparation for travel resumption.

The representation firms represent South Lake Tahoe in the sales, public relations, and social media arenas. Through its membership in the High Sierra Visitors Council, the LTVA also receives additional representation in France. The LTVA maintains strong working relationships with Visit California, TravelNevada, and Brand USA, all of whom have representative offices in many other countries.

In partnership with Brand USA and Visit California, LTVA participated in virtual product training roadshows in Canada, Germany, India, Japan, Mexico & Latin America, and the United Kingdom/Ireland

The LTVA has produced eight international destination brochures in the following languages: Chinese, English, French, German, Japanese, Korean, Portuguese and Spanish. In addition, the TahoeSouth.com website has 14 foreign language landing pages and 42 specific country pages.

Sales Missions

The LTVA did not attend any sales missions due to COVID-19

Trade Shows

The LTVA physically represented the destination at:

- RTO West Summit, Las Vegas in May 2021
- U.S. Travel IPW, Las Vegas is planned in September 2021

The LTVA virtually represented the destination at:

October 2020	Brand USA Global Marketplace #1
December 2020	Visit California Luxury Forum #1
February 2021	Visit California Outlook Forum Brand USA Focus on Canada Brand USA Focus on Mexico
March 2021	Go West Summit Brand USA Global Marketplace #2 CalTravel - The California Comeback Conference
April 2021	Visit California Around the Globe: Spotlight on Mexico Mountain Travel Symposium Brand USA Focus on UK/Ireland
May 2021	Brand USA Focus On Australia & New Zealand
June 2021	Visit California Around the Globe: Spotlight on the UK
July 2021	Visit California Around the Globe: Spotlight on Canada
September 2021	U.S. Travel IPW additional virtual appointments

Other planned shows were either rescheduled or canceled due to COVID-19.

FAMILIARIZATION TOURS (FAMs)

The LTVA and partners in the community are proponents of educational FAM tours, and host individuals and small groups of travel trade professionals from key markets. Due to the COVID-19 pandemic, the LTVA did not conduct any FAM trips.

INTERNATIONAL MEDIA

Due to COVID-19, there were no international media visits during the TID fiscal year. The LTVA did, however, receive media exposure in many traditional markets.

In July 2021 the LTVA conducted initial research, meetings, and long-range planning with UK agency partners on key media outlets and journalists to target for 2022 and beyond. Also working on story angles to reinforce non-peak sustainable travel with a focus on outdoor recreation for travelers within the UK and Australia when borders open.

A member of the Weidinger PR staff will attend U.S. Travel's IPW in September 2021 in Las Vegas to take media appointments on behalf of the LTVA and the destination.

MEETINGS, CONFERENCES & GROUPS

The LTVA promotes Lake Tahoe's South Shore as a destination for meetings, conferences, corporate retreats, and other group gatherings, and assists potential clients in identifying appropriate venues and contracts. Trade show attendance at major meetings supports local meetings properties and the Tahoe South Events Center: CalSAE, MPI, Connect, PCMA, Smart Meetings, and Northstar.

For FY21, Digital Edge developed a meetings marketing campaign that ran September 2020 through May 2021. The campaign produced 1.8 million impressions to meeting planners, using a combination of display, retargeting and social based on performance and optimization. Targeted segments included Corporate (Tech, Health/Wellness, Incentive, Logistics, Retail and Sporting Goods Manufacturing) and SMERF (Social, Military, Educational, Religious and Fraternal groups). Primary geolocations included Northern and Southern California, Las Vegas, Houston, Dallas and the 500-mile drive market.

MARKETING TO WEDDINGS

As expected, 2020 proved to be a year of quick change and adjustments in marketing and messaging for the Tahoe Wedding Sites Coop. The wedding industry was actually alive and well during this time and we found that many were researching and dreaming of their wedding. Feedback from partners suggested that couples were more hesitant to pick dates initially, but as COVID cases lessened, and areas opened again, partners saw a large uptick in wedding reservations.

In July 2020 we shifted messaging to better address the concerns of engaged couples. The campaign messaging was adjusted to provide a sense of hope that we would return to normal in the near future. We also adjusted the call to action to encourage long-term plans for weddings to help fill future dates. The new campaign resonated well with the target market. In addition, based on resort closures and staff lay-offs, we restructured the original 12-month campaign to run only seven months, November 2020 through June 2021.

As always, we watched campaign successes closely, shifting dollars between search, display, and social advertising to maximize ROI and get as many RFPs and click-throughs to partner sites as possible. Year over year RFP submissions increased 218%, partner page click-throughs increased 127% and partner outbound links to their websites increased 63%. Google ad RFPs were up 95%, Facebook ad RFPs were up 720%. Content/Blog views increased by 13%, thereby increasing visitors from organic search and social referrals.

STRATEGIC ALLIANCES

COVID-19 afforded the LTVA the opportunity to expand local and regional alliances. These include the Tahoe Regional Planning Agency, Tahoe Fund, League to Save LakeTahoe, US Forest Service and other land management agencies, outdoor recreation providers, and regional Public Information Offices. Regular meetings were conducted, and are ongoing, discussing challenges related to visitor access and behavior, land use, health and safety, sustainability, and related mitigation.

The LTVA leverages funds through strategic alliances that broaden reach outside the regional advertising efforts.

The Regional Air Service Corporation - A regional public-private collaborative has a singular goal: to maintain and grow air service and to promote the Reno-Tahoe area as a viable year-round travel destination through marketing and additional air carrier incentives.

Visit California, Travel Nevada, and Brand USA - these alliances allow LTVA to present South Lake Tahoe to national and international markets unreachable without the leverage of the cooperative effort and funds.

III. Budget Summary

FISCAL YEAR 2022 SERVICE PLAN BUDGET SUMMARY

The summary of the FY2022 service plan budget for the South Lake Tahoe Tourism Improvement District is provided on the following pages (Attachment A). The fiscal year for the SLTTID is October 1 through September 30. Based upon previous year's performance and trending occupancy, the total improvement and service plan budget for 2022 is projected at \$3,022,911 which is a 12.9% increase over budget for FY2021 (FY2021 projected lower due to COVID impacts). Lodging businesses will contribute the entire amount through annual assessments. Budgeted expenditures will be made in the following areas:

- **Marketing and Promotions**

The budget for the Marketing and Promotions program is estimated at \$1,904,434, which represents 63% of the total District budget. Marketing and promotions will include media advertising and promotional programs designed to attract visitors to visit and stay at the South Shore lodging establishments as well as promote the area as a lodging and conference destination.

- **Communications and Public Relations**

The budget for the Communications and Public Relations program is \$120,916, which represents 4% of the total district budget.

- **Special Events**

The budget for Special Events is \$392,978, which represents 13% of the total district budget.

- **Visitor Center Operations**

The budget for Visitor Center Operations program is \$151,146, which represents 5% of the total district budget.

- **Administration/Operations**

The budget for Administration/Operations including office rent, insurance, utilities and supplies is \$272,062, which represents 9% of the total district budget.

- **Administrative Fee to the City of South Lake Tahoe**

The City of South Lake Tahoe charges an administrative fee to collect assessments and distribute the funds to the SLTTID Corporation. The budget for this administrative fee is 1% of the total annual assessment, or \$30,229 in FY2022.

- **Annual Service Plan – Contingency/TID Renewal (5%)**

The budget also includes a portion for contingencies and renewal of the District. This amount equals 4.6% of the total district plan budget, or \$139,054. A line item in the budget has been added for credit card fee reimbursements to the City of South Lake Tahoe, to account for those operators who pay TID taxes with a credit card. This line item equals \$12,092 or 0.4% of the total district budget, for a total Contingency Plan of 5% of the FY2022 district budget.

THE METHOD OF ASSESSMENT

No changes in assessments are proposed in the current assessment methodology, as they are not allowed under the district management plan.

SLTTID FY2022 Budget

	<u>Oct-21</u>	<u>Nov-21</u>	<u>Dec-21</u>	<u>Jan-22</u>	<u>Feb-22</u>	<u>Mar-22</u>	<u>Apr-22</u>	<u>May-22</u>	<u>Jun-22</u>	<u>Jul-22</u>	<u>Aug-22</u>	<u>Sep-22</u>	<u>Total</u>	
Revenue Generated in TID Assessments														
Hotel/Motel Assessment at \$4.00 POR	\$ 177,813	\$ 128,978	\$ 94,111	\$ 181,194	\$ 257,035	\$ 223,413	\$ 198,146	\$ 220,091	\$ 230,995	\$ 321,666	\$ 255,098	\$ 190,247	\$ 2,478,787	82.0%
VHR/Timeshare Assessment at \$5.50 POR	\$ 39,032	\$ 28,312	\$ 20,658	\$ 39,774	\$ 56,422	\$ 49,042	\$ 43,495	\$ 48,313	\$ 50,706	\$ 70,610	\$ 55,997	\$ 41,762	\$ 544,124	18.0%
Total Revenues	\$ 216,845	\$ 157,291	\$ 114,769	\$ 220,968	\$ 313,458	\$ 272,455	\$ 241,641	\$ 268,403	\$ 281,701	\$ 392,276	\$ 311,095	\$ 232,009	\$ 3,022,911	
Expenditures														
Marketing Programs: Advertising, Fam Trips, Marketing Programs	\$ 136,612	\$ 99,093	\$ 72,305	\$ 139,210	\$ 197,478	\$ 171,647	\$ 152,234	\$ 169,094	\$ 177,471	\$ 247,134	\$ 195,990	\$ 146,166	\$ 1,904,434	63.0%
Communications and Public Relations	\$ 8,674	\$ 6,292	\$ 4,591	\$ 8,839	\$ 12,538	\$ 10,898	\$ 9,666	\$ 10,736	\$ 11,268	\$ 15,691	\$ 12,444	\$ 9,280	\$ 120,916	4.0%
Special Events Funding	\$ 28,190	\$ 20,448	\$ 14,920	\$ 28,726	\$ 40,749	\$ 35,419	\$ 31,413	\$ 34,892	\$ 36,621	\$ 50,996	\$ 40,442	\$ 30,161	\$ 392,978	13.0%
Visitor Center Operations: Payroll, Benefits, Operation Costs	\$ 10,842	\$ 7,865	\$ 5,738	\$ 11,048	\$ 15,673	\$ 13,623	\$ 12,082	\$ 13,420	\$ 14,085	\$ 19,614	\$ 15,555	\$ 11,600	\$ 151,146	5.0%
Administrative/Operations: Payroll, Benefits Operation Costs	\$ 19,516	\$ 14,156	\$ 10,329	\$ 19,887	\$ 28,211	\$ 24,521	\$ 21,748	\$ 24,156	\$ 25,353	\$ 35,305	\$ 27,999	\$ 20,881	\$ 272,062	9.0%
Administrative Fee to City of South Lake Tahoe (1%)	\$ 2,168	\$ 1,573	\$ 1,148	\$ 2,210	\$ 3,135	\$ 2,725	\$ 2,416	\$ 2,684	\$ 2,817	\$ 3,923	\$ 3,111	\$ 2,320	\$ 30,229	1.0%
Credit Card Fee Reimbursements to City of South Lake Tahoe	\$ 867	\$ 629	\$ 459	\$ 884	\$ 1,254	\$ 1,090	\$ 967	\$ 1,074	\$ 1,127	\$ 1,569	\$ 1,244	\$ 928	\$ 12,092	0.4% *
Contingency/TID Renewal Costs	\$ 9,975	\$ 7,235	\$ 5,279	\$ 10,165	\$ 14,419	\$ 12,533	\$ 11,115	\$ 12,347	\$ 12,958	\$ 18,045	\$ 14,310	\$ 10,672	\$ 139,054	4.6% *
Total Programs and Expenses	\$ 216,845	\$ 157,291	\$ 114,769	\$ 220,968	\$ 313,458	\$ 272,455	\$ 241,641	\$ 268,403	\$ 281,701	\$ 392,276	\$ 311,095	\$ 232,009	\$ 3,022,911	

1-15 Units	2018 to 2019	2019 to 2020	2019 to 2021 (6 Months)
Summary:	YOY % change	YOY % change	YOY % change to 2019
Gross Receipts	2.9%	5.4%	37.9%
Total Room Nights Available	-1.3%	7.8%	8.4%
Total Rooms Nights Rented	14.0%	5.2%	14.0%
Average Daily Rate	-9.7%	0.1%	21.0%
Occupancy %	15.4%	-2.4%	5.0%

16-30 Units	2018 to 2019	2019 to 2020	2019 to 2021 (6 Months)
Summary:	YOY % change	YOY % change	YOY % change to 2019
Gross Receipts	13.0%	-8.0%	18.0%
Total Room Nights Available	6.3%	6.5%	11.0%
Total Rooms Nights Rented	10.0%	-19.2%	3.7%
Average Daily Rate	2.8%	13.9%	11.4%
Occupancy %	3.5%	-24.1%	5.0%

31-50 Units	2018 to 2019	2019 to 2020	2019 to 2021 (6 Months)
Summary:	YOY % change	YOY % change	YOY % change to 2019
Gross Receipts	4.5%	-14.7%	40.4%
Total Room Nights Available	1.1%	1.4%	1.9%
Total Rooms Nights Rented	-0.5%	-22.2%	8.9%
Average Daily Rate	5.0%	9.6%	28.9%
Occupancy %	-1.6%	-23.2%	6.7%

51-75 Units	2018 to 2019	2019 to 2020	2019 to 2021 (6 Months)
Summary:	YOY % change	YOY % change	YOY % change to 2019
Gross Receipts	3.5%	-17.8%	22.4%
Total Room Nights Available	-0.5%	2.3%	0.7%
Total Rooms Nights Rented	-5.2%	-23.0%	3.6%
Average Daily Rate	9.1%	6.8%	18.1%
Occupancy %	-4.7%	-24.7%	2.9%

76-125 Units	2018 to 2019	2019 to 2020	2019 to 2021 (6 Months)
Summary:	YOY % change	YOY % change	YOY % change to 2019
Gross Receipts	4.7%	-25.7%	20.5%
Total Room Nights Available	-0.1%	2.2%	-2.3%
Total Rooms Nights Rented	-3.3%	-38.8%	-8.3%
Average Daily Rate	8.2%	21.4%	31.4%
Occupancy %	-3.1%	-40.1%	-6.0%

126+ Units	2018 to 2019	2019 to 2020	2019 to 2021 (6 Months)
Summary:	YOY % change	YOY % change	YOY % change to 2019
Gross Receipts	0.50%	-32.26%	11.42%
Total Room Nights Available	0.92%	-0.64%	-1.83%
Total Rooms Nights Rented	-2.03%	-33.76%	4.25%
Average Daily Rate	2.58%	2.28%	6.88%
Occupancy %	-2.9%	-33.3%	6.2%

1-15 Units

Summary:	2018	2019	YOY % change	2020	YOY % change	2021 (6 months of year)	YOY % change to 2019
Gross Receipts	\$4,655,714.00	\$4,790,828.00	2.9%	\$5,047,832.00	5.4%	\$2,901,697.00	37.9%
Total Room Nights Available	116,861	115,400	-1.3%	124,417	7.8%	59,989	8.4%
Total Rooms Nights Rented	24,949	28,440	14.0%	29,926	5.2%	14,608	14.0%
Average Daily Rate	\$186.61	\$168.45	-9.7%	\$168.68	0.1%	\$198.64	21.0%
Occupancy %	21.3%	24.6%	15.4%	24.1%	-2.4%	24.4%	5%

16-30 Units

Summary:	2018	2019	YOY % change	2020	YOY % change	2021 (6 months of year)	YOY % change to 2019
Gross Receipts	\$8,018,206.00	\$9,062,012.00	13.0%	\$8,340,097.00	-8.0%	\$4,547,975.00	18.0%
Total Room Nights Available	298,063	316,720	6.3%	337,358	6.5%	168,294	11.0%
Total Rooms Nights Rented	46,294	50,909	10.0%	41,147	-19.2%	22,399	3.7%
Average Daily Rate	\$173.20	\$178.00	2.8%	\$202.69	13.9%	\$203.04	13.8%
Occupancy %	15.5%	16.1%	3.5%	12.2%	-24.1%	13.3%	-6%

31-50 Units

Summary:	2018	2019	YOY % change	2020	YOY % change	2021 (6 months of year)	YOY % change to 2019
Gross Receipts	\$7,540,315.00	\$ 7,878,881.00	4.5%	\$ 6,721,231.00	-14.7%	\$4,357,589.00	40.4%
Total Room Nights Available	200,686	202,940	1.1%	205,753	1.4%	102,533	1.9%
Total Rooms Nights Rented	59,046	58,763	-0.5%	45,741	-22.2%	27,794	8.9%
Average Daily Rate	\$127.70	\$134.08	5.0%	\$146.94	9.6%	\$156.78	28.9%
Occupancy %	29.4%	29.0%	-1.6%	22.2%	-23.2%	27.1%	6.7%

51-75 Units

Summary:	2018	2019	YOY % change	2020	YOY % change	2021 (6 months of year)	YOY % change to 2019
Gross Receipts	\$ 15,730,053.00	\$ 16,276,483.00	3.47%	\$ 13,384,920.00	-17.8%	\$8,578,854.00	22.4%
Total Room Nights Available	314,454	312,778	-0.53%	319,932	2.3%	155,298	0.7%
Total Rooms Nights Rented	136,091	129,047	-5.18%	99,358	-23.0%	60,882	3.6%
Average Daily Rate	\$115.58	\$126.13	9.12%	\$134.71	6.8%	\$140.91	18.1%
Occupancy %	43.3%	41.3%	-4.7%	31.1%	-24.7%	39.2%	2.9%

76-125 Units

Summary:	2018	2019	YOY % change	2020	YOY % change	2021 (6 months of year)	YOY % change to 2019
Gross Receipts	\$ 22,722,041.00	\$ 23,780,872.00	4.66%	\$ 17,674,474.00	-25.7%	\$11,610,974.00	20.5%
Total Room Nights Available	295,285	294,857	-0.14%	301,342	2.2%	142,982	-2.3%
Total Rooms Nights Rented	132,360	128,054	-3.25%	78,426	-38.8%	54,025	-8.3%
Average Daily Rate	\$171.67	\$185.71	8.18%	\$225.36	21.4%	\$214.92	31.4%
Occupancy %	44.8%	43.4%	-3.1%	26.0%	-40.1%	37.8%	-6.0%

126+ Units

Summary:	2018	2019	YOY % change	2020	YOY % change	2021 (6 months of year)	YOY % change to 2019
Gross Receipts	\$ 52,740,239.00	\$ 53,002,375.00	0.50%	\$ 35,906,089.00	-32.3%	\$27,201,390.00	11.4%
Total Room Nights Available	874,905	882,996	0.92%	877,302	-0.6%	433,857	-1.8%
Total Rooms Nights Rented	313,204	306,845	-2.03%	203,244	-33.8%	153,849	4.3%
Average Daily Rate	\$168.39	\$172.73	2.58%	\$176.66	2.3%	\$176.81	6.9%
Occupancy %	35.8%	34.8%	-2.9%	23.2%	-33.3%	35.5%	6.2%

Attachment 2

SOUTH LAKE TAHOE TOURISM DISTRICT

Financial Statements

For the Twelve Months Ended October 31, 2020

And

The Nine Months Ended July 31, 2021



Drew Aguilar, CPA
Linda, R. Rush, CPA
Bryan Oland, CPA

1663 HWY 395 #201
MINDEN, NV 89423
PHONE: (775) 782-7874
FAX: 782-8374 |
WWW.CARSONVALLEYACCOUNTING.COM

INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

Board of Directors
South Lake Tahoe Tourism District
1 Lake Parkway
South Lake Tahoe, CA 96150

Management is responsible for the accompanying financial statements of the South Lake Tahoe Tourism District (a nonprofit organization), which comprise the statement of financial position – tax basis as of July 31, 2021, and the related statements of activities – tax basis for both the nine months ended July 31, 2021 and the twelve months ended October 31, 2020, and cash flows for the nine months ended July 31, 2021 in accordance with the tax basis of accounting, and for determining that the tax basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express such an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The financial statements are prepared in accordance with the tax basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared in accordance with the tax basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, equity, revenues and expenses. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Carson Valley Accounting
Minden, Nevada
September 23rd, 2021

**South Lake Tahoe Tourism District
Statement of Financial Position
July 31, 2021**

ASSETS

CURRENT ASSETS	
Cash and Equivalents	
Checking	\$ 515,401
Due from City	-
Prepayment to LTVA	412
TOTAL CURRENT ASSETS	<u>515,813</u>
<u>TOTAL ASSETS</u>	<u>\$ 515,813</u>

LIABILITIES AND FUND BALANCE

CURRENT LIABILITIES	
Accounts Payable	\$ 43
Due to LTVA	268,403
TOTAL CURRENT LIABILITIES	<u>268,446</u>
TOTAL LIABILITIES	<u>\$ 268,446</u>
FUND BALANCE	
Fund Balance	<u>\$ 247,367</u>
<u>TOTAL LIABILITIES AND FUND BALANCE</u>	<u>\$ 515,813</u>

South Lake Tahoe Tourism District
Statements of Activities
For the 12 Months Ended October 31, 2020
and 9 Months Ended July 31, 2021

	12 Months Ended October 31, 2020	9 Months Ended July 31, 2021
<u>SALES</u>		
TID REVENUE	\$ 2,166,850	\$ 2,145,734
BANK INTEREST INCOME	26	22
	2,166,876	2,145,756
TOTAL SALES		
	2,166,876	2,145,756
GROSS PROFIT		
	2,166,876	2,145,756
<u>OPERATING EXPENSES</u>		
ACCOUNTING FEES	1,100	-
ADMINISTRATIVE COSTS	625	485
ADMIN FEE TO CITY OF SOUTH LAKE TAHOE	21,669	21,457
ADVERTISING/MEETING ANNOUNCEMENTS	216	177
BANK CHARGES	198	113
CREDIT CARD PROCESSING FEES		
- REIMBURSE TO CITY OF SLT	14,953	11,579
INSURANCE - DIRECTORS & OFFICERS	724	724
LTVA MARKETING FUND	2,037,923	2,018,063
LICENSE, TAXES, AND FEES	25	-
POSTAGE	-	-
PROFESSIONAL FEES - IMPACT STUDY	-	14,900
SPECIAL EVENTS	67,500	55,000
SPECIAL DONATION - COVID RELATED	10,000	10,000
	2,154,933	2,132,498
TOTAL OPERATING EXPENSES		
	11,943	13,258
OPERATING INCOME (LOSS)		
	11,943	13,258
NET INCOME (LOSS) BEFORE TAXES		
	11,943	13,258
NET INCOME (LOSS)	\$ 11,943	\$ 13,258
NET ASSETS AT BEGINNING OF YEAR	222,166	234,109
	222,166	234,109
NET ASSETS AT END OF YEAR	\$ 234,109	\$ 247,367
	234,109	247,367

**South Lake Tahoe Tourism District
Statement of Cash Flows
For the 9 Months Ended July 31, 2021**

	Total
<u>CASH FLOWS FROM OPERATING ACTIVITIES</u>	
Excess of Revenue Over Expenses	\$ 13,258
(Increase) decrease in: Prepayment to LTVA	-
Increase (decrease) in: Accounts payables	268,446
Net Cash Provided by Operations	\$ 281,704
<u>NET INCREASE (DECREASE) IN CASH</u>	\$ 281,704
<i>CASH, beginning of period</i>	233,697
<i>CASH, end of period</i>	\$ 515,401

Resolution 2019-059

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

August 6, 2019

Declaring the Results of the Majority Protest Proceedings and Renewing the South Lake Tahoe Tourism Improvement District (SLTTID)

BACKGROUND

- A. The Property and Business Improvement District Law of 1994, California Streets and highways Code Section 36600, et seq., (the "Law") authorizes cities to establish and renew business improvement areas for the purpose of promoting tourism.
- B. The City Council of the City of South Lake Tahoe (the "City Council") established the South Lake Tahoe Tourism Improvement District ("SLTTID") in 2006 and levied an annual assessment based upon a flat rate of \$2.00 per paid occupied room per night on hotels and motels and \$3.00 per paid occupied unit per night on timeshares, condos, triplexes, duplexes and homes under management contracts.
- C. The term of the SLTTID was established on September 5, 2006, for a period of five years (See Resolution 2006-52) pursuant to the Law.
- D. The renewal term of the SLTTID was established on December 8, 2009 for a period of ten years pursuant to the Law.
- E. The SLTTID will be in effect for ten (10) years from December 18, 2019, conditional upon the Lake Tahoe Visitors Authority (LTVA) amending its bylaws within two years to add a City of South Lake Tahoe City Council representative to the LTVA Board. After ten years, or two years if the condition is not fulfilled, the petition and City Council hearing process must be repeated for the SLTTID to be renewed.
- F. Lodging business owners paying more than fifty percent (50%) of the assessment within the SLTTID have submitted petitions to City Council in favor of renewing the SLTTID.
- G. The City of South Lake Tahoe shall charge a 1% administrative fee to collect assessments and distribute the funds the SLTTID Corporation.
- H. Included with the petitions was a Management District Plan summary that describes the proposed assessment to be levied on benefitted lodging businesses which shall be used to fund marketing and promotions to increase tourism and market the South Shore of Lake Tahoe as a unique, world-class year-round resort destination.
- I. The lodging businesses within the SLTTID shall benefit from the activities and improvements set forth in the Management District Plan.

- J. On June 18, 2019, the City Council adopted a Resolution of Intention No. 2019-043, which provided that a public meeting on the renewal of the SLTTID shall be held on July 16, 2019 at 5:30 p.m. and a public hearing shall be held on August 6, 2019 at 9:00 am at the City Council of the City of South Lake Tahoe meeting held at the City Council Chambers, 1901 Airport Road, South Lake Tahoe, California.
- K. The public hearing to consider the formation of the SLTTID has been properly noticed in accordance with Streets and Highways Code 36623.
- L. At 5:30 p.m. on July 16, 2019, in the City Council Chambers, 1901 Airport Road, South Lake Tahoe, California, the City Council held a public meeting regarding the renewal of the SLTTID, and the City Council heard and received objects and protests, if any, to the renewal of the SLTTID and the levy of the proposed assessment.
- M. At 9:00 a.m. on August 6, 2019, in the City Council Chambers, 1901 Airport Road, South Lake Tahoe, California, the City Council held a public hearing regarding the renewal of the SLTTID, and the City council heard and received all objections and protests to the renewal of the SLTTID and the levy of the proposed increased assessment.
- N. The City Council received all objections and protests regarding the renewal of the SLTTID and the levy of the proposed increased assessment and have determined that there was no majority protest. A majority protest is defined as written protests received from owners of businesses in the renewed SLTTID which would pay fifty percent (50%) or more of the assessments proposed to be levied. Protests are weighted based on the assessment proposed to be levied on each lodging business.

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

- 1. The recitals set forth herein are adopted by the City Council as finding and are true and correct.
- 2. The City council finds that the majority protests do not constitute more than fifty (50) percent of the total assessment revenue to be raised and therefore a majority protest does not exist to the renewal of the SLTTID.
- 3. Conditional upon the LTVA amending its bylaws on or before December 17, 2021, to add a City of South Lake Tahoe City Council representative to the LTVA Board, SLTTID is renewed for a ten (10) year term that shall commence on December 18, 2019 and shall expire on December 17, 2029. If LTVA does not amend its bylaws by December 17, 2021, to add a City of South Lake Tahoe City Council representative to the LTVA Board, then the SLTTID shall expire after a two (2) year term that shall commence on December 18, 2019, and shall expire on December 17, 2021.
- 4. The activities and improvements set forth in the recitals shall be funded by the levy of an assessment on lodging businesses within the SLTTID, as described in the Management District Plan that is on file with the City Clerk.
- 5. The City Council finds as follows:

- a) The activities funded by the assessment will provide a specific benefit to assessed businesses within the SLTTID that is not provided to those not paying the assessment.
 - b) The assessment is a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.
 - c) The assessment is a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product.
 - d) Assessments imposed pursuant to the SLTTID are levied solely upon the assessed business, and the business owner is solely responsible for payment of the assessment when due. If the owner chooses to collect any portion of the assessment from a transient, that portion shall be specifically called out and identified for the transient in any and all communications from the business owner as the "SLTTID Assessment" or "Tourism Assessment" as specified in the Management District Plan.
6. Assessments levied on lodging businesses pursuant to this resolution shall be levied on the basis of benefit. Because the services provided are intended to increase room rentals, an assessment based on room rentals is the best measure of benefit.
 7. The annual assessment rates are \$3.00 per paid occupied room per night on hotels and motels and \$4.50 per paid occupied unit per night on all of the following under management contracts: timeshares, condos, triplexes, duplexes, park model cabins, RVs, and homes. Based on the benefit received, assessments will not be collected on stays of more than thirty (30) consecutive days. The assessment rate will automatically increase in year two (2020-21) by one dollar (\$1.00) on both assessment rates. The new rates in 2020-21 will be \$4.00 per paid occupied room per night on hotels and motels and \$5.50 per paid occupied unit per night on all of the following under management contracts: timeshares, condos, triplexes, duplexes, park model cabins, RVs, and homes. Starting in the fifth year (2023-24), the assessment rate for hotels and motels and all of the following under management contracts: timeshares, condos, triplexes, duplexes, park model cabins, RVs, and homes, may be increased by one additional dollar (\$1.00) during the remaining term of the SLTTID.
 8. Lodging businesses within the boundaries of the SLTTID that begin operation after the renewal of the SLTTID shall be subject to the assessment. The City of South Lake Tahoe shall be responsible for collecting the assessments from lodging businesses subject to the assessment.
 9. The assessments for the entire SLTTID will total approximately \$2,705,000 in year one (1).
 10. The assessments shall be used for the purposes set forth in the above recitals and as outlined in the Management District Plan dated March 26, 2019. Any funds remaining at the end of any year may be used in subsequent years in which SLTTID assessments are levied if they are used consistent with the requirements set forth herein.
 11. The revenue from the assessment levy shall not be used: to provide activities that directly benefit businesses outside the SLTTID; to provide activities or improvements outside the SLTTID; or for any purpose other than the purposes specified in this Resolution, the Resolution of Intention, and the Management District Plan. Notwithstanding the foregoing,

improvements and activities that must be provided outside the SLTTID boundaries to create a specific benefit to the assessed businesses may be provided, but shall be limited to marketing or signage pointing to the SLTTID.

- 12. The assessments to fund the activities and improvements for the SLTTID shall be collected in accordance with Streets and Highways Code 36631 and the Management District Plan. All delinquent payments for assessments levied herein shall be charged interest and penalties in accordance with the Management District Plan.
- 13. The City Council, through adoption of this Resolution and the Management District Plan, has the right pursuant to Streets and Highways Code §36651, to identify the body that shall implement the proposed program, which shall be the Owners' Association of the SLTTID as defined in Streets and Highways Code §36612. The City Council has determined that the South Lake Tahoe Tourism District Corporation (SLTTDC) shall be the SLTTID Owners' Association.
- 14. The SLTTDC shall, pursuant to Streets and Highways Code 36650, prepare an annual report for each fiscal year.
- 15. No bonds shall be issued to fund the SLTTID.
- 16. The exterior boundaries of the SLTTID shall be the city limits of the City of South Lake Tahoe as depicted on the map shown in the SLTTID Plan – Section IV.
- 17. Businesses within the District are subject to any amendments to the California Streets and Highways Code, Division 18, Part 7 (commencing with Section 36600)
- 18. The City Manager, or his designed, is directed to take all necessary actions to complete the establishment of the SLTTID and to levy the assessments.
- 19. The City Clerk is directed to record in the El Dorado County Recorder's Office a notice and assessment diagram, as required by Streets and Highways Code 36627. The text of the recorded notice shall state that the assessment is levied only against lodging businesses within the area of the SLTTID.
- 20. The resolution shall take effect immediately upon its adoption by the City Council and the collection of the increased assessments commencing on December 18, 2019.

Adopted by the City of South Lake Tahoe City Council on August 6, 2019 by the following vote:

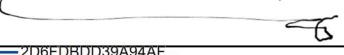
Yes: Bass, Collin, Middlebrook and Wallace

Absent: Laine

DocuSigned by:

 0910F4E2665F41E...
 Jason Collin, Mayor Pro Tem

Date: 8/9/2019

DocuSigned by:
 Attest:

 2D6FDBDD39A94AF...
 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 Tahoe
Visitors Authority

South Lake Tahoe Tourism Improvement District (SLTTID) FY21 Overview

Jerry Bindel

Board Chair
SLTTID

Carol Chaplin

President & CEO
LTVA

Tony Lyle

CMO
LTVA

LTV Marketing Initiatives	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	
Summer Advertising Campaign							San Francisco, LA, Las Vegas, Dalas, Houston - Paused 24 Aug
Fall Advertising Campaign							San Francisco, Sacramento, Las Vegas, Los Angeles, Seattle
Winter Advertising Campaign							San Francisco, Sacramento, Las Vegas, Los Angeles, Seattle
SEM (Noble)							Ongoing - Paused 27 Aug - 13 Sept. New Reopening Paid Search Ads
Public Relations							
Owned/Earned							Content creation; Web; Social; Public Relations.
Newsletter (LTV Owned)							Monthly - Release today - 56,000
Meetings Marketing (Digital Edge)							Ongoing - Paused 3-13 Sept. Stuart continues his outreach.
Wedding Co-op Campaign							TahoeWeddingSites.com - Paused 22 Aug - 10 Sept
TripAdvisor							Ongoing
Expedia (Travel Nevada)							Consumer audience
RASC							Dallas, Houston, Chicago
High Sierra Visitors Council (CA)							Owned & earned, Content creation, SEM, PR, influencers, email marketing
Reno Tahoe Territory (NV)							Owned & earned, Content creation, SEM, PR, influencers, email marketing
Visit California Travel Guide							Annual publication
Travel Nevada Travel Guide							Annual publication
Visit Widget							Trip planning platform and app
California Now Story							Visit California Initiative
Brand USA							Ongoing
VisitingLakeTahoe.com							Ongoing
Itinerary Development							Herrmann Global

Summer 2020 Advertising

Markets

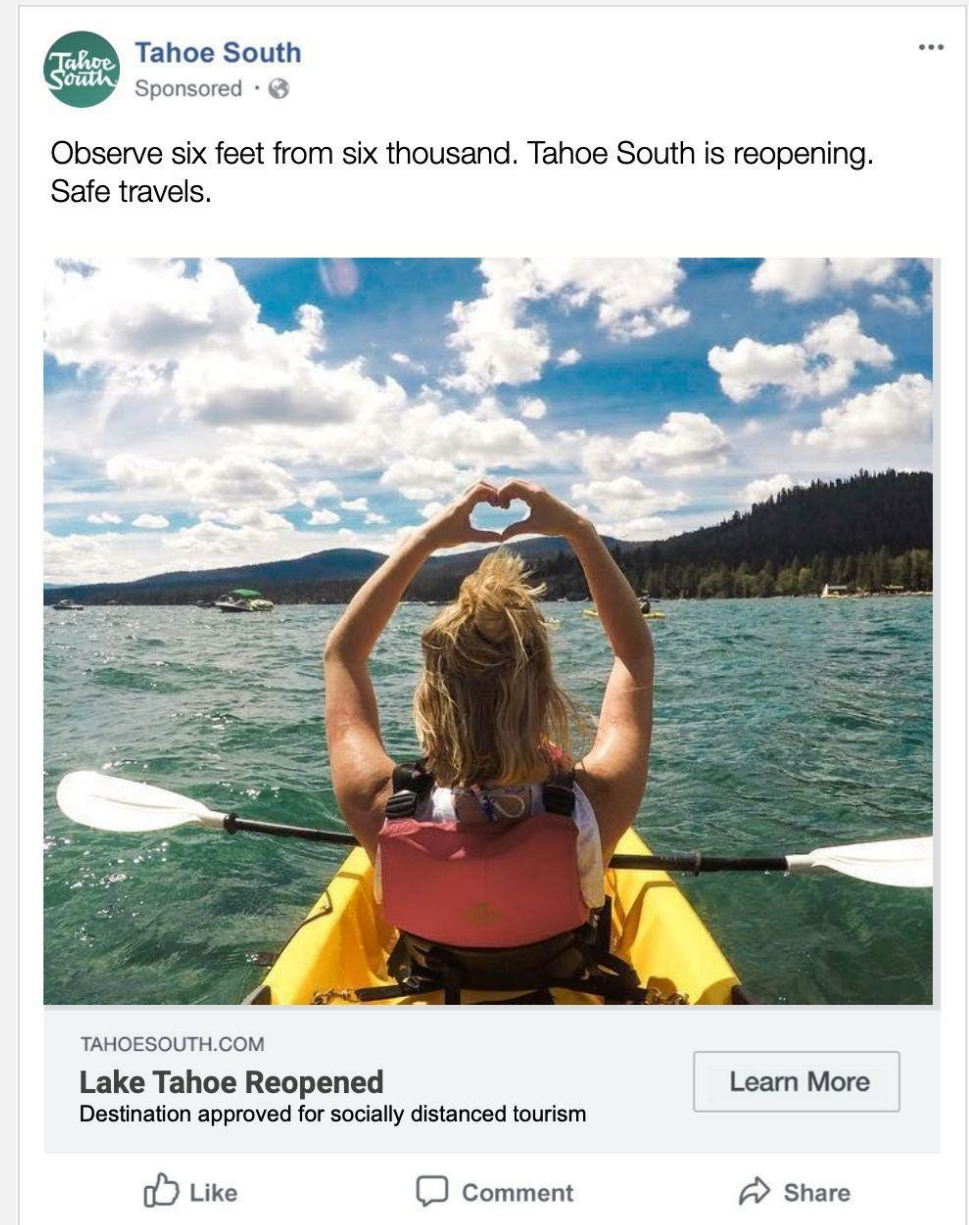
Bay Area, Sacramento, San Diego,
Los Angeles, Monterey, Las Vegas,
Portland, Phoenix

Scheduled: June - September

Paused: July 7 after 15 days

11.5 million Total Impressions


52,000 Website Sessions



A screenshot of a Facebook post from the page 'Tahoe South'. The post features a photograph of a person in a yellow kayak on a lake, with their hands raised to form a heart shape against a blue sky with white clouds. The text of the post reads: 'Observe six feet from six thousand. Tahoe South is reopening. Safe travels.' Below the photo is a link to 'TAHOESOUTH.COM' and a headline 'Lake Tahoe Reopened' with the subtext 'Destination approved for socially distanced tourism'. A 'Learn More' button is located to the right of the subtext. At the bottom of the post are icons for 'Like', 'Comment', and 'Share'.

Tahoe South
Sponsored · 🌐

Observe six feet from six thousand. Tahoe South is reopening.
Safe travels.



TAHOESOUTH.COM
Lake Tahoe Reopened
Destination approved for socially distanced tourism

Learn More

👍 Like 💬 Comment ➦ Share


Winter/Spring 2020-21 Advertising

Markets


Bay Area, Sacramento, Los Angeles, Dallas

Scheduled: December 20 - April 21

Unable to Launch

 **Tahoe South**
Sponsored · 🌐




2020 has been the equivalent of wanting ice cream but getting prune juice. You need a winter getaway. We've got you covered.



TAHOESOUTH.COM

Your winter escape awaits
Learn about safety measures

[Learn More](#)

 Like  Comment  Share



Spring/Summer 2021 Advertising

Markets


Bay Area, Los Angeles, Dallas, Houston, Las Vegas

Scheduled: April - September




Paused: August 24, 2021

 **Tahoe South**
Sponsored · 

We summoned the Gods of Summer and, weird enough, they delivered an ungodly amount of fun.



TAHOESOUTH.COM
Get your summer on
Plan your escape [Learn More](#)

 Like  Comment  Share

LTVA / Tahoe South COVID-19 Response

Ongoing efforts to assist with strategy, talking points, messaging, and updates to the Know Before You Go web page.

Ongoing collaboration with El Dorado County, TRPA, City of South Lake Tahoe, Barton Health, Douglas County, Take Care Tahoe, Tahoe Basin Outdoor Recreation Group, North Lake Tahoe Resort Association, Incline Village Crystal Bay Visitors Bureau, Visit California and Travel Nevada.

Visit Lake Tahoe South
Published by Social Connector · January 8

Thinking of heading up to Tahoe South for the weekend? Know Before You Go: Review the latest COVID-19 Travel News and Resources for Tahoe South

Image appears courtesy: Lake Tahoe Visitors Authority (Photo taken January 2018)

QOO.LY
Know Before You Go | Tahoe South
Know Before You Go - Tahoe South

Learn More

Sierra Safely

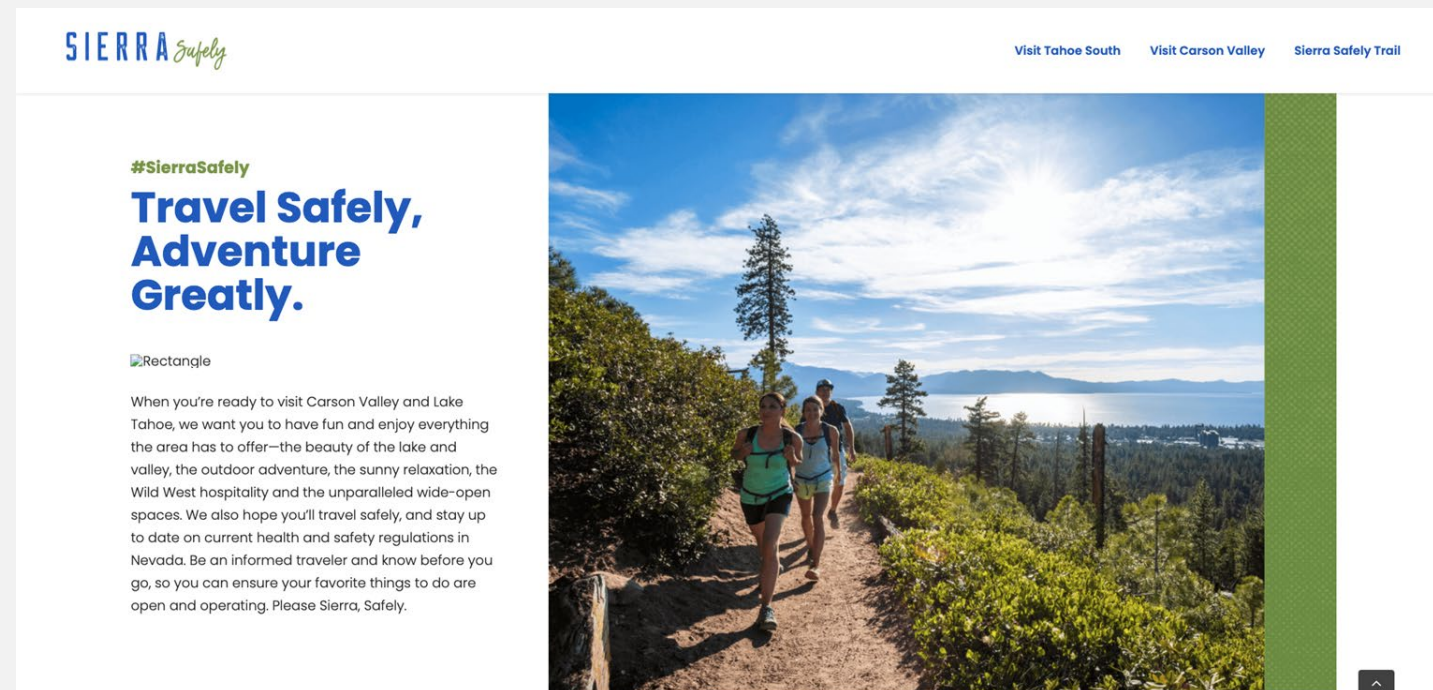
Utilizing CARES Act funding collaborated with the Carson Valley Visitors Authority to promote the region.

Market: 500-mile drive
2020

21 million Total Impressions
1,200 Partner Referrals

Scheduled: October - December

30,000 Website Sessions
5,200 Room Nights Booked (Expedia)



The screenshot shows the Sierra Safely website landing page. At the top left is the logo "SIERRA Safely" with "SIERRA" in blue and "Safely" in green script. To the right are navigation links: "Visit Tahoe South", "Visit Carson Valley", and "Sierra Safely Trail". The main content area features the hashtag "#SierraSafely" in green, followed by the headline "Travel Safely, Adventure Greatly." in blue. Below this is a placeholder for an image labeled "Rectangle". The text below reads: "When you're ready to visit Carson Valley and Lake Tahoe, we want you to have fun and enjoy everything the area has to offer—the beauty of the lake and valley, the outdoor adventure, the sunny relaxation, the Wild West hospitality and the unparalleled wide-open spaces. We also hope you'll travel safely, and stay up to date on current health and safety regulations in Nevada. Be an informed traveler and know before you go, so you can ensure your favorite things to do are open and operating. Please Sierra, Safely." To the right of the text is a large photograph of three people hiking on a dirt trail. The hiker in the foreground is a woman wearing a green tank top and black shorts. The background shows a scenic view of a lake and mountains under a bright blue sky with scattered clouds. A green vertical bar is on the right side of the image area, and a small upward arrow icon is at the bottom right corner of the image.

Trade Texas for Tahoe

Utilizing funding from Travel Nevada collaborated with Incline Village Crystal Bay Visitors Bureau to promote the region.

Market: 500-Mile Drive

Scheduled: December 20 - March 21

Paused: February 16 for 2 weeks

26 million Total Impressions

66,000 Website Sessions

5,000 Partner Referrals



American Century Celebrity Golf Championship



American Century Celebrity Golf Championship was executed with limited spectators.

5.4 Billion Viewership Audience

3,226 Media Stories

\$139 Million Publicity Value

6 million NBC/NBCSN Viewers

\$85,000 grant funding awarded to local nonprofits



NHL Outdoors

Sat. 20 Feb. 2021
Golden Knights vs Avalanche

Sun. 21 Feb. 2021
Flyers vs Bruins

3.1 Billion Total Audience

1.4 Million NBC viewers on Saturday

1 Million NBCSN on Sunday - the most watched regular season game ever.



Caldor Fire



Visit Lake Tahoe South

Published by eclincher · September 8 at 3:54 PM

We offer our heartfelt gratitude to the firefighters, agencies on the ground that have performed on our community from the Caldor Fire, and welcome residents who have been able to return. ❤️

We are a resilient community and businesses are all reopening plans; however, currently, U.S. Highway 205 into the South Shore from the west, evacuation warnings mandates are still in place, public lands remain closed while improving, is still not at desirable levels. Check Destination Update page for the latest information:

<https://tahoesouth.com/destination-update/>

#TahoeStrong #CaldorFire #SouthLakeTahoe #TaHo



Visit Lake Tahoe South

Published by eclincher · October 2 at 10:10 AM

We're thankful to all the firefighters and responders who got the Caldor fire out of town. The air quality is back to normal means you can savor the crisp Lake Tahoe air you know. Your visit will help our businesses and hospitality workers get back on their feet as normal after a trying time.

#TipsForTahoe #TahoeSouth #VisitLakeTahoe #SouthLakeTahoe #FallInTahoe #LakeTahoe #TipYourServer #TahoeStrong



Visit Lake Tahoe South

Published by eclincher · September 30 at 12:50 PM

Clearly, fall is a great time of year in South Lake Tahoe. So come escape, get recharged before the holidays, and celebrate this beautiful place with us.

We can't wait to see you here again. Not to mention, your visit will help our businesses and hospitality workers get back on their feet after a trying time. #TipsForTahoe





Lake Tahoe
Visitors Authority

Thank you for your time and ongoing support
Questions?

Jerry Bindel

Board Chair
SLTTID

Carol Chaplin

President & CEO
LTVA

Tony Lyle

CMO
LTVA

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: October 19, 2021

Agenda Item #: 18.



Agenda Item: Citywide Grant Overview and Match Funding

Executive Summary: The City of South Lake Tahoe has been very successful and aggressive in pursuing and managing grant funding to supplement local public funds throughout the years. These funds significantly increase the efficiency and impact of programs, projects, and services provided to the community that otherwise may not have been fully funded.

The presentation before City Council will provide an overview of current grant awards, current applications in process, match requirements, as well compliance review and auditing practices.

Requested Action / Suggested Motions: Receive presentation and Pass a Resolution approving transfer of \$1,672,220 in “tentative” grant match committed from general fund undesignated excess reserves into a temporary holding account until such time as the grant application is either denied or approved.

Responsible Staff Member: Lori Marino, Principal Management Analyst

Responsible Staff Member: Lori Marino, Principal Management Analyst (530) 542-7410

Reviewed and Approved By:

Susan Blankenship, City Clerk

Olga Tikhomirova, Finance Director

Heather Stroud, City Attorney

Attachments:

[01-Staff Report - Citywide Grant Overview.docx](#)

[02-Resolution - Tentative Grant Matching Fund.doc](#)

[03-Grant Funding and Compliance Policy](#)

[04-Current Grants List](#)



City of South Lake Tahoe

Report to City Council

Meeting Date: October 19, 2021

Title: Citywide Grant Overview Presentation and Consideration of Committing to Matching Funds Set Aside from General Fund Undesignated Excess Reserves

Location: Citywide

Responsible Staff Member: Lori Marino, Principal Management Analyst (530) 542-7410

Background: The City of South Lake Tahoe has been very successful and aggressive in pursuing and managing Grant funding to supplement local public funds throughout the years. A Grant is a financial award provided by a federal, state, or local government, or other organization to fund specific, beneficial goals, objectives, and/or legislative initiatives through a legal, contractual grant agreement. These funds significantly increase the efficiency and impact of programs, projects, and services provided to the community that otherwise may not have been fully funded.

Since 2002 the City has been awarded approximately **\$200,509,837.00** in grant funding. These funds have assisted in completing an array of successful projects and programs throughout the years. Displayed in the table below is just a sample of the multitude of grant funded achievements.

PUBLIC WORKS	HOUSING- Dev. Services	AIRPORT	POLICE DEPT	FIRE DEPT	PARKS/ REC
Upper Truckee River Restoration	First Time Homebuyer Loans	Runway Safety Area Project	Boating Enforcement	Mobile Command Vehicle	Playground Equipment- Bijou, Regan Beach
Park Avenue Transit Center	Lead Based Paint Hazard Mitigation	Commercial Air Ramp Construction	School Resource Officer	7 new Fire Fighters	Swimming Pool Dome Cover
South Y Intersection Improvements	Business Loans and Tech. Assist.	Terminal Apron Reconstruction	Domestic Violence Response Team	Air Compressor System	Recreation Center Energy Retrofit
Multiple Bike Path Implementation Projects	Entrepreneur Program	Airport Snowblower Purchase	Anti-Drug Abuse Program	STAT Program and Equipment	Tire-Derived Recycled Mulch
Sierra Blvd. Complete Streets	The Aspens- Affordable Housing	General Aviation Ramp Construction	Bullet-proof Vest Partnership	Community Protection Program	Ice Arena- Dasher boards, Sound Equip.
Rocky Point Erosion Control Projects	Energy Efficient Lighting Upgrades	Obstruction Mitigation Plan	Communication Equip. for SWAT team	Wildfire Shelters & Protective Equip.	Hybrid Vehicles for Recycling collection
Lakeview Commons Site Improvements	Evergreen Apts. Affordable Housing	Reseal Taxiway Joints	Police Motorcycles	Communication Radios	Recycling Containers Citywide
Harrison Avenue Improvements	Tahoe Senior Plaza	Wildlife Hazard Assessment	Safe Visitation Exchange Program	Fire Station Exercise Equipment	Recycling Program with LTUSD
Al Tahoe Mobility Enhancement Project	Emerald Bay Apts. Affordable Housing	Pavement Mngt. And Maint. Plan	DUI Enforcement and equipment	Defensible Space Inspection Program	Explore Tahoe Visitation Center
High Energy Street Sweeper Purchase	56-Acre Master Plan	Snow Removal Equipment	Undercover Vehicles	Hazard Mitigation Plan	Rec Center Playground Equip.

Grant funding is typically awarded through a variety of funding sources and agencies such as:

- California Tahoe Conservancy
- Federal Highway Administration -Caltrans (TRPA-TMPO)
- CA Dept. Boating/Waterways
- State Water Resource Control Board
- Federal Aviation Administration
- United States Forest Service
- CA Dept. Alcoholic Beverage Control
- CA Office Emergency Services
- Department of Justice
- Federal Emergency Management Agency
- CA Office of Traffic Safety
- CA Department of Housing and Community Development
- Housing and Urban Development
- CA State Dept. of Aeronautics
- CA Dept. of Parks and Recreation
- Cal Recycle
- Bureau of Reclamation
- CA Natural Resources
- CA Dept. of Water Resources

Issue and Discussion: Currently the City is managing **\$26,359,718** in active grant awards per the table below:

PUBLIC WORKS	HOUSING- DEV. SERVICES	AIRPORT	POLICE DEPT	FIRE DEPT	MISC
Lake Tahoe Blvd. Bike Trail \$3,693,775	HCD Local Early Action Planning (LEAP) Housing Element Update \$150,000	GA Ramp Reconstruction Ph 5 \$1,768,038	Domestic Violence Response Team \$203,143	SAFER Program- 7 Firefighters \$1,462,703	Beverage Container Recycling \$5,992
Pioneer Trail Pedestrian Upgrades \$2,904,204	CDBG- CV1 Childcare and Youth Services COVID Assistance \$138,951	GA Ramp Reconstruction Ph 6 \$3,297,825	Supplemental Law Enforcement (COPS) \$135,000	Local Hazard Mitigation Plan \$100,000	Clean Tahoe- Homeless Camp Clean-up project \$70,000
Pioneer Trail- Edna Street Safety Improvement \$49,500	Permanent Local Housing Allocation (PLHA) – Mod Income \$165,703	Dept. Aeronautics matching grant for GA Ramp ph 5 \$88,404	Boating/Waterway Enforcement \$56,464	Rescue System 1 Training \$14,500	
Tahoe Valley Greenbelt Project \$7,297,904	Bear’s Den Inn Rehabilitation Project \$505,632	Hazardous Fuel Reduction -Airport Parcels \$200,000	Tobacco Grant Program – School Resource Officer \$383,140	DJI Matrice Drone \$21,930	
Prop 1 DAC Planning-Sierra Blvd & final PLRM \$79,565	Regional Early Action Plan (REAP) Housing feasibility Analysis \$150,000	General Aviation annual credit program (state match) \$10,000	Office of Traffic Safety- DUI Equip/ Enforcement \$56,000	Defensible Space Inspectors \$67,345	
Bijou Connector Multi Use Trail \$977,000	56-Acre Master Plan \$425,000	FAA American Rescue Plan - Janitor Services \$32,000			
Bijou Park Creek Restoration \$750,000					
Barton Neighborhood Urban Storm Water \$1,100,000					

Since government grants are funded through tax dollars, bond initiatives, and other legislative appropriations, once awarded, they entail stringent compliance and reporting measures. The City has implemented a comprehensive grant policy and procedures to ensure consistency and accountability in securing and managing grant funds. The policy is reviewed and approved by City Council annually. The procedures are in accordance with state guidelines and recommendations as well as the Federal Code of Regulations and Uniform Guidance for Federal Awards. The policy promotes increased efficiencies, transparency, accountability, ethical standards, and a strategic approach to funding opportunities, enabling the City to be competitive and successful in securing grant funding.

The presentation before City Council will provide an overview of current grant awards, current applications in process, match requirements, as well compliance review and auditing practices.

Financial Implications: There are many financial implications when accepting grant funds and those implications should be detailed in each staff report and resolution brought forth to City Council when seeking approval to apply and accept a grant award. Per grant policy the staff report should detail all fiscal impacts, long-term costs, matching contributions, operation and maintenance costs, budget availability and/or budget constraints.

Federal Law Single Audit Requirement: A nonprofit or governmental organization with federal expenditures in excess of \$750,000 is required by law to have a single audit performed, which includes an audit of both the financial statements and the federal awards. The single audit reviews how the city manages the grants and ensures the city follows the rules for dollars associated with the grant or award. The single audit is often referred to as the “Uniform Guidance Single Audit”, because the general provisions applicable to almost all federal awards are contained in Title 2 U.S. Code of Federal Regulations (CFR) Part 200. Because the city consistently receives and expends over \$750,000 in federal funds annually, the city is required to have a single audit performed each year by an independent auditing firm.

General Fund Match Requirements: Since multiple “request for approval to submit an application” are presented to City Council throughout the year, and often these applications are relying on general fund undesignated excess reserves as city matching funds or local contribution, the Finance Department desires a mechanism to track these “tentative” undesignated reserve requirements. It would be beneficial not only to Finance but to City Council in knowing what the potential impact could be to the undesignated reserve balance if all or some of the applications should be awarded and require the transfer of these funds. The Finance Director has created account number 100-99999-25333 as a “temporary holding” account, to encumber a portion of the undesignated fund balance (fund balance in excess of 25% reserve) that may be needed to support projects committed through submittal of a grant application. If the application is *not* approved, or if City Council denies acceptance of an award, the funds will be returned to the undesignated reserve account. If the grant funds are awarded and approved through City Council action, thus requiring the general fund match, the funds will be appropriated into the budget and transferred into the project account number as requested through a Resolution presented to City Council.

There are a few current approved projects that fall into this category as noted in the table below. Finance staff respectfully requests consideration of setting aside \$1,672,220 from general fund undesignated excess reserves into account number 100-99999-25333 until such time when department staff receives a final approved grant award and brings it to City Council for approval and execution. At this time staff will specify match requirements for budget appropriation.

Department	Funding Source	Project Name	Grant Funding Amount	Date: Council Approval to Apply	Tentative General Fund Undesignated Reserve Match Committed
Public Works	State Water Resource Control Board	Tahoe Valley Greenbelt Implementation	\$6,922,904	3/16/21	\$769,212 FY 21-22
Public Works	CA Natural Resources	Barton Neighborhood Urban Stormwater	\$1,100,000	10/15/19	\$122,222 FY 21-22
Public Works	TRPA/Caltrans	Cycle 4 Pioneer Trail Pedestrian Upgrades Acquisition	\$410,281	6/15/21	\$64,780 FY 21-22
Public Works	TRPA/Caltrans	Cycle 4 Pioneer Trail Pedestrian Upgrades Construction	\$2,073,923	6/15/21	\$375,726 FY 22-23
Public Works	TRPA/Caltrans	Lake Tahoe Blvd. Bike Trail Construction	\$3,241,775	9/21/21 date CC approved to re-bid based on these numbers	\$323,613 FY 21-22
Airport	FAA	Airport Pavement Maintenance Mngt.	\$150,000	9/7/21	\$16,667 FY 21-22
			\$13,898,903	TOTAL "TENTATIVE" MATCH REQUIRED:	\$1,672,220

Environmental Considerations: Receiving this presentation is not subject to review under the California Environmental Quality Act (CEQA) or any other environmental approval process because it does not commit the City to a course of action regarding the projects listed.

Policy Implications: The overall impact of the Grant Funding and Compliance Policy is to strengthen and preserve the City's financial position and fiscal health as well as maintain the highest level of ethics in the stewardship of grant funds.

Section 2.3 of the policy states "City Council approval to **submit an application** 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. In the event the application deadline does not allow the necessary lead time for City Council approval; and prior Council approval is not a requirement of the application; the Department Director should ensure the approval of the City Manager **prior** to submitting the application and will bring the item before council to the next appropriate meeting."

Section 3.2 of the acceptance process states "The final step in the approval process is taking the awarded grant contract and funding acceptance, to the City Council for approval and budget appropriation."

Resolution 2021-XXX

Adopted by the City of South Lake Tahoe City Council

October 19, 2021

Committing Grant Matching Funds Set Aside from General Fund Undesignated Excess Reserves

- A. The City of South Lake Tahoe City Council approves submittal of Grant Applications to supplement local funds to increase the efficiency and impact of programs, projects, and services provided to the community; and
- B. The City of South Lake Tahoe City Council approves the award, execution, and budget appropriation of approved Grant Awards; and
- C. Many Grant Applications require City Matching Contributions to be competitive and successful in securing grant awards. These matching contributions are the City's commitment to the grantor; and
- D. The City of South Lake Tahoe City Council may consider setting aside committed matching funds during the application process to ensure availability of funds at the time of grant award.

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

- 1. Received Citywide Grant Overview Presentation.
- 2. Approves transfer of \$1,672,220 in "tentative" grant match committed from general fund undesignated excess reserves into a temporary holding account until such time as the grant application is either denied or approved. Transfer as follows:
\$1,672,220 from Account# 100 99999 25320
\$1,672,220 to Account# 100 99999 25333
- 3. Approves that funds to be returned to account# 100 99999 25320 if the grant application is denied. If approved, the grant award will be presented to City Council for approval and transfer and appropriation of the budget into the project account.

Adopted by the City of South Lake Tahoe City Council on October 19, 2021 by the following vote:

Yes:
No:
Abstain:
Absent:

Date: _____

Tamara Wallace, Mayor

Attest:

Susan Blankenship, City Clerk

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



FINANCIAL MANAGEMENT

GRANT FUNDING AND COMPLIANCE POLICY

The purpose of this document is to establish uniform guidelines for oversight of the City of South Lake Tahoe in the pursuit of grant related revenue. Adherence to the following policies and procedures promote increased efficiencies, transparency, accountability to ethical standards, and a strategic approach to funding opportunities, which generally enable the City to be more competitive in securing grant funding. All City personnel utilizing or seeking Grant funding for City business purposes are responsible for knowing and following this policy.

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1. GENERAL STANDARDS

Grant funding allows the City to supplement local public funds to increase the efficiency and impact of programs, projects, and services provided to the community; therefore the effect of grant funding and the process that governs it is significant.

Grants are not "free money". A grant is a **financial award** provided by a federal, state, local government, or other organization to fund specific, beneficial, goals, objectives, and/or legislative initiatives through legal, contractual, and binding grant agreements. Because government grants are funded by tax dollars, they include stringent compliance and reporting measures to ensure the money is well-spent. Careful consideration and analysis should be given prior to applying or accepting these funds.

This policy describes the City's grant management and administration procedures and intends to do the following:

- Promote the use of best practices
- Promote sound financial management
- Promote efficiency and effectiveness in grant funded projects and programs
- Ensures the grant related activity is consistent with City's strategic priorities
- Ensures the integrity of the City's good standing among granting agencies
- Ensures accountability for financial and programmatic elements of grant administration and management

Adoption and Implementation: The City Council is responsible for adopting the City's Grant Funding and Compliance Policy and for approving any 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.

Public Records Requirement: All documents related to Grant applications, contracts, expenditures, revenues, and grant compliances are public records and may be subject to disclosure under the California Public Records Act (Government Code §6250-6270).

Conflicts of Interest: An officer or employee of the City acting or appearing to act on behalf of someone other than the City; or in carrying out duties has or appears to have a self-interest from which a personal profit or gain is realized or that is actually or potentially adverse to the best interests of the City.

Conflicts of interest and the *appearance* of a conflict of interest can damage the reputation, credibility, and trust of the City. These situations may involve ethical, legal, or other issues and City officials and employees should be diligent in the identification of potential conflicts when working in any capacity with proposed or funded grant activity involving the City.

No officer or employee of the City shall have any interest, financial or otherwise, direct or indirect, or have any arrangement that may reasonably be expected to bias the design, conduct, or reporting of a city grant funded project.

It shall be the responsibility of the Grants Project Manager for each particular grant funded project to ensure that in the use of project funds, officials or employees of the City and nongovernmental recipients or sub-recipients shall avoid any action that might result in, or create the appearance of:

- Using his or her official position for private gain
- Giving preferential treatment to any person or organization
- Losing complete independence or impartiality
- Making an official decision outside official channels
- Adversely affecting public confidence in the City and the grant funded program
- Or any other Conflict of Interest outlined per the specific grant agency

Employees and City Officials are responsible for exercising good judgment in applying, approving, requesting, managing and administering grant funds. Accordingly, the basic standard should prevail to provide prudent stewardship of public funds, the City's resources, and granting agency compliance.

2. GRANT APPLICATION

2.1 GRANT PLANNING AND OPPORTUNITIES

Each respective department within the City may research and identify grant opportunities to facilitate City Council's strategic goals, objectives, and initiatives as well as department work plans, to provide supplemental or alternative funding sources to public projects, capital expenditures, or operating programs and expenses.

Once grant opportunities are identified, employees are responsible for obtaining approval from their Department Head to pursue review of such funding. Gathering information beforehand will help ensure success in meeting a tight deadline. Coordination with the Finance Department, specifically the Principal Management Analyst responsible for Grants Management and serving as Grants Manager is encouraged to facilitate the process. Following are necessary components in pursuit of a competitive grant application:

1. A list of approved projects/programs meeting the needs of the Department as well as City Council priorities (ex. CIP, Master Plans, EIP, Community Plans etc.)
2. Project/program descriptions, goals and objectives
3. Project timelines, estimated costs, project budgets
4. Matching fund contribution and fiscal impacts

2.2 DETERMINING ELIGIBILITY

To determine eligibility for grant funding;

1. Review grant guidelines, specifications, and requirements
2. Coordinate with key personnel for staff and Departmental impacts as well as Finance to access fiscal impact
3. Applications should be evaluated for administrative burden, compliance cost, city match requirements, long term costs, and operation and maintenance costs
4. In the event the cost to the City exceeds the amount received from the grant, the Department should seek approval from Finance as well as the City Manager to pursue the grant further
5. Department Head shall assign a Project Manager to manage the grant project, program, and department grant compliances
6. If an outside consultant is hired to assist with grant writing or project management; the Director will assign a staff member responsible for overseeing the consultant contract and ensuring grant compliance

2.3 CITY COUNCIL APPROVAL TO APPLY

City Council approval to **submit an application** 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. The staff report should include the following information:

1. Project and grant details
2. Budget summary
3. Administration requirements and funding source
4. Match requirements
5. Compliance requirements
6. Grantee responsibilities
7. Maintenance and operations requirements
8. Long-term costs including staffing needs after the expiration of the grant

Background: should summarize and detail the need for the project or program and which priorities will be met. Provide grant agency information.

Issue and Discussion: should summarize the proposed project or program, including all departmental impacts, goals and objectives and benefits or impacts to the City.

Financial Implications: should detail all fiscal impacts, long-term costs, matching contributions, operation and maintenance costs, budget availability or budget constraints.

In the event the application deadline does not allow the necessary lead time for City Council approval; and prior Council approval is not a requirement of the application; the Department Director should ensure the approval of the City Manager *prior* to submitting the application, and will bring the item before council to the next appropriate meeting.

2.4 SUBMITTING GRANT APPLICATION

Following City Council approval, a completed grant proposal may be submitted by the department overseeing the project or program. The Project Manager and/or Grants Manager will follow the grant guidelines, and requirements to review and submit a complete and competitive grant proposal.

Budget Summary: When determining the budget for the grant application all of the project expenses must be included in the application. This includes:

1. Total cost of the project
2. Project management and oversight, staff time, administration
3. Expenses that arise as a result of your project
4. City share of costs where applicable
5. Operation and maintenance, long-term or ongoing costs

3. GRANT ACCEPTANCE

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 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.

3.2 CITY COUNCIL APPROVAL TO ACCEPT AWARD

The final step in the approval process is taking the awarded grant contract and funding acceptance, to the City Council for approval. **Staff report** should include:

1. Details of the grant contract, project/program and all compliance required
2. Must specify acceptance of the grant award, as well as the details necessary to load the grant funding into the City's Budget
3. Anticipated revenues, along with balanced associated expenditures with account numbers must be outlined in detail in the staff report and resolution. (Expenditures cannot exceed revenues)
4. All pertinent documentation should be attached, including the grant contract
5. Provide a copy of the signed Council Resolution to the Grant Manager to ensure the funds are appropriated into the budget and begin tracking procedures

3.3 EXECUTION OF AWARD

The Grant Contract is fully executed and the funds can be spent when the following steps are complete:

1. Granting Agency signs the grant contract and specifies the dates of the “term of the agreement”
2. Grant Contract has been approved through City Council
3. City’s Authorized Signatory signs the grant contract
4. Grant revenues and expenses have been loaded into the appropriate account within the City’s Budget

Grant funding cannot be spent prior to approvals and a grant award notification is received from the Granting Agency. The Granting Agency typically sends the Department the original, signed, and fully executed, Grant Agreement. The Department will forward the original copy to the City Clerk as well as a copy to the Grant Manager. A copy needs to be kept within the department in a centralized file for future reference.

Authorized Signatory Responsibility: All Grant applications require an Authorized Signatory on behalf of the City. The Authorized Signatory is usually the Mayor, City Manager, or the Department Director. The signature legally binds the City to all terms and conditions within the grant agreement regardless of whether; the city is the main beneficiary of the funding; the city has applied on behalf of another agency for pass through funding; or the city has hired an outside agency to oversee and manage the project.

4. GRANT MANAGEMENT AND COMPLIANCE

4.1 ROLES AND RESPONSIBILITY

The following shall describe responsible parties for activities surrounding the submittal, implementation, maintenance, reporting and other related duties for grant funded projects by or on behalf of the City of South Lake Tahoe. The full development of a project or program requires the assistance and support from all affected departments.

Financial Services Department

The ***Principal Management Analyst*** in Finance will serve as the ***Grants Manager*** and is the primary person responsible for providing city-wide coordination and monitoring of grants. This individual is responsible for ensuring the City’s grants management and compliance program is current and effectively fulfills the compliance requirements of the City’s policies and external granting agencies and is available for assistance and guidance for a successful proposal.

The Grants Manager is responsible for:

1. Researching grant opportunities and notifying departments of such opportunities
2. Acting as a liaison between departments and funding agency personnel
3. Assisting staff, adhering to grant guidelines, policies, and deadlines

4. Assisting departments with City Council agenda items regarding applying for grants, accepting awards, and appropriating the grant budgets and/or reviewing agenda items related to grants prior to submission
5. Receiving a copy of the grant award and maintaining a grant file; tracking grant activity at all stages of the grant cycle. Maintain master files of “open” and “closed” grants in accordance with retention requirements
6. Developing and conducting grants administration training and assistance to staff pertaining to grant management and compliance
7. Ensuring the departments track and report programmatic and financial grant activity in a timely manner in accordance with grant agreement, providing the proper account codes as budgeted
8. Coordinating with Department Head, Project Manager and Finance personnel to gather all information required to meet grant funding requirements; including contracts, professional agreements and proper invoicing from vendors
9. Preparing and submitting grant reimbursement requests, financial reports, and final financial reconciliation and closing reports
10. Monitoring and tracking cash flow and accounts receivable
11. Preparing Schedule of Expenditures of Federal Award for the Single-Audit requirement
12. Acts as a liaison between auditors, granting agency, and department personnel

City Departments

The ***Department Director*** is responsible for programmatic and fiscal responsibilities for the designated department. This individual ensures adequate staff and infrastructure are provided for the appropriate performance of grant award management and provides oversight of staff identified as key personnel on grant awards.

Department Director is responsible for:

1. Ensuring adequate management of programmatic and fiscal aspects of the grant awards
2. Assigning staff to adequately manage the grant awards
3. Managing general departmental-level support activities related to grants management
4. Approving submittals and proposed programmatic and fiscal changes to the grant
5. Reviewing budget amendment requests if they affect commitments by the department
6. Ensuring cost sharing dollars are available and the budget is adequate relative to the project scope and its justification is appropriate

The Department ***Project Manager*** is the primary person responsible for the programmatic activities on a project/grant. Although some tasks may be delegated, the Project Manager is the chief accountable person and bears responsibility for the overall administrative and fiscal conduct of the grant award for meeting the terms and conditions of the award and for representing the project to the granting agency.

The Project Manager is responsible for:

1. Preparing the grant proposal, with an emphasis on the technical details, scope of work and budgetary components; coordinate with Grants Manager for fiscal impact and assistance.

2. Forwarding all grant agreements and documentation to the Grants Manager for review prior to execution by the proper City officials; prepare City Council agenda items, staff reports, resolution (if required), and requesting that budget be established and approved prior to expenditures being made
3. Modify and monitor the project budget, scope of work, and ensuring the appropriate charging of expenditures to the project in compliance with grant award
4. Appropriately managing the programmatic aspects of the project, monitoring expenditures to ensure grant funds are spent in accordance with the approved budget
5. Approving all grant expenditures and payment request, utilizing appropriate account numbers and ensuring budget. Submit to Department Director for approval
6. Working with the Grants Manager to ensure the completeness, accuracy, and timeliness of programmatic and financial reports submitted to the granting agency
7. Prepares project reporting, progress reports, final reports, monitoring reports
8. Ensures Finance Department receives copies of pertinent information, documentation, reports or correspondence with the granting agency
9. Ensuring contractors, subcontractors, consultants have complied with the appropriate work in a timely manner and in accordance with technical, financial, and other requirements of the award, as well as reviewing their invoices for accuracy and grant compliance
10. Adhering to the terms of the grant agreement and policies and notifying the Grants Manager if changes are needed
11. Follows State, Federal and City procurement and contract policies in the utilization of grant funding
12. Complying with Single Audit Act requirements; providing documentation for audit requests; and adhering to audit recommendations

4.2 GRANT PROCUREMENT

The purchase of goods, materials, supplies, equipment, services, and non-public contracts must follow the City Procurement Policies and Procedures as well as the City's Purchasing Ordinance (SLTCC § 3.45) adopted by City Council. Public Contracts and Public Projects must adhere to Public Contracts and the Uniform Public Construction Cost Accounting Act as adopted by City Council (SLTCC § 3.45 Article II).

Federal Awards, Cooperative Agreements, or State Awards utilizing Federal Funds must also follow the General Procurement Standards in the Code of Federal Regulations (CFR); Title 2: Grants and Agreements section §200.318 through §200.326. These guidelines can be found at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl; or contact Grants Manager for additional information (ext. 7410).

Grant Awards and Cooperative Agreements utilizing funds through Caltrans must follow the Local Assistance Procedures Manual (LAPM, particularly Chapters 5 and 16. These guidelines can be found at <https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm> or contact Grants Manager for additional information.

Suspension and Debarment: ALL Federal Awards used to procure vendors providing services to the city in excess of **\$25,000.00** must maintain evidence of vendor **“Suspension and**

Debarment” verification through the “Systems for Awards Management (SAM). Print or save a copy of verification and submit it to Finance or contact Grant Manager to obtain a copy. This requirement must also be included in your Contract, Professional Services Agreement, or PO. (Refer to Purchasing Policy for boiler plate “Suspension and Debarment” language).

4.3 COMPLIANCE STANDARDS

The City “shall at all time exercise responsibility over the implementation of the project” and is held liable for all provisions set forth in the agreement, as quoted from a current grant contract. Therefore, it is imperative that all departments involved, as well as the Authorized Signatory, fully understand the conditions of the grant agreement and follow the compliance measures put into place. This will further ensure the integrity of the City’s commitment to the Grantor, help maintain audit compliance, and avoid grant fraud speculation.

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

Evidence that an organization has grossly *misused funds* or committed *fraudulent activity*, can result in civil actions against the City and/or City Officials and Personnel to include:

1. Recovery of funds up to triple damages
2. Criminal remedies including arrest
3. Prison sentences
4. Seizure of assets
5. Monetary fines.

Falsification of Documentation- Submitting fraudulent receipts, falsifying an application, or report will result in disciplinary action and may lead to termination of employment and/or criminal action.

The City of South Lake Tahoe reserves the right to deny request of reimbursement for expenses that are considered lavish, extravagant, or are unsupported by required documentation. Unusual expenses incurred due to special circumstances must be approved by the City Manager and the granting agency, if those expenses do not violate Federal or State requirements.

5. GRANT ACCOUNTING

After award acceptance, the Grant Manager will maintain documentation begin proper tracking and monitoring of the new grant. The Project Manager will monitor and manage the consultant and/or contractor contracts, and track the project budget.

1. Before initiating a contract, purchase order, agreement with a service provider, professional services agreement, or other expense; review the Grant Agreement for **terms and conditions**
2. Compliance must be maintained with City policy, the Grant Award, and State and/or Federal Policies. Follow the most stringent procedures to ensure all compliances are being met
3. Before entering into agreements with vendors or contractors, verify that the provider or business has a **valid City Business License**
4. Staff and/or contractors, consultants or service providers utilizing grant funding must disclose all relevant **conflict of interest** or criminal violations in writing to the appropriate granting agency and follow the guidelines as outlined in the City Council adopted resolution #2016-69
5. Grant expenditures must be expensed as detailed in the grant application, grant contract and as approved in the City Annual Budget
6. Consultant/contractor/vendor invoices must be thoroughly reviewed by Project manager for compliance with City and Grant Procurement, Federal compliances and Public Contract Code prior to authorization for payment
7. If conditions of the Grant Contract are not met; the **Grantor is under no obligation to disburse funds or reimbursement.**
8. ALL **Federal Awards**, Cooperative Agreements, or State Awards utilizing Federal Funds must follow the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter 1, Chapter 2, Part 200). These guidelines can be found at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

5.1 MONITORING THE BUDGET

Funds must be spent in the manner approved by the Granting Agency and City Council. The **Project Manager** is responsible for:

1. Monitoring the project budget and city staff time budget
2. Monitoring sub-contractors, sub-recipients, service providers
3. Monitoring budgets for contractors, consultants, and professional service agreements
4. Reviewing invoices for payment; specifying appropriate account numbers.
5. Timely submittal of invoices for payment ensuring adequate cash management

The **Grants Manager** is responsible for:

1. Monitoring expenses after payment to ensure compliance between the grant budget and the City's budget.
2. Preparing and submitting grant payment requests, managing receivables, and cash flow
3. Preparing and/or reviewing Staff time, administration, and activity delivery
4. Tracking expenses and revenues in accordance with Grant Contract.
5. Providing direct communication with granting agencies and city departments.

Adjustment between budgeted line items to the approved grant budget; must be approved by the Granting Agency in the manner stated in the Grant Agreement. Concurrently, the Department Director should request a budget adjustment via e-mail to the Finance Department.

Adding additional budget to an approved grant or reducing budget or scope via a Grant Amendment must follow procedures and request council approval accepting the additional funding and loading the budget or reducing the budget and accept reducing the scope of the project.

5.2 CASH MANAGMENT

To minimize time lapsing between outlay of city funds and receipt of grant funds, timely review, approval, and submittal of vendor invoices and grant reimbursement requests is imperative.

1. Invoices and receipts must be paid and a check cut to the vendor prior to requesting reimbursement; therefore timely submittal of invoices is required
2. All work performed and items purchased within a fiscal year; must be **paid within the fiscal year the work was performed** (This is an audit requirement)
3. Provide a brief explanation/justification on the delay of pay requests for invoices submitted for payment 45 days or more beyond the date of the invoice; this will help provide information to auditor, or Grantor
4. When submitting invoices (over \$250,000) for payment, notify Accounts Payable and Grants Manager to manage bank balance cash flow and expedite grant reimbursement

5.3 REIMBURSEMENT REQUESTS

Most grant reimbursements must be submitted in arrears. The city must first expend the funds; pay the invoice and request reimbursement after payment has been finalized. Grant reimbursements will be requested in the manner set forth in the grant agreement and as frequent as permitted when expenditures dictate.

- Grants Manager will be responsible for preparing the reimbursement request, or reviewing the request before submitting to the Granting Agency.
- Invoices must be paid in a timely manner and distributed in the General Ledger prior to reimbursement requests.
- Once the billing is complete, it will submitted to the Authorized Signatory for review and approval.
- This review enables an examination of expenditures, proper account numbers, staff time accuracy, and project deliverables.
- After the billing is signed, the Grants Manager will submit as required in the Grant Agreement.
- The revenue is entered into accounts receivable and tracked by the Grants Manager to ensure receipt.

5.4 STAFF TIME/ ADMINISTRATION

Follow grant guidelines in determining eligibility of charging staff time to the grant or using staff time as the City's match or cost share. Employee rates provided should be directly from employee payroll at current actual hourly rates and remain in effect until such changes are submitted through a "change of status" to Human Resources, or a change to the employee "MOU" within the city.

- Grant timesheets (provided by Finance, Grant Manager) must be used when charging staff time to a grant
- The Grant timesheet must represent the actual hours worked in a pay period and account for the grant hours within that pay period
- Department Head and employee must approve the grant timesheets at the end of the pay period and submit the timesheets to the Grant Manager
- Grant Manager will calculate the staff time directly from the pay period payroll documentation
- Compensation for personnel services on federal grants must be based on payroll documented through standard City policy and procedures. The consequences of noncompliance with employee time and effort certification may be the disallowance of such charges to the grant
- Federal grants require accounting for 100% of one's time even if all of one's time is not allocated to the grant project (2 CFR 200.430)
- Wages of employees used in meeting cost sharing or matching requirements of federal awards must be supported in the same manner as those claimed as allowable costs under federal awards

5.5 INTERNAL CONTROLS

Expenditures

When an invoice is received for a grant funded project, the workflow for payment shall be as follows:

1. Reviewed by Project Manager and back-up documentation verified
2. Approved by Department Head or Authorized Signatory per Procurement Policy
3. Submitted to Accounts Payable for entry and procurement documentation verified
4. Vendor checks are printed by Revenue Accountant, posting payment to the General Ledger (GL)
5. GL detail is reviewed by Grants Manager for grant reimbursement preparation
6. Grant Manager prepares reimbursement request according to grant budget and agreement terms, as well as information provided from Project Manager below.

To assure the invoice gets paid from the proper grant and project; the Project Manager shall:

1. Determine available budget within vendor contract as well as city financial system

2. Specify the grant name, agency, and grant number on the pay request or invoice
3. Specify whether the invoice is 100% reimbursable or what portion is reimbursable through which revenue sources assigned to project
4. Specify the amount and revenue source when splitting an invoice between multiple grants or revenue sources
5. Be specific when paying an invoice between multiple account numbers
6. Make a notation of the account number, name and grant number on the receipt of an expense being paid with a City Cal Card or petty cash

Equipment and other Capital Expenditures

Equipment (Capital Expenditures) purchased with Federal funds must follow Code of Federal Regulations CFR §200.313 and §200.439. These guidelines can be found at the link below: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

1. Capital expenditures for special purpose equipment are allowable as direct costs, provided items with a unit cost of **\$5,000** or more have the prior written approval of the Federal awarding agency or pass-through entity.
2. Equipment must be used in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award.
3. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, at a minimum, meet the following requirements:
 - Property records must be maintained that include a description of the property, a serial number or other identification number, **the source of funding for the property** (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 - A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.
 - Control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 - Adequate maintenance procedures must be developed to keep the property in good condition.
 - If the City is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. See *CFR §200.313 (e) Disposition*, for guidelines.

Revenues

When a Reimbursement Request is submitted it is:

1. Prepared by Grants Manager after verifying account numbers, budgets, proper grant documentation, matching documentation and back up
2. Approved and signed by Authorized Signatory per grant Agreement
3. Submitted and entered into Accounts receivable by Grants Manager
4. Funds are received and deposited by Revenue Supervisor
5. Deposit is reviewed and reconciled into the GL System by Revenue Accountant

6. POST AWARD

6.1 CLOSEOUT

After completion of all required performance period activities, the Administering Department and Finance shall perform grant closeout tasks in accordance with Federal CFR §200.343, or corresponding State regulations, and/or contractual requirements.

1. The Project Manager is responsible for final performance reports and programmatic reporting required by the terms and conditions of the award and shall provide copies to the Grants Manager in Finance
2. The Grants Manager is responsible for final financial reports and final reimbursement as required by the terms and conditions of the award
3. The Project Manager and Grant Manager are responsible for collecting and maintaining all appropriate back up documentation for performance, financial, and final reports
4. The Administering Department and Finance shall ensure that all financial activities are recorded, that revenues balance to expenditures, and that revenues and expenditures balance to budget figures
5. The Administering Department and Finance are responsible for ensuring their **records retention** follows the compliance in the grant award or at a minimum is held 5 years after final close date of award.

6.2 AUDIT

All Granting Agencies reserve the right to call for a program audit or a financial audit at any time between execution of the agreement and the completion or termination of the project.

All non-Federal entities that expend \$750,000 or more of Federal awards in a year are required to obtain an annual audit in accordance with the Single Audit Act Amendments of 1996, OMB Circular A-133, the OMB Circular Compliance Supplement and Government Auditing Standards. A single audit is intended to provide a cost-effective audit for non-Federal entities in that one audit is conducted in lieu of multiple audits of individual programs. The City exceeds the \$750,000 threshold and is subject to this required Audit annually.

Federal Single Audit Act and annual reporting requirements are contained in 2 CFR Part 200 Subpart F (200.5 Compliance and Audit Requirements.) It is important that all grant activity and any changes to the grant are well documented to facilitate any audit. Audit findings made during the audit are provided to the grantor, which could prompt an audit by the grantor.

The following activities are the fourteen types of compliance requirements considered in every audit conducted under 2 CFR Part 200 Subpart F, and many are described throughout this policy:

1. Activities: Allowed or Unallowable
2. Allowable Costs/Cost Principles
3. Cash Management
4. Compliance with Terms & Conditions (e.g. Davis-Bacon Act)
5. Eligibility
6. Equipment and Real Property Management
7. Matching, Level of Effort, Earmarking
8. Period of Availability of Federal Funds
9. Procurement, Suspension and Debarment
10. Program Income
11. Real Property Acquisition and Relocation Assistance
12. Reporting
13. Subrecipient Monitoring
14. Special Tests and Provisions

The Administering Department and Finance are responsible for ensuring their records are maintained in accordance with applicable City policy, State law, and Federal regulations and maintain compliance with Federal Code 2 CFR Part 200.

- Project Manager is responsible to provide all programmatic and procurement documentation requested by a Granting Agency or Auditor
- Grant Manager is responsible to provide all fiscal documentation requested by a Granting Agency or Auditor

Complete and proper documentation is instrumental to a smooth and successful audit; which reflects positively on the City, and in turn increases the chance for future successful grant applications.

City of South Lake Tahoe
Current Active Grants Listing
2021/ 2022

Department	Funding Source	Type	Grant Number	Project Name	Grant Funding Amount	Award Date	Match Required	Match Source
Public Works	TRPA/ Caltrans- CMAQ	Federal	CML-5398 (013)	Lake Tahoe Blvd. Bike Trail - PE	\$ 203,000.00	8/23/2017	\$ 80,000.00	Transfer CIP
Public Works	TRPA/ Caltrans- CMAQ	Federal	CML-5398 (013)	Lake Tahoe Blvd. Bike Trail - ROW	\$ 249,000.00	8/28/2018	\$ 32,262.00	GF Transferred
Public Works	TRPA/ Caltrans- STBG	Federal	STPL-5398(014)	Pioneer Trail Pedestrian Upgrades PE	\$ 420,000.00	8/28/2018	\$ 54,415.00	GF Transferred
Public Works	TRPA/ Caltrans - HSIPL (ZS30)	Federal	HSIPL-5398(016)	Pioneer Trail- Edna St. Upgrades	\$ 49,500.00	12/10/2019	\$ 5,500.00	GF Transferred
Public Works	California Tahoe Conservancy	State	CTA 19 017L	Tahoe Valley Greenbelt	\$ 375,000.00	6/16/2020		N/A
Public Works	Prop 1 DWR/ STPUD	State	DWR 4600012061	Prop 1 DAC Planning Sierra Blvd Complete	\$ 79,565.00	10/3/2018		N/A
Public Works	State CA HCD	State	CDBG- PI	Bijou Connector Multi-Use Trail	\$ 977,000.00	3/30/2021		N/A
Public Works	USFS- LT Basin Mngt Unit	Federal	21-PA-11051900-019	Bijou Park Creek Restoration	\$ 750,000.00	8/20/2021	\$ 104,600.00	TRPA SEZ WQ
Funding Approved- Pending Contract Negotiations with Grantor and/or Council Approval to accept award								
Public Works	State Water Resource Control Board	State	Prop 1- Round 2	Tahoe Valley Greenbelt Implementation	\$ 6,922,904.00	CC 3/16/21	\$ 769,212.00	GF Reserve
Public Works	CA Natural Resources	State	Prop 68	Barton Neighborhood Urban Stormwater	\$ 1,100,000.00	CC 10/15/19	\$ 122,222.00	GF Reserve
Public Works	TRPA/ Caltrans CON	Federal	CML-5398 (013)	Lake Tahoe Blvd. Bike Trail - CON	\$ 3,241,775.00	CC 9/21/21	\$ 323,613.00	GF Reserve
Public Works	TRPA/ Caltrans ACQ	Federal	STPL-5398(014)	Pioneer Trail Pedestrian Upgrades ACQ	\$ 410,281.00	CC 6/15/21	\$ 64,780.00	GF Reserve
Public Works	TRPA/ Caltrans CON	Federal	STPL-5398(014)	Pioneer Trail Pedestrian Upgrades CON	\$ 2,073,923.00	CC 6/15/21	\$ 375,726.00	GF Reserve
							\$ 1,932,330.00	
TOTAL PUBLIC WORKS GRANT FUNDING:					\$ 16,851,948.00			
Airport	FAA	Federal	AIP 3-06-0249-42	GA Ramp Reconstruction	\$ 1,768,038.00	7/19/2019	\$ 243,870.00	GF Transferred
Airport	FAA	Federal	AIP 3-06-0249-043	GA Ramp Reconstruction Ph 6	\$ 3,297,825.00	9/2/2020	\$ 131,125.00	GF Transferred
Airport	Dept of Aeronautics	State	ED-4-20-1	AIP 3-06-0249-42 Matching Funds	\$ 88,404.00	8/6/2019		N/A
Airport	USFS	Federal	Stevens Authority	Hazardous Fuel Reduction- Lake Tahoe Air	\$ 200,000.00	7/22/2021		in-kind staff time
Airport	Caltrans	State	State Match	General Aviation Airport Annual Credit Prog	\$ 10,000.00	5/11/2021		N/A
Airport	FAA - ARPA	Federal		Airport Janitor Services	\$ 32,000.00	Pending		N/A
							\$ 374,995.00	
TOTAL AIRPORT GRANT FUNDING:					\$ 5,396,267.00			
Planning Dept.	California Tahoe Conservancy	State	Prop 68	56-Acre project- planning grant	\$ 425,000.00	8/1/2020		N/A
Housing Dept.	Housing Comm Dev	State	20-LEAP-14908	HCD LEAP Grant	\$ 150,000.00	12/28/2020		N/A
Housing Dept.	Housing Comm Dev	State	CDBG	CDBG-CV1 Childcare and Youth Services	\$ 138,951.00	4/25/2021		N/A
Housing Dept.	State CA HCD	State	20-PLHA-15544	Permanent Local Housing Allocation (PLHA)	\$ 165,703.00	7/19/2021		N/A
Housing Dept.	State CA HCD	Federal	20-CDBG-CV2-3-00274	CSLT Bear's Den Inn Rehabilitation	\$ 505,632.00	Pending		N/A
Housing Dept.	State CA HCD	State		Regional Early Action Plan	\$ 150,000.00	8/3/2021		N/A
HOUSING/ DEVELOPMENT SERVICES GRANT FUNDING:					\$ 1,535,286.00			
Police Dept.	CA Office of Emergency Services	Federal	LE20 04 7994	Domestic Violence (DVRT) 2021	\$ 203,143.00	1/1/2021	\$ 67,714.00	in-kind match
Police Dept.	CA Dept. of Finance	State	AB3229	Supplemental Law Enfrcemnt (COPS)21/22	\$ 135,000.00	10/1/2020		N/A
Police Dept.	Dept. of Boating	State	FY 2021/2022	Boating and Waterways 21/22	\$ 56,464.00	7/1/2021	\$ 43,195.00	Boat taxes
Police Dept.	CA Dept. of Justice	State	DOJ-Prop56-2019-20-1-(Tobacco Grant Program	\$ 383,140.00	1/1/2020		N/A
Police Dept.	CA Office of Traffic Safety	Federal		OTS Selective Traffic Enforcement Program	\$ 56,000.00	Pending		N/A
							\$ 110,909.00	
TOTAL POLICE DEPT. GRANT FUNDING:					\$ 833,747.00			

City of South Lake Tahoe
Current Active Grants Listing
2021/ 2022

Fire Dept.	SAFER Grant	Federal	EMW-2018-FH-00089	Hiring of 7 Firefighter/Paramedics	\$	1,462,703.00	3/11/2020	\$	909,247.50	GF Salaries
Fire Dept.	LHMP Grant	Federal	DS-18-002	Hazard Mitigation Grant Program	\$	100,000.00	12/17/2019	\$	31,250.00	in-kind
Fire Dept.	HSG Grant- ELDC	Federal	ELDC- pass through	Rescue System 1 Training	\$	14,500.00	Pending		N/A	
Fire Dept.	HSG Grant- ELDC	Federal	ELDC- pass through	DJI Matrice- Drone	\$	21,930.00	Pending		N/A	
Fire Dept.	SNPLMA- TRCD	Federal	TRCD- Pass through	Defensible Space Inspections	\$	67,345.45	6/4/2021		N/A	
TOTAL FIRE DEPT. GRANT FUNDING:					\$	1,666,478.45				

Misc. Funding	Cal Recycle	State	FY 2019-20	Beverage Container Recycling Fund	\$	5,992.00	7/1/2020		N/A	
Misc. Funding	Ca Dept. of Resource & Recycling	State	CalRecycle	Farm & Ranch Abatement- Clean tahoe	\$	70,000.00	4/13/2021		N/A	
TOTAL MISCELLANEOUS GRANT FUNDING:					\$	75,992.00				

GRAND TOTAL CURRENT CITY GRANT FUNDING: \$ 26,359,718.45

Grants Closed/Complete in FY 20/21

Public Works	Caltrans- ATP (Z230)	Federal	ATPL-5398 (011)	AI Tahoe Blvd. Mobility Enhancement-ROW	\$	137,000.00				
Public Works	Caltrans- ATP (Z302)	Federal	ATPL-5398 (011)	AI Tahoe Blvd. Mobility Enhancement-CON	\$	1,866,000.00				
Public Works	Caltrans- STBG (Z230)	Federal	ATPL-5398 (011)	AI Tahoe Blvd. Mobility Enhancement-CON	\$	225,000.00				
Public Works	Caltrans- CMAQ (Z400)	Federal	ATPL-5398 (011)	AI Tahoe Blvd. Mobility Enhancement-CON	\$	432,000.00				
Public Works	State Water Resource Control Board	State	Prop 1- D1612621	Ruby Way Erosion Control Project	\$	194,325.00				
Public Works	State Water Resource Control Board	State	Prop 1- D1612621	Bijou Park Creek Restoration	\$	493,089.00				
Public Works	State Water Resource Control Board	State	Prop 1- D1612621	Tahoe Valley Greenbelt	\$	381,920.00				
Public Works	California Tahoe Conservancy	State	CTA 17 014L	Bijou Park Creek Restoration Acquisitions	\$	511,000.00				
Police Dept.	CA- ABC	State	2100-20-APP48	Alcohol Beverage Control Enforcement	\$	95,732.00				
Police Dept.	CA Office of Traffic Safety	Federal	TR 21023	OTS Traffic Records Improvement Project	\$	48,626.00				
Police Dept.	CA Office of Traffic Safety	Federal	PT21064	OTS Selective Traffic Enforcement Program	\$	37,500.00				
Planning Dept.	Housing Comm Dev	State	19-PGP-13287	HCD Planning Grant	\$	160,000.00				
Airport	FAA	Federal	AIP 3-06-0249-41	Terminal Apron Rehabilitation	\$	587,104.00				
Airport	FAA	Federal	AIP 3-06-0249-44	Covid-19 CARES Act	\$	30,000.00				
Airport	Dept of Aeronautics	State	ED-4-19-1	AIP 3-06-0249-41 Matching Funds	\$	29,355.00				
Airport	Dept of Aeronautics	State	CAAP Ed-4-15-1	Airport Land Use Study	\$	170,000.00				
Airport	FAA	Federal	TVL-WPG-3-06-0249-04	Coronavirus Response Grant- CRRSA	\$	13,000.00				
TOTAL GRANTS CLOSED/COMPLETE IN FY 20/21:					\$	5,411,651.00				

Applications Submitted Pending Award

							Date Submitted			
Parks/Rec	CA Dept. Parks/Rec	State	Prop 68	Statewide Park Program - Recreation Cente	\$	8,500,000.00	3/10/2021		N/A	
Miscellaneous	Dept. of Energy	Fed	DOE	Connected Communities (Energy Partnershi	\$	7,000,000.00	3/12/2021	\$	6,097,486.00	PPA Financing
Fire Dept.	BLM	Fed	SNPLMA Round 18	Hazardous Fuel Reduction	\$	854,000.00	5/26/2021			
TOTAL APPLICATIONS SUBMITTED PENDING AWARD:					\$	16,354,000.00				

City of South Lake Tahoe
Current Active Grants Listing
2021/ 2022

Applications in Process					Due Date		
Park/Rec Dept	CA Dept. of Parks/Rec	State	Prop 68	Per Capita Program - Recreation Center cor	\$ 177,000.00	11/5/2021	N/A
Park/Rec Dept	CA Dept. of Parks/Rec	State	Prop 68	RIRE Infrastructure Recreation Grant	\$ 250,000.00	11/5/2021	N/A
Park/Rec Dept	CA Dept. of Parks/Rec	State	Prop 68	RRT (Rural Recreation and Tourism)	\$ 3,000,000.00	11/5/2021	N/A
Airport	FAA	Federal	Airport Pavement Maintenance Management Plan		\$ 150,000.00	11/30/2021	\$ 16,667.00 GF Reserves
Airport	Caltrans- DOA	State	Airport Pavement Maintenance Management Plan - Match		\$ 7,500.00	11/30/2021	
Housing	State Dept. of HCD	State	Permanent Local Housing Allocation (PLHA) Joint w/ Sugar Pine		\$ 5,000,000.00	CC 9/7/21	\$ 566,629.00 Loan leverage
					\$ 8,584,500.00		

Applications Submitted in 2020/2021 - Not Awarded

Public Works	CTC	State	Prop 1	Sonora Ave. Stormwater Drainage	\$ 544,500.00		
Public Works	FHWA	Federal	ATP	Pioneer Trail Pedestrian Improvement Proje	\$ 3,400,000.00		
Public Works	CA Natural Resources	State	Prop 68	Ruby Way/Overlook Drainage	\$ 1,300,000.00		
Public Works	TRPA/CALTRANS	Federal	Regional Transportation	Cycle 4 for Palmira to S. Tahoe Bikeway Pla	\$ 350,000.00		
Public Works	TRPA/CALTRANS	Federal	Regional Transportation	Cycle 4 for Johnson Blv. Complete Streets F	\$ 500,000.00		
Airport	FAA	Federal	FY 2021 AIP	Taxilane Delta Reconstruction Project- Desi	\$ 166,667.00		
Airport	Caltrans-Match	State	AIP Match 4.5%	AIP Matching funds towards Taxilane Recor	\$ 7,500.00		
Police Dept.	CA ABC	State	ABC	Alcohol Policing Partnership Program	\$ 99,236.00		
Fire Dept.	CAL FIRE	State	Fire Prevention	Hazardous Fuel Reduction- Citywide	\$ 925,960.00		
Fire Dept.	FEMA	Federal	AFG	Assistance to Firefighters- equipment	\$ 83,000.00		
					\$ 7,376,863.00		

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: October 19, 2021

Agenda Item #: 19.



Agenda Item: Plan Area Statement, Community Plan, and Area Plan Amendment Application Policy

Executive Summary: The City has jointly adopted with the Tahoe Regional Planning Agency (TRPA) plan area statements, community plans and area plans which provide zoning regulations and development standards for specified geographic areas throughout the City. The City process to amend these documents involves public outreach for community input, General Plan consistency analysis, environmental impact analysis, a public hearing and recommendation by the Planning Commission and a public hearing and decision made by the City Council. In order to expedite the City portion of the amendment process and to be able to look at property owner initiated amendments comprehensively, City staff is proposing that the City Council adopt a policy that requires these types of applications to be submitted in a designated time of the year so that they can be packaged, where appropriate, and reviewed concurrently. The proposed amendment application period is between November 1 and January 1 of each year.

Requested Action / Suggested Motions: Pass a Resolution adopting policy procedures for review of Plan Area Statement, Community Plan and Area Plan amendment applications.
Responsible Staff Member: Hilary Roverud, Director of Development Services

Responsible Staff Member: Hilary Roverud, Director of Development Services (530) 542-6024

Reviewed and Approved By:

Susan Blankenship, City Clerk
Olga Tikhomirova, Finance Director
Heather Stroud, City Attorney

Attachments:

- [01-Staff_Report Plan Area Statement Community Plan and Area Plan Amendment](#)
- [02-Resolution - Plan Area Statement, Community Plan, and Area Plan Amendment Application Policy.docx](#)



City of South Lake Tahoe

Report to City Council

Meeting Date: October 19, 2021

Title: Plan Area Statement, Community Plan, and Area Plan Amendment Application Policy

Location: Citywide

Responsible Staff Member: Hilary Roverud, Director of Development Services

Background: The City has jointly adopted with the Tahoe Regional Planning Agency (TRPA) plan area statements, community plans and area plans which provide zoning regulations and development standards for specified geographic areas throughout the City. City Code Section 6.55.060 allows for amendments to only be amended by the following procedures:

1. The verified petition of one or more owners of property affected by the proposed amendment, which petition shall be filed with the planning commission, and shall be accompanied by the required fee.
2. Resolution of intention of the city council.
3. Resolution of intention of the planning commission.
4. Directive of the city council.
5. Public hearing scheduled by action of the development services director.

The City amendment process involves public outreach for community input, General Plan consistency analysis, environmental impact analysis, a public hearing and recommendation by the Planning Commission and a public hearing and decision made by the City Council. During the City's process, staff coordinates and consults with TRPA staff to ensure consistency in each of the agency's review procedures. Once the City amendment process is completed, TRPA approval of the amendment is often necessary. The TRPA amendment process involves Regional Plan consistency analysis, environmental impact analysis, a public hearing and recommendation by the Advisory Planning Commission, a public hearing and recommendation by the Regional Plan Implementation Committee and a public hearing and decision by the Governing Board. The Plan Area Statement, Community Plan or Area Plan amendment process typically takes between six months and a year to complete.

Issue and Discussion: In order to expedite the City portion of the amendment process and to be able to look at property owner initiated amendments comprehensively, City staff is proposing that the City Council adopt a policy that requires these types of applications to be submitted in a designated time of the year so that they can be packaged, where appropriate, and reviewed concurrently. The

proposed amendment application period is between November 1 and January 1 of each year. Complete applications that qualify for an exemption under the California Environmental Quality Act (CEQA) would be brought before the Planning Commission at their March meeting. Applications that require preparation of a CEQA document would also be packaged for analysis where appropriate but would take additional time. Applicants of projects requiring more extensive CEQA review would be provided the opportunity to pay for the City to engage a consultant selected from a pre-qualified list created as a result of a Request for Qualifications process to conduct the review of their application on behalf of the City, in order to expedite their applications.

This policy would allow the staff to focus on these types of applications in a time of the year when resources are not prioritized for construction permitting during the summer months and would provide applicants more certainty in the timeframes for simple amendments. By packaging applications for simple amendments there would also be the opportunity for staff to recommend additional amendments to clarify language or incorporate new state laws that are identified as necessary throughout the year.

This policy represents a new approach to processing and reviewing Plan Area Statement, Community Plan and Area Plan amendments. If approved, as it is implemented staff will bring back for Council consideration any recommended adjustments if necessary.

Financial Implications: None.

Environmental Considerations: Consideration of the proposed policy is not considered a project by the California Environmental Quality Act (CEQA), because it does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(2) and 15378(b)(4) and is, therefore, not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3).

Policy Implications: Applicable adopted General Plan policies include:

Policy LU-2.2: Community Plan Preparation, Adoption, and Implementation
The City shall periodically update and implement the four Community Plans as a way to focus development commodities and revitalization efforts.

Policy LU-10.1: Inter-Agency Coordination
The City shall coordinate with all regional, State, and Federal agencies and special districts to ensure that their planning efforts within the city limits are consistent with the City of South Lake Tahoe's General Plan.

Policy LU-10.2: Tahoe Regional Planning Agency Coordination
The City will seek to work with the Tahoe Regional Planning Agency (TRPA) to create a transparent and efficient permitting process that eliminates redundancy. To this end, the City shall enter a Memorandum of Understanding with TRPA to delegate permit and land-use authority for all projects that are not regionally-significant, meet TRPA's Environmental Thresholds, and are consistent with the Regional Plan. However, TRPA may monitor City project review activities annually and review whether City project review standards are continuing to meet the Environmental Thresholds.

Resolution 2021-XXX

Adopted by the City of South Lake Tahoe
City Council

October 19, 2021

Plan Area Statement, Community Plan, and Area Plan Amendment Application Policy

BACKGROUND

- A. The City has jointly adopted with the Tahoe Regional Planning Agency (TRPA) plan area statements, community plans and area plans which provide zoning regulations and development standards for specified geographic areas throughout the City.
- B. Amendments to the adopted Plan Area Statements, Community Plans and Area Plans require approval from the City Council and the TRPA Governing Board before they are effective.
- C. City Code Section 6.55.060 allows for amendment applications to be submitted by one or more owners of property affected by the proposed amendment, to the Planning Commission accompanied by the required fee.
- D. This policy is adopted in order to expedite the City portion of the amendment process and to be able to review property owner initiated amendments comprehensively.

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

- 1. Adopts the following procedures for review of Plan Area Statement, Community Plan and Area Plan amendment applications:
 - a. Applications shall be submitted to the Development Services Department, along with the adopted application fee, between November 1 and December 31.
 - b. Applicants will be notified of any additional materials or information necessary to complete their applications within 30 days of submittal.
 - c. Complete applications that qualify for an exemption under the California Environmental Quality Act (CEQA) would be brought before the Planning Commission at their March meeting.
 - d. Applicants of projects requiring more extensive CEQA review would be provided the opportunity to pay for the City to engage a consultant selected from a pre-qualified list created as a result of a Request for Qualifications process to conduct the review of their application on behalf of the City, in order to expedite their applications.

Adopted by the City of South Lake Tahoe City Council on October 19, 2021 by the following vote:
Yes:

No:
Absent:
Abstain:

Date:_____

Tamara Wallace, Mayor

Attest:

Susan Blankenship, City Clerk

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

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: October 19, 2021

Agenda Item #: 20.



Agenda Item: Policy Updates on Accessory Dwelling Units (ADUs), Tiny Homes, and Residential Structures on Wheels

Executive Summary: On March 2, 2021, the City Council adopted an ADU Ordinance, providing standards for the development of ADUs on single- and multi-family properties throughout the City. At the June 15, 2021 City Council meeting, Council requested that staff bring back a discussion on policy direction regarding the use of mobile tiny homes as ADUs. In order to facilitate the use of tiny homes that remain on a chassis for ADUs, the City Code and TRPA Code would need to be amended. These amendments could also include design standards and limitations on the types and sizes of homes allowed to remain on a chassis.

Requested Action / Suggested Motions: Receive report and provide direction to staff.

Responsible Staff Member: Hilary Roverud, Director of Development Services

Responsible Staff Member: Hilary Roverud, Director of Development Services (530) 542-6024

Reviewed and Approved By:

Susan Blankenship, City Clerk

Olga Tikhomirova, Director of Finance

Heather Stroud, City Attorney

Attachments:

[01-Staff Report - Mobile Tiny Homes.docx](#)

[02_ANSI A119.5 Park Model Recreational Vehicle Standard](#)

[03_Sample ordinance text](#)

[04_Tiny Homes On Wheels Presentation](#)



City of South Lake Tahoe

Report to City Council

Meeting Date: October 19, 2021

Title: Potential Policy Updates on Accessory Dwelling Units (ADUs), Tiny Homes, and Residential Structures on Wheels

Location: Citywide

Responsible Staff Member: Hilary Roverud, Director of Development Services
(530) 542-6024

Background: In Government Code Section 65852.150, the California Legislature found and declared that allowing accessory dwelling units (ADUs) in zones that allow single-family and multifamily uses provides additional rental housing and is an essential component in addressing California's housing needs. ADUs are a unique opportunity to address a variety of housing needs and provide affordable housing options for family members, friends, students, the elderly, in-home health care providers, people with disabilities, and others. Further, ADUs offer an opportunity to maximize and integrate housing choices within existing neighborhoods.

On March 2, 2021, the City Council adopted an ADU Ordinance, providing standards for the development of ADUs on single- and multi-family properties throughout the City. On July 28, 2021 the TRPA Governing Board adopted TRPA Code amendments that remove the limitation only allowing ADU development on parcels greater than one acre, providing more opportunity for ADU development throughout the City.

At the June 15, 2021 City Council meeting, City Council requested that staff bring back a discussion on policy direction regarding the use of mobile tiny homes as ADUs. Specifically, the discussion centers around the potential to allow mobile tiny homes to remain on wheels and not require a permanent foundation as the current ordinance requires.

Issue and Discussion: ADUs are currently allowed wherever single-family homes or multi-family housing is allowed in the City. ADUs may be rented separately from primary dwellings, and range in size up to 1,000 square feet, depending on ADU type.

Tiny homes are defined in Appendix Q of the 2019 California Residential Code as "a dwelling that is 400 square feet or less in floor area excluding lofts." Dwellings are defined as "a single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation." Currently in the City, tiny homes on permanent foundations may be used for

ADUs or for primary dwelling units. Tiny homes may also be manufactured homes, factory built homes, or park model Recreational Vehicles (RVs).

Manufactured homes are structures constructed on or after June 15, 1976 that are transportable in one or more sections, meet size and dimension criteria and use a permanent chassis. Manufactured homes must comply with federal and state standards of the Manufactured Housing Act of 1980.

Factory-built homes are residential structures constructed in an off-site location for placement on a foundation. They may or may not be transported on a chassis but are installed on a permanent foundation. Factory built homes include modular homes, panelized homes, kit or pre-cut homes, and prefab homes. These are installed on foundations and meet Building Code standards.

Park Model Recreational Vehicles (RVs) are trailers designed for recreational or seasonal use that have less than 400 square feet of gross floor space. These units meet ANSI A119.5 standards for design and construction, are registered with the DMV, and cannot exceed 14 feet in width. Although many park model RVs are installed such that they are inconvenient and difficult to move, some park model RV products are designed to be more mobile. Park model RVs require a Caltrans permit to be transported on highways.

The South Lake Tahoe City Code allows for manufactured and factory-built homes, including tiny homes, as ADUs anywhere that a single-family dwelling is allowed if they meet the development standards for an ADU (i.e. setback, parking, height, etc.) and are installed on a permanent foundation. Manufactured homes, factory-built homes, and park model RVs that remain on a chassis are only allowed when located in a mobile home park.

In order to facilitate the use of tiny homes that remain on a chassis for ADUs, the City Code and TRPA Code would need to be amended. These amendments could also include design standards and limitations on the types and sizes of homes allowed to remain on a chassis.

At their meeting on August 12th, the Planning Commission conducted a public discussion on this topic. Comments and questions from that discussion are summarized below along with additional information to consider.

Tiny Homes on Wheels as a solution to housing needs

Tiny homes on wheels may provide a lower cost alternative to a stick built or factory built ADU and increase housing availability in the City. These units could provide lower cost options for family members, friends, students, on site health care providers, and renters similar to other types of ADUs. Although a tiny home on wheels will reduce construction costs for the ADU since a foundation is not constructed, the property owner would still be subject to other costs associated with utility connections (electric, gas,

water, sewer), TRPA growth management and Best Management Practice compliance, and design standards. Although tiny homes are typically viewed as environmentally friendly simply due to their small size and reduced heating and lighting demand, they are not required to meet Title 24 energy efficiency standards like a stick built home. Additional energy efficiency requirements such as insulation appropriate for the Tahoe climate, lighting types, or energy efficient appliances are also not regulated to the same degree as traditional ADUs. If the unit is rented long term, it would potentially provide local work force or student housing and the owner would be able to recoup costs, likely sooner than with the investment in a conventional ADU on a foundation.

Through discussion, the question of whether a tiny home on wheels would be conducive for long term housing or serve primarily as temporary housing has been raised. Tiny homes on wheels that are registered as park model RVs through the DMV are designed for “recreational or seasonal use.” The ANSI 119.5 construction standards specifically state that a Park Model Recreational Vehicle is designed “...to provide temporary living quarters for recreational, camping, or seasonal use...” However, traditional RVs are also designed for temporary or recreational use but are often utilized for long term housing either as transient dwellings or parked long term in RV parks. Tiny homes with additional requirements appropriate for the Tahoe climate may make tiny homes on wheels more attractive for long term housing.

Other jurisdictions in California have amended regulations to allow tiny homes on wheels as a strategy to provide additional housing in neighborhoods. These include Santa Clara County, Los Angeles, Fresno, and San Luis Obispo. Excerpts from their regulatory codes related to tiny homes on wheels are included as an attachment.

Placer County has been working on a package of housing related code amendments, including allowing tiny homes on wheels, since 2019 and anticipates Board action by the end of this year.

The extent of local demand for tiny homes on wheels as long-term residences is unknown, however there is potential that they could provide a rental option for the seasonal workforce and some long-term renters. ADUs of any kind, including tiny homes are prohibited from being rented short term (less than 30 days).

Policy questions to consider if tiny homes on wheels are allowed as ADUS:

- Should developing regulations and processes to allow tiny homes on wheels as ADUs be part of the City’s strategic approach to housing availability and affordability?
- Should manufactured homes up to 1000 square feet (maximum size of a detached ADU) be allowed to remain on a chassis and function as an ADU?
- Should the discussion be expanded to allow tiny homes consisting of manufactured homes on a chassis or Park Model RVs to be used as primary residences, either single-family or multi-family?

Portability of Tiny Homes on Wheels

As noted above, there are a wide variety of tiny home on wheels products. The majority of those that are 400 square feet or less are now being constructed as park model RVs which are designed to be portable. Park model RVs that are being utilized in mobile home parks, tend to be installed to remain in place long term, in spaces previously occupied by mobile homes. Based on public comment there appears to be desire in the community to be able to obtain a Park Model RV that can be frequently relocated based on availability of space. A Caltrans permit is required to transport a Park Model RV on a highway.

Concerns about tracking and monitoring these structures have been raised as well as concerns with neighborhood compatibility if they are allowed to be relocated frequently. Transient activity associated with moving a Tiny Home could have negative impacts to a neighborhood.

City Code Section 6.85.050.F.7 currently does not allow an ADU to be conveyed separately from the parcel and primary dwelling unit. This section could be applied to tiny homes on wheels to ensure that a tiny home on wheels serving as an ADU is in the same ownership as the parcel owner or could be modified to allow a tiny home on wheels that is functioning as an ADU to be under separate ownership from the parcel where it is placed.

Policy question to consider if tiny homes on wheels are allowed as ADUs:

- Should tiny homes on wheels be required to be permanently located for a specified period of time?
- Should they be required to be in the same ownership as the parcel where they are placed?
- Potential clutter of tiny homes on wheels. How many could be placed on each parcel?

Design Considerations

The bulk of discussion about tiny homes on wheels has been related to design and neighborhood compatibility. These concerns include:

- Impact on character of neighborhood
- Number of them on each parcel
- Temporary utility connections
- Propane tank storage
- Exterior looks
- Snow and wind loads
- Fire safety
- Parking

There are several provisions in the existing City ADU ordinance that would address some of these issues and be applicable if tiny homes on wheels are allowed as ADUs.

City Code Section 6.85.050.E specifies that only one detached ADU is allowed per single-family residential parcel. If tiny homes on wheels are allowed as ADUs they would be considered a detached ADU and only one would be allowed per parcel. However, a Junior ADU or attached ADU is allowed along with a detached ADU. A tiny home on wheels could not be used as a Junior or attached ADU. Up to two detached ADUs are allowed on a multi-family parcel, therefore in these locations two tiny homes on wheels could potentially be placed on a parcel if the ordinance is amended to allow them.

City Code Section 6.85.050.F.6 requires that ADUs be designed and constructed to architecturally and aesthetically match the existing single-family dwelling in terms of exterior materials and colors, building elements, structure mass, and roof pitch. This standard could also be applied to tiny homes on wheels if allowed. Additional requirements for skirting and screening the chassis, propane tanks, utility connections, support jacks, tow hitches and other ancillary equipment could also be included in an ordinance allowing tiny homes on wheels to be allowed as ADUs.

Park Model RVs are designed to meet the standards of ANSI 119.5 which includes fire safety construction. However, these standards are not equivalent to the Building Code standards for Wildland-Urban Interface Fire Areas which apply to stick built structures in the City. If an ordinance is developed, it could include additional fire resistant construction standards applicable to tiny homes. Similarly, a local ordinance for tiny homes on wheels would include standards for snow load and wind load requirements.

Parking requirements for a tiny home on wheels used as an ADU would be the same as a conventional ADU. City Code Section 6.85.050.G.5 requires one parking space in addition to parking required for the primary dwelling except when the ADU is located within one-half mile walking distance of public transit, the ADU is located within a historic district, the ADU is part of the proposed or existing primary residence or an accessory structure, when on-street parking permits are required but not offered to the occupant of the accessory dwelling unit, or when there is a designated car share vehicle parking space located within one block of the accessory dwelling unit.

Policy question to consider if tiny homes on wheels are allowed as ADUs:

- Although ADUs built to comply with objective development standards do not require it, should a discretionary review (public hearing) be required for ADUs that do not meet Building Code or other applicable objective development standards in order to vet neighborhood compatibility concerns?
- Should tiny homes on wheels be subject to the same or similar aesthetic requirements as a stick built ADU?

Enforcement

During discussions, several concerns regarding enforcement of requirements related to tiny homes on wheels were raised. Commenters noted that there are already many regulations that are not consistently enforced in the City. Movable features are typically more difficult to enforce than permanent structures. Regulations would be able to be enforced during the permitting and inspection process that would be required for initial installation, however, ongoing enforcement on properties that fall out of compliance may require additional staff resources to address, depending on the number of tiny homes on wheels that are installed within the City.

Financial Implications: This item is for discussion only.

Environmental Considerations: This item is for discussion only.

Policy Implications: Applicable adopted General Plan policies include:

Policy LU-3.1: Complete Neighborhoods

The City shall promote complete and distinct neighborhoods that promote walking to services, biking, and transit use; foster community pride; enhance neighborhood identity; ensure public safety; and are family-friendly.

Policy LU-3.3: Diverse Housing Choices

The City shall promote a wide range of housing opportunities, both ownership and rental, for all income levels.

Policy LU-3.5: Clean and Quiet Neighborhoods

The City shall coordinate efforts with homeowner associations and other neighborhood groups and schools, to develop strategies to ensure clean and quiet and safe residential neighborhoods. These strategies should include neighborhood beautification programs.

Policy LU-3.6: Residential Variety in Existing Neighborhoods

The City shall encourage development of a variety of new housing types that provide housing choices for consumers in terms of types of units, location, unit sizes, costs, design, amount of privacy, and neighborhood environment, while preserving existing neighborhood character.

Policy LU-8.6: Existing Neighborhood Character Protection

The City shall require that new development and improvements in existing residential neighborhoods are consistent with the neighborhoods historic land use patterns, distinct style, and architectural identity.

Policy LU-8.7: Scenic Quality of New Projects

The City shall ensure that new projects improve, enhance, and protect the scenic quality of South Lake Tahoe's built and natural environments

Policy HE 2-3 The City shall encourage a range of housing options so that people who work in South Lake Tahoe can choose to live in the city.

Policy 2-6 The City shall ensure that deed-restricted affordable housing is created using attractive, long-lasting, low-maintenance materials.

Policy 7-2 The City shall encourage compatibility of physical design, building structure, and lot layout relationships between existing and new construction to help the new developments complement the surrounding neighborhoods.

Policy 7-5 To create a balanced community, the City shall promote mixed-income neighborhoods by encouraging innovative design (e.g., second units, co-housing, half-plexes, zipper lots, zero-lot lines, alley-loaded parking, six pack subdivisions, live-work units).

ANSI

A119.5

**Park Model
Recreational Vehicle Standard**

2020

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ANSI A119.5 Standard**

2020 Edition

This edition of ANSI A119.5 *Standard for Park Model Recreational Vehicles* was prepared by the ANSI A119.5 Canvass under the ANSI accredited RVIA Standards Development Procedures.

This edition of ANSI A119.5 was approved by ANSI as an American National Standard on April 7, 2015 and supersedes all previous editions.

Origin and Development of ANSI A119.5

The 1982 edition was the first publishing of this standard by RVIA and was approved by ANSI on March 4, 1982. The standard was organized into five chapters as follows: 1. Introduction & Definitions, 2. Fire & Life Safety, 3. Plumbing Systems, 4. Heating, Cooling, and Fuel Burning Systems, 5. Electrical Systems.

The 1988 edition removed Chapter 5 Electrical Systems and moved it to Chapter 1 that referenced the National Electrical Code Article 551 Part A. Many new definitions were also added to Chapter 1. There were also extensive technical revisions made to Chapters 2, 3 and 4. A new B addressing Gas Pipe Sizing and C Referenced Publications were also added.

The 1993 edition contains several minor changes and was formatted to more closely follow the ANSI A119.2 Recreational Vehicle Standard arrangement.

The 1998 edition was published by the Recreational Park Trailer Industry Association (RPTIA) who took over the responsibility of representing Recreational Park Trailers in October 1994. The major change was the addition of a new Chapter 5 – Construction Requirements. Also, the electrical requirements (1-5) were changed to reference Article 552 instead of Article 551 of NFPA 70, *The National Electrical Code*. In addition there were several minor technical changes made throughout the standard.

The 2005 edition contains several major changes such as the addition of a section on Lofts and Porches into Chapter 5 and adding Owner's Manual requirements to Chapter 2.

The 2009 edition added several new definitions to Chapter 1 and Formaldehyde Emissions Health Notice to Chapter 3. In addition several minor technical changes were made throughout the standard.

The 2015 edition was published by the Recreation Vehicle Industry Association (RVIA) who in October 2012 regained the responsibility from RPTIA to represent Recreational Park Trailers. ANSI requires standards to be managed at a minimum every five years. However, by taking over this standard in 2012 that left only two years (2014) for RVIA to publish the next edition. Therefore RVIA sought and was granted an extension up to November 2016. This edition contains extensive revisions throughout all chapters including a title change from Recreational Park Trailers to Park Model Recreational Vehicles.

The 2020 edition contains several new definitions. In addition, requirements were added to address guardrails, wall beds, plastic composite decking and warning label for outside cooking areas. There were also several minor technical changes dealing with propane capacity, air duct registers, water and waste storage tank securement.

Statement on Development Procedures

This standard was developed under the published procedures of the American National Standards Institute, Inc. utilizing the canvass method for developing evidence of a consensus. While these procedures assure the highest degree of care, neither the Recreation Vehicle Industry Association, its members, nor those participating in its activities accepts any liability resulting from compliance or noncompliance with the provisions herein, for any restrictions imposed on materials or processes, or for the completeness of the text.

All questions or requests for information on obtaining formal interpretations, proposing amendments and appeals on matter relating to the contents of this document should be directed to the Standards Department, RV Industry Association, 3333 Middlebury Street, Elkhart, IN 46516.

Accredited Canvass Body

2020 Edition

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Chris Bloom, CJB Fire Consultant

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STANDARD FOR PARK MODEL RECREATIONAL VEHICLES

NOTE: An asterisk (*) following the number or letter designating a paragraph indicates that explanatory material on the paragraph can be found in Appendices A - E.

CHAPTER 1 – GENERAL

1-1 Introduction.

1-1.1 Need for Standard. Members of the engineering profession and others associated with the design, manufacture, and inspection of Park Model Recreational Vehicles have been aware of the need for a standard providing for healthful and safe, portable, seasonal housing, arranged and equipped to assure suitable living conditions. They have also recognized that because of conditions of transport, size, and use, existing standards for permanent buildings and recreational vehicles are not completely applicable to Park Model RVs. It is with these factors in mind that this standard has been developed.

1-1.2 Basis for Standard. Much of the material in this standard has been taken from, or is based on, nationally recognized standards for fire and life safety. Applicable standards are shown in APPENDIX C.

1-2 Scope.

1-2.1 Applicability. This standard covers fire and life safety criteria and plumbing for Park Model RVs considered necessary to provide a reasonable level of protection from loss of life from fire and explosion. It reflects situations and the state of the art prevalent at the time the Standard was issued. Unless otherwise noted, it is not intended that the provisions of this document be applied to facilities, equipment, structures or installations which were existing or approved for construction or installation prior to the effective date of the document, except in those cases where it is determined by the Authority Having Jurisdiction that the existing situation involves a distinct hazard to life or adjacent property.

1-2.2 Limitations. This standard is not intended as a design specification or an instruction manual.

1-2.3 Alternate Materials, Equipment and Procedures. The provisions of this standard are not intended to prevent the use of any material, method of construction, or installation procedure not specifically prescribed by this standard, provided any such alternate is acceptable to the authority having jurisdiction. The authority having jurisdiction shall require that sufficient evidence be submitted to substantiate any claims made regarding the safety of such alternates.

1-2.4 Differing Standards. Wherever nationally recognized standards and this standard differ, the requirements of this standard shall apply.

1-2.5 U.S. Federal Regulations. Federal regulations under the National Highway Traffic Safety Administration may supersede all or part of this standard as applied to any category of regulated motor vehicles.

1-3 Definitions.

Accessible. Having access to but which first may require the removal of a panel, door or similar covering of the item described. The access is to be gained by use of screws, clips or other removable fasteners.

Accessible Loft Space. Floor space located in the loft area that has a ceiling to floor height of less than 5 ft, 0 in.

Alternative Engineering System. Design configurations, elements, or structural systems that are not specifically covered in Chapter 5 - Construction Requirements.

NOTE: Some examples of items requiring alternate engineering include, but are not limited to; loft units, steel structures or assemblies, and fiberglass, composite, or 3D printed components.

Approved. Acceptable to the "authority having jurisdiction."

NOTE: In determining the acceptability of installation or procedures, equipment, or materials, the authority having jurisdiction may base acceptance on compliance with this or other appropriate standards. In the absence of such standards, said authority may require evidence of proper installation, procedure or use. The authority having jurisdiction may also refer to the listings or labeling practices of an organization concerned with product evaluation, which is in a position to determine compliance with appropriate standards for the current production of listed items.

Authority Having Jurisdiction. An organization, office or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, an installation, or a procedure.

NOTE: This phrase is used in a broad manner since jurisdictions and approval agencies vary as to their responsibilities. Where public safety is primary, the authority having jurisdiction may be a federal, state, local, or other regional department or individual such as a fire chief, fire marshal, chief of a fire prevention bureau, labor department, health department, building official, electrical inspector, or others having statutory authority. For insurance purposes, an insurance inspection department, rating bureau, or other insurance company representative may be the authority having jurisdiction. In many circumstances the property owner or his designated agent assumes the role of the authority having jurisdiction; at government installations, the commanding officer or departmental official may be the authority having jurisdiction.

Center. The midline between the right and left side of a Park Model RV.

Chassis. The entire transportation system comprising the following subsystems: drawbar and coupling mechanism, frame, running gear assembly, and lights.

Combustible Material. Materials made of, or surfaced with, wood, compressed paper, plant fibers, or other material that will ignite and burn. These materials shall be considered as combustible even though flame proofed, fire retardant treated, or plastered.

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Compartment. A completely enclosed volume, designed to provide for a separate area.

Connection, Gas Supply. The terminal end or connection to which a gas supply connector is attached.

Connector, Gas Supply. Tubing or pipe connecting the Park Model RVs to the gas supply source.

Cylinder. (Propane) A portable container constructed in accordance with U.S. Department of Transportation *Specifications for LP-Gas Cylinders (49 CFR)*.

Frame. Chassis rail and any addition thereto of equal or greater strength.

Fuel System. Any arrangement of pipe, tubing, fittings, connectors, tanks, controls, valves, and devices designed and intended to supply or control the flow of fuel.

Gross Trailer Area. The total plan area measured to the maximum horizontal projections of exterior walls in the set-up mode.

NOTE: In calculating the square footage, measurements shall be taken on the exterior. Square footage includes all siding, corner trims, moldings, storage spaces, areas enclosed by windows but not the roof overhangs (Ref. HUD Interpretive Bulletin A-1-88). Expandable room sections, shall be included in the gross trailer area. Loft areas that are habitable room(s) shall be included in the gross trailer area. Loft areas with accessible loft space shall not be included in the gross trailer area.

Habitable Room. A room or enclosed floor space arranged for living, eating, cooking, or sleeping purposes, but not including bathrooms, closets and hallways.

Heat Appliance. An appliance for comfort heating of a Park Model RV or for water heating.

Heat-Producing Appliance. An appliance which produces heat by utilizing electric energy or by burning fuel.

High-Pressure Propane Systems. Propane systems, either liquid or vapor, in which the pressure is greater than 14 inches water column.

Identified. (As applied to equipment) Recognizable as suitable for the specific purpose, function, use, environment, or application, where described in a particular code or standard requirement.

Interior Finish. The exposed interior surface in combination with the substrate to which it is applied. Interior finish shall include any material (such as paint, wallpaper, decorative panels, etc.) which is affixed to such surfaces by permanent or semi-permanent means.

Labeled. Equipment or materials to which has been attached a label, symbol, or other identifying mark of an organization acceptable to the "authority having jurisdiction" and concerned with product evaluation, that maintains periodic inspection of production of labeled equipment or materials and

by whose labeling the manufacturer indicates compliance with appropriate standards or performance in a specified manner.

Listed. Equipment or materials included in a list published by an organization acceptable to the "authority having jurisdiction" and concerned with product or service evaluation, that maintains periodic inspection of production of listed equipment or materials or periodic evaluation of services and whose listing states either that the equipment or material meets appropriate designated standards or has been tested and found suitable for use in a specified manner.

NOTE: The means for identifying listed equipment may vary for each organization concerned with product evaluation, some of which do not recognize equipment as listed unless it is also labeled. The "authority having jurisdiction" should utilize the system employed by the listing organization to identify a listed product.

Loft Area. Any accessible partial floor level located above the main floor that provides either a habitable room or accessible loft space.

Low-Pressure Propane Systems. Propane vapor systems in which the working pressure is 14 inches water column or less.

Overfilling Prevention Device. A safety device that is designed to provide an automatic means to prevent the filling of a container in excess of the maximum permitted filling limit.

Pipe. Rigid conduit of iron, steel, copper, brass, aluminum, or plastic.

Piping. The tubing or conduit of the system. There are three general classes of piping as follows:

- (a) Branch (Lateral) Lines. Those sections of the piping system that serve a room or group of rooms on the same story of the facility.
- (b) Main Lines. Those parts of the system that connect the source (pumps, receivers, etc.) to the risers or branches, or both.
- (c) Risers. The vertical pipes connecting the system main line(s) with the branch lines on the various levels of the facility.

Porch. Porch shall refer to an exterior floor area, with or without a roof, that is not enclosed in any manner with the exception of guardrails and roof supports as defined in Chapter 5, Section 5-11.5 and 5-11.7.

Propane (Liquefied Petroleum Gas, LP-Gas, LPG) Any material having a vapor pressure not exceeding that allowed from commercial propane composed predominantly of the following hydrocarbons, either by themselves or as mixtures: propane, propylene, butane (normal butane or iso-butane), and butylene.

Pressure Relief Valve. A type of pressure relief device designed to both open and close to maintain internal fluid pressure. The term pressure relief valve also includes the following:

- (a) External Pressure Relief Valve. A pressure relief valve that is used on older domestic containers, on pressure relief valve manifolds, and for piping protection where all the working parts are located entirely outside the container or piping.
- (b) Flush-Type Full Internal Pressure Relief Valve. An internal pressure relief valve in which the wrenching section is also within the container connection, not including a small portion due to pipe thread tolerances on makeup.
- (c) Full Internal Pressure Relief Valve. A pressure relief valve for engine fuel and mobile container use in which all working parts are recessed within the container connection and the spring and guiding mechanism are not exposed to the atmosphere.
- (d) Internal Spring-Type Pressure Relief Valve. The exposed parts of the pressure relief valve have a low profile.

Readily Accessible. Able to be located, reached, serviced or removed without removing other components or parts of the apparatus and without the need to use special tools to open enclosures.

Park Model Recreational Vehicle.*(also known as Recreational Park Trailer). A single living recreational vehicle that is primarily designed and completed on a single chassis, mounted on wheels, to provide temporary living quarters for recreational, camping, or seasonal use, is certified by the manufacturer as complying with all applicable requirements of ANSI A119.5 and:

- (a) Has a gross trailer area not exceeding 400 square feet (37.15 square meters) in the setup mode or,
- (b) *If having a gross trailer area not exceeding 320 square feet (29.72 square meters) in the setup mode, has a width greater than 8.5 ft (2.59 meters) in the transport mode. (See APPENDIX A, Park Model Recreational Vehicle.)

Recreational Vehicle*. A vehicular type unit primarily designed as temporary living quarters for recreational, camping, travel or seasonal use, that either has its own motive power, or is mounted on, or towed by another vehicle. The basic entities are: camping trailer, fifth wheel trailer, motorhome, travel trailer and truck camper (see individual definitions, APPENDIX E).

Room Gross Floor Area. All floor area, wall-to-wall, enclosed by room walls where ceiling height is 5 ft, 0 in. or more, not including areas of hallways.

Shall. Indicates a mandatory requirement.

Tubing. Semi rigid conduit of copper, steel, aluminum, or plastic.

1-3.1 Other Definitions. Other definitions relating to heat-producing appliances are contained in NFPA 97M, *Standard*

Glossary of Terms Relating to Chimneys, Vents, and Heat-Producing Appliances.

1-4 Common Requirements.

1-4.1 Labels.

1-4.1.1 Labels required by Chapters 2, 3, 4 and 5 shall conform to ANSI Z535 Series Safety Alerting Standards.

1-4.1.2 These labels shall be mounted permanently affixed and compatible with the surface to which they are applied.

1-4.1.3 The signal word shall have letters a minimum of ¼ in. (6 mm) high and body text shall be a minimum of 1/8 in. (3 mm) high on a contrasting background.

1-4.2 Data Plate. A data plate shall be permanently attached to the unit in the vicinity of the electrical distribution panelboard or other readily accessible and visible location inside the Park Model RV. This data plate shall include a minimum of the following:

- (a) The name and address of the manufacturer of the unit
- (b) The serial number or VIN of the unit
- (c) The date of manufacture
- (d) The statement that the unit is designed to comply with requirements of ANSI A119.5 Standard for Park Model Recreational Vehicles.

This data plate shall be capable of being cleaned of ordinary smudges or household dirt without removing or obscuring the data contained. The manufacturer shall retain a copy of this data plate with their documentation file for the unit.

1-4.3 Vehicle Identification. All Park Model RVs that do not comply with the Code of Federal Regulations - CFR-49, Part 565 shall be required to have a seventeen-digit Vehicle Identification Number (VIN) permanently stamped or etched into or affixed with a separate plate or label to the main chassis frame member in a position that is as far forward as possible maintaining consumer visibility. This marking shall be no less than ¼ in. (6 mm) letter height and shall be affixed to the roadside rail, on the exterior side just after the hitch attachment or other location that will appear clearly and indelibly upon the exterior of the unit.

1-5 Electrical Requirements. All electrical installations, systems, and equipment shall comply with Article 552 and other applicable sections of NFPA 70, *National Electrical Code*®.

1-6 Prohibited Installations.

1-6.1 Gasoline and Diesel Fuel Systems. Park Model RVs shall not be equipped with gasoline or diesel fuel storage and fuel transfer or dispensing systems.

1-6.2 Internal Combustion Engine Generators. Park Model RVs shall not be equipped with internal combustion engine

generators or preparations for the later installation of an internal combustion engine generator.

1-6.3 Storage of Internal Combustion Engine Vehicles. Park Model RVs shall not provide or promote the ability to store internal combustion engine vehicles within its gross trailer area.

1-7 Use of International System of Units (SI). In some cases, SI equivalents to US units have been inserted in this standard. Where used, the conversions have been rounded to the number of digits commensurate with their intended precision. The way the SI units are used is in accordance with the NFPA Manual of Style. Alternate usage of US and SI units to determine distance, size (capacity), or dimensions shall not be used to regulate same. Where SI equivalents are not given, it is because the US units shall be employed by anyone enforcing this standard.

NOTE: SI stands for the International System of Units that is officially abbreviated SI in all languages. For full explanation see the Standard for Metric Practice (ASTM E380; ANSI Z210.1.)

CHAPTER 2 — FUEL SYSTEMS AND EQUIPMENT

2-1 Quality of Design and Installation. All design, construction and workmanship shall be in conformance with accepted engineering practices.

2-2 Propane Systems.

2-2.1 Maximum Cylinder Capacities. When propane cylinders are provided by the Park Model RV manufacturer, compliance with 2-2.1 through 2-2.8.3 is the responsibility of the Park Model RV manufacturer. When propane cylinders are not provided by the Park Model RV manufacturer, the manufacturer shall supply detailed instructions which specify materials, components, and installation methods necessary for field application of the propane supply system. These instructions shall be consistent with 2-2.1 through 2-2.8 (see 2-9.1.1). When propane fuel utilization equipment is installed by the Park Model RV manufacturer, the vehicle shall be permitted to be provided with one but not more than four non-permanently mounted cylinders having individual water capacities of 105 lb (47.6 kg) maximum (approximately 45 lb (20.4 kg) capacity).

2-2.2 Construction of Propane Cylinders. Cylinders shall be constructed and marked in accordance with the specifications for propane cylinders of the U.S. Department of Transportation (DOT).

2-2.3 Location of Propane Cylinders.

(1) Propane cylinders shall not be installed nor shall provisions be made for installing or storing any propane cylinders, even temporarily, inside any Park Model RV. Cylinders shall not be mounted on the exterior of the rear wall.

Exception: New propane cylinders that have never contained propane, supplied as original equipment, shall be permitted to be transported inside the Park Model RV.

- (2) Propane cylinders with their control valves shall be installed in compliance with one of the following:
- In a recess or compartment, other than on the roof, that is vaportight to the inside of the Park Model RV.
 - Mounted on the tongue or A-frame and not lower than the bottom of the trailer frame.

2-2.4 Securing of Propane Cylinders. Cylinders shall be secured in place so they will not become dislodged when a load equal to eight times the cylinder's filled weight is applied to the filled cylinder's center of gravity in any direction.

Exception: If the cylinders are supplied with the Park Model RV, but not installed, the Park Model RV manufacturer shall provide mounting instructions and the required materials with the Park Model RV. (See 2-2.1)

2-2.5 Propane Cylinder Enclosures.

2-2.5.1 Ventilation of Compartments Containing Propane Cylinders. Compartments shall be ventilated at or near the top and at the extreme bottom to facilitate diffusion of vapors. The compartment shall be ventilated with at least two vents having an aggregate free area equal to at least 1 in.² for each 7 lb (1 cm² per 500g) of the total propane fuel capacity of the maximum number of the largest cylinder(s) the compartment can hold. The vents shall be equally distributed between the floor and ceiling of the compartment. If the lower vent is located in the access door or wall, the bottom edge of the vent shall be flush with the floor level of the compartment. The top vent shall be located in the access door or wall with the bottom of the vent within 12 in. (305 mm) of the ceiling of the compartment. Vents shall have an unrestricted discharge to the outside atmosphere. Doors or panels providing access to valves shall not be equipped with locks or require special tools to open. Park Model RVs shall not be equipped with gasoline or diesel fuel storage, transfer or dispensing systems as identified in NFPA 1192 section 5.10, except as permitted under 2-3 and 2-5 of this standard.

2-2.5.2 Securing Propane Cylinder Housings. Doors, hoods, domes, housings (or portions of housings), and enclosures required to be removed or opened for replacement of cylinders shall incorporate means for clamping them firmly in place and to prevent them from working loose during transit. Hoods or housings covering valves shall not be equipped with locks or require special tools to open.

2-2.5.3 Fastenings for Propane Cylinders in Compartments. Cylinder compartments or carriers shall be provided with hold-down fastenings complying with 2-2.4 for as many cylinders as the carriers or compartments are capable of holding.

2-2.5.4 Elimination of Ignition Sources. Propane cylinders shall not be installed in compartments or under hoods or housings that contain flame- or spark-producing equipment.

2-2.6 Propane Cylinder Valves and Accessories.

2-2.6.1 Cylinder Appurtenances. Appurtenances such as safety relief devices, cylinder shutoff valves, automatic stop-fill devices, backflow check valves, internal valves, excess-flow check valves, fixed maximum liquid level gauges, pressure gauges and pressure regulators shall be listed.

2-2.6.2 Location of Cylinder Appurtenances. Pressure regulators, pressure gauges, cylinder shutoff valves and liquid level gauges shall be located so as to be accessible and visible for servicing and operation, as applicable.

2-2.6.3 Valves for Multiple Propane Cylinder Assembly Systems. Valves in a multiple propane cylinder assembly system shall be arranged so that replacement of cylinders can be made without shutting off the flow of gas to appliance(s).

NOTE: This provision is not to be construed as requiring an automatic changeover device.

2-2.6.4 Protection of Propane Cylinder Shutoff Valves. Cylinder shutoff valves shall be protected as follows:

- By setting into a recess of the cylinder to prevent possibility of their being struck if cylinder is dropped upon a flat surface, or
- By a ventilated cap or collar, fastened to the cylinder, capable of withstanding a blow from any direction equivalent to that of a 30 lb (13.6 kg) weight dropped 4 ft (1.2 m). Construction must be such that the blow will not be transmitted to the valve.

2-2.6.5 Propane Regulators. A listed two-stage regulator system or an integral two-stage regulator shall be required for vapor withdrawal systems. The regulator(s) shall have a capacity that is not less than the total input of all propane appliances installed in the Park Model RV. The regulator(s) shall be installed with the pressure relief vent opening pointing downward within 45° of vertical to allow for drainage of any moisture collected on the diaphragm. Regulator(s) installed below floor level shall be installed in a compartment that provides protection against the weather and wheel spray. The compartment shall be of sufficient size to permit tool operation for connection to and replacement of the regulator(s), shall be vaportight to the interior of the vehicle, shall have a 1 in.² (6.5 cm²) minimum vent opening to the exterior located within 1 in. (25 mm) of the bottom of the compartment, and shall not contain flame- or spark-producing equipment. The regulator vent outlet shall be at least 2 in. (51 mm) above the compartment vent opening. Regulators installed elsewhere and not installed in compartments as specified above shall be equipped with a durable cover [that will not become brittle at temperatures as low as -40° F (4.4° C) designed to protect the regulator vent opening from sleet, snow, freezing rain, ice, mud, and wheel spray. If the regulator is not mounted by the Park Model RV manufacturer, instructions for proper installation shall be supplied.

2-2.6.6 Propane Shutoff Valves and Excess Flow Valves.

A listed propane excess flow valve shall be provided in accordance with the following:

Cylinders shall require a manual shutoff valve for vapor service that will not allow gas to flow until a positive seal is achieved between that valve and its mating connection. The mating connection shall be listed to the requirements of ANSI/UL 2061 and installed with the regulator furnished with the Park Model RV as follows:

- The mating connection to the cylinder valve shall be furnished with a thermal element that will activate at a temperature range of 240°F to 300°F (116°C to 149°C) and will positively shut off the flow of gas from the cylinder valve.
- The mating connection to the cylinder valve shall also incorporate a listed excess flow valve that will close at a flow not greater than 200 ft.³/hour at 100 psi (5.66 m³/hr at 689 kPa) and has a bypass area that will not allow a flow greater than 10 ft.³/hour at 100 psi (0.28 m³/hr at 689 kPa).
- The mating connection to the cylinder valve shall be provided with a CGA 791 female connection that will not attach to a CGA 510 female POL connector.

A backflow check valve shall be included in all multiple cylinder systems by the use of a regulator with an integrated backflow check valve, or by installation of a backflow check valve anywhere from the cylinder outlet to the automatic changeover regulator inlet.

2-2.6.7 Overfilling Prevention Devices. Cylinders with a 4 lb through 45 lb propane capacity shall be equipped with a listed overfilling prevention device and a CGA 791 (Type 1, 1-5/16 in. Acme) outlet as described in Compressed Gas Association (CGA V1), *Compressed Gas Cylinder Valve Outlet and Inlet Connections*.

2-2.7 Pressure Relief Valve for Propane Cylinders and for Two-Stage Regulator Systems.

2-2.7.1 Propane Cylinder Pressure Relief Valves. Cylinders shall be provided with pressure relief devices as required by the regulations of the U.S. Department of Transportation. Cylinders shall have pressure relief valves in direct communication with the vapor space of the container.

2-2.7.2 Regulator Pressure Relief Valves. The second stage of a two-stage regulator system shall be equipped with one or both of the following:

- An integral pressure relief valve on the outlet pressure side having a start-to-discharge pressure within the limits specified in UL 144, *Standard for LP-Gas Regulators*. This pressure relief valve shall limit the outlet pressure of the second stage of a two-stage regulator system to 2.0 psi (14 kPa) when the regulator seat disc is removed and the inlet pressure to the regulator is 10.0 psi (69 kPa) or less as specified in UL 144.
- An integral overpressure shutoff device that shuts off the flow of propane vapor when the outlet pressure of the regulator reaches the overpressure limits specified in UL

144. Such a device shall not open to permit flow of gas until it has been manually reset.

2-2.7.3 Discharge from Propane Cylinder Pressure Relief Valves. Discharge from propane pressure relief valves shall be located in accordance with the following:

- (1) Discharge outlets installed outside a Park Model RV shall be so located that the discharge from the safety relief device shall not be less than 3 ft (0.9 m) measured horizontally along the surface of the vehicle from any of the following located below the level of such discharge:
 - (a) openings into the Park Model RV, and
 - (b) fuel-burning appliance intake and exhaust vents,

Exception: This section shall not apply to unventilated compartment doors containing either door or body side seals and entry doors not containing screens or openable windows below the level of the propane discharge outlet(s).

- (2) When the relief device outlets on cylinders are located in a compartment vapor-tight to the Park Model RV interior, discharge from these devices shall be considered to be located at the compartment vents and shall meet the location requirements of 2-2.7.3 (1).

2-2.8 Propane System Design and Service Line Pressures.

2-2.8.1 Propane System Design. Systems shall be of the vapor-withdrawal type.

2-2.8.2 Propane Vapor Pressure Maximum. Vapor, at a pressure not over 14 in. (3.49 kPa) water column, shall be delivered from the system into the gas appliance supply connection.

Exception: A fuel-burning appliance that operates at a pressure higher than 14 in. (3.49 kPa) water column shall be acceptable provided it meets all of the following:

- (1) *The appliance must provide for a separate fuel supply system or provide a means to prevent high pressure from entering the Park Model RVs low-pressure system.*
- (2) *The high pressure fuel system shall be located entirely on the exterior of the vehicle or in a compartment that is vaportight to the Park Model RVs interior.*
- (3) *Permanent exterior warning labels with the word "Warning: with a minimum ¼ in. (6 mm) high letters and body text with minimum ⅛ in. (3 mm) high letters on contrasting background shall be permanently attached to the appliance or appliance compartment and at the fuel source in a visible location indicating:*
 - (a) *the operating pressure;*
 - (b) *any special precautions to be taken while servicing; and*
 - (c) *a statement warning against connecting the appliance to any other fuel system or that fuel system to another appliance.*
- (4) *The fuel system shall be tested at six times its working pressure prior to its installation and at its working pressure after installation.*

- (5) *A two-stage regulator system is not required for the high pressure system.*
- (6) *Listed for use at the specified operating pressure.*

2-2.8.3 Mounting of Propane Cylinders. Cylinder openings for vapor withdrawal shall be located in the vapor space when the cylinder is in service or shall be provided with a suitable permanent internal withdrawal tube which communicates with the vapor space in or near the highest point in the cylinder when it is mounted in service position, with the vehicle on a level surface. Each cylinder shall be permanently and legibly stamped to show the correct mounting position. Stamping shall be ¼ in. (6 mm) minimum letter height. The method of mounting in place shall be such as to minimize the possibility of an incorrect positioning of the cylinder.

2-3 Fuel Oil Supply for Heat-Producing Appliances.

2-3.1 Gravity Flow Oil Tanks. Oil tanks installed for gravity flow of oil to heating equipment shall be installed so that the top of the tank is no higher than 8 ft (2.4 m) above the appliance oil control and the bottom of the tank is no less than 18 in. (457 mm) above the appliance oil control.

2-3.2 Mounting of Automatic Pumps. Listed automatic pumps (oil lifter) shall be mounted no higher than 8 ft (2.4 m) above the appliance oil control and not less than 18 in. (457 mm) above the appliance oil control.

2-3.3 Oil Supply Tank Affixed to Park Model RV. Oil supply tanks affixed to a Park Model RV shall be so located as to require filling and draining on the outside and shall be securely fastened in position in a place readily available for inspection.

2-3.4 Oil Supply Tank Located in Park Model RV Compartment. If the oil supply tank is located in a recess or compartment of a Park Model RV, the compartment shall be vaportight to the inside of the Park Model RV, shall be ventilated at the bottom to permit diffusion of vapors, and shall be isolated from oil absorption material members. A tank so installed shall be provided with an outside fill and vent pipe and an approved liquid level gauge.

2-3.5 Oil Supply Tank Shutoff Valves. A readily accessible, listed manual shut-off valve shall be installed at the outlet of an oil supply tank. The valve shall be installed to close against the supply.

2-3.6 Oil Filters. All oil tanks, except for integrally mounted tanks, shall be equipped with a listed oil filter or strainer located downstream from the tank shut-off valve. The fuel oil filter or strainer shall contain a sump with a drain for the entrapment of water.

2-4 Propane Piping Systems.

2-4.1 General. The requirements of this section shall govern the installation of all propane piping intended for carrying gas in the vapor state attached to any Park Model RV. None of the requirements listed in this section shall apply to the piping

supplied as a part of a listed appliance. Liquid withdrawal piping shall comply with the requirements of NFPA 58, *Liquefied Petroleum Gas Code* (see sections 5.11 and 6.11).

2-4.2 Propane Piping System Materials. Materials used for the installation, extension, alteration, or repair of any propane piping system shall be new and free from defects or internal obstructions. It shall not be permissible to repair defects in propane piping or fittings. Inferior or defective materials shall be removed and replaced with acceptable material. The system shall be made of materials having a melting point of not less than 1450°F (788°C), except as provided in 2-4.5, 2-4.6, 2-4.11 and 2-4.12, or of materials (used in piping or fittings) listed for the specific use intended. They may consist of one or more of the following materials:

- (1) Propane pipe shall be steel or wrought iron pipe complying with ASTM A53, *Specifications for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless*. Threaded copper or brass pipe in iron pipe sizes shall be permitted to be used.
- (2) Fittings for propane piping shall be wrought iron, malleable iron, steel, or brass (containing not more than 75 percent copper). Brass flare nuts shall be stress relieved or of the forged type.
- (3) Copper tubing shall be annealed Type K or L, conforming to ASTM B88, *Specifications for Seamless Copper Water Tube*, or shall comply with ASTM B280, *Specifications for Seamless Copper Tube for Air Conditioning and Refrigeration Field Service*. When used on systems designed for natural gas, such tubing shall be internally tinned.
- (4) Seamless brass tubing shall be composed of not more than 75 percent copper (cartridge brass 70 percent) and shall have a minimum thickness of 0.030 in. (0.76 mm).
- (5) Flexible nonmetallic tubing or hose shall be either listed and used with listed fittings, or part of a listed assembly.
- (6) Schedule 40 steel or wrought-iron pipe shall be permitted to be used where system gauge pressure is less than 125 psi (862 kPa).
- (7) Schedule 80 steel or wrought-iron pipe shall be used where system gauge pressure is 125 psi (862 kPa) or greater.

2-4.3 Propane Piping Design. Each Park Model RV requiring propane for any purpose shall be equipped with a propane piping system that is designed for propane only or with a natural gas piping system acceptable for propane.

2-4.4 Propane Pipe Sizing. Propane piping systems shall be sized so that the pressure drop to any appliance inlet connection from the propane supply connection or connections, when all appliances are in operation at maximum capacity, is not more than 0.5 in. (0.125 kPa) water column when used with natural gas if the system is designed for both natural and propane, or when used with propane if the system is designed for propane only. Conformance may be determined on the basis of test, or the gas piping system may be sized in accordance with one of the following Tables 2-4.4(a) through 2-4.4(d) or other approved method. The natural gas supply connection shall be not less than ¾ in. (19 mm) nominal pipe size.

NOTE: See APPENDIX B for further guidance on how to calculate gas piping size.

TABLE 2-4.4(a)
Sizing of Low-Pressure Gas Piping Systems Maximum Capacity of Iron Pipe Sizes in Thousands of BTU per Hour Combination of Propane/Natural Gas Systems

Nominal Iron Pipe Size (I.D.), Inches	Length of Piping in Feet						
	10	15	20	25	30	35	40
1/4	43	33	29	27	24	22	20
3/8	95	77	65	57	52	49	45
1/2	175	135	120	108	97	90	82
3/4	360	279	250	225	200	186	170
1	680	536	465	404	375	330	320

For SI Units: 1 in. = 25 mm; 1 ft = 0.3048 m.

TABLE 2-4.4(b)
Sizing of Low-Pressure Gas Piping Systems Maximum Capacity of Semi-Rigid Tubing in Thousands of BTU per Hour Combination of Propane/Natural Gas System

Tubing Size, Inches	Outside Diameter	Inside Diameter	Length of Pipe in Feet						
			10	15	20	25	30	35	40
3/8	3/8	1/4	27	21	18	16	15	14	13
1/2	1/2	3/8	56	42	38	34	31	28	26
5/8	5/8	1/2	113	86	78	70	62	59	53
3/4	3/4	5/8	197	157	136	122	109	99	93
7/8	7/8	3/4	280	227	193	172	155	141	132

For SI Units: 1 in. = 25mm; 1 ft = 0.3048 m.

TABLE 2-4.4(c)
Sizing of Low-Pressure Gas Piping Systems Maximum Capacity of Iron Pipe Sizes in Thousands of BTU per Hour Propane Systems

Nominal Iron Pipe Size (I.D.), Inches	Length of Piping in Feet						
	10	15	20	25	30	35	40
1/4	67	52	46	41	37	34	31
3/8	147	112	101	87	81	74	70
1/2	275	212	189	166	152	138	129
3/4	567	500	393	338	315	276	267
1	1071	1005	732	667	590	530	504

For SI Units: 1 in. = 25 mm; 1 ft = 0.3048 m.

TABLE 2-4.4(d)
Sizing of Low-Pressure Gas Piping Systems Maximum Capacity of Semi-Rigid Tubing in Thousands of BTU per Hour Propane Systems

Tubing Size, Inches		Length of Pipe in Feet						
Outside Diameter	Inside Diameter	10	15	20	25	30	35	40
3/8	1/4	39	32	26	23	21	19.5	19
1/2	3/8	92	72	62	56	50	45	41
5/8	1/2	199	159	131	118	107	94	90
3/4	5/8	329	249	216	193	181	154	145
7/8	3/4	501	380	346	300	277	246	233

For SI Units: 1 in. = 25mm; 1 ft = 0.3048 m.

2-4.5 Joints for Gas Pipe. Pipe joints in the piping system, unless welded or brazed, shall be screw joints that comply with ANSI B1.20.1, *Pipe Threads General Purpose (Inch)*. Right and left nipples or couplings shall not be used. Unions, if used, shall be of the ground joint type. The material used for welding or brazing pipe connections shall have a melting temperature in excess of 1000°F (538°C).

2-4.6 Gas Tubing Joints. Tubing joints shall be made with a single or double flare of 45° conforming to SAE J533 *Flares for Tubing* as recommended by the tubing manufacturer; or by means of listed vibration-resistant fittings; or the joints shall be brazed with a material having a melting point exceeding 1000°F (538°C). Brazing alloys shall not contain phosphorous. Sealants shall not be used on tubing joints. Ball sleeve or one-piece internal compression-type tubing fittings shall not be used.

NOTE: See also 2-5.5.

2-4.7 Pipe Joint Materials. Threaded joints shall be made uptight with approved pipe joint material, insoluble in liquefied petroleum gas, which shall be applied to the male threads only.

2-4.8 Routing and Protection of Tubing. Tubing shall not be run inside walls, floors, partitions, or roofs except that ¼ in. (6 mm) O.D. tubing shall be permitted to be concealed provided it is enclosed with a metallic covering of thickness equivalent to the thickness of the tubing enclosed. Where tubing passes through walls, floors, partitions, roofs, or similar installations, such tubing shall be protected by the use of weather-resistant grommets that shall snugly fit both the tubing and the hole through which the tubing passes. Tubing shall be routed to be protected from physical damage, sharp edges, and moving parts. Gas piping installed on the exterior of the Park Model RV shall be routed to preclude any interference with set-up and stabilizing devices.

2-4.9 Restrictions on Concealing Joints in Gas Pipe or Tubing. Pipe or tubing joints shall not be located in any floor, wall, partition, or similar concealed construction space. Pipe and tubing joints shall be permitted to be located in storage areas below the floor if they are located within 2 in. (51 mm)

of the compartment's ceiling with the tubing joints protected from physical damage. Pipe joints shall be permitted to be located below the 2 in. (51 mm) requirement if protected from physical damage. Unprotected tubing shall not be located in storage areas below the floor level. All piping and tubing joints shall be accessible for conducting the tests specified in 2-4.17 without the need to disconnect joints.

2-4.10 Gas Supply Connection Location. For propane only systems and for combination propane and natural gas systems, the supply connection shall be located at the cylinder location. When containers are not supplied the supply connection may be installed at any location on the perimeter within 18 in. (457 mm) of an outside wall.

2-4.11 Gas Supply Connectors.

2-4.11.1 Natural Gas Supply Connections. A listed minimum ½ in. (13 mm) nominal (I.D.) gas supply connector with ¼ in. (19 mm) NPT terminal fittings 6 ft (1.8 m) in length shall be supplied by the manufacturer when the fuel gas piping system is designed for the use of natural gas.

2-4.11.2 Propane Supply Connectors. Connectors used in propane systems shall be listed as conforming to UL 569, *Standard for Pigtails and Flexible Hose Connectors for LP-Gas* or UL 21 *LP-Gas Hose*.

2-4.11.3 High-Pressure Propane Connections.

- (1) If the regulator is not directly connected to a permanently mounted cylinder shutoff valve, it shall be connected to the cylinder shutoff valve by a listed high-pressure flexible hose connector or by material conforming to 2-4.2.
- (2) The connection between the shutoff valve of a cylinder intended to be removed and mounted on the tongue (A-frame) and a regulator mounted on a cylinder support bracket shall be made with a listed high-pressure flexible hose connector.
- (3) The connection between the shutoff valve of a cylinder intended to be removed and mounted on the tongue (A-frame) and a regulator permanently mounted other than as described in (2) above, shall be made with a listed high-pressure flexible hose connector.
- (4) The connection between the shutoff valve of a cylinder intended to be removed and mounted within a compartment shall be made with a listed high-pressure flexible hose connector if the regulator is not directly attached to the shutoff valve.

2-4.11.4 Low-Pressure Propane Connections. The connection between a regulator mounted on a cylinder support bracket or a regulator directly attached to the shutoff valve of a cylinder and the gas supply system shall be made with a listed flexible hose connector.

2-4.12 Appliance Connections.

2-4.12.1 General. Except as provided herein, all gas-burning appliances shall be connected to the fuel piping with materials as provided in 2-4.2.

Exception: A flexible connector or hose may be used to connect a gas appliance under the following conditions:

- (1) It is a listed flexible hose connector conforming to UL 569, *Standard for Pigtails and Flexible Hose Connectors for LP-Gas* or listed hose conforming to UL 21 *LP-Gas Hose*. It shall be permitted to pass directly through any floor, wall, ceiling, or partition provided the entire length of hose is readily available for visual inspection, provision is made to protect against chafing, and no part of the flexible hose connector is concealed in the hollow space of a wall or partition, or
- (2) On vehicles greater than 8 ft wide in the travel mode, it is a flexible metal appliance connector conforming to ANSI Z21.24, *Connectors for Gas Appliances* or ANSI Z21.45, *Flexible Connectors of Other Than All-Metal Construction for Gas Appliances*.

2-4.12.2 Exterior Appliances. A Park Model RV containing propane system or combination propane and natural gas system shall be permitted to be provided with a gas outlet to supply exterior appliances when installed on the exterior of the vehicle in accordance with the following:

- (1) Portions of the completed installation shall not project beyond the wall of the Park Model RV.
- (2) The outlet shall not be located less than 3 ft (0.9 m) from any appliance combustion air inlet.
- (3) The outlet shall be provided with an approved "quick disconnect" device, which shall be designed to provide a positive seal on the supply side of the gas system when the appliance is disconnected. A hand-operated shutoff valve shall be installed immediately upstream of the quick disconnect device and shall be accessible from the exterior of the vehicle. The complete device shall be provided as part of the original installation.
- (4) Protective caps or plugs for the "quick disconnect" device, when disconnected, shall be permanently attached to the Park Model RV adjacent to the device.
- (5) A tag shall be permanently attached to the outside of the exterior wall of the Park Model RV as close as possible to the gas supply connection. The tag shall indicate the type of gas and the BTUH capacity of the outlet and shall be legibly inscribed as follows:

THIS OUTLET IS DESIGNED FOR USE
 WITH (TYPE) AS PORTABLE APPLIANCES
 WHOSE TOTAL INPUT DOES NOT
 EXCEED _____ BTUH
 REPLACE PROTECTIVE COVERING
 OVER CONNECTING WHEN NOT IN USE.

2-4.13 Gas Shutoff Valves.

2-4.13.1 Type Authorized. Shutoff valves used in connection with gas piping shall be listed for use with propane and shall have non-displaceable rotors.

2-4.13.2 Appliance Shutoff Valves. A listed shutoff valve with non-displaceable rotors shall be installed in the fuel piping within the living space, within 6 ft (1.8 m) of a gas cooking stove and within 3 ft (0.9 m) of any other gas

appliance. Such valves shall be upstream of the appliance union or connector in addition to any valve on the appliance and shall be located to allow the replacement of the complete appliance gas piping assembly. Such shutoff valves may serve more than one appliance if located as required herein.

2-4-13.3 Quick Disconnect Devices. Quick disconnect devices used downstream of the propane regulator shall be listed for use with propane and for the specific environment (indoor, outdoor, or both) and shall not be capable of connection to the cylinder portion of a cylinder connection device. Quick disconnect devices shall have either integral shutoff or shall have a manual shutoff upstream, capable of operation from the same user position as the quick disconnect device.

2-4.14 Gas Inlet Cap.

- (1) Propane only and combination propane-natural gas systems with a single gas inlet shall be effectively covered when disconnected from the source of supply and not in use.
- (2) If either of the above systems has multiple gas supply inlets, each inlet shall be equipped with a threaded brass cap or equal to close the supply inlet when that inlet is not used.

2-4.15 Prohibiting Use of Gas Piping as Electrical Ground. Gas piping shall not be used for a grounding electrode.

2-4.16 Gas Pipe Hangers and Supports. All gas piping shall be supported at intervals of not more than 4 ft (1.2 m), except where adequate support and protection is provided by structural members. All pipe shall be rigidly anchored to a structural member within 6 in. (152 mm) of the supply connection(s) by galvanized, painted, or equivalently protected metal straps or hangers. All pipe shall be anchored within 6 in. (152 mm) of tubing connections at the end of pipe runs and within 12 in. (305 mm) of tubing connections within pipe runs.

2-4.17 Testing for Gas Leakage.

2-4.17.1 Before Appliances are Connected. Piping systems shall be proven by test to be leak-free by maintaining an air pressure of at least 6 in. mercury (20.7 kPa) or 3 psi (20.7 kPa) for a period of at least 10 minutes. Before the test is begun, the temperature of the air and of the piping shall be approximately the same, and a uniform temperature shall be maintained throughout the period. Leaks, if observed, shall be located and corrected. Defective material shall be replaced. Products that contain ammonia or chlorine shall not be used for testing. City water is not included in this ruling. Tests shall be conducted by either of the following methods:

- (1) Source of air pressure to the piping system shall be shut off. The pressure in the system shall be measured over a period of 10 minutes with a mercury manometer, slope gauge, or equivalent device, calibrated so as to be read in increments of not greater than 1/10 psi (0.7 kPa). During the 10-minute period, a drop in pressure shall not occur.

- (2) A bubble-type leak detector shall be installed between the source of air pressure and the piping system. The bubble detector shall not indicate any air flow for a period of 1 minute.

2-4.17.2 After Appliances are Connected. When appliances are connected to the piping system, the entire piping system shall be proven by test to be leak free by maintaining an air pressure of not less than 8 in. water column (1.99 kPa) nor more than 14 in. (3.5 kPa) water column. Before the test is begun, the temperature of both air and piping shall be approximately the same, and uniform temperature shall be maintained throughout the test period. Leaks, if observed, shall be located and corrected. Products containing ammonia or chlorine shall not be used for testing. Defective material shall be replaced. Tests shall be conducted by any of the following methods:

- (1) The entire system shall be pressurized to not less 8 in. (1.99 kPa) water column nor more than 14 in. (3.5 kPa) water column, the appliance shutoff valves shall be closed and the system shall be isolated from all sources of pressure. When the test gauge is installed downstream of an appliance regulator, before the test is begun, open one valve and lower the pressure to 8 in. \pm 0.5 in. water column (1.99 kPa \pm 0.5 kPa) water column so that the appliance regulator is in an open condition. The pressure in the system shall be measured over a period of 3 minutes with a manometer or with a pressure-sensing device designed and calibrated to read, record, or indicate a pressure loss due to leakage during the pressure test period. During the 3-minute period, a drop in pressure shall not occur.
- (2) A bubble-type leak detector shall be installed between the source of air pressure and the piping system. The bubble detector shall not indicate any airflow for a period of 1 (one) minute.
- (3) As an alternate test, the appliance connections shall be tested for leaks with either soapy water or bubble solution.

2-5 Fuel Oil Piping Systems.

2-5.1 General. The requirements of this section shall govern the installation of all fuel oil piping attached to any Park Model RV. None of the requirements listed in this section shall apply to the piping in the appliance(s).

2-5.2 Oil Piping System Materials. All materials used for the installation, extension, alteration, or repair of any oil piping system shall be new and free from defects or internal obstructions. Oil piping system materials shall be made of materials having a melting point of not less than 1450°F (788°C) except as provided in 2-5.4. Oil piping system materials shall be permitted to consist of one or more of the following materials:

- (1) Pipe shall be steel or wrought-iron pipe complying with ANSI/ASTM A53, *Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless*, Threaded copper or brass pipe in iron pipe sizes shall be permitted to be used;

- (2) Fittings for oil piping shall be wrought iron, malleable iron, steel, or brass (containing not more than 75 percent copper);
- (3) Copper tubing shall be annealed Type K or L conforming to ASTM B88, *Standard Specifications for Seamless Copper Water Tube*, or shall comply with ASTM B280, *Specifications for Seamless Copper Tube for Air Conditioning and Refrigeration Field Service*;
- (4) Seamless brass tubing shall have a minimum wall thickness of 0.030 in. (0.762 mm); or
- (5) Steel tubing shall have a minimum wall thickness of 0.049 in. (1.24 mm), conforming to ASTM A539, *Standard Specifications for Electric-Resistance Welded Coiled Steel Tubing for Gas and Fuel Oil Lines*, and shall be externally protected from corrosion.

2-5.3 Size of Oil Piping. The minimum size of all fuel oil tank piping connecting outside tanks to the appliance shall be not less than $\frac{3}{8}$ in. O.D. copper tubing or $\frac{1}{4}$ in. IPS. In those cases where No. 1 fuel is used with a listed automatic pump (fuel lifter), $\frac{1}{4}$ in. O.D. copper tubing shall be permitted to be used if specified by the pump manufacturer.

2-5.4 Oil Piping Joints. All pipe joints in the piping system, unless welded or brazed, shall be screw joints that comply with ANSI B1.20.1, *Pipe Threads General Purpose (Inch)*. The material used for welding or brazing pipe connections shall have a melting temperature in excess of 1000°F (538°C).

2-5.5 General Specifications for Flared Oil Tubing Joints. Flared oil tubing joints shall be in accordance with the following:

- (1) After cutting, tubing ends shall be internally reamed prior to flaring.
- (2) Flares shall be square with the axis of the tubing within one-half degree.
- (3) Flares shall be free from loose scale, burrs and cracks. Seating surfaces shall be smooth and free from pit marks.

NOTE: See also 2-4.6.

2-5.6 Oil Pipe Joint Compound. Screw joints shall be made uptight with approved pipe joint compound, or other approved material, which shall be applied to the male threads only.

2-5.7 Couplings for Oil Piping. Where it is necessary to join sections of screw piping, right and left nipples and couplings shall not be used. Ground joint unions shall be permitted to be installed at appliance inlet connections.

2-5.8 Slope of Oil Piping. Fuel oil piping installed in conjunction with gravity feed systems to oil heating equipment shall slope in a gradual rise upward from a central location to both the oil tank and the appliance in order to eliminate air locks.

2-5.9 Strap Hangers for Oil Piping. All oil piping shall be adequately supported by galvanized, painted, or equivalently protected metal straps or hangers at intervals of not more than 4 ft (1.2 m), except where adequate support and protection is

provided by structural members. Iron pipe oil supply connection(s) shall be rigidly anchored to a structural member within 6 in. (152 mm) of the supply connection(s). Iron piping shall be anchored within 6 in. (152 mm) of tubing connections at the end of the pipe runs and within 12 in. (305 mm) of tubing connections within runs.

2-5.10 Testing for Oil System Leakage. Before setting the system in operation, tank installations and piping shall be checked for oil leaks with fuel oil of the same grade that will be burned in the appliance. No other material shall be used for testing fuel oil tanks and piping. Tanks shall be filled to a maximum capacity for the final check for oil leakage.

2-6 Fuel-Burning Appliances.

2-6.1 General.

2-6.1.1 Listing Requirements. Heat-producing appliances and vents, roof jacks, and chimneys necessary for their installation shall be listed or certified by a recognized agency. Combination heating and air conditioning units and heating units shall be listed or certified by a recognized agency for the application for which the unit is intended. Appliances listed for use in manufactured homes (mobile homes) or recreation vehicles shall be permitted to be installed in Park Model RVs.

2-6.1.2 Basic Venting Requirements. Fuel-burning heat-producing and refrigeration appliances, except illuminating appliances, ranges, and ovens, shall be of the vented type and vented to the outside.

2-6.1.3 Gas Appliance Fuel Utilization. Gas appliances shall be listed for use with propane only or for use with both natural gas and propane (convertible from natural gas to propane and vice versa).

2-6.1.4 Conversion of Appliances. Fuel-burning appliances shall not be converted from one fuel to another unless converted in accordance with the terms of their listings and the appliance manufacturer's instructions.

2-6.1.5 Controls for Regulation of Interior Temperature. Each space heating, cooling, or combination heating and cooling system shall be provided with at least one readily adjustable automatic control for regulation of interior temperature.

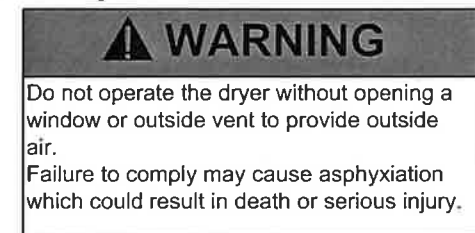
2-6.2 Clothes Dryers.

2-6.2.1 Exhaust Duct System. All gas and electric clothes dryers shall be exhausted to the outside by a moisture-lint exhaust duct and termination fitting. When the clothes dryer is supplied by the manufacturer, the exhaust duct and termination fittings shall be provided by the manufacturer. If the exhaust duct system is not completely installed at the factory, a moisture-lint exhaust duct system shall be roughed in and installation instructions provided in accordance with 2-6.2.3 and 2-6.2.4.

- (1) A clothes dryer moisture-lint exhaust duct shall not be connected to any other duct, vent or chimney.

- (2) The exhaust duct shall be of sufficient length so as not to terminate beneath the Park Model RV.
- (3) Moisture-lint exhaust ducts shall not be connected with sheet metal screws or other fastening devices which extend into the interior of the duct.
- (4) Moisture-lint exhaust duct and termination fittings shall be installed in accordance with the appliance manufacturer's printed instructions.

2-6.2.2 Prevention of Negative Pressure in Park Model RV. Fuel-burning clothes dryers shall receive their combustion air and drying air from outside the vehicle and shall exhaust the combustion products and drying air to the outside. If electric dryers receive the drying air from inside the vehicle, a label in accordance with section 1-4.1 shall be posted on or near the dryer in a conspicuous location which shall read:



2-6.2.3 Provisions for Future Installation of a Gas Clothes Dryer. A Park Model RV may be provided with gas piping to facilitate a future gas clothes dryer installation by the owner provided it complies with the following provisions:

- (1) Its gas outlet shall be provided with a shutoff valve, the outlet of which is closed by threaded pipe plug or cap;
- (2) Its gas outlet shall be permanently labeled to identify it for use only as the supply connection for a gas clothes dryer;
- (3) A moisture-lint exhaust duct system shall be roughed in by the manufacturer. The manufacturer shall provide written instructions to the owner on how to complete the exhaust duct installation in accordance with provisions of 2-6.2.1.

2-6.2.4 Provisions for Future Installation of an Electric Clothes Dryer. When wiring is installed to supply an electric clothes dryer for future installation by the owner, the manufacturer shall:

- (1) Provide a roughed in moisture-lint exhaust duct system;
- (2) Install a receptacle for future connection of the dryer;
- (3) Provide written instructions on how to complete the exhaust duct installation in accordance with the provisions of 2-6.2.1.

2-6.2.5 Clothes Dryers Installed in Closets or Alcoves. Each clothes dryer installed in closets or in alcoves shall be listed as suitable for such installation. Closets containing clothes dryers shall have ventilation openings sized in accordance with the appliance manufacturer's installation instructions.

2-6.3 Installation of Fuel-Burning Appliances.

2-6.3.1 General Installation Requirements. The installation of each appliance shall conform to the terms of its listing and the appliance manufacturer's installation instructions. Floor-

mounted fuel-burning appliances shall not be installed on carpeting unless the appliance is listed for such installation. Every appliance shall be secured in place to avoid displacement.

2-6.3.2 Requirement for Direct Vent System Appliances.

All fuel-burning appliances, except ranges, ovens, illuminating appliances, clothes dryers, solid fuel-burning fireplaces and fuel-burning fireplace stoves, shall be designed and installed to provide for the complete separation of the combustion system from the interior atmosphere of the Park Model RV. Combustion air inlets and flue gas outlets shall be listed as components of the appliance. The required separation shall be permitted to be obtained by:

- (1) The installation of direct-vent system (sealed combustion system) appliances, or
- (2) The installation of appliances within enclosures so as to separate the appliance combustion system and venting system from the interior atmosphere. There shall not be any door, removable access panel, or other opening into the enclosure from the inside of the Park Model RV. Any opening for ducts, piping, wiring, etc., shall be sealed.

Exception: A fuel-burning appliance need not be of the direct vent type provided that it conforms to all of the following:

- (a) It is a vented appliance.
- (b) It incorporates provisions for introduction of combustion air from outside the vehicle.
- (c) It incorporates a safety control system that will prevent burner operation under any operating conditions that would allow products of combustion to discharge into the interior of the Park Model RV.
- (d) It incorporates provisions either integral with the appliance design or by use of a safety control system(s) to protect against ignition of flammable materials which could come in contact with any heat source or part of the appliance.
- (e) It is listed for recreational vehicle installation and is installed within the terms of the listing.

2-6.3.3 Arrangement of Air Supply/Return to Appliances.

- (1) A forced-air appliance and its return-air system shall be designed and installed so that negative pressure created by the air-circulating fan cannot affect its or another appliance's combustion air supply or act to mix products of combustion with circulating air.
- (2) The air-circulating fan of a furnace installed in an enclosure with another fuel-burning appliance shall be operable only when any door or panel covering an opening in the furnace fan compartment or in a return air plenum or duct is in the closed position.

NOTE: This does not apply if both appliances are direct-vent system (sealed combustion system) appliances.

- (3) If a warm-air appliance is installed within an enclosure to conform to 2-6.3.2(b), each warm-air outlet and each return-air inlet shall extend to the exterior of the enclosure. Ducts, if used for that purpose, shall not have any

openings within the enclosure and shall terminate at a location exterior to the enclosure.

- (4) Cooling coils installed as a portion of, or in connection with, any forced-air furnace shall be installed on the downstream side unless the furnace is specifically otherwise listed.
- (5) A cooling coil shall not be located in the air discharge duct or plenum of any forced-air furnace unless such furnace is listed for use with a cooling coil or listed for operation at not less than 0.5 in. (0.125 kPa) water column external static pressure.
- (6) If a cooling coil is installed within a forced-air furnace, the coil shall be listed for use with that furnace in the manner so installed or be approved for such use.
- (7) When an external heating appliance or combination cooling/heating appliance is to be applied to a Park Model RV, the manufacturer shall make provision for proper location of the connection to the Park Model RV supply system. This preparation shall include a pull wire or pre-wiring for a thermostat at the proper location.
- (8) The installation of a self-contained air conditioner comfort cooling appliance that utilizes ducts common to the heating system shall meet the following requirements:
 - (a) The installation of a duct common with an installed heating appliance shall require the installation of an automatic damper or other means to prevent the cooled air from passing through the heating appliance unless the heating appliance is certified or listed for such application and the supply system is intended for such an application.
 - (b) The installation shall prevent the flow of heated air into the external cooling appliance and its connecting ducts to the Park Model RV supply and return-air system during the operation of the heating appliance installed in the Park Model RV.
 - (c) The installation shall prevent simultaneous operation of the heating and cooling appliances.

2-6.4 Venting, Ventilation and Combustion Air.

2-6.4.1 Methods of Accomplishing Venting. The venting as required by 2-6.1.2 shall be accomplished by one or more of the methods given in (1) and (2) below:

- (1) An integral vent system listed or certified as part of the appliance.
- (2) A venting system consisting entirely of listed components, including roof jack, installed in accordance with the terms of the appliance listing and the appliance manufacturer's instructions (see 2-6.3.2).

2-6.4.2 Installation of Venting and Combustion Air Systems. Venting and combustion air systems shall be installed in accordance with the following:

- (1) Components shall be securely assembled and properly aligned using the method shown in the appliance manufacturer's instructions.
- (2) Draft hood connectors shall be firmly attached to draft hood outlets or flue collars by sheet metal screws, their

equivalent, or as specified in the manufacturer's installation instructions.

- (3) Every joint of a vent, vent connector, exhaust duct, and combustion air intake shall be secure and in alignment.

2-6.4.3 Location of Flue Gas Outlets of Fuel-Burning Heating Appliances. Flue gas outlets from fuel-burning heating appliances shall be not less than 3 ft (0.9 m) from any motor-driven air intake discharging into habitable areas of the Park Model RV. Flue gas outlets shall not terminate underneath a Park Model RV. Flue gas outlets shall not terminate within 36 in. (914 mm) vertically under an expandable portion of a Park Model RV.

2-6.4.4 Ventilation of Areas Accommodating Fuel-Burning Cooking Appliances. The space where any fuel-burning cooking appliance is located shall be ventilated by a gravity or mechanical vent extending through the roof to the outside. Where a combination gravity/mechanical vent is installed, both operations shall comply. A gravity vent shall have a free, clear, openable area not less than 1 in.² for every 2000 Btu/hr (11 cm²/1000W) rated input of the appliance(s). The location of the vent shall be in the roof within 5 ft (1.5 m) of any point directly above and provide unobstructed flow from the cooking appliances. Vent hood ducts shall be designed so that the duct outlet is located at such a point as to preclude the trapping of products of combustion.

Exception No. 1: Hooded gravity vents located directly above the appliance are permitted to exhaust through the sidewall. (See 2-6.8.2.)

Exception No. 2: Mechanical vents (exhaust fans) having a flow rating of 2 ft³/min (0.19 m³/min) for every 1000 Btu/hr (1000 W) rated input of the appliance shall be permitted to be located on an adjacent wall higher than the appliance within a horizontal distance of not more than 5 ft (1.5 m) from the nearest edge of the appliance.

2-6.5 Marking Appliances (Installation and Operational Features).

2-6.5.1 Clearances, Input Ratings, Lighting and Shutdown. Information on clearances, input rating, lighting, and shutdown shall be attached to the appliances with the same permanence as the nameplate, and so located that it is easily readable when the appliance is properly installed.

2-6.5.2 Type(s) of Fuel. Each fuel-burning appliance shall bear the appliance manufacturer's permanent marking designating the type(s) of fuel for which it is listed. If listed and installed for use with either propane or natural gas, the appliance manufacturer's instructions regarding conversion from one fuel to the other shall be attached to the appliance with the same permanence as the nameplate.

2-6.6 Accessibility for Service/Operation. Every appliance shall be accessible for inspection, service, repair, and replacement without removing permanent construction, or other fuel-burning appliances. Sufficient room shall be available to enable the operator to operate the controls, start

the appliance, and observe the ignition, for those appliances where the appliance manufacturer requires such procedure.

2-6.7 Location of Heat-Producing Appliances. Heat-producing appliances shall be so located that doors, drapes, or other such material cannot be placed or swung closer to the appliance than the clearances specified on the labeled appliances. When used, privacy curtains that can be placed or swung closer to a cooktop/range or wall furnace than the clearances specified on the labeled appliance shall be in accordance with the following:

- (1) The privacy curtains shall be installed so that they can be secured outside the defined clearance area(s).
- (2) A label in accordance with section 1-4.1 shall be affixed in a visible location adjacent to the appliance(s) and shall read as follows:



2-6.8 Clearances of Heat-Producing Appliances.

2-6.8.1 Clearances between heat-producing appliances and adjacent surfaces shall be not less than as specified in the terms of their listing.

2-6.8.2 Clearance spaces shall be framed-in or guarded to prevent creation of storage space within the clearance specified.

2-6.8.3 The only exception to framing-in or guarding such spaces will be those necessary to allow access to shutoff valves or controls in order to comply with 2-4.9 and 2-6.3.1, in which case, the unguarded area must have a label in accordance with section 1-4 affixed in a visible location adjacent to the applicable appliance(s) and shall read as follows:



2-6.8.4 Vertical Clearances of Ranges. Ranges shall have a vertical clearance between the cooking top and combustible material or metal cabinets in accordance with Table 2-6.8.2 or the terms of their listings.

Exception: Range covers.

Table 2-6.8.2 Vertical Clearances to Combustible Material or Metal Cabinets

Type of Protection to Combustible Material or Metal Cabinets Above Range	Top Burner Rating	Oven Burner Rating	Oven Burner Rating	Vertical Clearance Required Above Range Top	
		Btu/hr	W	in.	mm
1. No protection required	Any combination, number, or input	Any	Any	30	762
2. 1/4 in. (6 mm) thick minimum insulating millboard covered with 28 U.S. gauge sheet metal extending 9 in. (229 mm) beyond the sides of the range and covering the entire bottom of the material to be protected extending over the top of the range. In lieu of 28 gauge sheet metal, a hood of 28 U.S. gauge sheet metal shall be permitted to be used. Hood shall be not less than the width of the range and shall be centered over the range and cover the entire bottom of the material to be protected	Any combination, number, or input	Any	Any	24	610
3. Range hood 28 U.S. gauge, with minimum 2 in. (51 mm) vertical sides and provided with a bead or flange around top of hood to provide a minimum 1/4 in. (6 mm) dead air space between hood and protected material. Hood shall be not less than the width of the range and shall be installed centered over the range and cover the entire bottom of the material to be protected, extending over the top of range	Not more than four top burners – input not to exceed 6,000 BTUH (1758 W) each – or not more than three top burners – two burners input not to exceed 7,000 BTUH (2051 W) each and one burner input not to exceed 10,000 BTUH (2931 W).	10,000	2931	19 1/2	495
	Not more than four top burners – input not to exceed 9,000 BTUH (2638 W) each.	24,000	7034	20 3/4	527
	Two rear burners – input not to exceed 9,000 BTUH (2638 W) each and two front burners – input not to exceed 12,000 BTUH (3517 W) each.	22,000	6448	23 1/2	597
4. Same as No. 3 except no dead air space clearance provided.	Not more than four burners – input not to exceed 9,000 BTUH (2638 W) each.	22,000	6448	23	

2-7 Circulating Air Systems.

2-7.1 Supply System Duct Materials.

(1) Air supply ducts shall be made of galvanized steel, tin-plated steel, aluminized steel or aluminum, or made of Class 0 or Class 1 listed air ducts or air connectors as tested in accordance with UL 181, *Standard for Safety Factory-Made Air Ducts and Air Connectors*. A duct system integral with the structure shall be of durable construction that can be demonstrated to be equally resistant to fire and deterioration. Air ducts and plenums constructed of sheet metal shall be in accordance with Table 2-7.1

**TABLE 2-7.1
Minimum Metal Thickness for Ducts*
For SI Units: 1 in. = 25 mm**

	Diameter	OR	Width
	14 in. or less		Over 14 in.
Round Exposed	0.013 in.		0.016 in.
Enclosed Rectangular or Round	0.0013 in.		0.016 in.
Exposed Rectangular	0.016 in.		0.019 in.

* When “nominal” thickness are specified, 0.003 in. shall be added to these “minimum” metal thickness.

(2) Ducts for External Appliances When Supplied:

- (a) Air ducts used for connecting external heating, cooling, or combination heating/cooling appliances to the supply system and return air system shall be listed by a recognized agency. Ducts applied to external heating appliances or combination heating/cooling appliance supply system outlets shall be constructed of metal in accordance with Table 2-7.1 or shall be listed Class 0 or Class 1 air ducts for those portions of the duct closer than 2 ft (0.6 m) from the outer casing of the appliance.
- (b) Ducts applied to external appliances or exposed directly to the outside air shall be insulated with material having a minimum thermal resistance of R4 with a continuous vapor barrier having a perm rating of not more than 1 perm and shall be resistant to deteriorating environmental effects including but not limited to ultraviolet rays, cold weather, or moisture, and shall be resistant to insects and rodents.

2-7.2 Sizing of Supply Ducts. Ducts shall be designed so that when a labeled forced-air furnace is installed and operated continually at its normal input rating in the Park Model RV, with all registers in full open position, the static pressure measured in the duct plenum shall not exceed that shown on the label of the appliance. When an air-cooling coil is installed in the system, the total static pressure of the coil and the system shall not exceed that shown on the label of the appliance. The minimum dimension of any branch duct shall be at least 1 1/2 in. (38 mm) and of any main duct, 2 1/2 in. (64 mm).

2-7.3 Supply Duct System Test. A supply duct system shall be considered substantially airtight when the static pressure in the duct plenum with all registers sealed and with the furnace air circulator at high speed, is at least 80 percent of the static pressure measured in the duct plenum with its outlets sealed and the furnace air circulator operating at high speed. Pressures shall be measured with a water manometer or equivalent device calibrated to read in increments not greater than 1/10 in. (0.025 kPa) water column. The internal static pressure of the forced-air furnace air delivery system shall comply with the furnace manufacturer’s instructions.

2-7.4 Return Air System Air Openings. Provisions shall be made to permit the return of circulating air from all rooms and living spaces to the circulating air supply inlet of the furnace, except that toilet rooms shall not be required to have return air openings.

2-7.5 Return Air Duct Materials. Return air ducts and diverting dampers, if used, shall be in accordance with the following:

- (1) Portions of return air ducts directly above the heating surfaces, or closer than 2 ft (0.6 m) from the outer jacket or casing of the furnace, shall be constructed of metal in accordance with 2-7.1 or shall be listed Class 0 or Class 1 air ducts.
- (2) Return air ducts, except as required in (1) above, shall be constructed of 1 in. (25 mm), nominal, wood boards (flame spread classification of not more than 200), or other suitable material no more combustible than 1 in. (25 mm) board. The interior of such combustible ducts (ducts of material other than as specified in 2-7.1) shall be lined with noncombustible material at points where there might be danger from incandescent particles dropped through the register or from the furnace, such as directly under the floor registers and bottom of vertical ducts or directly under furnaces having bottom return.

2-7.6 Sizing of Return Air Ducts. The cross-sectional area of the return air duct shall not be less than 2 in.² for each 1000 BTUH (44 cm²/1000 W) input rating of the appliance. A complete ducted heating system need not comply with this return air duct sizing requirement if the numerical total of the static pressure at the inlet and the outlet of the appliance is equal to or less than that shown on the label of the appliance. Example: Supply Duct Static Pressure +0.10 in. water column and Return Air Duct Static Pressure -0.04 in. water column. Numerical Total is 0.14 in. water column static pressure. Dampers shall not be placed in any return air duct, except that a diverting damper may be placed in a combination fresh air intake and return air duct so arranged that the required cross-sectional area will not be reduced at all possible positions of the damper.

2-7.7 Return Air Duct Permanent Unclosable Openings. Living areas not served by return air ducts and closed off from the return opening of the furnace by doors, sliding partitions, or other means shall be provided with permanent unclosable openings in the doors or separating partitions to allow circulated air to return to the furnace. Such openings may be

grilled or louvered. The net free area of each opening shall be not less than 1 in.² (6.5 cm²) for every 5 ft.² (0.46 m²) of total living area closed off from the furnace by the door or partition serviced by that opening. Undercutting doors connecting the closed-off area may be used as a means of providing return air area. However, in the event that doors are undercut, no more than one-half of the free air area provided shall be considered return air area.

2-7.8 Air Duct Joints and Seams. Joints and seams of ducts shall be securely fastened and made substantially airtight. Slip joints shall have a lap of at least 1 in. (25 mm) and shall be individually fastened. Tape or caulking compound shall be permitted to be used for sealing mechanically secure joints. Where used, tape or caulking compound shall not be subject to deterioration under long exposures to temperatures up to 200°F (93.4°C) and to conditions of high humidity, excessive moisture, or mildew.

2-7.9 Air Duct Supports. Ducts shall be securely supported as recommended by the duct manufacturer, by metal straps or by the Park Model RV structure.

2-7.10 Air Duct Registers or Grills. Fittings connecting the registers or grills to the duct system shall be constructed of metal or material that complies with the requirements for Class 0, or Class 1 air ducts under UL 181, *Standard for Safety Factory-Made Air Ducts and Air Connectors*. Registers or grills shall be constructed of metal or conform with the following:

- (1) Registers or grills shall be made of a material classified 94 V-0 or 94 V-2 when tested as described in UL 94, *Standard for Safety Test for Flammability of Plastic Materials for Parts in Devices and Appliances*.
- (2) Registers or grills made of wood shall conform to the requirements of 49 CFR 571.302 of Federal Motor Vehicle Safety Standard No. 302, "Flammability of Interior Materials."
- (3) Floor registers or grills shall resist without structural failure a 200 lb (91 kg) concentrated load on a 2 in. (51 mm) diameter disc applied to the weakest area of the exposed face of the register or grill. For this test the register or grill is to be at a temperature of not less than 165°F (74°C) and is to be supported in accordance with the manufacturer's instructions.

Exception: This section shall not apply to ducted roof top air conditioning systems with heat strips or heat pumps where the system does not exceed 175°F (80°C) when tested in accordance with UL 484, Standard for Room Air Conditioners.

2-7.11 Penetration of Air Supply Ducts by Piping or Wiring. Air supply ducts shall not be penetrated by piping or by wiring except as permitted by section 300.22(B) of the National Electrical Code NFPA 70.

2-8 Comfort-Cooling Appliances.

2-8.1 Comfort Cooling Appliances Required. Air conditioning units or combination air conditioning and heating units when installed shall be listed for the application for which the unit is intended and installed in accordance with the terms of its listing.

2-8.2 Heat Pumps. Heat pumps when installed shall be listed in the ARI Directory of Certified Unitary Heat Pumps or certified to comply with the requirements of ARI Standard 240-74, *The Standard for Unitary Heat Pump Equipment*. A control shall be provided and set to prevent operation of supplemental electrical resistance heat at outdoor temperatures above 40°F, except for defrost operation.

2-8.3 Securing of Appliances. Appliances shall be secured in place to avoid displacement and movement from vibration and road shock.

2-8.4 Location of Appliance Rating Plate. The appliance rating plate shall be located so that it is easily readable when the appliance is installed.

2-8.5 Accessibility of Installed Appliances. Every installed appliance shall be accessible for inspection, service, repair, and replacement without removing permanent construction.

2-9 Consumer Information.

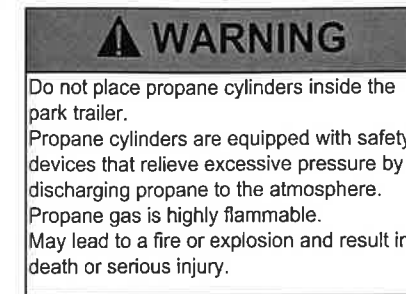
2-9.1 Required Information.

2-9.1.1 Installation Instructions for Propane Supply Systems. When propane cylinders are not provided by the Park Model RV manufacturer, instructions shall be provided for installation methods, material and components for field application of the propane supply system. These instructions shall be consistent with 2-2.1 through 2-2.8.3.

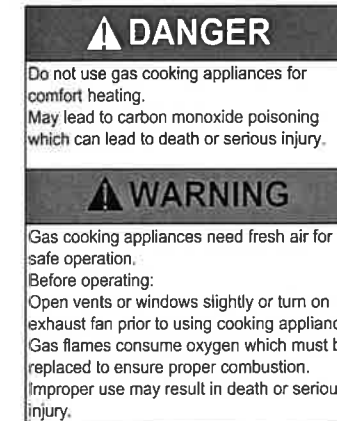
2-9.1.2 Instructions for Appliances. Operating instructions shall be provided for each appliance, including air-conditioning appliances.

2-9.1.3 Owner's Manual. Each Park Model RV shall be provided with an owner's manual in English that shall contain as a minimum the information contained in 2-9.1.3 (A) through (G).

(A) The following warning label:

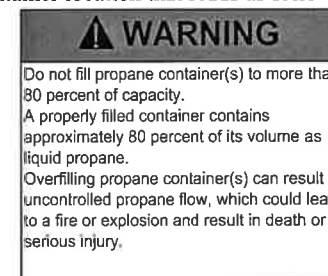


(B) The following label has been located in the cooking area to remind the user to provide a supply of fresh air for combustion:



Unlike homes, the amount of oxygen supply is limited due to the size of the Park Model RV, and proper ventilation when using the cooking appliance(s) will avoid dangers of asphyxiation. It is especially important that cooking appliances not be used for comfort heating as the danger of asphyxiation is greater when the appliance is used for long periods of time.

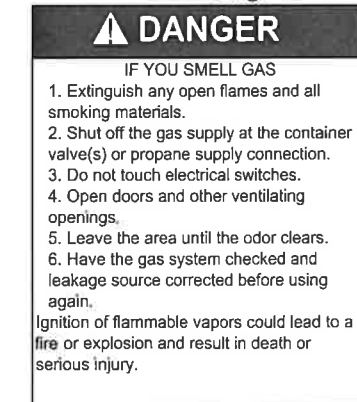
(C) A warning label shall be located near the propane container location that reads as follows:



(D) A warning that portable fuel-burning equipment, including wood and charcoal grills and stoves, shall not be used inside the Park Model RV. The use of this equipment inside the Park Model RV can cause fires or asphyxiation.

(E) A warning that states not to bring or store propane containers, gasoline, or other flammable liquids inside the Park Model RV because a fire or explosion can result.

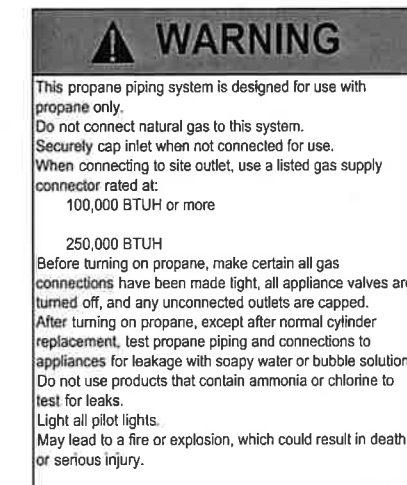
(F) The following warning label has been placed in the Park Model RV near the range area:



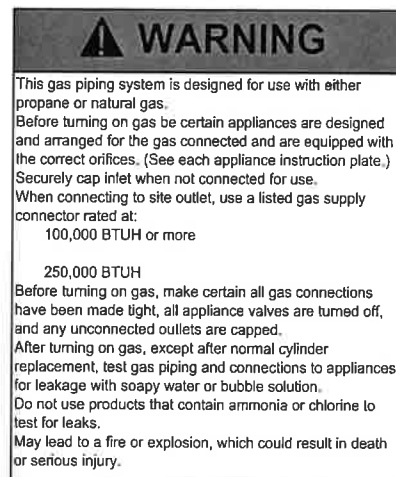
(G) The owner's manual shall inform the owner that propane regulators must always be installed with the regulator vent facing downward and that regulators that are not in compartments have been equipped with a protective cover; owners must make sure that the regulator vent faces downward and that the cover is kept in place to minimize vent blockage that could result in excessive propane pressure causing fire or explosion.

2-9.2 Required Markings.

2-9.2.1 Identification of Gas Supply Connections. Each Park Model RV shall have in a visible location at or near each gas supply connection or at the end of the piping, an exterior label in accordance with 1-4.1 that reads (as appropriate) either:



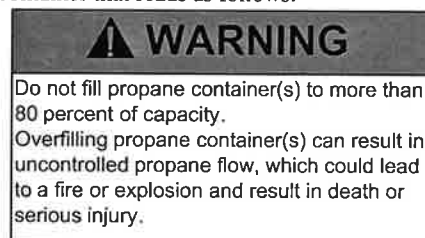
Or



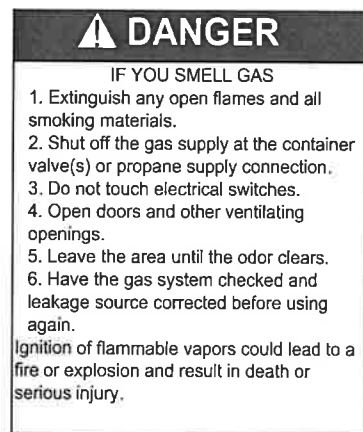
2-9.2.2 Warning Relative to Refueling.

2-9.2.2.1 The following label, where required near the propane containers, installed by the Park Model RV manufacturer, shall be permitted to be incorporated in the labels required by 2-9.2.1.

2-9.2.2.2 The label shall be in accordance with section 1-4.1 and shall be affixed in a visible location adjacent to the propane container that reads as follows:

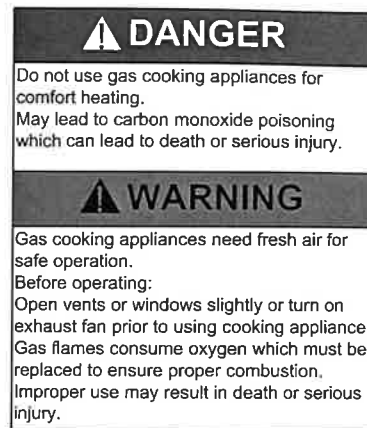


2-9.2.3 Warning if Gas Odor is Detected. When fuel-burning equipment is installed by the Park Model RV manufacturer, a label in accordance with 1-4.1. shall be affixed in a visible location near the range and shall read as follows:



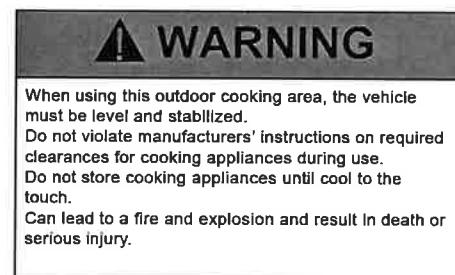
2-9.2.4 Warning Label for Cooking Appliances. A multi-panel warning label in accordance with section 1-4.1 shall be

affixed in a visible location adjacent to fuel-burning ranges and shall read as follows:



Owners manual content 2.9.1.3 (B)
Label 2.9.2.4

2-9.2.5 Warning Label for Outside Cooking Area. Where an outside cooking area is provided, a permanent warning label with the word "Warning" with minimum 1/4 in. (6 mm) high letters and body text with minimum 1/8 in. (3 mm) high letters on a contrasting background shall be affixed in a visible location near the exterior cooking area and shall read as follows:



2-9.3 Set-up and Consumer Manual. The manufacturer shall supply complete set-up and consumer maintenance instructions with each Park Model RV. These instructions shall include location of blocking, anchors, including stabilizing plates and all special instructions.

CHAPTER 3 — HEALTH, FIRE AND LIFE SAFETY SPECIAL PROVISIONS

3-1 Interior Finish.

3-1.1 Interior Finish Flame Spread Limitations. Interior Finish (as defined in Section 1-3) of walls, partitions, ceilings, exterior passage doors, cabinets, habitable areas, hallways, and bath or toilet rooms, including shower/tub walls of Park Model RV shall be of materials whose flame spread classification does not exceed 200 when tested in accordance with ASTM E84 or ANSI/UL 723. Cabinet door and drawer faces, exposed cabinet bottoms and end panels, and tub/shower walls shall be permitted to obtain a radiant panel index of the same value as determined in accordance with ASTM E162, *Test for Surface Flammability of Materials Using a Radiant Heat Energy Source*.

Exception: These flame spread limitations do not apply to moldings, decorative trim, furnishings, windows, doors, skylights or their frames and casings, interior passage doors, countertops, cabinet rails, stiles, mullions, toe kicks and padded cabinet ends.

3-1.3 Interior Finish of Fuel-Fired Furnace and Water Heater Enclosures. Walls, doors, and ceilings of fuel-fired furnace and/or fuel-fired water heater enclosures shall be finished in materials whose flame spread classification does not exceed 25 when tested in accordance with NFPA 255, *The Standard Method of Test for Surface Burning Characteristics of Building Materials* and which provide fire protective characteristics equivalent to 5/16 in. gypsum or better. All openings, including those for pipes or vents, in furnace or water heater compartments shall be tight-fitted or fire-stopped.

Exception: Fuel-fired, direct-vent furnaces and water heaters listed for use in recreation vehicles shall not be required to be surrounded by material having a flame spread classification of 25 or the equivalent of 5/16 in. of gypsum.

3-1.4 Protection of Cabinets Above the Cooking Range. Combustible vertical cabinet face(s) and door(s) directly above the range or range space shall be protected for the full width of the range by a hood with a metal eyebrow extending not less than 2½ in. (64 mm) measured horizontally out from the cabinet face.

Exception: The metal hood may be omitted when an oven designed for this purpose is installed between the range and the overhead cabinet.

3-1.5 Glazing Materials. All interior glazing materials with an exposed area exceeding 431 in.² (278,064 mm²) shall comply with ANSI Z97.1, *Safety Glazing Materials Used in Buildings – Safety Performance Specifications and Methods of Test*, or equal requirements and shall be so identified by the manufacturer of the mirror.

3-2 Park Model RV Means of Escape.

3-2.1* Minimum Means of Escape. Park Model RVs shall have a minimum of two exits located remote from each other and so arranged as to provide a means of unobstructed travel to the outside of the vehicle. Each bedroom or area designed for sleeping shall have at least two unobstructed paths to exit. The path to exit shall be a minimum of 13 in. (330 mm) and shall not require passing any designated exit to gain use of another designated exit except when any part of a bed in its normal sleeping configuration is within 24 in. (610 mm) of the plane of the nearest designated exit as projected across the vehicle. (See Figure A-3.2.1*.)

3-2.2 Access to Alternate Exits. The path leading to an alternate exit, shall be not less than 13 in. (330 mm) wide at the narrowest point and, as a minimum shall extend vertically from the supporting surface below the alternate exit to the top of the alternate exit. The supporting surface shall be not more than 3 ft (0.9 m) below the bottom of the alternate exit and shall be capable of supporting a weight of 300 lb (136 kg).

3-2.3 Operation of Exits. The latch mechanism of any required exit facility shall be operable by hand, and shall not require the use of a key or special tool for operation from the inside. No more than 20 pounds of force (89N) shall be required to open a required exit.

3-2.4 Size of Alternate Exits. The alternate exit, if not an exterior passage door, shall provide an opening of sufficient size to permit unobstructed passage, keeping a major axis parallel to the plane of the opening and horizontal at all times, of an ellipsoid generated by rotating about its minor axis an ellipse having a major axis of 24 in. (610 mm) and a minor axis of 17 in. (432 mm). (See Figure A-3.2.4*) An exterior passage door if used for an alternate exit shall provide an unobstructed opening with a minimum horizontal dimension of 18 in. (457 mm) and a minimum vertical dimension of 48 in. (1219 mm).

3-2.5 Marking of Alternate Exits. Alternate exits other than exterior passage doors shall be identified by a waterproof label with the word "EXIT" in a minimum size 1 in. (25 mm) red letters on a contrasting background. Label shall be placed on interior wall surface above or below the exit, or on interior ceiling surface, within 8 in. (203 mm) of the opening in an unobscured visible location or shall be installed in the interior of the exit frame or the moveable portion of the exit approximately midway between the sides.

3-2.6 Identification of Exit Handles. Handles that must be operated to open alternate exits shall be colored red.

Exception: 1 Exterior and interior passage door handles need not be colored.

Exception: 2 On alternate exit windows in which normal horizontal or vertical slider operation results in an opening size that complies with Section 3-2.4 and does not require any other operation to comply, latches, locks, or handles need not be colored.

3-3 Fire Detection Equipment.

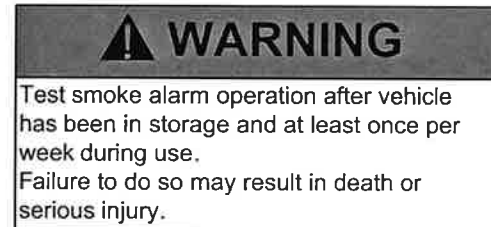
3-3.1 Smoke Alarms. At least one smoke alarm, which shall be an integral battery-operated device, shall be installed in each Park Model RV.

Exception: A Park Model RV that has interior lighting capable of being powered only by a 120-volt or 120/240-volt external power supply shall be permitted to be equipped with a 120-volt operated smoke alarm with battery backup which shall be on a branch circuit supplying lighting and receptacle outlets that shall not have ground fault protection.

3-3.2 Smoke Alarm Listing Requirement. The required smoke alarm shall be listed, and marked on the device as being suitable for installation in recreational vehicles under the requirements of UL 217, *Single and Multiple Station Smoke Alarm*. (Also see APPENDIX A, A-3-4.2*.)

3-3.3 Installation of Smoke Alarm. The smoke alarm shall be installed in accordance with its listing, but not within the separate sleeping areas.

3-3.4 Operational Check Warning Label. A label in accordance with section 1-4.1 shall be affixed in a visible location on or within 24 in. (610 mm) of the smoke alarm and shall read as follows:



3-4 Other Considerations.

3-4.1 Provision for Portable Fire Extinguishers. Each Park Model RV equipped with fuel-burning equipment or 120/240-volt electrical system shall be provided with a listed portable fire extinguisher with a minimum rating of 5-B:C as defined in NFPA 10, *Standard for Portable Fire Extinguishers*. The fire extinguisher shall be installed in accordance with its listing and Section 1-6 of NFPA 10, *Standard for Portable Fire Extinguishers*, and shall be located within the Park Model RV interior within 24" of the opening for the primary means of exit.

3-5 Propane Detectors. All Park Model RVs equipped with a propane appliance and electrical system shall be equipped with a propane detector listed under the requirements of UL 1484, *Standard for Residential Gas Detectors*, and installed according to the terms of its listing.

3-6 Carbon Monoxide (CO) Alarms. All Park Model RVs shall be equipped with a CO alarm listed and marked on the device as being suitable for use in recreational vehicles under the requirements of UL 2034 or CSA 6.19.01 and installed according to the terms of its listing.

3-7 Wall Beds (also known as "murphy beds").

3-7.1 Wall beds shall be secured in the stored position by means of a positive latch or mechanism.

3-7.2 Wall beds that fold down from a vertically stored position through the use of a pivot rather than a hinge at the extreme head of the bed, such that a space exists between the bed pivot point and the wall in the stored position, shall be equipped with a self-acting latch or mechanism that will secure the bed in the deployed position until the bed is purposefully moved to the stored position.

3-7.3 Wall beds that can withstand at least 500 lbs. of force (2225N) evenly spread across the width of the bed anywhere between the pivot point and the head of the bed without the foot-end raising off the floor, shall be permitted without the need of a self-acting latch or mechanism to secure the bed in the deployed position.

CHAPTER 4 — PLUMBING SYSTEMS

4-1 Introduction.

4-1.1 Need for Chapter. Those members of the engineering profession and others associated with the design, manufacturing, installation, and inspection of Park Model RV plumbing systems have been aware of the need for uniform technical standards leading to the safe and sanitary use of this special type of equipment. They have also recognized that because of conditions of transport and use, existing plumbing standards for permanent buildings are not completely applicable to Park Model RVs. It is with these factors in mind that Chapter 4 of this standard has been developed.

4-1.2 Basis for Chapter. Much of the material in Chapter 4 has been taken from, or is based on, nationally recognized standards for plumbing materials, fixtures, fittings, and equipment. Applicable standards are shown in APPENDIX C.

4-2 Scope of Chapter.

4-2.1 Coverage of Chapter. Chapter 4 of this Standard covers the plumbing materials, fixtures, fittings, and equipment installed within or on Park Model RVs.

4-2.2 Limitations of Chapter. Chapter 4 of this standard is not intended as a design specification or an instruction manual.

4-2.3 Alternate Materials, Equipment and Procedures. The provisions of this standard are not intended to prevent the use of any material, method of construction, or installation procedures not specifically prescribed by this standard, provided any such alternate is acceptable to the authority having jurisdiction. The authority having jurisdiction shall require that sufficient evidence be submitted to substantiate any claims made regarding the safety of such alternates.

4-2.4 Differing Standards. Wherever other nationally recognized standards for plumbing materials, fixtures, fittings, and equipment and this chapter differ, the requirements of the latter shall apply.

4-3 Definitions Applicable to Chapter 4.

Air Gap. The unobstructed vertical distance through the free atmosphere between the opening from any pipe or faucet supplying potable water to a tank, plumbing fixture, or other device and the flood-level rim of the receptacle.

Anti-Siphon Trap Vent Device. A device which automatically opens to admit air to a fixture drain above the connection of the trap arm so as to prevent siphonage, and closes tightly when the pressure within the drainage system is equal to or greater than atmospheric pressure so as to prevent the escape of gases from the drainage system into the Park Model RV.

Backflow. The flow of water or other liquids, mixtures, or substances into the distributing pipes of a potable supply of water from any source or sources other than its intended source.

Backflow Preventer. A device or means to prevent backflow.

Body Waste. The discharge from any fixture, appliance, or appurtenance containing fecal matter or urine.

Branch. Any part of the piping system other than a riser, main, or vent stack.

Branch Vent. A vent connecting one or more individual vents with a vent stack.

Center. The midpoint between the right and left side of a Park Model RV.

Check Valve. A mechanical valve that permits the flow of liquid or vapor in only one direction.

Combination Compartment. A shower stall or recess that provides for or includes the installation of a toilet and is of such size and proportions that it may not be occupied by more than one person.

Common Vent. A vent connecting at the junction of fixture drains and serving as a vent for more than one fixture.

Continuous Vent. A vertical vent that is a continuation of the drain to which it connects.

Continuous Waste. A drain from two or more plumbing fixtures connected to a single trap.

Cross Connection. Any physical connection or arrangement between two otherwise separate systems or sources, one of which contains potable water and the other either water, steam, gas, or chemical of unknown or questionable safety, whereby there may be a flow from one system or source to the other, the direction of flow depending on the pressure differential between the two systems.

Developed Length. That length of pipe measured along the center line of the pipe and fittings.

Diameter. The nominal inside diameter designated commercially.

Drain. A pipe that carries waste, water, or liquid-borne wastes in a drainage system.

Drain Hose. A hose used for connecting the liquid and/or body waste drain outlet to a sewer inlet connection.

Drain Outlet. The lowest end of a main or secondary drain to which a sewer connection is made.

Drainage System. All piping within or attached to the structure that conveys body waste and/or liquid waste to the drain outlet or outlets.

Fixture Drain. The drain from a fixture's trap to the drain outlet or to the junction of the drain with any other drain pipe.

Fixture (Plumbing). Receptacles, devices, or appliances which are supplied with water or which receive liquid or liquid-borne wastes for discharge into the drainage system.

Fixture Supply. The water supply pipe connecting a fixture to a branch water supply pipe or directly to a main water supply pipe.

Flood Level. The level in the receptacle over which water would overflow to the outside of the receptacle.

Flooded. The condition, which results when the liquid in a container or receptacle rises to the flood level.

Flush Tank. The portion of a toilet that is designed to contain sufficient water to adequately flush the fixture.

Flush Valve. A device located at the bottom of a flush tank for flushing a toilet.

Flushometer Valve. A device which discharges a predetermined quantity of water to a fixture for flushing purposes and is closed by direct water pressure.

Fullway Termination Valve. A valve that, when fully opened, has a non-fouling passageway not less than the inside diameter of the connected piping.

Grade. See "Slope."

Horizontal Branch. A drain pipe extending laterally, which receives the discharge from one or more fixture drains and connects to the main drain.

Horizontal Pipe. A pipe or fitting that forms an angle of 45 degrees or less with the horizontal.

Individual Vent. A pipe or antisiphon trap vent device installed to vent a single fixture drain.

Inlet Coupling. The terminal end of the water system to which the water service is attached. It may be a swivel fitting or threaded pipe end.

Labeled. Equipment or materials to which has been attached a label, symbol, or other identifying mark of an organization acceptable to the authority having jurisdiction and concerned with product evaluation, that maintains periodic inspection of production of labeled equipment or materials and by whose labeling of the manufacturer indicates compliance with appropriate standards or performance in a specified manner.

Liquid Waste. The discharge from any fixture, appliance, area or appurtenance, which does not contain body waste.

Listed. Equipment or materials included in a list published by an organization acceptable to the authority having jurisdiction and concerned with product evaluation, that maintains periodic inspection of production of listed equipment or materials and whose listing states either that the equipment or material meets appropriate standards or has been tested and found suitable for use in a specified manner.

NOTE: The means for identifying listed equipment may vary for each organization concerned with product evaluation, some of which do not recognize equipment as listed unless it is also labeled. The authority having jurisdiction should utilize the system employed by the listing organization to identify a listed product.

Main. The principal artery of the system to which branches may be connected.

Main Drain(s). The lowest piping of a drainage system which receives the liquid and/or body waste discharge from all the fixtures within the system and conducts these wastes to the drain outlet(s).

Manual Disconnect. A joint or connection that can be disassembled without tools.

Offset. A combination of pipe and/or fittings that brings one section of the pipe out of line but into a line parallel with the other section.

Pitch (or Grade). See "Slope."

Plumbing System. The water supply and distribution pipes, plumbing fixture and traps, soil, waste and vent pipes, and water-treating or water-using equipment.

Potable Water Storage Tank. A tank installed in a Park Model RV for the purpose of storing potable water.

Primary Vent. The main vent of the vent system, which is open to the outside atmosphere.

Relief Vent. An auxiliary vent which permits additional circulation of air in or between drainage and vent systems.

Secondary Vent. Any vent other than the primary vent or those serving a toilet or holding tank.

Sball. Indicates a mandatory requirement.

Siphonage. The loss of a water seal from fixture traps resulting from a partial vacuum in the drainage system which may be either of the following two types, or a combination of the two: (a) self-siphonage resulting from a vacuum in a fixture drain generated solely by the discharge of the fixture served by that drain, or (b) induced siphonage resulting from a vacuum in the drainage system generated by the discharge of one or more fixtures other than the one under observation.

Slope. A grade or fall of a line of pipe in reference to a horizontal plane. In drainage, it is usually expressed as the fall in a fraction of an in. (or mm) or percentage slope per foot (or meter) length of pipe.

Toilet - Flush (Water Closet). A toilet that conforms with ANSI/ASME A112.19.2M, *Vitreous China Plumbing Fixtures and Hydraulic Requirements for Water Closets and Urinals*, or CSA B45.5/IAPMO Z124-2011, *Plastic plumbing fixtures*.

Toilet - Mechanical Seal. A toilet fitted with a water-flushing device and mechanically sealed trap.

Toilet - Recirculating Chemical. A self-contained, recirculating toilet in which the waste is chemically treated.

Toilet - Trap Arm. The piping between the toilet and its vent which receives the discharge from each individual toilet.

Trap. A fitting or valve device designed and constructed to provide a liquid or mechanical seal that will prevent the back passage of air without materially affecting the flow of liquid waste through it.

Trap Arm. That portion of a fixture drain between a water seal trap and its vent.

Trap Seal. The vertical depth of liquid that a water seal trap will retain.

Vacuum Breaker. A device that prevents back siphonage by allowing atmospheric air pressure into the system.

Vent Systems (Waste). A pipe or pipes installed to provide a flow of air to or from a drainage system to provide a circulation of air within such system to protect trap seals from siphonage and back-pressure and to equalize the air pressure within the drainage system.

Vertical Pipe. Any pipe or fitting which makes an angle of 45 degrees or less with the vertical.

Waste Holding Tank. A liquid-tight tank for the temporary retention of body and/or liquid waste.

Water Connection. The fitting or point of connection for the water distribution system designed for connection to a water supply.

Water Distribution System. The potable water piping within or permanently attached to the Park Model RV.

Water Seal Trap. A fitting or device designed and constructed to provide a liquid seal that will prevent the back passage of air without materially affecting the flow of liquid waste through it.

Water Service Connection. The fitting or point of connection of the vehicle water distribution system designed for connection to a potable water supply.

Waterless Trap. A self sealing waterless valve that opens under the pressure of an appliance or fixture emptying and closing to form a tight seal after the appliance or fixture has discharged under normal atmospheric conditions.

Wet Vent. A vent which also serves as a drain for one or more fixtures.

Wet Vented Drainage System. The specially designed system of drain piping that also vents one or more plumbing fixtures by means of a common waste and vent pipe.

4-4 Plumbing System, General Requirements.

4-4.1 Minimum Requirements. Any plumbing system installed in a Park Model RV shall conform with the provisions of this standard. Requirements for any size, weight, or quality of material modified by the terms "minimum," "not less than," "at least," and similar expressions are "minimum standards."

4-4.1.1 Connections to Drainage System. All plumbing fixtures, drains, appurtenances, and appliances designed or used to receive or discharge liquid waste or body waste shall be connected to the Park Model RV drainage system in a manner provided by this standard.

4-4.1.2 Components. Plumbing materials, devices, fixtures, fittings, equipment, appliances, accessories and appurtenances installed in or attached to a Park Model RV shall conform to minimum standards and shall be listed or shall be specifically approved by the authority having jurisdiction when listing by an approved listing agency is not available. All listed components shall be installed in accordance with the terms of their listing.

4-4.1.3 Component Installations. All design, construction and workmanship shall be in conformance with accepted engineering practices. Pipes and hoses shall be installed in a manner by which they cannot be unduly subjected to dislocation, strain or damage by extendable components (e.g. power cords).

4-4.1.4 Alignment of Fittings. All valves, pipes and fittings shall be installed in correct relationship to the direction of flow.

4-4.1.5 Assembling of Pipe. All joints and connections shall be correctly assembled for tightness. Pipe threads shall be fully engaged with the threads of the fittings. Pipe threads and slip joints shall not be wrapped with string, paper, putty or

similar fillers. Plastic pipe and copper tubing shall be inserted to the full depth of the fitting sockets.

4-4.1.6 Solder Fittings/Joints. Solder joints for copper tubing shall be made with approved or listed sweat solder type fittings. Surfaces to be soldered shall be cleaned bright. The joints shall be properly fluxed with non-corrosive, water soluble paste-type flux and made with approved solder that contains less than two-tenths of one percent of lead. The use of self-cleaning fluxes shall not be permitted.

NOTE: For purposes of this section, the term "lead free" when used with respect to:

1. *Solders and flux, refers to solders and flux containing not more than two-tenths of one percent lead, and*
2. *Pipes and pipe fittings, refers to pipes and pipe fittings containing not more than eight (8.0) percent lead.*

4-4.1.7 Union Joints. Metal unions shall have metal-to-metal ground seats.

4-4.2 Prohibited Practices.

- (a) Piping, fixtures or equipment shall be located so as not to interfere with the normal use or operation of windows, doors or other required facilities.
- (b) Fittings, connections, devices or methods of installation that obstruct or retard the flow of liquid waste, body waste or air in the drainage or venting systems in an amount greater than the normal frictional resistance to flow shall not be used unless their use is acceptable in the standard or their use approved.
- (c) Drainage or vent piping shall not be drilled and tapped for the purpose of making connections.
- (d) Cracks, holes or other imperfections in piping and fittings shall not be concealed by welding, brazing or soldering or by paint, wax, tar or other leak-sealing or repairing agents.
- (e) Galvanized pipe shall not be bent or welded.

4-4.3 Protective Requirements.

- (a) Piping and electrical wiring shall not pass through the same holes in walls, floors, or roofs. Plastic piping shall be permitted to be installed not less than 2 in. (51 mm) from a double-walled flue and shall maintain a minimum 6 in. (152 mm) clearance from any open flame or single-walled flue.

4-4.4 Plumbing System Hangers and Supports.

4-4.4.1 Strains and Stresses. Piping in a plumbing system shall be installed without undue strains and stresses, and provision shall be made for expansion and contraction.

4-4.4.2 Hangers and Anchors. Piping shall be securely attached to the structure by proper hangers, clamps or brackets which provide protection against damage from motion, vibration, road shock, torque in the chassis or other unusual conditions. Hangers and anchors shall be of sufficient strength

to support their proportional share of the pipe and prevent rattling.

4-5 Plumbing Fixtures.

4-5.1 General Requirements.

4-5.1.1 Quality of Fixtures. Plumbing fixtures shall have smooth impervious finishes, be free from defects and concealed fouling surfaces, be capable of resisting road shock and vibration, and shall conform in quality and design to approved or listed standards.

4-5.1.2 Unobstructed Drain Fittings. The waste outlet of all plumbing fixtures, other than toilets, shall be equipped with a drain fitting that will provide an adequate unobstructed waterway.

4-5.1.3 Fixture Connections. Fixture tailpieces and continuous wastes in exposed or accessible locations shall not be less than No. 20 Brown and Sharpe gauge seamless drawn brass tubing or other approved pipe or tubing materials. Fixture connections shall be constructed according to the requirements for drainage piping. Each fixture tailpiece, continuous waste, or waste and overflow shall be not less than 1½ in. (38 mm) for sinks with garbage disposal units, dishwashers, clothes washing machines, and laundry tubs, and not less than 1¼ in. (32 mm) for all other fixtures except toilets.

4-5.1.4 Length of Tailpiece. The vertical distance from the fixture outlet to the trap shall not exceed 24 in. (610 mm). The horizontal distance from the fixture's outlet to the trap shall not exceed 30 in. (762 mm).

4-5.1.5 Concealed Connections. Concealed slip joint connections shall be provided with adequately sized unobstructed access panels and shall be accessible for inspection and repair.

4-5.1.6 Directional Fittings. An approved or listed "Y" or other directional-type branch fitting shall be installed in every tailpiece or continuous waste that receives the discharge from food waste disposal units, dishwashing or other force discharge fixtures or appliances (see also 4-7.5.2).

4-5.1.7 Installation.

- Access. Each plumbing fixture and standpipe receptor shall be located and installed in a manner to be accessible for usage, cleaning and repair.
- Alignment. Fixtures shall be set level.
- Support. Wall-hung fixtures shall be rigidly attached to walls by metal brackets or supports so that excessive force is not transmitted to the piping connections. Flush tanks shall be securely fastened to toilets or to the wall with corrosion resistant materials.

4-5.2 Toilets.

4-5.2.1 Recirculating or Mechanical Seal Types. Recirculating or mechanical seal toilets shall be permitted to provide for storage of liquid waste and body waste as an integral part of the unit. When a mechanical seal toilet does not contain storage for retention of liquid waste and body waste, it shall be connected to an approved waste holding tank.

4-5.2.2 Water Closet (Flush Toilets). Flush toilets shall not be installed in a system that incorporates a body waste holding tank.

4-5.2.3 Floor or Tank Connections. Toilets, when directly connected to a waste holding tank or drainage system, shall be securely bolted to either the tank or other approved fitting. Bolts used to attach the toilet to the flange shall be of brass or equally corrosion resistant material, and shall not be less than ¼ in. (6 mm) in diameter. Screws or bolts used to attach the flange to the floor shall be of brass, zinc or cadmium plated steel or other approved corrosion resistant material, and shall not be less than ¼ in. (6 mm) in diameter. A watertight seal shall be made between the toilet and flange or other approved fittings by the use of a gasket or sealing compound.

4-5.3 Shower Stalls.

4-5.3.1 Shower Stall Receptors. Each compartment stall shall be provided with an approved watertight receptor with sides and back extending 1 in. (25 mm) above the finished dam or threshold. In no case shall the depth of a shower receptor be less than 2 in. (51 mm) or more than 9 in. (229 mm) measured from the top of the finished dam or threshold to the top of the drain. The wall area shall be constructed of smooth, non-corrosive, and nonabsorbent waterproof materials to a height not less than 70 in. (1778 mm) above the top of the drain, or to the ceiling if less than 70 in. (1778 mm) above the top of the drain. Such walls shall form a watertight joint with each other and with the receptor or shower floor.

4-5.3.2 Drain Connection. The joint around the drain connection and around the toilet outlet in combination compartments shall be made watertight by a flange, clamping ring or other approved or listed means.

4-5.3.3 Shower Doors and Tub and Shower Enclosures. Shower doors and tub and shower enclosures shall be constructed so as to be waterproof and, if glazed, shall be glazed with safety glazing materials conforming to ANSI Z97.1, *Safety Glazing Material Used in Building – Safety Performance Specifications and Methods of Test*. Hinged, swinging shower doors shall open outward.

4-6 Water Distribution Systems.

4-6.1 Materials.

4-6.1.1 Piping Materials. Water pipe shall be of standard weight brass, galvanized wrought iron, galvanized steel, Type K, L or M copper tubing, listed plastic or other approved or listed material.

4-6.1.2 Fittings.

- Appropriate fittings shall be used for all changes in size and where pipes are joined. The material and design of fittings shall conform to the type of piping used.
- Fittings for screw piping shall be standard weight galvanized iron for galvanized iron and steel pipe, and of brass for brass piping. They shall be installed where required for change in direction, reduction of size, or where pipes are joined together.
- Fittings for copper tubing shall be cast brass or drawn copper sweat solder pattern or flare type.
- Faucet fittings shall be accessible for removal and repair.

4-6.1.3 Hot-Water Supply. If kitchen or bath is supplied, each Park Model RV shall be provided with a hot-water supply system.

4-6.1.4 Prohibited Practices.

- Used piping materials shall not be permitted.
- Plastic pipe, tubing and fittings shall not be used in water systems containing water-heating devices unless such pipe and fittings are listed for use in hot water systems.

4-6.2 Installation of Piping.

4-6.2.1 Screw Pipe. Iron pipe-size brass or galvanized iron or steel pipe and fittings shall be joined with approved or listed standard pipe threads fully engaged in the fittings. Threads for screw pipe and fittings shall conform to the approved or applicable standard. Pipe ends shall be reamed out to size of bore, and all chips and cutting oil shall be removed. Pipe joint compound or thread lubricant shall be insoluble in water, shall be nontoxic, and shall be applied to male threads only.

4-6.2.2 Flared Fittings. A flaring tool shall be used to shape the ends of flared tubing to match the flare of fittings.

4-6.2.3 Support. Water distribution lines, tubes, and piping shall be secured and supported at intervals of not more than 4 ft (1.2 m).

4-6.3 Line Valves. Valves, other than those controlling a single fixture, when installed in the water supply distribution system and when fully opened, shall have a nominal size at least equal to the nominal size of the pipe in which the valve is installed.

4-6.4 Drainage Provisions. The water distribution system shall be installed to provide for gravity drainage of the system and water storage tank.

4-6.5 Water Supply.

4-6.5.1 Sizing of Water Supply Piping. Piping systems shall be sized to provide an adequate quantity of water to each plumbing fixture at a flow rate sufficient to keep the fixture in a clean and sanitary condition without any danger of backflow

or siphonage. The size of water supply piping and branch lines shall not be less than shown in Table 4-6.5.1.

NOTE: A water heater or icemaker shall not be counted as a water-using fixture when computing pipe sizes.

Table 4-6.5.1
Minimum Size Tubing and Pipe for
Water Distribution Systems*

Number of Fixtures	Tubing		Pipe
	I.D. (in.)	O.D. (in.)	Iron Pipe Size (in.)
1	1/4**	3/8**	3/8
2	1/4***	3/8***	3/8
3	3/8	1/2	1/2
4	3/8	1/2	1/2
5 or more	1/2	5/8	1/2

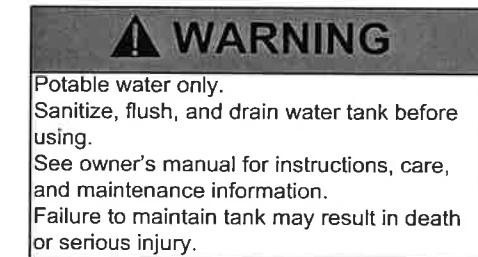
*Minimum size for toilet water supply line shall not be less than other size recommended by the manufacturer.

**12 ft (3.7 m) maximum length allowable only from water service connection to a single fixture.

***6 ft (1.8 m) maximum length.

4-6.5.2 Potable Water Storage Tanks. If the tank is installed in such a manner that it is subject to road damage, it shall be protected. Each non-pressure or gravity tank shall be equipped with a vent at the top of the tank to assist in filling and drainage. Tanks that allow filling from the pressure water piping system shall have a vent with an inside diameter, including fittings, larger than or equal to the pressure fill pipe's inside diameter, including fittings.

4-6.5.3 Labeling of Potable Water Tank Inlets. Each inlet to a potable water tank shall have affixed a label in accordance with section 1-4.1 that shall read as follows:



4-6.5.4 Potable Water Storage Tanks Securement. Tanks shall stay retained in place when a load equal to two times the holding tank's filled weight is applied to the filled tank in any direction except upward.

4-6.5.5 Potable Water Storage Tanks Securement Installation Instructions. The tank manufacturer shall provide within their installation instructions a statement requiring tank securement to be in accordance with 4.6.5.4.

Instructions for proper sanitizing of water distribution systems shall be consistent with those recognized by the U.S. Public Health Service and shall be furnished with each unit.

4-6.6 Water Service Connections, Outlets and Backflow Prevention.

4-6.6.1 Water Service Connection. Each Park Model RV with a water distribution system sized as required in Table 4-6.5.1, which may be connected to an outside source, shall be equipped with a ¼ in. (19 mm) swivel female hose water service connection. A matching cap or plug shall be provided to close the water inlet when it is not in use and shall be attached in a secure manner.

4-6.6.2 Prohibited Connections.

- (a) The installation of potable water supply piping or fixture or appliance connections shall be made in a manner to preclude the possibility of backflow (see 4-6.6.4).
- (b) No part of the water system shall be connected to any drainage or vent piping.

4-6.6.3 Water Outlets.

- (a) Unless they are individually protected by a listed backflow preventer or anti-siphon device, the outlets of faucets, spouts, and similar devices shall be spaced at least 1 in. (25 mm) above the flood level of the fixture.
- (b) Valved hose outlets shall be installed to preclude a cross connection. It shall be permitted to use vacuum breakers, hose length, or a permanently secured retaining device. When using hose length or a retaining device, the extreme end of the assembly shall be a minimum of 2 in. (51 mm) above the floodplain of the closest fixture.
- (c) An outside shower hose assembly shall have a listed backflow preventer or anti-siphon device to preclude cross connection unless the extreme end of the assembly is more than 12 in. (305 mm) above the ground in its free hanging position.

4-6.6.4 Backflow Preventer. When pressurized or non-pressurized water storage tanks or reservoirs (except water heaters) for storing potable water are connected to the water distribution system of Park Model RVs that have a water service connection for an outside source of supply, they shall have an approved or listed check valve or other approved or listed type backflow prevention device installed in the water supply piping adjacent to the water service connection.

4-6.7 Safety Devices.

4-6.7.1 Temperature and Pressure Relief Valve. Every water heating system shall be protected against over-temperature and over-pressure by an approved, listed, and adequately sized temperature and pressure relief valve. Such valves rated at not more than 150 psi (1034 kPa) and 210°F (98.9°C) shall be acceptable for the protection of systems constructed of materials authorized by 4-6.1.

4-6.7.2 Pressure Relief Valve Drain. The pressure relief valve, if located inside the Park Model RV, shall be equipped

with a full size drain, able to withstand 225°F (107°C) which shall extend outside, with the end directed downward, except that no drain shall be required if the relief valve discharges into an area sealed off from the inside of the vehicle and drained and ventilated to the outside. The discharge end of the drain shall not be equipped with a thread or other means of capping or plugging. The threaded discharge of a pressure relief valve not equipped with a drain shall be provided with a means to make capping or plugging difficult.

4-6.7.3 Air-Pressurized Water Storage Tanks. Water storage tanks, except water heaters, which may be pressurized by air, shall be equipped with a listed air pressure relief valve set to open at not more than 125 psi (862 kPa) or the tank manufacturer's recommended working pressure, whichever is lower. The air pressure relief valve shall be located above the maximum water level of the tank.

4-6.7.4 Water Supply Protection. Water supplies connected to automatic clothes washers and to dishwashers shall be protected by an approved or listed fixed vacuum breaker.

4-6.7.5 Flushometer Valves or Manually-Operated Flush Valves. An approved or listed vacuum breaker shall be installed and maintained in the water supply line on the discharge side of a toilet flushometer valve or manually operated flush valve. Vacuum breakers shall have a minimum clearance of 6 in. (152 mm) above the flood level of the fixture to the critical level mark unless otherwise permitted in their approval.

4-6.7.6 Flush Tanks. Toilet flush tanks shall be equipped with an approved or listed anti-siphon ballcock which shall be installed and maintained with its outlet or critical level mark not less than 1 in. (25 mm) above the full opening of the overflow pipe.

4-7 Drainage Systems.

4-7.1 Materials.

4-7.1.1 Pipe. Drainage piping shall be standard weight, galvanized steel, galvanized wrought iron, brass, copper tube DWV, listed DWV plastic or other approved or listed material.

4-7.1.2 Fittings.

- (a) Drainage fittings shall have a recessed drainage pattern with smooth interior waterways of the same diameter as the piping and shall be of a material conforming to the type of piping used. Drainage fittings shall be designed to provide for ¼ inch per ft (21 mm per meter) grade in horizontal piping.
- (b) Fittings for screw pipe shall be cast iron, malleable iron, brass, or approved or listed plastic with standard pipe threads.
- (c) Fittings for copper tubing shall be cast brass or wrought copper.
- (d) Fittings for plastic piping shall be made to approved or applicable standards.

- (e) Brass adapter or wrought copper fittings shall be used to join copper tubing to threaded pipe.

4-7.2 Size of Drainage Piping. Except as otherwise required by this standard, drain pipe sizes shall be determined by the type of fixtures and the total number of fixtures connected to each drain.

- (a) One and one-quarter in. (1¼ in.) (32 mm) minimum diameter piping shall be required for one and not more than three individually vented fixtures.
- (b) One and one-half inch (1½ in.) (38 mm) minimum diameter piping shall be required for four or more fixtures individually vented.
- (c) Nominal three-inch (3 in.) (76 mm) minimum diameter piping shall be required for toilets or sized in accordance with the listed toilet system installation instructions.

4-7.3 Slope and Support.

4-7.3.1 Slope of Horizontal Drainage Piping. Horizontal drainage piping, except fixture connections on the inlet side of the trap, shall have a uniform slope of not less than 1/8 inch per ft (3 mm per meter) toward the Park Model RV main drain outlet.

4-7.3.2 Drain Piping Supports. Drain piping shall be secured at not more than 4 ft (1.2 m) intervals, unless different spacing is recommended by the piping manufacturer, to keep the pipe in alignment and carry the weight of the pipe and contents.

4-7.4 Offsets and Branch Fittings.

4-7.4.1 Changes in Direction. Changes in direction of drainage piping shall be made by the appropriate use of approved or listed fittings, and shall be of the following angles: 11¼ degrees, 22½ degrees, 45 degrees, 60 degrees or 90 degrees; or other approved or listed fittings, or combination of fittings with equivalent radius or sweep.

4-7.4.2 Horizontal to Vertical Connections. Horizontal drainage lines, connecting with vertical pipes, shall enter through 45 degree "Y" branches, sanitary "T" branches, or other approved or listed fittings or combination of fittings having equivalent sweep. No fitting having more than one branch at the same level shall be used unless the fitting is constructed so that the discharge from any one branch cannot readily enter any other branch.

4-7.4.3 Horizontal to Horizontal Connections and Vertical to Horizontal Connections.

- (a) Horizontal drainage lines connecting with other horizontal drainage lines or vertical drainage lines connecting with horizontal drainage lines shall enter through 45 degree "Y" branches, long-turn "TY" branches, or other approved or listed fittings or combination of fittings having the equivalent sweep.
- (b) A single-entry, short-turn "TY" shall be permitted to be used as a final termination if it is mounted directly to the fullway termination valve on one side and has a

manual disconnect on the other. A double-entry, short-turn "TY" shall be permitted to be used as a horizontal-to-horizontal drainage fitting provided it is a final termination collector fitting and provided it is approved as a component part of a listed waste valve termination assembly.

4-7.5 Fixture Drainage Connections.

4-7.5.1 Toilet Connection. The drain connection for each toilet shall be 3 in. (76 mm) minimum inside diameter and shall be fitted with an iron, brass or listed plastic floor flange adaptor ring securely screwed, soldered or other wise permanently attached to the drain piping in an approved manner and securely fastened to the floor using brass or other equally corrosion-resistant materials.

4-7.5.2 Dishwashing Machine Drain Connections. Dishwashing machines shall not be directly connected to any waste piping, but shall discharge the waste through a fixed air gap installed above the machine. The drain connection from the air gap shall be permitted to connect to an individual trap, to a directional fitting installed in the sink tailpiece or to the opening provided on the inlet side of a food waste disposal unit or through a fixed air gap supplied as an integral part of a listed dishwashing machine.

4-7.5.3 Prohibited Drain Connections. The drain from a dishwashing machine shall not be connected to a sink tailpiece, continuous waste line or trap on the discharge side of a food waste disposal unit.

4-7.5.4 Clothes Washing Machine Drain Connections. Clothes washing machines shall drain either into a properly vented trap, into a laundry tub tailpiece with water-tight connections, into an open standpipe receptor or over the rim of a laundry tub.

4-7.5.5 Standpipes for Clothes Washing Machines. Standpipes shall be 1½ in. (38 mm) minimum, nominal iron pipe size, or 1½ in. (38 mm) outside diameter nominal brass tubing not less than No. 20 Brown and Sharpe gauge. Receptors shall discharge into a vented trap or shall be connected to a laundry tub tailpiece by means of an approved or listed directional fitting. Each standpipe shall extend not less than 18 in. (457 mm) or more than 30 in. (762 mm) above its trap and shall terminate in an accessible location not lower than the top of the clothes washing machine. A removable tight-fitting cap or plug shall be installed on the standpipe if a clothes washing machine is not installed.

4-7.5.6 Prohibited Drain Connections. Clothes washing machine drains shall not be connected to the tailpiece, continuous waste or trap of any sink or dishwashing machine.

4-7.6 Traps.

4-7.6.1 Traps Required. Except as permitted in 4-7.6.2, each plumbing fixture shall be separately trapped by approved or listed water seal traps or waterless traps. All water seal traps shall be vented.

4-7.6.2 Traps for Dual Fixtures. A two-compartment sink, two single sinks, two lavatories or a single sink and a single lavatory, with waste outlets not more than 30 in. (762 mm) apart and flood level rims at the same level, may be connected to one trap and shall be permitted to be considered as a single fixture for the purpose of drainage and vent requirements.

4-7.6.3 Installation of Traps. Traps and connected tailpieces for continuous wastes shall be designed and installed so they can be separated without the removal of the strainer by the use of two or more mechanical joints.

4-7.6.4 Prohibited Traps. Full "S" traps, bell traps, drum traps, and crown vented traps are prohibited. A water seal trap that depends for its seal upon concealed interior partitions shall not be used except for listed flexible drain systems. Fixtures shall not be double trapped.

4-7.6.5 Trap Seals. Each water seal trap shall have a water seal of not less than 2 in. (51 mm) and not more than 4 in. (102 mm) and shall be set true to its seal.

4-7.6.6 Trap Size. Traps shall not be less than 1¼ in. (32 mm) in diameter. A trap shall not be larger than the waste pipe to which it is connected.

4-7.6.7 Accessibility of Traps. Traps shall be accessible for removal, repair and inspection.

4-7.6.8 Labeling Waterless Trap. A waterless trap shall have affixed to it a label in accordance with section 1-4.1 that shall read as follows:

NOTICE
Remove the waterless trap before using
mechanical drain cleaning devices.
Waterless trap can be damaged.

4-7.7 Trap Arms.

4-7.7.1 Grade of Trap Arm. The piping between a water seal trap and the fixture tee or the vented waste line shall be graded ¼ inch per ft (6 mm per meter) and in no event shall have a slope greater than its diameter. The vent opening at fixture tees shall not be below the weir of the water seal trap outlet.

4-7.7.2 Trap Arm Offset. The piping between the water seal trap and vent may change direction or be offset horizontally with the equivalent of not more than 180°.

4-7.7.3 Length of Trap Arm. The distance between a water seal trap and its vent or vented waste line shall be in accordance with Table 4-7.7.3. Not more than one trap shall connect to a trap arm.

Table 4-7.3.3
Maximum Distance of Fixture Water Seal Trap from Vent

Size of Water Seal Trap Arm		Distance From Water Seal Trap to Vent	
(Inches)	(Millimeters)	(Feet)	(Meters)
1 1/4	32	5	1.52
1 1/2	38	6	1.83
2	51	8	2.44
3	76	12	3.66

4-7.8 Wet-Vented Drainage System.

4-7.8.1 Horizontal Piping. All parts of a wet-vented drainage system, including the connected fixture drains, shall be horizontal except for the wet-vented vertical riser and the final section consisting of an appropriate horizontal-to-vertical fitting with a connecting pipe which shall be permitted to turn vertically to enter the top of the waste holding tank. Where required by structural design, wet-vented drain piping shall be permitted to be offset vertically when other vented drains or relief vents are connected to the drain piping below the vertical offsets.

4-7.8.2 Size. A wet-vented drain pipe shall be at least one pipe size larger than the largest required water seal trap. Not more than three fixtures shall be permitted to connect to a wet-vented drainage system.

4-7.9 [RESERVED]

4-7.10 Cleanouts.

4-7.10.1 Cleanout Fittings.

- (a) General. Cleanouts shall be installed if the drainage system cannot be cleaned through fixtures or vent openings.
- (b) Design for Cleaning. A cleaning tool shall not be required to pass through more than 360° of fittings, excluding all parts of removable traps, and the first fitting used to gain system access to reach any part of the drainage system.

4-7.10.2 Access to Cleanouts. Cleanouts shall be accessible through an unobstructed minimum clearance of 6 in. (152 mm) directly in front of the opening. Each cleanout fitting shall open in a direction opposite to the flow or at right angles to the pipe. Cleanouts that are not provided with access covers shall be extended to a point above the floor or outside of the Park Model RV, with pipe and directional fittings installed, as required for drainage piping.

4-7.10.3 Cleanout Plugs and Caps.

- (a) Materials. Plugs and caps shall be brass or approved or listed plastic, with screw pipe threads.
- (b) Design. Cleanout plugs shall have raised heads except that plugs at floor level shall have counter-sunk slots.

4-7.11 Waste Holding Tanks.

4-7.11.1 Installation of Waste Holding Tanks. Waste holding tanks shall be securely installed in such locations as to be removable for service, repair or replacement without the necessity of removing permanent structural members. Waste holding tanks shall stay retained in place when a load equal to two times the holding tank's filled weight is applied to the filled holding tank in any direction except upward. The tank manufacturer shall provide within their instructions a statement requiring the holding tank to be secured in accordance with 4-7.11.1.

4-7.11.2 Liquid Waste Holding Tank.

- (a) Minimum size of inlet connections shall be determined by the total number of connected fixtures in accordance with 4-7.2. The inlet and/or vent fitting shall not extend downward into the tank more than ½ in. (13 mm).
- (b) Drain opening shall be 1½ in. (38 mm) minimum pipe size located at the lowest point in the tank. A listed fullway termination valve shall be directly connected to the tank or installed in the drain pipe of the tank.
- (c) The tank shall be vented at the highest point in the top of the tank by one of the following methods:
 1. A 1¼ in. (32 mm) minimum diameter individual vent pipe extending undiminished in size through the roof.
 2. A continuous vent serving as a drain for not more than three fixtures provided the drain portion is increased one pipe size larger than the largest required trap.

4-7.11.3 Body Waste Holding Tank.

- (a) Toilet connections shall be 3 in. (76 mm) minimum pipe size and shall extend vertically. The inlet fitting shall not extend downward into the tank more than 1½ in. (38 mm). The toilet connection shall be designed to receive or conform in an approved shape to a closet flange of standard dimensions or other approved fitting.
- (b) Drain opening shall be a 3 in. (76 mm) minimum pipe size outlet located at the lowest point in the tank. A listed fullway termination valve shall be directly connected to the tank or installed in the drainpipe of the tank within 36 in. (914 mm) of the tank drain outlet.
- (c) The tank shall be vented at the highest point in the top of the tank by one of the following methods:
 1. A 1¼ in. (32 mm) minimum diameter individual vent pipe extending undiminished in size through the roof.
 2. A continuous vent serving as a drain from one additional fixture provided the drain portion is increased one pipe size larger than the largest required trap.

3. Two or more vented drains when at least one is wet-vented and each drain is separately connected to the top of the tank.

4-7.11.4 Connections Between Holding Tanks. No drain connection shall be made between liquid and body waste holding tanks upstream of fullway termination valves.

4-7.11.5 Operation and Location of Fullway Termination Valves. Fullway termination valves shall be designed for manual operation from outside the Park Model RV and have no extension or activating device within the vehicle.

Exception: Remotely controlled terminal valves shall be allowed. If used they shall comply with the following:

1. The remotely operated valve(s) shall be capable of manual operation.
2. The valve control shall be installed outside the living volume of the Park Model RV with a security lockout.

4-7.11.6 Fixture drain outlets shall be higher than the toilet flood level unless the fixture drain is provided with a backwater valve.

4-7.12.1 Size of Drain Outlets.

- (a) A drain outlet used for the discharge of body waste shall be nominal 3 in. (76 mm) minimum pipe size.
- (b) Except for listed flexible drain systems, a drain outlet used for the discharge of liquid waste shall be 1½ in. (38 mm) minimum pipe size.

4-7.12.2 Location of Main Drain Outlet(s). Each Park Model RV shall have a main drain outlet(s) that shall terminate at any point on either side or at the rear within 18 in. (457 mm) of the side or rear wall and shall direct its discharge outward or vertically downward. When less than 18 in. (457 mm) above the ground, the drain outlet(s) shall be permitted to terminate vertically when it is equipped with a manual disconnect type coupler and a companion elbow hose adapter.

4-7.12.3 Drain Outlet Caps. Each drain outlet shall be equipped with a watertight cap which shall be attached to the vehicle or drain piping.

4-7.12.4 Clearance from Drain Outlets. Drain outlets shall be provided with a minimum clearance of 1½ in. (38 mm) on three sides from all parts of the vehicle and with clearance directly in front of the outlet to permit connection of a drain hose or cap.

4-7.12.5 Coupling Devices. Where drain outlets are equipped or arranged for hose coupling devices, such devices shall be of the manual disconnect type.

4-8 Vents and Venting.

4-8.1 General. Each plumbing fixture water seal trap shall be protected against siphonage and back-pressure. Air circulation shall be ensured throughout all parts of the drainage system by means of vents installed in accordance with the requirements

of this section and/or as otherwise required by this standard. Except as specifically provided elsewhere in this standard, vent pipes shall not be used as waste or drain pipes.

4-8.2 Materials.

4-8.2.1 Pipe. Vent piping shall be standard weight galvanized steel, galvanized wrought-iron, brass, copper tube DWV, listed DWV plastic or other approved or listed materials.

4-8.2.2 Fittings. Appropriate fittings shall be used for all changes in direction, size or shape, and where pipes are joined. The material and design of fittings shall conform to appropriate national standards. (See APPENDIX C) Listed rectangular tubing shall be permitted to be used for venting. Suitable listed transition fittings shall be used.

4-8.3 Size of Vent Piping.

4-8.3.1 Individual Vents.

- (a) Unless protected by an anti-siphon trap vent device (see 4-8.5), a 1¼ in. (32 mm) minimum diameter vent pipe shall be required for all individually vented fixtures with 1½ in. (38 mm) or smaller water seal traps.
- (b) The continuous vent of wet-vented drainage systems shall be 1¼ in. (32 mm) minimum diameter.

4-8.3.2 Common Vents. When two fixture water seal traps located within the distance allowed from their vent have their trap arms connected separately at the same level into an approved double fitting, an individual vent pipe may serve as a common vent without any increase in size.

4-8.3.3 Intersecting Vents. Where two or more vent pipes are joined together, no increase in size shall be required; however, the largest vent pipe shall extend full size through the roof.

4-8.3.4 Flush Toilet Venting. The trap arm piping for each flush toilet shall be vented by 1½ in. (38 mm) minimum diameter vent or rectangular vent of venting cross section equivalent to or greater than the venting cross section of a 1½ in. (38 mm) diameter vent, connected to the trap arm within the distance outlined in Table 4-7.7.3 for 3 in. (76 mm) trap arms. The connection shall be accomplished by one of the following methods:

- (a) A 1½ in. (38 mm) diameter (minimum) individual vent pipe or equivalent connected to the trap arm and extended undiminished in size through the roof,
- (b) A 1½ in. (38 mm) diameter (minimum) continuous vent indirectly connected to the toilet drain pipe through a 2 in. (51 mm) wet vented drain.

4-8.4 Vent Connections and Grades.

4-8.4.1 Horizontal Vents. Each vent, other than a wet-vented drain, shall extend vertically from its fixture "T," or point of connection with the waste piping, to a point not less than one (1) vent pipe diameter above the flood level of the lowest

fixture connected to that drainage system, before offsetting horizontally or being connected with any other vent pipe. Vents for horizontal drains shall connect to the drain piping downstream of the water seal trap. Vents, other than wet-vented drains, shall connect above the centerline of horizontal drain piping.

4-8.4.2 Grades. Vents shall be level or so designed to drain back to the drainage system by gravity.

4-8.5 Anti-Siphon Trap Vent Devices.

4-8.5.1 General. An anti-siphon trap vent device shall be permitted to be used only as a secondary vent in accordance with the following:

- (a) An anti-siphon trap vent device shall be installed in accordance with the terms of its listing.
- (b) One anti-siphon trap vent device shall be permitted to serve not more than two fixtures.
- (c) Anti-siphon trap devices shall not be used as a primary vent for toilets or holding tanks.
- (d) When a fixture drain or main drain bypasses the toilet and/or holding tank, there shall be a primary vent.
- (e) Two fixtures protected by one anti-siphon trap vent device shall be drained by a common 1½ inch (38 mm) minimum drain.
- (f) The device shall be installed in an accessible location that permits a free flow of air.

4-8.6 Vent Terminations.

4-8.6.1 Roof Extension. Except as otherwise permitted in this standard, each vent pipe shall pass through the roof and terminate vertically, undiminished in size, not less than 1 in. (25.4 mm) above the roof. Vents terminating on curved roof areas must pass through the roof at a point as high as practical.

4-8.6.2 Waste Holding Tank Vent Openings-Location. Waste holding tank vent openings shall not be less than 3 ft (0.9 m) from any motor-driven air intake that opens into habitable areas.

4-8.6.3 Flashing. The opening around each vent pipe shall be made water-tight by an adequate flashing or flashing material.

4-8.6.4 Vent Caps. Vent caps, if provided, shall be of the removable type without removing the flashing from the roof.

4-9 Plumbing System Tests.

4-9.1 Water Piping System Tests. All pressure water piping in the water distribution system shall be subjected to a pressure test. An adequate and accurate pressure gauge or bubble-type leak detector shall be used on all tests. Tests shall be performed to one of the following methods, as appropriate. When any substance other than potable water is added to the water distribution system, that substance shall be identified for use in a potable water system.

NOTE: Warning Ethylene glycol, methanol based antifreeze, or other poisonous chemicals shall not be used.

CHAPTER 5 - CONSTRUCTION REQUIREMENTS

5-1 General Requirements. Unless noted otherwise in a subsection of this chapter, Park Model RVs exceeding eight feet, six inches (8'-6", 2.5908 m) in width while in the travel mode shall be constructed in accordance with the requirements of this chapter.

5-1.2 Nothing in this chapter shall prohibit alternate methods of construction that can be proven by test or calculation to meet the loading requirements of Section 5-3.

5-1.3 All construction methods and workmanship shall conform with accepted engineering practices.

5-1.4 Set-up and Consumer Manual. The manufacturer shall supply general set-up and consumer maintenance instructions with each Park Model RV. These instructions shall include location of blocking, anchors, including stabilizing plates and all special instructions.

5-2 Materials.

5-2.1 All lumber used in structural applications shall be graded by an association or independent grading agency.

5-2.2 Trusses shall be tested or calculated to meet the requirements of this Chapter. All lumber used in trusses shall bear grade marks prior to cutting.

5-2.3 All materials shall be installed in accordance with the manufacturer's installation instructions where available.

5-2.4 Resistance to Elements. Exterior coverings and openings for window equipment or vents shall be designed to resist the infiltration of air and water into the roof or wall cavity except for designed ventilation. Applies to all Park Model RVs regardless of width.

5-2.5 Rodent Resistance. Exterior surfaces shall be sealed to resist the entrance of rodents. Applies to all Park Model RVs regardless of width.

5-3 Structural Design Requirements.

5-3.1 Park Model RVs exceeding eight feet, six in. (8'-6", 2.5908 m) in width while in the travel mode shall be designed and constructed as a completely integral structure capable of sustaining the load requirements of the Chapter. Additional removable framing may be incorporated to transmit dynamic loads incurred while in transit if the use of such supports is fully described in the owner's manual or other documentation provided to the purchaser.

5-3.2 Sizes and connections for structural members not specified in this Chapter shall be designed in accordance with generally accepted engineering practice.

4-9.1.1 Pressurized System Test. The test shall be performed by subjecting the pressure water piping system to either air or water pressure for 10 minutes without leakage or loss of pressure with either (a), (b) or (c) below:

- (a) Filling the entire piping system including the water heater storage tank and the pressurized potable water storage tank with water and pressure testing with air or water at 80 psi to 100 psi (551 kPa to 689 kPa).
- (b) Removing the water heater storage tank and the pressurized potable water storage tank from the piping system and pressure testing with air at 80 psi to 100 psi (551 kPa to 689 kPa).
- (c) Testing the entire piping system, including the water heater storage tank and the pressurized potable water storage tank with air only at 30 psi ± 2 psi (207 kPa ± 15 kPa).
- (d) The water heater storage tank and the pressurized water storage tank shall be connected and tested with air at 30 psi to 35 psi (207 kPa to 241 kPa).

Exception: PVC and CPVC systems shall be tested to parts (a) or (c) only.

4-9.2 Tests for Drainage and Vent Systems. The waste and vent system shall be subjected to one of the three following tests without evidence of leaks.

- (a) *Water Tests.* Before plumbing fixtures are connected, all of the openings into the piping shall be plugged and the entire piping system subjected to a static water test for 15 minutes by filling it with water to the top of the highest vent opening.
- (b) *Air Tests.* After all fixtures have been installed, the water seal traps filled with water, and the remaining openings securely plugged, the entire system shall be subjected to a 2 in. (51 mm) (manometer) water column air pressure test.
- (c) *Fixture Flood Level Tests.* The Park Model RV shall be in a level position, all fixtures shall be connected, and the entire system shall be filled with water to the flood level rim of the toilet bowl. (Tub and shower drains shall be plugged.) After all trapped air has been released the test shall be sustained for not less than 15 minutes. The waste piping above the level of the toilet shall be tested and show no indication of leakage when the high fixtures are filled with water and emptied simultaneously to obtain the maximum possible flow in the drain piping.

4-9.3 Liquid Waste System Tests. When a Park Model RV is equipped with a liquid waste holding system, it shall be subjected to a static water test without evidence of leaks for fifteen (15) minutes by filling the system with water to the level of the lowest connected trap without evidence of leaks.

4-9.4 Flow Tests. The plumbing fixtures and connections shall be subjected to a flow test without evidence of leaks or retarded flow by filling them with water and then simultaneously emptying them.

5-3.3 Structural components which are not constructed as specified in this Chapter shall be designed to provide the following loads at a minimum:

- Floor Design Live Load 30 psf (1.436 kPa)
- Roof Design Live Load 30 psf (1.436 kPa)

5-3.4 Allowable Deflection. Structural components which are not constructed as specified in this Chapter shall be designed to provide the following maximum live load deflection:

- Floor Components - L/240
- Roof Components - L/180
- Load Bearing Wall Headers - L/180

5-3.5 Space, Light, and Ventilation.

5-3.5.1 Space.

5-3.5.2 Bath. When installed in a Park Model RV a bath shall have a minimum of one lavatory, one water closet and one tub or shower. These fixtures shall not be required to be in the same room. Park Model RVs that do not have a bath are for use at sites that have such facilities for the occupants use. Applies to all Park Model RVs regardless of width.

5-3.5.3 Room Height. Every habitable room and bathroom shall have a minimum ceiling height of not less than 6 ft, 6 in. for a minimum of 50 percent of the room's floor area. The remaining area may have a ceiling with a minimum height of 6 ft, 0 in. (1.8288 m). Minimum height of room extensions shall be 5 ft, 0 in. (1.524 m). Applies to all Park Model RVs regardless of width.

5-3.6 Light and Ventilation.

5-3.6.1 Habitable Rooms. Habitable rooms shall be provided with exterior windows, skylights, or doors having a total glazed area of not less than 8 percent of the room gross floor area. An area equivalent to not less than 4 per cent of the room gross floor area shall be openable for ventilation. Applies to all Park Model RVs regardless of width.

5-3.6.2 Bathroom. Each bathroom shall be provided with artificial light and, in addition, be provided with external windows or vents having not less than one square foot of fully openable area except where a mechanical ventilation system to the exterior is provided capable of producing a change of air every 12 minutes. Applies to all Park Model RVs regardless of width.

5-4 Floor Construction.

5-4.1 General. Floor assemblies that are not verified by test or calculation shall be constructed as specified below. Fastening shall be in accordance with the fastening schedule at the end of this Chapter.

5-4.2 Floors. Floors shall be constructed of wood members mounted on a steel frame. The wood members shall be not less than 2" x 4" (51 mm x 102 mm) (nominal) spaced at 16" (406

mm) on centers maximum for longitudinal joists or 2" x 6" (51 mm x 152 mm) (nominal) if spaced at 24" (610 mm) on centers maximum for longitudinal or transverse joists.

5-4.2.1 Subflooring shall be plywood, oriented strand board, particle board or equivalent which is rated for the application and installed in accordance with the manufacturer's recommendations. Minimum subflooring thickness shall be in accordance with the following chart:

Max. Joist Spacing	Plywood/OSB.	Particle Board
16" (406 mm) o.c.	1/2" (12.7 mm)	5/8" (15.87 mm)
20" (508 mm)	5/8" (15.87 mm)	11/16" (17.46 mm)
24" (610 mm)	3/4" (19.05 mm)	13/16" (20.64 mm)

5-4.2.2 Steel Frames.

a) **Transverse Floors.** Steel frames shall be constructed from the following materials as a minimum for floor assemblies with transverse joist orientation:

Main rails - 8" (203 mm) x 6.5 # I-beam spaced not less than 75" (1905 mm) apart.

Cross members - 1/4" (32 mm) x 2" (51 mm) x 1/4" (32mm) 13 ga. "C" or "Z" section steel.

Outriggers - 14 ga. "Z" section steel with 1/4" (32 mm) minimum top and bottom flanges with 6" (152 mm) minimum depth at the main rails.

Spacing of Outriggers and Cross Members - Outriggers and Cross Members shall be placed at the following maximum spacings:

Floor joists 20" (508 mm) or less on centers - 96" (2438 mm) on centers maximum. Floor joists over 20" (508 mm) on centers - 48" (1219 mm) on centers.

b) **Longitudinal Floors.** Steel frames shall be constructed from the following materials as a minimum for floor assemblies with longitudinal joist orientation:

Main rails - 8" (203 mm) x 6.5 # I-beam spaced not less than 75" (1905 mm) apart.

Cross members - Open web steel truss joists constructed as follows at 48" (1219 mm) on centers maximum: 1/4" (32 mm) x 1/4" (32 mm) x 13 ga. steel angle top and bottom members with 6" (152 mm) minimum depth at the main rails. 5/16" (7.93 mm) (minimum) steel rod web members installed at no more than 45° from vertical.

Optionally, cross members may be constructed of (1/4" 32 mm) x 6" (152 mm) x 1/4" (32 mm) "Z" section or "C" section 13 ga. steel.

Outriggers - 14 ga. "Z" section steel with 1/4" (32 mm) minimum top and bottom flanges spaced at 48" (1219 mm) on centers maximum with 6" (152 mm) minimum depth at the main rails.

5-4.3 Insulation. Installed insulation shall be rated by the insulation manufacturer, prior to installation. A minimum of R-5 is required in floor cavity. Applies to all Park Model RVs regardless of width.

5-4.4 Moisture Resistance. Wood floors or subfloors in kitchens, bathrooms, (including toilet compartments), laundry areas, water heater compartments, and other areas subject to

excessive moisture shall be made moisture-resistant by sealing or by an overlay of non-absorbent material applied with water resistant adhesive. Applies to all Park Model RVs regardless of width.

5-5 Wall Construction.

5-5.1 General. Load bearing wall assemblies shall be of sufficient strength and rigidity to transfer all vertical loads to the floor.

5-5.2 Framing. Load bearing wall assemblies which are not verified by test or calculation shall be constructed as specified below and fastened in accordance with the fastening schedule Table 5.1.

5-5.2.1 Stud Requirements.

a) 2 x 3 Studs.

1) Minimum 2" x 3" (51 mm x 76 mm) (nominal) studs of #3 or stud grade SPF South or better spaced no more than 16" (406 mm) on centers with not more than 84" (2134 mm) in unsupported height.

2) Minimum 2" x 3" (51 mm x 76 mm) (nominal) studs of #3 or Stud grade SPF or HF or better spaced no more than 16" (406 mm) on centers with not more than 96" (2438 mm) in unsupported height.

b) 2 x 4 Studs.

1) Minimum 2" x 4" (51 mm x 101 mm) (nominal) studs of #3 or Stud grade SPF South or better spaced no more than 24" (610 mm) on centers with not more than 96" (2438 mm) in unsupported height.

2) Minimum 2" x 4" (51 mm x 102 mm) (nominal) studs of #3 or Stud grade SPF or HF or better spaced no more than 16" (610 mm) on centers with not more than 120" (3048 mm) in unsupported height.

5-5.2.2 Plate Requirements.

a) All 2" x 3" (51 mm x 76 mm) (nominal) load-bearing wall assemblies shall be constructed with at least two top plates, each no less than 1/2" (38 mm) thick by the width of the studs, except that units constructed with the concentrated loads from the roof located within 1/2" (38 mm) of the wall stud locations shall be permitted to be constructed with single 3/4" (19 mm) thick top plates. 2x top plates shall be #3 or Stud grade SPF South or better while 1x top plates shall be #3 common or better.

b) All 2" x 4" (51 mm x 102 mm) (nominal) or larger load bearing wall assemblies shall be constructed with at least one top plate which shall be no less than 1/2" (38 mm) thick by the width of the studs, except that units constructed with the concentrated loads from the roof located within 1/2" (38 mm) of the wall stud locations shall be permitted to be constructed with single 3/4" (19 mm) thick top plates. Top plates shall be #3 or Stud grade SPF South or better.

c) All load bearing wall assemblies shall be constructed with at least one bottom plate no less than 3/4" (19 mm) thick by the width of the studs.

5-5.2.3 Framing for Openings in Bearing Walls.

a) Studs.

1) Openings in load bearing wall assemblies which exceed 32" (813 mm) in width for walls constructed of 2" x 3" (51 mm x 76 mm) (nominal) lumber, or which exceed 48" (1219 mm) for walls constructed of 2" x 4" (51 mm x 102 mm) (nominal) or larger lumber, shall be framed with double studs. The inner stud shall extend from the bottom of the header to the wall bottom plate and the outer studs shall extend from the top plate to the bottom plate.

b) Headers.

1) Headers over openings in load bearing walls constructed of 2" x 3" (51 mm x 102 mm) (nominal) studs shall be at least one (1) piece 1/2" (38 mm) thick #3 or Stud grade SPF South on edge and one (1) piece 3/4" (19 mm) thick #3 or Stud grade SPF South lumber on edge. A filler may be inserted between the members to bring the header to the same thickness as the stud wall.

2) Headers over openings in load bearing walls constructed of 2" x 4" (51 mm x 76 mm) (nominal) or larger studs shall be at least two (2) pieces of 1/2" (38 mm) thick #3 or Stud grade SPF South lumber on edge, separated by appropriate filler pieces to bring the header to the same thickness as the wall stud.

3) Header Spans. Headers shall be at least as deep as the following chart:

Max. Span	2" x 3" Walls (51 mm x 76 mm)	2" x 4" or Larger Walls (51 mm x 102 mm)
48" (1219 mm)	5.5" (140 mm)	3.5" (89 mm)
72" (1829 mm)	7.25" (184 mm)	5.5" (140 mm)
96" (2438 mm)	9.25" (235 mm)	7.25" (184 mm)
120" (3048 mm)	N/A	9.25" (235 mm)
144" (3658 mm)	N/A	11.25" (286 mm)

5-5.3 Non-Bearing Walls: When trusses are supported by the sidewalls, framing may be constructed as follows:

a) Studs.

1) 2" x 3" (51 mm x 76 mm) (nominal) SPF #3 or stud grade 24" (610 mm) OC 96" (2438 mm) tall

2) 2" x 4" (51 mm x 102 mm) (nominal) SPF #3 or stud grade 24" (610 mm) OC 120" (3048 mm) tall

b) Plates.

1) Minimum 3/4" (19 mm) SPF #3 or stud grade

c) Openings.

1) Studs at openings

i) 2" x 3" (51 mm x 76 mm) (nominal) Studs (one) required at openings not over 31" (787 mm)

ii) 2" x 4" (51 mm x 102 mm) (nominal) Studs (two) required on all other openings

2) Headers.

i) 2"x 3" (51 mm x 76 mm) (nominal) walls flat member on openings up to 48" (1219 mm), 2"

x 6" (51 mm x 152 mm) (nominal) on openings larger. (One) required at openings not over 48" (1219 mm)

- ii) 2" x 4" (51 mm x 102 mm) (nominal) wall flat member on openings up to 64" (1626 mm), 2" x 6" on openings larger (two) required on all other openings

5-5.4 Insulation. Installed insulation shall be rated by the insulation manufacturer, prior to installation. A minimum of R-5 is required in wall cavities. Applies to all Park Model RVs regardless of width.

5-6 Roof Construction.

5-6.1 General. Roof assemblies that are not verified by test or calculation shall be constructed as specified below. Fastening shall be in accordance with the fastening schedule **Table 5.1**.

5-6.2 Roof framing shall consist of certified and listed trusses installed in accordance with the terms of their listing.

5-6.3 Roof assemblies shall be constructed with edge rails at least ¼" (19 mm) thick. The minimum depth, width (or height) of the edge rail shall be the depth of the truss heel or 3½" (89 mm), whichever is less.

5-6.4 If installed, roof sheathing application shall conform to the requirements of the roof finish material manufacturer's installation instructions. If no instructions are available, the minimum fastening is per **Table 5.1**.

5-6.5 Insulation. Installed insulation shall be rated by the insulation manufacturer, prior to installation. A minimum of R-7 is required in ceiling cavities. Applies to all Park Model RVs regardless of width.

5-7 Test Procedures.

5-7.1 All test procedures shall be conducted in accordance with accepted engineering practices and shall be observed by a Registered Professional Engineer or Architect or an independent third-party agency. Test procedures and test results shall be certified by the observing professional or an independent third-party agency.

5-7.1.1 Ultimate Load Tests. Ultimate Load tested materials or assemblies shall sustain an ultimate load of the Dead Load plus 2.5 times the Design Live Load.

5-7.1.2 Proof Load Tests. Proof Load tested materials or assemblies shall sustain a proof load of the Dead Load plus 1.75 times the Design Live Load for a duration of three (3) hours with residual deflection which is equal to or less than the allowable deflection when measured within twelve (12) hours after the load is removed.

5-8 Anchoring Systems.

5-8.1 Each Park Model RV shall be provided with the necessary attachment points and/or strapping to facilitate the

installation of at least six (6) ground anchors. Units that are constructed with connections between roof components and the exterior walls, exterior walls and the floor, and the floor and chassis in accordance with **Table 5.1** or equivalent designed by a registered professional engineer or architect may be provided with, chassis anchor points only. Units that do not provide fastening as specified in **Table 5.1** (or equivalent) must be provided with alternate means for tie-down of the entire structure that have been designed by a registered professional engineer or architect.

5-8.2 When the installation instructions for the Park Model RV provide for the chassis to be used as the point for connection of diagonal ties, no specific connecting devices need to be provided on the main chassis structure.

5-8.3 Strapping shall be ¼ in. x 0.035 in. or larger steel strapping conforming to ASTM D3953-13, Standard Specification for Steel Strapping, Flat Steel and Seals, Type 1, Grade 1, Finish B with a minimum total capacity of 4,725 pounds (lbs) and a working capacity of 3,150 pounds.

5-8.4 This section shall apply to all Park Model RVs regardless of size.

5-9 Condensation Control. Ceiling cavities shall have a vapor barrier having a permeance no greater than 1 perm (dry cup method) on the interior side of (under) the insulation. Applies to all Park Model RVs regardless of width.

Exception: Ceiling panels faced with polyvinyl chloride film of at least 4 mils (0.004 in., 0.10 mm) thickness shall be deemed to meet this requirement.

5-10 Loft Areas. All loft areas shall comply with the provisions in this section.

Exception: Adjacent Loft Areas. "Light and Ventilation, Exit, and Fire Detection Requirements" may be combined with adjacent areas if a clear opening between the two areas of at least 60" (1524 mm) in width and the full height floor to ceiling in the loft area is provided.

5-10.1 Light and Ventilation. Each loft area shall be provided with exterior windows, skylights or doors having a total glazed area of not less than 8% of the gross floor area. An area equivalent to not less than 4% of the loft gross floor area shall be openable for ventilation.

5-10.2 Means of Escape. Each loft area shall have a minimum of one exit in addition to the staircase or ladder into the loft area. This exit shall provide direct access to the exterior and comply with 3-2.2 through 3-2.6.

5-10.3 Fire Detection. In addition to the smoke alarm(s) located on the main floor, each loft area shall have at least one smoke alarm installed that shall comply with the requirements listed in Section 3-3 "Fire Detection Equipment."

5-10.4 Stairways.

5-10.4.1 Size Requirements – All Stairways.

5-10.4.1.1 Width. Stairways shall not be less than 17 in. (432 mm) in clear width at all points at or above the permitted handrail. The minimum width below the handrail height shall not be less than 20 in. (508 mm).

5-10.4.1.2 Treads and Risers. Treads shall be a minimum of seven inches (178 mm) and risers shall be a maximum of twelve inches (305 mm). Tread depth and risers height shall be permitted to be calculated based upon the following formula:

Minimum Tread depth = 20" (508 mm) minus 4/3 riser height
OR

Maximum Riser Height = 15" (381 mm) minus 3/4 tread depth

5-10.4.1.3. Uniformity of Treads and Risers. The greatest riser height within any flight of stairs, other than the top riser, shall not exceed the smallest by more than 3/8" (10 mm).

5-10.4.2 Special Stair Requirements.

5-10.4.2.1 Winder Stairs. Winder stairs shall be permitted provided that the width of the tread at a point not more than 12 in. (305 mm) from the side where the treads are narrower is not less than 10 in. (254 mm) and the minimum width of any tread is not less than 6 in. (152 mm). A continuous handrail shall be provided on the side where the tread is narrower.

5-10.4.2.2 Spiral Stairs. Spiral stairs shall be permitted, provided the minimum width shall be 26 in. (660 mm) with each tread having a 7½ in. (190 mm) minimum tread width at 12 in. (305 mm) from the narrow edge. All treads shall be identical, and the rise shall be installed in accordance with the manufacturer's instructions or calculation. Calculations shall include concentrated loads totaling actual dead load plus 250 pounds (93kg).

5-10.4.2.3 Alternating Tread Devices. Alternating tread devices shall be permitted, provided the width complies with 5-10.4.1.1, the handrail complies with 5-10.6, have a minimum projected tread of 8.5 in., a minimum tread depth of 10.5 in., and a maximum tread rise of 8 in.

5-10.5 Access Ladders.

5-10.5.1 Size and Capacity. Ladders supplied for access to a loft shall have 12" (305 mm) minimum rung width and 10" (254 mm) to 14" (356 mm) spacing between rungs. Ladders shall support a 300 pound (136 kg) load. Rung spacing shall be uniform within 3/8" (9.5 mm).

5-10.5.2 Stability. Ladders shall be designed to prevent lateral movement in excess of two inches (51 mm) when in use and ladders shall be designed to be installed at 70 to 80 degrees.

5-10.6 Handrails.

5-10.6.1 Handrails. Handrails having minimum and maximum heights of 30 in. and 38 in. (762 mm and 965 mm), respectively, measured vertically from the nosing of the treads

shall be provided on at least one side of stairways of three or more risers. Spiral stairways shall have the required handrail located on the outside radius. All required handrails shall be continuous the full length of the stairs. Ends shall be returned or shall terminate in newel posts or safety terminals. Handrails adjacent to a wall shall have a space not less than 1½ in. (38 mm) between the wall and the handrail.

Exceptions:

- 1) Handrails shall be permitted to be interrupted by a newel post at a turn.
- 2) The use of a volute, turnout or starting easing shall be allowed over the lowest tread.

5-10.6.2 Handrail Grip Size. Handrails shall have either a circular cross-section with a diameter of 1¼ in. (32 mm) to 2 in. (51 mm) or a non-circular cross-section with a perimeter of at least 4 in. (102 mm) but not more than 6¼ in. (159 mm) and a largest cross-section dimension not exceeding 2¼ in. (57 mm). Edges shall have a minimum radius of ½ in. (3 mm).

5-10.7 Guardrail Requirements. Guardrails on open sides of stairways, raised floor areas, and/or balconies, shall have intermediate rails or ornamental closures, which do not allow passage of an object 4 in. (102 mm) or more in diameter. Raised floor surfaces located more than 30 in. (762 mm) above the floor below shall have guardrails not less than 36 in. (914 mm) in height or one-half (½) the maximum clear height to the ceiling, whichever is less. Open sides of stairs with a total rise of more than 30 in. (762 mm) above the floor or grade below shall have guardrails not less than 34 in. (864 mm) in height measured vertically from the nosing of the treads.

Exception: The triangular opening formed by the riser, tread and bottom rail of a guard at the open side of a stairway may be of such a size that a sphere 6 in. (152 mm) cannot pass through.

5-10.7.1 Openings in guardrails for ladders shall be permitted if a ladder is provided and the opening does not exceed the ladder width by more than 12 in. (305 mm).

5-10.7.2 Guardrails shall be permanent and shall not be permitted to be hinged or removable.

5-11 Factory-Built Porch Construction Requirements.

5-11.1 General Requirements.

5-11.1.1 Porches that are manufactured as an integral part of a Park Model RV that exceeds eight feet six inches (8'-6") (2.5908 m) in width while in the travel mode shall be constructed in accordance with the requirements of this chapter. Units that are eight feet six inches (8'-6") (2.5908 m) in width or less while in the travel mode shall conform with all the requirements below with the exception of the structural load requirements.

5-11.1.2 Nothing in this chapter shall prohibit alternate methods of construction which can be proven by test or calculation to meet the loading requirements contained herein.

5-11.1.3 All construction methods and workmanship shall conform to accepted engineering practice.

5-11.1.4 The wall of the Park Model RV that is adjacent to the porch shall have exterior finish material installed continuous to the bottom of the floor assembly.

5-11.2 Materials.

5-11.2.1 All lumber used in structural applications shall be graded by an association or independent grading agency and shall be naturally resistant to weather and insect damage or shall be preservative treated to resist weather and insect damage unless completely protected from exposure to the exterior atmosphere. Preservatives shall be used as listed in accordance with American Wood Protection Association AWPA U1, Section 4.

5-11.2.2 All materials shall be installed in accordance with the manufacturer's installation instructions where available.

5-11.2.3 All fasteners used in porch construction that are exposed to the atmosphere shall be corrosion resistant.

5-11.2.4 All Plastic composite exterior deck boards, stair treads, guards and handrails shall comply with the requirements of ASTM D 7032, Standard Specification for Establishing Performance Ratings for Wood-Plastic Composite and Plastic Lumber Deck Boards, Stair Treads, Guards, and Handrails.

5-11.3 Structural Design Requirements.

5-11.3.1 Porches that are manufactured as an integral part of a Park Model RV that exceeds eight feet six inches (8'-6") (2.5908 m) in width while in the travel mode shall be designed and constructed to sustain the load requirements applicable to the main body of the trailer to which the porch is attached. Additional removable framing may be incorporated to transmit dynamic loads incurred while in transit if the use of such supports is fully described in the owner's manual or other documentation provided to the purchaser.

5-11.3.2 Design of structural elements shall be in accordance with the ANSI A119.5 Standard for Park Model Recreational Vehicles

5-11.4 Floor Construction.

5-11.4.1 General. Floor assemblies shall be constructed as specified in the current ANSI A119.5 Standard for Park Model Recreational Vehicles.

5-11.4.2 All porch framing lumber and decking materials shall be graded by a nationally recognized association or independent grading agency and shall be naturally resistant to weather and insect damage or shall be treated to resist weather and insect damage unless completely protected from the atmosphere. Preservatives shall be used as listed in accordance with AWPA U1, Section 4.

5-11.4.3 Decking shall be plywood, oriented strand board, particle-board or equivalent which is rated for the application and installed in accordance with the manufacturer's recommendations. All decking materials shall be approved for exterior use or shall be completely protected from exposure to the exterior atmosphere. Minimum decking thickness shall be in accordance with the following chart:

Max. Joist Spacing	Plywood/OSB	Particle board
16" (406 mm) o.c	1/2" (12.7 mm)	5/8" (15.88 mm)
20" (508 mm)	5/8" (15.88 mm)	11/16" (17.46 mm)
24" (610 mm)	3/4" (19.05 mm)	13/16" (20.64 mm)

Exception: Decking may consist of 5/4" (32 mm) (nominal) treated deck lumber installed over joists spaced a maximum of sixteen inches (406 mm) on centers and with a minimum one-eighth inch (3 mm) gap between boards. Equivalent composite deck boards installed, and spaced, per the manufacturer's requirements may be used.

5-11.4.4 Porch floor assemblies shall be sloped away from the main body floor assembly and shall maintain a slope equal to at least 1/4 in. (6 mm) per 8 ft (2.44 m) span.

Exception: Decks constructed of decking boards as specified in the exception in 5-11.4.3 shall not require a slope.

5-11.4.5 Floor assemblies shall not contain insulation.

5-11.4.6 Floor assemblies shall not contain heating or cooling ducts or facilities to incorporate such ducts.

5-11.4.7 Floor coverings, if installed, shall be designed for exterior use.

5-11.4.8 Porch floor assemblies shall be structurally independent from the floor assembly of the main body.

5-11.4.9 Steel frames supporting the floor shall be constructed identical to and integrated into the frame supporting the main unit.

5-11.5 Guardrail Construction.

5-11.5.1 General. Porches shall have a continuous guardrail on all sides except as provided for access off the porch.

5-11.5.2 Guardrails shall extend at least 36 in. (914 mm) above the floor surface. The distance between the bottom of the guardrail and the deck shall not allow passage of an object 4 in. (102 mm) in diameter.

5-11.5.3 Guardrails shall have intermediate rails or ornamental enclosures which are a minimum of 2 in. (51 mm) on centers and which do not allow passage of an object 4 in. (102 mm) in diameter.

5-11.5.4 Guardrails may be interrupted by vertical supports for the roof structure.

5-11.5.5 Vertical supports for the roof structure shall be no closer than 36 in. (914 mm) on centers.

5-11.6 Screen Enclosures. Removable screen enclosures may be included but shall not contain provisions for installation of windows or other weatherproof materials. Screens and screen enclosures shall not be a structural member that is able to support the roof.

5-11.7 Roof Construction.

5-11.7.1 General. Roof assemblies shall be constructed identical to the roof assembly of the main trailer except for insulation or shall be substantiated by calculation or test report.

5-11.7.2 Headers that support roof extensions over the porch shall be as specified in the current ANSI A119.5 Standard for Park Model Recreational Vehicles.

5-11.7.3 Porch roof assemblies shall not contain insulation.

5-11.7.4 Porch roof assemblies shall not contain heating or cooling ducts or facilities to incorporate such ducts.

5-11.8 Exterior Outlets.

5-11.8.1 Each porch shall have a minimum of one outdoor receptacle which shall contain ground-fault circuit-interrupter protection for personnel. At least one lighting outlet controlled by an interior wall-mounted switch shall be installed to illuminate the porch. Such lighting shall also be permitted to serve as the required lighting outlet for the adjacent exterior exit door.

5-11.8.2 All wiring fixtures and devices shall be approved for exterior use.

5-11.8.3 No electrical wiring shall be installed in the porch area except as specified.

Table 5.1 - Fastening Schedule for PMRVs Designed Without Alternative Engineering Systems

NOTE: Unless tested, calculated, or otherwise specified in this table all fasteners shall be long enough to permit at least one (1) in. (25.4 mm) penetration into the second member or as specified by the manufacturer of the product. Splitting of members shall be minimized by staggering all fasteners in the direction of the grain and by keeping all fasteners well in from the edges of the member. Manufacturers who elect to use alternative engineering systems must obtain confirmation from a registered professional engineer or architect before using this Table.

CONSTRUCTION DETAIL	TYPE OF FASTENER	QUANTITY & APPLICATION
FLOOR		
Joist to Perimeter Joist	7/16" (11.11 mm) - 16 Ga. Staples	4 Ea. End Of Joist
Perimeter Joist Splice	7/16" (11.11 mm) - 16 Ga. Staples	5 Ea. Side Of Joint-80% Glue Coverage
Decking to Joist	7/16" (11.11 mm) - 16 Ga. Staples	6" (152.4 mm) O.C. Edge - 10" (254 mm) O.C. Field - 80% Glue
Bottom Board to Joist	1" x 5/8" (25.4 mm x 16 mm)- 16 Ga. Staples	6" (152.4 mm) O.C. Perimeter Of Floor
Chassis to Floor Framing	3/8" x 3" (9.52 mm x 76.2 mm) Full Thread Lag Screw	Alternate Joists & Each Outtrigger
Multiple Joists	7/16" (11.11 mm) - 15 Ga. Staples	12" (304.8 mm) O.C. Staggered
EXTERIOR WALL		
Stud to Top Plate	7/16" (11.11 mm) - 16 Ga. Staples	2 Ea. End Of Stud
Stud to Bottom Plate	7/16" (11.11 mm) - 16 Ga. Staples	2 Ea. End Of Stud
Multiple Studs @ Jack Studs	7/16" (11.11 mm) - 16 Ga. Staples	12" (304.8 mm) O.C. - Staggered
Stud to Header	7/16" (11.11 mm) - 16 Ga. Staples	2 Ea. End Of Member
Finish Material to Stud	5/32" x 3/4" (4.0 mm x 19.05 mm) -.025 Staples	6" (152.4 mm) O.C. Edge - 12" (304.8 mm) O.C. Field - 80% Glue
Wall to Floor	#8-3" (76.2 mm) Wood Screws #10-4 1/2" (114.3 mm) Wood Screws 10D Nails (.131") x 3"	8" (203.2 mm) O.C. 16" (406.4 mm) O.C. 8" (203.2 mm) O.C.
Sidewall to Endwall	#8 - 3" (76.2 mm) - Wood Screws	16" (406.4 mm) O.C.
30 Ga. Steel Strap to Stud Roof & Floor	7/16" (11.11 mm) - 16 Ga. Staples	4 Ea. End Of Strap
Plate Splice	7/16" (11.11 mm) - 16 Ga. Staples	5 Ea. Side Of Joint - 80% Glue
Blocking to Stud	7/16" (11.11 mm) - 16 Ga. Staples	2 Ea. End
Exterior Finish to Wall Framing	Per Installation Instructions	
INTERIOR PARTITIONS		
Stud to Top Plate	7/16" (11.11 mm) - 16 Ga. Staple	2 Ea. End Of Stud
Stud to Bottom Plate	7/16" (11.11 mm) - 16 Ga. Staples	2 Ea. End Of Stud
Multiple Studs @ Jack Studs	7/16" (11.11 mm) - 16 Ga. Staples	12" (304.8 mm) O.C. - Staggered
Stud to Header	7/16" (11.11 mm) - 16 Ga. Staples	2 Ea. End Of Header (2 Ea. end of each 1 1/2" (38 mm) member when jack studs are not installed)
Finish Material to Stud	5/32" x 3/4" (4.0 mm x 19.05 mm) -.025 Staples	6" (152.4 mm) O.C. edge, 12" (304.8 mm) O.C. Field
Wall to Floor	7/16" (11.11 mm) - 16 Ga. Staple	16" (406.4 mm) O.C
Partition to Partition	7/16" (11.11 mm) - 16 Ga. Staples	16" (406.4 mm) O.C.
Partition to Sidewall @ Endwall	7/16" (11.11 mm) - 16 Ga. Staples	16" (406.4 mm) O.C.
Plate Splice	7/16" (11.11 mm) - 16 Ga. Staples	8 Ea. Side Of Joint
Blocking to Stud	7/16" (11.11 mm) - 16 Ga. Staples	2 Ea. End Of Block
ROOF		
Edge Rail Splice Block	7/16" (11.11 mm) - 16 Ga. Staples	8 Ea. Side Of Splice & 80% Glue
Truss to Edge Rail	7/16" (11.11 mm) - 16 Ga. Staples	2 Ea. End Of Truss
Blocking to Truss	7/16" (11.11 mm) - 16 Ga. Staples	2 Ea. End
Edge Rail to Top Plate	#8 - 3" (76.2 mm) - Wood Screws	16" (406.4 mm) O.C. Toe Driven
Truss to Top Plate	#8 - 3" (76.2 mm) - Wood Screws	2 Ea. Toe Driven
Roof Sheathing to Truss	7/16" (11.11 mm) - 16 Ga. Staples	3/4" (19.05 mm) Penetration 6" (152.4 mm) O.C. Edges, 12" (304.8 mm) O.C. Field
Roofing Paper to Sheathing	Per Installation Instructions	
Shingles to Sheathing	Per Installation Instructions	

APPENDIX A

This APPENDIX is not a part of the requirements of this document but is included for informational purposes only. This APPENDIX contains explanatory material, numbered to correspond with the applicable text paragraphs.

A. 1-3 *Park Model Recreational Vehicle. A unit that is wider than 8.5 ft typically requires a special movement permit for highway transit. These permits are issued by each individual state and requirements should be checked before transporting.

Figure A-3.2.1 Bed within 24 in. (610mm) of the plane of the nearest designated exit.

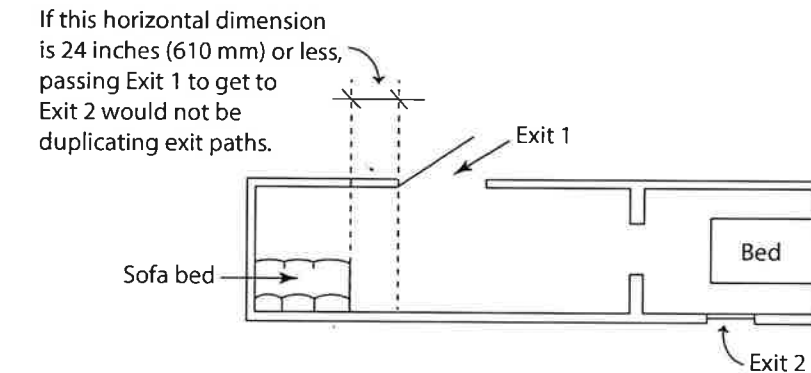
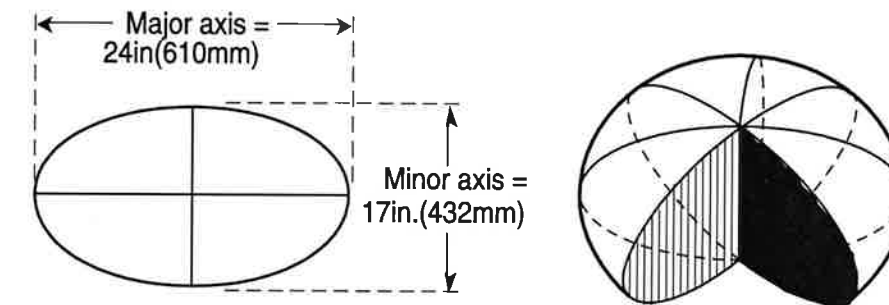


Figure A-3.2.4 Ellipsoid of revolution about a minor axis.



A-3-4.2 Because some smoke alarms are activated by the gases released when cooking food and may false alarm, the smoke alarm manufacturer should be consulted regarding the alarms suitability for operation in close proximity to cooking processes.

APPENDIX B

Typical Example of Gas Piping System Sizing for a Park Model RV.

NOTE: All Dimensions and Measurements in U.S. Measurement. For SI Equivalents: 1 BTUH - 1055 kJ; 1 ft = 0.305 m; 1 in. = 25.4 mm.

A typical Park Model RV showing location of alternate gas supply inlet connections, gas piping system including sample lengths), and gas appliances (including assumed BTUH gas demand of each).

To determine the required gas supply pipe sized for each piping section of the typical example diagrammed in B-2.4.4, assuming a combination propane/natural gas supply system, take the following steps:

B-2.4.4 Example of Gas Pipe Sizing.

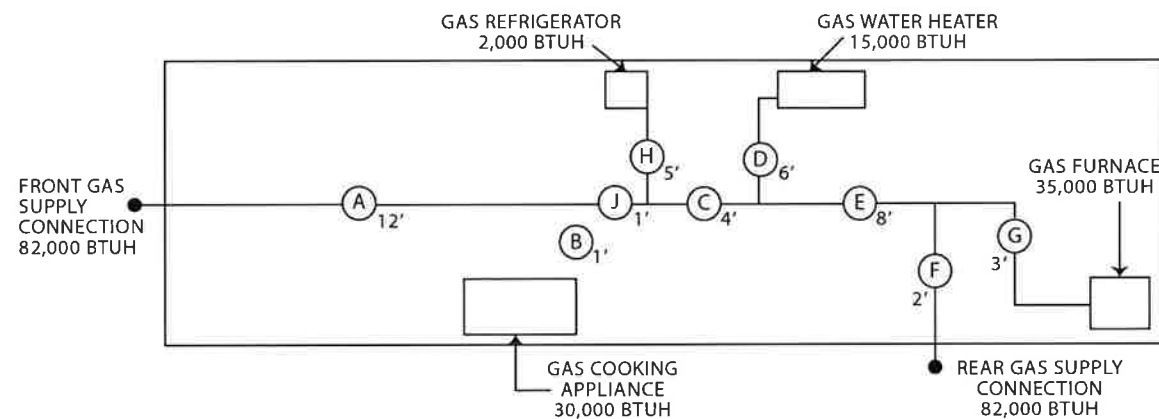


Figure Sizing By	Front Gas Supply Connection	Rear Gas Supply Connection																																																																																
Step 1. Measure the length of piping from the gas supply connection to the inlet of the most remote appliance.	28' (A + J + C + E + G) (Total: 82,000 BTUH)	19' (F + E + C + H) (Total: 82,000 BTUH)																																																																																
Step 2. In the appropriate Table 2-4.4(a)-(d), select the column showing that distance or the next longer distance if the Table does not give the exact length. In this example use Table 2-4.4(a), since it presumes using a combination Propane/natural gas piping system using iron pipe.	30' column (which for 82,000 BTUH means 1/2" iron pipe or 3/4" tubing)	20' column (which means 82,000 BTUH means 1/2" iron pipe or 3/4" tubing)																																																																																
Step 3. Use the vertical column in Table 2-4.4(a) selected in step 2 for all gas pipe sizing. For each section of piping, determine the total demand for that section. In the vertical column selected in step 2 locate the BTUH demand equal to or just greater than the demand for that section of pipe.	30' Column Front Connections	20' Column Rear Connection																																																																																
	<table border="1"> <thead> <tr> <th>Piping Section</th> <th>BTUH Demand (1,000s)</th> <th>Nominal I.D. Pipe Inches</th> <th>Tubing O.D. Inches</th> </tr> </thead> <tbody> <tr><td>A</td><td>82</td><td>1/2</td><td>3/4</td></tr> <tr><td>B</td><td>30</td><td>3/8</td><td>1/2</td></tr> <tr><td>C</td><td>50</td><td>3/8</td><td>5/8</td></tr> <tr><td>D</td><td>15</td><td>1/4</td><td>3/8</td></tr> <tr><td>E</td><td>35</td><td>3/8</td><td>5/8</td></tr> <tr><td>F</td><td></td><td></td><td></td></tr> <tr><td>G</td><td>35</td><td>3/8</td><td>5/8</td></tr> <tr><td>H</td><td>2</td><td>1/4</td><td>3/8</td></tr> <tr><td>J</td><td>52</td><td>3/8</td><td>5/8</td></tr> </tbody> </table>	Piping Section	BTUH Demand (1,000s)	Nominal I.D. Pipe Inches	Tubing O.D. Inches	A	82	1/2	3/4	B	30	3/8	1/2	C	50	3/8	5/8	D	15	1/4	3/8	E	35	3/8	5/8	F				G	35	3/8	5/8	H	2	1/4	3/8	J	52	3/8	5/8	<table border="1"> <thead> <tr> <th>Piping Section</th> <th>BTUH Demand (1,000s)</th> <th>Nominal I.D. Pipe Inches</th> <th>Tubing O.D. Inches</th> </tr> </thead> <tbody> <tr><td>A</td><td></td><td></td><td></td></tr> <tr><td>B</td><td>30</td><td>3/8</td><td>1/2</td></tr> <tr><td>C</td><td>32</td><td>3/8</td><td>1/2</td></tr> <tr><td>D</td><td>15</td><td>1/4</td><td>3/8</td></tr> <tr><td>E</td><td>47</td><td>3/8</td><td>5/8</td></tr> <tr><td>F</td><td>82</td><td>1/2</td><td>3/4</td></tr> <tr><td>G</td><td>35</td><td>3/8</td><td>1/2</td></tr> <tr><td>H</td><td>2</td><td>1/4</td><td>3/8</td></tr> <tr><td>J</td><td>30</td><td>3/8</td><td>1/2</td></tr> </tbody> </table>	Piping Section	BTUH Demand (1,000s)	Nominal I.D. Pipe Inches	Tubing O.D. Inches	A				B	30	3/8	1/2	C	32	3/8	1/2	D	15	1/4	3/8	E	47	3/8	5/8	F	82	1/2	3/4	G	35	3/8	1/2	H	2	1/4	3/8	J	30	3/8	1/2
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J	30	3/8	1/2																																																																															
Step 4. Choose the larger size piping required from either the front or rear gas supply connection. If a single gas supply connection is provided, this step is not required.																																																																																		

APPENDIX C
Referenced Publications

C-1 This portion of the APPENDIX lists publications referenced within this document and thus is considered a part of the requirements of the document.

C-1.1 NFPA Standards. This publication makes reference to the following NFPA documents and the year dates shown indicate the latest edition. They are available from the National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02269-9101.

- NFPA 10, *Standard for Portable Fire Extinguishers*, 2010 edition.
- NFPA 58, *Liquefied Petroleum Gas Code*, 2017 edition.
- NFPA 70, *National Electrical Code*, 2014 edition.
- NFPA 97M, *Standard Glossary of Terms Relating to Chimneys, Vents, and Heat-Producing Appliances*, 2003 edition.
- NFPA 1192, *Standard on Recreational Vehicles*, 2015 edition.
- NFPA 255, *Standard Method of Test of Surface Burning Characteristics of Building Materials*, 2006 edition.

C-1.2 Other Publications.

C-1.2.1 The American National Standards Institute, 11 West 42nd Street, 13th Floor, New York, NY 10036.

- ANSI/ASTM A53, *Standard Specification for Pipe, Steel, Black, and Hot-Dipped, Zinc Coated, Welded and Seamless*. 2010.
- ANSI B1.20.1, *Pipe Threads, General Purpose (Inch)*. 2013
- ANSI/ASME B36.10M, *Welded and Seamless Wrought Steel Pipe*, 2004.
- ANSI Z97.1, *Safety Glazing Material Used in Building – Safety Performance Specifications and Methods of Test*, 2009.
- ANSI/ASME A112.19.2, *Vitreous China Plumbing Fixtures and Hydraulic Requirements for Water Closets and Urinals*, 2003.
- ANSI Z21.24, *Metal Connectors for Gas Appliances (2006, R2011)*.
- ANSI Z21.45, *Flexible Connectors of Other Than All-Metal Construction for Gas Appliances*.
- ANSI/UL 2034 *Standard for Carbon Monoxide Alarms (2008 Revised 2009)*.

C-1.2.2 The American Society of Mechanical Engineers, Three Park Avenue, New York, NY 10016-5990.

ASME *Boiler and Pressure Vessel Code*, Section VIII, Division I, Rules for Construction of Unfired Pressure Vessels 2004.

C-1.2.3 Air-Conditioning and Refrigeration Institute, 1501 Wilson Boulevard, Arlington, VA 22209.

ARI Standard 240-74, *Standard for Unitary Heat Pump Equipment*.

C-1.2.4 The American Society for Testing and Materials, 100 Bar Harbor Drive, West Conshohocken, PA 19428-2959.

ASTM A53, *Specifications for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless 2010*.

ASTM B88, *Standard Specifications for Seamless Copper Water Tube 2009*.

ASTM B280, *Specifications for Seamless Copper Tube for Air Conditioning and Refrigeration Field Service, 2008*.

ASTM D3953-13 *Standard Specification for Strapping, Flat Steel and Seals*.

ASTM E84 *Standard Test Method for Surface Burning Characteristics of Building Materials, 2010*.

ASTM E380-1991, *Standard for Metric Practice*.

ASTM E162, *Test for Surface Flammability of Materials Using a Radiant Heat Energy Source*.

ASTM D 7032, *Standard Specification for Establishing Performance Ratings for Wood-Plastic Composite and Plastic Lumber Deck Boards, Stair Treads, Guards, and Handrails, 2017*.

C-1.2.5 Underwriters Laboratories, Inc., 333 Pfingsten Road, Northbrook, IL 60062.

UL 21, *Standard for LP-Gas Hose, 2010*.

UL 144, *Standard for L-P Gas Regulators.*

UL 94, *Standard for Safety Tests for Flammability of Plastic Materials for Parts in Devices and Appliances, 2012.*

UL 181, *Standard for Factory-Made Air Ducts and Air Connectors, 2008.*

UL 217, *Standard for Single and Multiple Station Smoke Alarms, 2012.*

UL 569, *Standard for Pigtails and Flexible Hose Connectors for Propane, 1995.*

UL 484, *Standard for Room Air Conditioners, 2012.*

UL 723 *Test for Surface Burning Characteristics of Building Materials, 2010.*

UL 1484, *Standard for Safety for Residential Gas Detectors, 2010.*

C-1.2.6 Society of Automotive Engineers, 400 Commonwealth Drive, Warrendale, PA 15096.

SAE J533, *Flares for Tubing, Standard, 1999.*

C-1.2.7 International Association of Plumbing and Mechanical Officials, 20001 S. Walnut Drive, Walnut, CA 91789.
TSC-9-85 *Standard for Gas Supply Connectors for Manufactured Homes.*

C-1.2.8 American Wood Protection Association, 100 Chase Park S, Birmingham, AL 35244.

AWPA U1 Standard - 2019.

CGA Publication. Compressed Gas Association, 1725 Jefferson Davis Highway, Arlington, VA 22202-4100.

CGA V-1, *Compressed Gas Cylinder Valve Outlet and Inlet Connections, 2013.*

CSA/CGA 6.19.01 Residential Carbon Monoxide Alarming Devices – R2006.

C-1.2.7 IAPMO Publications. International Association of Plumbing and Mechanical Officials, 4755 E. Philadelphia Street, Ontario, CA 91761.

CSA B45.5/IAPMO Z124-2011, Plastic plumbing fixtures.

This APPENDIX is not part of the requirements of this document but is included for information purposes only. Abbreviations used in APPENDIX D refer to Standards as identified below and elsewhere in this Standard.

APPENDIX D

ANSI. American National Standards published by the American National Standards Institute, 11 West 42nd Street, 13th Floor, New York, NY 10036.

ASME. Standards and Tentative Standards published by the American Society of Mechanical Engineers, Three Park Avenue, New York, NY 10017.

ASSE. American Society of Sanitary Engineers, 960 Illuminating Building, Cleveland, OH 44113.

ASTM. Standards and Tentative Standards published by the American Society for Testing and Materials, 1916 Race Street, Philadelphia, PA 19103.

FS. Federal Specifications are available from Specifications Sales (3FRSBS), General Services Administration, Building 197, Washington Navy Yard, Washington, DC 20407.

IAPMO. Standards and Tentative Standards TSC and UPC sponsored by International Association of Plumbing and Mechanical Officials, 20001 S. Walnut Drive, Walnut, CA 91789.

NSF. Standards published by the National Sanitation Foundation, 2355 W. Stadium Boulevard, P.O. box 1468, Ann Arbor, MI 48106.

UL. Underwriter's Laboratories, Inc., 333 Pfingsten Road, Northbrook, IL 60062.

APPENDIX E

Recreational Vehicle (RV). The product types are *motorhome* and *towable RV*.

Motorhome. A recreational vehicle built on a self-propelled motor vehicle chassis. The product-type categories are as follows:

- (1) *Type A Motorhome.* A motorhome constructed on a bare motor vehicle chassis.
- (2) *Type B Motorhome.* A motorhome constructed on an automotive-manufactured van-type vehicle.
- (3) *Type C Motorhome.* A motorhome constructed on a cut-away automotive-manufactured truck chassis.

Towable RV. A recreational vehicle that is mounted on wheels and designed to be towed by a motorized vehicle or a portable unit that is designed to be placed in the bed of a pickup truck. The product-type categories are as follows:

- (1) *Fifth-Wheel Travel Trailer.* A towable RV mounted on wheels and designed to be towed by a motorized vehicle by means of a towing mechanism that is mounted above or forward of the tow vehicle's rear axle.
- (2) *Folding Camping Trailer.* A towable RV mounted on wheels and designed to be towed by a motorized vehicle that is constructed with a collapsible roof and collapsible

partial sidewalls that unfold and extend in the set-up mode and fold back up for travel.

- (3) *Travel Trailer.* A towable RV mounted on wheels and designed to be towed by a motorized vehicle that is constructed with a roof and sidewalls made of rigid materials.
- (4) *Truck Camper.* A towable RV designed to be placed in the bed of a pickup truck.

Additional motorhome and towable RV products include the following:

- (1) *Expandable Travel Trailer.* A travel trailer constructed with at least one collapsible partial sidewall that unfolds for additional sleeping space in the set-up mode and folds back up for travel.
- (2) *Horse (Livestock) RV.* A motorhome or towable RV that contains a designated area for transporting horses (or other livestock).
- (3) *Sport Utility RV.* A motorhome or towable RV that has an entrance door wider than 36 in. (0.91 m) accessible by means of an access ramp or is promoted as having the ability to transport or store internal combustion engine vehicles or equipment.

Santa Clara County Zoning Ordinance
Chapter 4.10: Supplemental Use Regulations

§ 4.10.015 Accessory Dwelling Units

...

D. Movable Tiny Homes. Movable tiny homes are subject to all of the following provisions:

1. Shall adhere to all setback, height, and floor area limitations pursuant to Section 4.10.015(D).
2. Shall be a self-contained unit that complies with all State of California requirements, is constructed in compliance with American National Standards Institute (ANSI) 119.5 standard as certified by an accredited qualified third party inspector, and is licensed and registered with the California Department of Motor Vehicles.
3. Shall not move under its own power.
4. Shall be no larger than allowed by state law for movement on public highways.
5. Shall have at least 100 square feet of enclosed space.
6. Shall be directly connected to an approved water source, an onsite wastewater treatment system or sanitary sewer system, and electric utilities. Holding tanks that are incorporated into the original design of the structure shall not be used for the purposes of waste storage, and shall be directly connected to the approved onsite wastewater treatment system or sanitary sewer.
7. The undercarriage (wheels, axles, tongue and hitch) shall be hidden from view.
8. All wheels and leveling or support jacks shall sit on a surface acceptable to the County Building Official or designee.
9. Mechanical equipment shall be incorporated into the original design of the structure, and shall not be located on the roof or added on to the exterior of the unit.
10. Shall have the following design elements to maintain the character of the residential neighborhood:
 - a. Shall not include corrugated aluminum or fiberglass siding and shall not be a shipping container or cargo container.
 - b. Shall use cladding and trim materials on the exterior of movable tiny homes for residential appearance and to provide adequate thermal insulation and weather resistance. Materials may include, but are not limited to, single piece composite, vinyl siding, laminates, or interlocked sheathing.
 - c. Windows shall be at least double pane glass and labeled for building use, and shall include exterior trim.

Los Angeles

SEC. 12.22. EXCEPTIONS.

A. 33. Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADU).

...

(f) Requirements for Movable Tiny Houses as Accessory Dwelling Units. A Movable Tiny House must comply with all of the provisions provided in Paragraph (c) except for any provisions in Paragraph (c) which apply solely to buildings and structures; and this Paragraph (f):

(1) Only one Movable Tiny House is allowed to be located on a lot and no lot may be approved for more than one moveable tiny house in a twelve month period.

(2) When sited on a lot, the undercarriage (wheels, axles, tongue and hitch) shall be hidden from view.

(3) The wheels and leveling or support jacks must sit on a paved surface compliant with LAMC 12.21 A.6.(c).

(4) Mechanical equipment shall be incorporated into the structure and not located on the roof.

(5) Movable Tiny Houses shall be connected to water, sewer and electric utilities.

(6) Moveable Tiny Houses are not required to have separate street addresses from the primary dwelling unit.

(7) Movable Tiny Houses are not required to have sprinklers, but shall follow the ANSI A119.5 or NFPA 1192 standards relating to health, fire and life-safety.

(8) Movable Tiny Houses shall have the following design elements:

(i) Cladding and Trim. Materials used on the exterior of a moveable tiny house shall exclude single piece composite, laminates, or interlocked metal sheathing.

(ii) Windows and Doors. Windows shall be at least double pane glass and labelled for building use, and shall include exterior trim. Windows and doors shall not have radius corners.

(iii) Roofing. Roofs shall have a minimum of a 12:2 pitch for greater than 50 percent of the roof area, and shall not be composed of wooden shingles.

(iv) Extensions. All exterior walls and roof of a moveable any tiny house used as an ADU shall be fixed with no slide-outs, tip-outs, nor other forms of mechanically articulating room area extensions.

(9) Movable Tiny Houses shall not be greater than two stories.

(10) Movable Tiny Houses shall not be located between the proposed or existing single-family dwelling unit and the street adjoining the front yard, except where the Movable Tiny House is on a Through Lot and complies with LAMC 12.21 C.5.(k).

City of Fresno

SEC. 15-2754. - SECOND DWELLING UNITS, BACKYARD COTTAGES, AND ACCESSORY LIVING QUARTERS.

...

E. Type of Unit.

...

2.Backyard Cottage. May provide separate, independent living quarters for one household. Units may be attached, detached, or located within the living areas of the primary dwelling unit on the lot, subject to the standards of this subsection. Kitchens, including cooking devices are permitted. Backyard Cottages shall be located behind the primary dwelling unit, unless attached and integral to the primary dwelling unit.

- a. A Tiny House may be considered a Backyard Cottage if it meets all the requirements of this section.
- b. The Director shall review the design of the Tiny House to insure that the structure is compatible with the main home and the neighborhood.
- c. City Indemnification. Prior to the installation of a Tiny House, the owner of the Tiny House shall obtain a permit and execute an agreement, with any required subordinations prepared by the City, to defend, hold harmless, and indemnify the City against all claims related to the Tiny House.

City of San Luis Obispo

17.86.210 – Recreational Vehicles: Use as Dwelling; Parked on a Private Lot

...

E. Recreational Vehicles as Tiny Houses in Residential Zones. Moveable tiny houses shall be considered an additional type of accessory dwelling unit, allowed as an accessory use to single-unit residential dwelling unit, consistent with Government Code, Section 65852.2, subdivision (g) which allows cities to adopt less restrictive requirements than the State-mandated minimums for accessory dwelling units. A moveable tiny house that meets the definition in this subsection may be built and occupied as a new detached

accessory dwelling unit, subject to the Director's review and approval of a Director's Action application if it complies with the standards of this subsection.

1. Development Standards. Moveable tiny houses shall conform with the requirements for new detached accessory dwelling units, including but not limited to setbacks, height, and other applicable zoning requirements of the zone in which the site of the proposed moveable tiny house is located, except as modified by this subsection.
 - a. Number. No parcel may be approved for more than one moveable tiny house in a 12-month period. No parcel may contain more than one moveable tiny house at a time. No parcel may contain both a moveable tiny house and a conventional accessory dwelling unit.
 - b. Renewal. The Director shall renew the approval of a movable tiny home for a period of three to five years upon receipt of a complete application and completion of an inspection by the City to confirm continued compliance with the standards in this section.
 - c. Maintenance. The site shall be maintained as set forth in Chapter 17.76 (Property Maintenance Standards).
 - d. Location. The moveable tiny house shall be located toward the rear of the property.
 - e. Size. The maximum square footage or habitable floor space for a moveable tiny house shall be 400 square feet, as measured by exterior wall dimensions (lofts shall not be counted toward the maximum square footage). The moveable tiny house shall have at least 100 square feet of first floor interior living space.
 - f. Replacement Parking. Where a moveable tiny house occupies a required parking space, a replacement parking space is required. A replacement parking space may be located in any configuration on the same lot as the moveable tiny house, including but not limited to covered spaces, uncovered spaces, or tandem spaces. Parking shall be permitted only in those locations specified in these Zoning Regulations.
 - g. Design. The design of a tiny house shall resemble the general appearance, siding, and roofing of a traditional home.
 - h. Energy Efficiency. Applications submitted for tiny houses shall demonstrate that the tiny home has been constructed to exceed ANSI energy standards through one of the following methods:
 - i. Include insulation with values of R13 for the walls and R19 for the floor and ceiling; or
 - ii. Ensure that the stud/joist/rafter space in the walls, floors and ceiling are completely filled with insulation.
2. Parking Spaces. Moveable tiny houses shall not require additional parking.
3. Mechanical Equipment. All mechanical equipment for a moveable tiny house shall be incorporated into the structure and shall not be located on the roof.
4. Utility Connections and Requirements. Moveable tiny houses shall not require separate utility meters from the primary unit. Moveable tiny houses may be off-grid and not connected to one or more utility systems, but only if the applicant provides sufficient proof, to the satisfaction of the Director and the Building

- Official, that the moveable tiny house has adequate, safe, and sanitary utility systems providing water, sewer, heating, cooling, and electric power.
5. Addresses. Moveable tiny houses shall not have separate street addresses from the primary unit.
 6. Foundation Requirements. Once sited on the parcel of the primary unit, moveable tiny houses shall meet the following foundation requirements:
 - a. The moveable tiny house shall not have its wheels removed, and all wheels and leveling/support jacks shall sit on a concrete, paved, or compacted gravel surface sufficient to support its weight.
 7. Emergency and Rescue Openings. Moveable tiny houses shall meet the requirements of Section R310 of the California Building Code for emergency escape and rescue openings. Egress roof access windows in lofts used as sleeping rooms shall be deemed to meet this requirement if installed such that the bottom of the opening is not more than 44 inches above the loft floor, provided the egress roof access window complies with the minimum opening area requirements of California Building Code Section R310.2.1.
 8. Procedure Requirements. A Director's Action application shall be required to establish a moveable tiny house including the application materials and information required by Section 17.86.020 (Accessory Dwelling Units and Guest Quarters) for an accessory dwelling unit, an applicant for a moveable tiny house shall submit proof that:
 - a. The proposed moveable tiny house is licensed and registered with the California Department of Motor Vehicles;
 - b. The proposed moveable tiny house has been certified by a qualified third-party inspector as meeting ANSI, 119.2 or 119.5 requirements or comparable standards, or was built to meet ANSI 119.2 or 119.5 requirements as demonstrated by sufficient evidence satisfactory to the Director; at a minimum this inspection shall verify that the unit is in good working order for living, sleeping, eating, cooking, and sanitation, including the absence of any exterior shell water leaks;
 - c. The applicant is the property owner, or has sufficient written permission from the property owner, of the intended location of the proposed moveable tiny house;
 - d. Prior to the issuance of building permits, a covenant agreement shall be recorded which discloses the structure's approved floor plan and status as a movable tiny home and agreeing that the property will be owner-occupied. This agreement shall be recorded in the office of the County Recorder to provide constructive notice to all future owners of the property. The covenant agreement also may contain authorization for annual inspections for compliance with the agreement and to verify continued compliance with requirements of this Section and health and safety codes. If a property can no longer be occupied as the owner's primary place of residence, the movable tiny home shall no longer be used as overnight sleeping quarters.

Tiny Homes On Wheels

CITY COUNCIL 10/19/2021

Tiny Home

a dwelling that is 400 square feet or less in floor area (excluding lofts) providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation

Stick Built

- Currently allowed where zoning allows for residential units
- CA Residential Building Code





Manufactured

- Constructed on a chassis
- Remaining on chassis- currently allowed in mobile home parks
- Placement on a foundation requires building permit and allowed anywhere residential units are allowed
- First sold after 1980 subject to property tax

Factory Built

- Constructed off-site and placed on a foundation
- Modular, Panelized, Kit, Pre-cut, Prefab
- CA Residential Building Code



Recreational Vehicle (Park Model)

- Department of Housing and Community Development (HCD) classified as Recreational Vehicles (RV)
- American National Standards Institute (ANSI) certified
- Registration by the Department of Motor Vehicles (DMV)
- Can be regularly transported
- DMV license – exempt from property tax



Questions and concerns

- Tiny Homes as long-term housing?
- Applicability to manufactured homes (up to 1000 sf)?
- ADUs only or also primary residences?
- Portable or semi permanent?
- Separate ownership from the property?
- Limitations on the number or subject to number allowed as any primary or ADU?
- Discretionary review for neighborhood compatibility?
- Aesthetic requirements?
- Safety requirements (fire, snow, wind, exiting, etc.)?
- Utility requirements?
- Parking requirements?
- Enforcement capacity?

Common Requirements

- Maximum floor area
- Architectural appearance (i.e. exterior materials, colors, styles, roof pitch, etc.)
- Prohibition on short term rental
- Meet development standards of a primary or accessory dwelling unit (i.e. setbacks, height, parking, etc.)
- Residential structure design distinguished from RV design
- Egress and fire access
- Connection to public water and sewer system
- Electrical panel appropriately sized
- Placement of mechanical equipment
- Towable and not able to move under its own power
- Wind and snow loads
- ANSI 119.5 (recreational park trailer) or ANSI 119.2 standard (recreational vehicle) certification, NFPA 1192 certification, DMV registration

Discussion

- Tiny homes as strategy to meet housing needs?
- Allow Tiny Homes and manufactured homes to remain on wheels outside of mobile home parks?
- Should they be allowed to relocate or remain semi permanent?
- Separate Ownership?
- Additional limitations on number?
- Discretionary review?
- Aesthetic requirements?

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: October 19, 2021

Agenda Item #: 21.



Agenda Item: Professional Services Agreement with Tahoe Prosperity Center to Assist with Economic Development and Housing Priorities

Executive Summary: On March 2, 2021, City Council approved the final draft of the 2021-2026 Strategic Plan, detailing 5 strategic priorities outlining goals and action plans to be implemented during the next five years. Goal 1.3 addresses Housing Priorities to develop a robust set of housing programs to address the spectrum of housing needs. The City is working to ensure housing is available for people in all economic, physical, social, and employment circumstances that contributes to a balanced and equitable community. Priority 4 addresses Economic Development and the City is focused to support the South Lake Tahoe community on COVID recovery efforts, while implementing a “Green Jobs Initiative.” The City is determined to develop a strategy to attract and retain companies and workers that live in Tahoe, while creating a future where our kids can live and work in Tahoe as adults and build the necessary infrastructure which provides incentives to achieve the strategy. The City has also identified the need to support and incubate a local culture of entrepreneurship and craft where knowledge workers and the creative class can thrive. To address these strategic priorities the City recognized a need to build capacity while we work in a regional framework on long-term economic development and housing priorities. Tahoe Prosperity Center has the experience to compile the data and produce the reports necessary for the City to develop a plan of action to address these strategic priorities.

Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor to execute a professional services agreement with the Tahoe Prosperity Center for an amount not to exceed \$210,000 (\$70,000 annually) for a term of three years beginning with fiscal year 2021-2022, and authorizing transfer of general fund undesignated reserves in the amount of \$20,000.

Responsible Staff Member: Joseph Irvin, City Manager

Responsible Staff Member: Joe Irvin, City Manager (530) 542-6043

Reviewed and Approved By:

Susan Blankenship, City Clerk

Heather Stroud, City Attorney

Attachments:

- [01-Staff_Report_PSA_Tahoe_Prosperty_Center.docx](#)
- [02-Resolution-Tahoe Prosperity Center Agreement.docx](#)
- [03-PSA-Tahoe Prosperity Center \(Exhibit A to Reso\)](#)
- [04-Sole Source TPC.pdf](#)



City of South Lake Tahoe

Report to City Council

Meeting Date: October 19, 2021

Title: Professional Services Agreement with Tahoe Prosperity Center to assist the City in identifying Economic Development and Housing Priorities.

Location: City wide

Responsible Staff Member: Joe Irvin, City Manager (530) 542- 6043

Background: On February 25, 2020, City Council held a “Vision and Strategic Planning Workshop” establishing a list of strategic priorities to utilize as framework for the ultimate objective of development of a 5-year Strategic Plan. On March 2, 2021, City Council approved the final draft of the 2021-2026 Strategic Plan, detailing 5 strategic priorities outlining goals and action plans to be implemented during the next five years. Goal 1.3 addresses Housing Priorities to develop a robust set of housing programs to address the spectrum of housing needs. The City is working to ensure housing is available for people in all economic, physical, social, and employment circumstances that contributes to a balanced and equitable community. Priority 4 addresses Economic Development and the City is focused to support the South Lake Tahoe community on COVID recovery efforts, while implementing a “Green Jobs Initiative.” The City is determined to develop a strategy to attract and retain companies and workers that live in Tahoe, while creating a future where our kids can live and work in Tahoe as adults and build the necessary infrastructure which provides incentives to achieve the strategy. The City has also identified the need to support and incubate a local culture of entrepreneurship and craft where knowledge workers and the creative class can thrive. To address these strategic priorities the City recognized a need to build capacity while we work in a regional framework on long-term economic development and housing priorities.

The Tahoe Prosperity Center has worked with the multitude of regulatory agencies, non-profit organizations, employers, government agencies, and community stakeholders to develop a “South Shore Region Local Resident Housing Action Plan.” As the only regional community and economic development non-profit in the Tahoe Basin; Tahoe Prosperity Center draws upon its years of experience and data to assist the City in implementing its Economic Development and Housing priorities.

Issue and Discussion: In response to discussions with the City in developing a working and actionable economic development plan relevant to housing while aligning with the City’s Strategic Plan, the Tahoe Prosperity Center submitted a draft proposal and work plan for review. Upon further discussion and review of the submittal, staff determined “Sole Source” procurement would be viable for a Professional Service Agreement (PSA) since much of the data required for this plan has been obtained, analyzed, and well documented by the Tahoe Prosperity Center.

The Scope of Work included in the PSA is detailed with objectives, deliverables, and completion dates. Staff will monitor these deliverables to ensure compliance with the agreement and analyze the progress.

Financial Implications: Staff recommends approving a Professional Services Agreement in an amount of \$70,000 annually for three years not to exceed \$210,000, utilizing sole source procurement. A portion of the funds required (\$50,000) for the first year is currently budgeted within the Fiscal Year 2021/2022 adopted budget in Non-Department Account# 100 01951 42020 Professional Services. Staff is requesting \$20,000 be transferred from general fund undesignated reserves into account# 100 01951 42020 for the first annual contract of \$70,000. The subsequent two years will be included during the annual budget process and brought forth to City Council in August.

Environmental Considerations: The authorization of this agreement does not constitute approval of a project under the California Environmental Quality Act.

Policy Implications: This Agreement aligns with multiple priorities outlined in the City's five-year Strategic Plan.

Per Financial Management- Procurement Policy approved by City Council on Aug. 3, 2021; section 1.5 Sole Source Purchasing, as noted in City Code SLTCC § 3.45.060.

Resolution 2021-XXX

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

October 19, 2021

Authorizing and Directing the Mayor to Execute Professional Services Agreement with Tahoe Prosperity Center in an Amount not to exceed \$210,000 (\$70,000 annually) for a Term of Three Years and Authorizing Transfer of General Fund Undesignated Reserves in the amount of \$20,000

BACKGROUND

- A. On March 2, 2021, City Council approved the final draft of the 2021-2026 Strategic Plan, detailing 5 strategic priorities outlining goals and action plans to be implemented during the next five years. Section 1.3 addresses Housing Priority while section 4 details Economic Development.
- B. City requires assistance in identifying economic development and housing priorities to address objectives outlined in the City's Strategic Plan.
- C. Tahoe Prosperity Center has developed the South Shore Region Local Resident Housing Action Plan, and has the experience and data to assist the city.
- D. Tahoe Prosperity Center is the only regional community and economic development non-profit in the Lake Tahoe Basin.

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

- 1. Authorizes and directs the Mayor to execute the Professional Services Agreement with Tahoe Prosperity Center for a three-year term in an amount not to exceed \$210,000 (\$70,000 annually) (attached hereto as Exhibit A) utilizing sole source procurement as the only regional community and economic development non-profit in the Lake Tahoe Basin.
- 2. Authorizes transfer of general fund undesignated reserves in the amount of \$20,000 into Non-Department Account# 100 01951 42020 for a total budget of \$70,000 for Professional Services appropriated in Fiscal Year 2021-2022 to fund year 1 of the Professional Services Agreement with Tahoe Prosperity Center.
- 3. Authorizes the City Manager or designee to take any other necessary actions to implement the Professional Services Agreement.

Adopted by the City of South Lake Tahoe City Council on October 19, 2021, by the following vote:

Yes:

No:

Absent:

Abstain:

Date: _____

Tamara Wallace, Mayor

Attest:

Susan Blankenship, City Clerk

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

CITY OF SOUTH LAKE TAHOE
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 19th day of October 2021 by and between the City of South Lake Tahoe, a municipal corporation ("City") and Tahoe Prosperity Center ("Consultant").

RECITALS

- A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the Exhibit A, "Scope of Services," attached hereto and incorporated herein by reference. Exhibit B, "Compensation Schedule," attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue for three years subject to annual review of deliverables and City Council budget approval each year.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in Exhibit B which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed \$210,000 over the three-year contract period, or \$70,000 annually without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without prior written authorization from City.
6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

7. Ownership of Documents.
All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees

and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from records shall be available at Consultant's address indicated for the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be

maintained at City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors or subcontractors hired or retained by Consultant are employees, agents, contractors or subcontractors of Consultant and not of the City.

City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

10. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,

- b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all

costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with this Agreement, and consultant's work under this Agreement.

15. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City

at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

- ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

- b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:
- i. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.
 - ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.
 - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.
 - iv. The insurer waives all rights of subrogation against City except for Consultant's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees or agents.
 - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.
 - vi. No policies of insurance carried by Consultant shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City Attorney by Certified Mail.
- c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies.

The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

- d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

- 16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of South Lake Tahoe
 1901 Lisa Maloff Way
 South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
 City of South Lake Tahoe
 1901 Lisa Maloff Way, Suite 300
 South Lake Tahoe, CA 96150

If to Consultant:

Provide a copy to:

- 17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation

on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

18. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.
20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.
21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

23. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free work place by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).
 - b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance program; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - c. Provide, as required by Government Code Section 8355(c), that every employee who performs grant activities under this Agreement:
 - i. Will receive a copy of the Consultant's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

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

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

25. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
26. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et. seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.
27. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
28. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
29. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
31. Time is of the Essence. Time is of the essence for this Agreement.
32. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

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

CITY OF SOUTH LAKE TAHOE:

CONSULTANT:

By _____

By _____

Tamara Wallace, Mayor

Heidi Hill Drum, CEO

Date _____

Date _____

Business License # _____

APPROVED AS TO FORM:

By _____

Date _____

City Attorney

ATTEST:

By _____

Date _____

City Clerk

Attachments:

Exhibit A – Scope of Services

Exhibit B – Compensation Schedule

Exhibit C - Anti-Lobbying Certification

Exhibit A SCOPE OF SERVICES

Tahoe Prosperity Center (TPC) Scope of Work for Three Year Economic Development Agreement

Activity Goals:	Deliverable(s):	Activity Completion Date:
<p>Compile local housing data related to South Shore Housing Needs Assessment and Action Plan.</p> <p>Produce reports as a graphic/info-graphic displayed option for specific indicators.</p> <p>Present to Council and staff annually and as requested.</p> <p><u>Connected to City's Strategic Plan Goal 1.3</u></p>	<ol style="list-style-type: none"> 1. Provide housing data on a quarterly basis on the following indicators as available: <ol style="list-style-type: none"> a. Change in use of homes related to Measure T. 2. Provide annual housing data on the following indicators as available: <ul style="list-style-type: none"> • Eviction data • Affordable housing waiting list data • % Housing units occupied by full-time residents • % Households that own • % That rent • Housing cost burden data • Number of overcrowded units • Changes in median home sale prices • Changes in average rents • Job growth vs. new resident housing growth • % of housing stock permanently deed restricted by income. 	<p>Quarterly reports on item number 1 shared starting December 2021, through June 2024.</p> <p>Annual reports on the other data in item number 2 shared in 2022, 2023 and a final report by June 30, 2024.</p>
<p>Continue to work with regional stakeholders to support the Housing Tahoe Partnership including supporting the implementation of the South Shore regional housing Action Plan.</p> <p><u>Connected to City's Strategic Plan Goal 1.3</u></p>	<ol style="list-style-type: none"> 1. Convene the key Housing Tahoe Partnership stakeholders quarterly. <ol style="list-style-type: none"> a) Meetings to focus on progress in implementing the Housing Action Plan. b) Continue to facilitate policy, grant or other housing sub-committees and workgroups as needed to help further City's housing goals. c) Work with agency partners, including the City of South Lake Tahoe, El Dorado County, Tahoe Transportation District, and the Tahoe Regional Planning Agency, among others, to adopt incentives needed to build sustainable, higher density, affordable workforce housing projects. 2. Conduct feasibility study on the development of a regional, bi-state housing entity to manage deed restrictions, support development of affordable 	<p>Annual progress report shared in 2022, 2023 and final report by June 30, 2024.</p>

	<p>housing projects with gap funding and continue to coordinate and champion Housing Action Plan items. <i>(Funding here has been matched already by Barton and Tahoe Women's Community Fund as well as El Dorado County).</i></p> <ol style="list-style-type: none"> 3. Act as a liaison between the Tahoe Home Connection and Landing Locals to ensure coordination, rather than duplication of efforts and help improve outcomes to house local residents in empty or under-utilized second homes. <ol style="list-style-type: none"> a. Support an incentive program with data and information sharing. b. Facilitate quarterly meetings between the two organizations to find common ground and ensure coordination. c. Add to the quarterly meetings any new platforms, entities, or other opportunities for additional expertise. d. Include funding research as part of the discussion to ensure these organizations and the city are poised to take advantage of funding opportunities. 4. Support the City with any related housing efforts such as public meeting support, housing forums or other community input needs. 5. Support the City with housing grant research, coordination of grant partnership meetings and grant writing assistance as requested. 	
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<p>Continue to add early warning fire detection cameras to the growing Alert Tahoe camera system around Lake Tahoe. These cameras have helped local firefighters stop over 64 fires to date (50 on the South Shore and in the City) before they reached 1 acre in size, saving lives, property and the community.</p>	<ol style="list-style-type: none"> 1. Support future citing of any opportunities to add early-detection cameras to the Alert Tahoe system. 2. Coordinate efforts to improve the existing cameras to ensure that the equipment is maintained and updated with new technology, smoke detection technology and 4k improvements. 3. Work with City fire department, Policy and dispatch as well as local Fire Safe councils, County fire and UNR to ensure AlertTahoe system works with existing and new communications systems. 	<p>Annual reports shared in 2022, 2023 and final report by June 30, 2024.</p>
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<p><u>Connected to City's Strategic Plan Goal 5.1</u></p>		
<p>Work with regional stakeholders to implement a Broadband deployment strategy in the Tahoe Basin (Connected Tahoe Project) and Broadband for All.</p> <p>Specifically work to implement CA Advanced Services Funding grants to underserved communities. Work to bring Digital 395 into the South Shore for gigabyte level internet speeds.</p> <p><u>Connected to City's Strategic Plan Goal 1.1 and Goal 1.4</u></p>	<ol style="list-style-type: none"> 1. Improve the current City of South Lake Tahoe level of broadband service from an F grade to A. 2. Coordinate with CA Public Utilities Commission Advanced Services Fund to continue broadband expansion to get to the 98% community served goal of minimum speeds of 6Mbps. 3. Host bi-annual meetings with City's Public Works team on opportunities to expand underground fiber and broadband in construction projects. 4. Apply for grants (and support City in municipal applications) to fund the work needed to expand Digital 395 through the City. 5. Continue to work with regional partners to expand opportunities for better broadband service for businesses, residents and improve the reliability and service for the City's residents. 6. Coordinate with regional agencies on opportunities to expand broadband in transportation corridors where appropriate such as adding fiber underground on bike path improvements, roadway improvements, and other utility infrastructure opportunities. 	<p>Annual reports shared in 2022, 2023 and final report by June 30, 2024.</p>
<p>Coordinate regional economic recovery and resiliency workgroups in the City per the US Economic Development Authority grant for the Tahoe Basin economic recovery and resiliency plan.</p> <p><u>Connected to City's Strategic Plan Goals 4.1, 4.2 and 4.3</u></p>	<ol style="list-style-type: none"> 1. Complete the Tahoe Basin Economic Recovery and Resiliency plan. 2. Facilitate industry and economic cluster workgroups to prepare an outline of economic diversification opportunities. 3. Host local focus groups related to economic diversification opportunities and reducing dependency on Tourism, while still supporting the primary economic cluster in our region in a sustainable way. 4. Prepare economic data reports related to regional economic goals and the City's economic development goals. 5. Attend City economic development committee and community revitalization meetings as requested. 	<p>Annual reports shared in 2022, 2023 and final report by June 30, 2024.</p>
<p>Support the City's revitalization and redevelopment goals by</p>	<ol style="list-style-type: none"> 1. Support the redevelopment of old, blighted properties into useful, needed infrastructure such as 	<p>Annual reports shared in 2022, 2023 and</p>

<p>convening agency partners, funders, developers, residents, business owners and the public to ensure transparency in the planning process regarding changes in use of existing buildings and/or redevelopment or development of new structures.</p> <p><u>Connected to City's Strategic Plan Goals 4.1, 4.2 and 4.3</u></p>	<p>workforce housing, mixed use centers and/or new technology hubs, innovation centers or other commercial use by:</p> <ol style="list-style-type: none"> a. Facilitating discussions with owners of properties that could be good candidates for redevelopment. b. Identifying potential sources of infrastructure funding to support redevelopment. c. Coordinating bi-annual meetings with City staff, property owners, developers, business owners and others on meeting community improvement goals. 	<p>final report by June 30, 2024.</p>
<p>Update the bi-annual Measuring for Prosperity community and economic indicators data for the Lake Tahoe region.</p> <p><u>Connected to City's Strategic Plan Goals 4.1, 4.2 and 4.3</u></p>	<ol style="list-style-type: none"> 1. Update the twenty community and economic indicator data sets in the Measuring for Prosperity report. 2. Publish to Tahoe Prosperity Center website and share with local government agencies and business leaders. 3. Share and update regional COVID-19 related economic data with City. <ul style="list-style-type: none"> • # of jobs by industry • Wages and Income data • % shift from industry 4. Host an annual spring economic data sharing event with local government jurisdiction leaders. 	<p>Annual reports shared in 2022, 2023 and final report by June 30, 2024.</p>
<p>Host an annual Tahoe Economic Summit bringing regional and national experts together on topics related to the economy, housing and workforce development.</p> <p><u>Connected to City's Strategic Plan Goals 4.1, 4.2 and 4.3</u></p>	<ol style="list-style-type: none"> 2. Host the Annual Tahoe Economic Summit. 3. 2021 Focus will be on a Resilient Tahoe, economic recovery and diversification. 4. City will be recognized as an Economic Summit sponsor which includes tickets for council members or staff each year. 	<p>Event hosted in 2021, 2022 and 2023.</p>

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Estimated fees (not to exceed)	
Economic Development Goals	\$35,000/annually
Housing Data and Coordination	\$35,000/ annually
Hourly Rate:	\$ N/A
Travel and out-of-pocket expenses	\$ N/A
(travel is included in the TOTAL (not to exceed amount))	
TOTAL (not to exceed)	\$70,000 annually
TOTAL FOR THREE-YEAR CONTRACT NOT TO EXCEED	\$210,000

TIMELINE:

See Exhibit A- Activity Completion Date

Final Report- June 30, 2024

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

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

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

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant:

Heidi Hill Drum, CEO

By: _____

**SOLE BRAND/SOLE SOURCE REQUEST
JUSTIFICATION/APPROVAL FORM**

SOLE SOURCE VENDOR: Tahoe Prosperity Center

ADDRESS: 948 Incline Village, NV 89451

PHONE NO.: (775) 298-0267

ITEM TO BE PURCHASED: Professional Service Agreement

COST: \$ 210,000

3 years

1. Check reasons for sole source request:

Proprietary: The item is available only from a single source; the item is held under exclusive title, trademark, or copyright by a private person or company; a proprietary distributorship would also apply.

Emergency Purchase: The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation, per City Code SLTCC § 3.45.070

Sole Source: After solicitation of several sources, competition is determined inadequate or no other items are known to exist which perform the same function.

Federal Awards: when purchasing goods or services with Federal Funds where the Federal awarding agency expressly authorizes noncompetitive proposals in response to a written request from the City. (attach authorization to this form)

Standardization: The City requires the item(s) to standardize parts, design, quality, etc.
Explain: _____

Note: when using Federal Funds, you must have written authorization from the Federal Awarding agency if claiming sole source for Standardization purposes.

2. Describe the product or service and how it is unique or one-of-a-kind: **Three year scope of work, Housing and Economic Development Professional Services Agreement specific to the City of South Lake Tahoe and the Lake Tahoe Prosperity Plan utilizing all partners, collaborators, and agencies within the Tahoe Basin.**

3. Explain why the product/service is available from only one source and what avenues you pursued to confirm that this is factual. **The Tahoe Prosperity Center (TPC) is the only regional community and economic development non-profit working for the Tahoe Basin. All data, coordination, collaboration, and economic analysis is specific to the Lake Tahoe Basin. The creation of the Prosperity Center was formed based on the central recommendation in the Lake Tahoe Basin Prosperity Plan; which was developed to address significant economic decline. TPC Board Members are comprised of a diverse group of community leaders from local business, government, education, and non-profit organizations encompassing the Tahoe Basin exclusively.**

5. Can your requirements be modified to allow competitive products or services be used?

Explain: **No, the implementation of this agreement is exclusive to the City of South Lake Tahoe, and the data and analysis derived within the Basin.**

REQUESTOR NAME/ DEPARTMENT: _____

Joseph L. ...

DEPARTMENT HEAD SIGNATURE: Olga Tikhonirova DATE: 10/12/21

FINANCE DEPT. Olga Tikhonirova DATE: 10/12/2021

CITY ATTORNEY SIGNATURE: [Signature] DATE: 10/12/2021

* Requests over \$7,000 require City Manager's approval. Requests over \$50,000 requires City Council's approval.

2021/10/12

[Signature]

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: October 19, 2021

Agenda Item #: 22.



Agenda Item: Ordinance - Amendments to South Lake Tahoe City Code Chapter 4.150 (Refuse and Garbage) to Implement State Organic Waste Recycling Requirements and Single-Use Plastic Bag Ban (First Reading)

Executive Summary: The proposed ordinance would amend City Code chapter 4.150 (Refuse and Garbage) to incorporate the organic waste recycling requirements of Assembly Bill 1826 (AB 1826) and Senate Bill 1383 (SB 1383). SB 1383 requires every city and county in California to adopt a mandatory and enforceable organic waste recycling ordinance by January 1, 2022. The ordinance requires residential and commercial customers to subscribe to the City's organic waste collection service and place organic waste (except food waste) in a separate container for collection. Except for larger commercial waste generators that have already been subject to food waste collection requirements under AB 1826, the City is exempt from food waste collection at this time because it is above 4,500 feet in elevation. The proposed ordinance would also delete Article VI of this chapter (Ban on Plastic Single-Use Carryout Bags) for consistency with state law in accordance with prior City Council direction. If the ordinance is adopted, then the City's current prohibition on single-use plastic bags will be expanded to apply to retail stores with a pharmacy, convenience stores, and liquor stores in addition to grocery stores and food vendors.

Requested Action / Suggested Motions: Pass a Motion to hold a first reading (by title only) of Ordinance Amending South Lake Tahoe City Code Chapter 4.150 (Refuse and Garbage) to Implement State Organic Waste Recycling Requirements and Single-Use Plastic Bag Ban and refer to second reading and adoption to the November 2 meeting.

Responsible Staff Member: Heather Stroud, City Attorney and Anush Nejad, Public Works Director

Responsible Staff Member: Heather Stroud, City Attorney (530) 542-6046

Anush Nejad, Public Works Director (530) 542-6031

Reviewed and Approved By:

Susan Blankenship, City Clerk

Olga Tikhomirova, Finance Director

Attachments:

[01 - Staff Report](#)

[02 - Ordinance](#)

[03 - Redline of SLTCC Ch 4.150 Refuse and Garbage](#)



City of South Lake Tahoe

Report to City Council

Meeting Date: October 19, 2021

Title: Ordinance – Amendments to South Lake Tahoe City Code Chapter 4.150 (Refuse and Garbage) to Implement State Organic Waste Recycling Requirements and Plastic Bag Ban

Location: Citywide

Responsible Staff Members: Heather Stroud, City Attorney (530) 542-6046
Anush Nejad, Public Works Director (530) 542-6031

Background:

The proposed ordinance would amend City Code chapter 4.150 (Refuse and Garbage) to incorporate the organic waste recycling requirements of Assembly Bill 1826 (AB 1826) and Senate Bill 1383 (SB 1383). It would also delete Article VI of this chapter (Ban on Plastic Single-Use Carryout Bags) for consistency with state law in accordance with prior City Council direction.

AB 1826 became effective on April 1, 2016. AB 1826 requires any business generating 2 or more cubic yards of waste to recycle its organic waste and requires cities to implement an organic waste recycling program. South Tahoe Refuse has been implementing these requirements but until now, they had not been incorporated into the South Lake Tahoe City Code.

In September 2016, Governor Brown signed into law SB 1383, which is intended to reduce organic waste disposal by 75 percent and increase edible food recover by 20 percent by 2025. SB 1383 requires all cities and counties statewide to implement a mandatory organic recycling ordinance by January 1, 2022. In November 2020, the California Department of Resources Recycling and Recovery (CalRecycle) adopted regulations to implement SB 1383. "Organic waste" is defined in the CalRecycle regulations to include "food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges." The state anticipates that these requirements will reduce at least 4 million metric tons of greenhouse gas emissions annually by 2030. The Public Works Director presented a summary of SB 1383 requirements to City Council on June 1, 2021.

On March 10, 2020, City Council directed staff to bring back an ordinance deleting Article VI of Chapter 4.150 of the South Lake Tahoe City Code (Ban on Plastic Single-Use Carryout Bags), to be consistent with the state law plastic bag regulations that became effective in 2016. During the COVID-19 pandemic, the state suspended some of those regulations because of concerns about spreading the virus through reusable bags, but that suspension is no longer in place. This ordinance would expand the ban on single-use plastic bags within City limits from only applying to grocery stores and food vendors to also include retail stores with a pharmacy, convenience stores, and liquor stores, and also require these establishments to charge 10 cents for each paper or reusable bag requested.

Issue and Discussion:

Organics Recycling (SB 1383)

As a result of SB 1383 and the implementing regulations from CalRecycle, the City is required to implement the following practices to be considered compliant:

- Provide organic waste recycling services to all residents and businesses;
- Inspect and enforce compliance with SB 1383 by adopting an enforcement ordinance;
- Implement an edible food recovery program that recovers edible food from the waste stream;
- Conduct outreach and education from all affected parties, including generators, haulers, facilities, and edible food recovery organizations;
- Procure recycled organic waste products like compost, mulch, and renewable natural gas; and
- Maintain accurate and timely records of SB 1383 compliance for annual reporting requirements.

On January 1, 2022, CalRecycle's regulations will become enforceable and require each jurisdiction to adopt a mandatory organic waste recycling ordinance. The proposed ordinance attached to this staff report is intended to meet this requirement, and would be effective on January 1, 2022. SB 1383 allows cities to take an educational and non-punitive approach to enforcement for the first two years (2022 and 2023). Taking this approach will allow the City and South Tahoe Refuse to work with residents and businesses to inform them of the requirements.

Staff has submitted a high-elevation waiver request to CalRecycle that would excuse the City from some of the requirements of SB 1383 related to collection and disposal of food waste. This waiver is part of the regulatory scheme in recognition of the unique trash collection challenges that mountain communities face from harsh winters and wildlife. The ordinance is drafted on the assumption that the waiver will be granted because all of the City is over 4,500 feet in elevation. City staff and South Tahoe Refuse are interested in implementing food waste separation and collection services in the future but need more time to transition to that approach because it would require new bear-proof bins and automated collection trucks.

As required by state law, the ordinance requires:

- Residential customers to subscribe to the City's organic waste collection service and place organic waste (except food waste) in a separate container.
- Multiresidential properties of five or more units and commercial customers to subscribe to the City's organic waste collection service and place organic waste (except food waste) in a separate container; provide information to tenants, employees, and customers about organic waste recovery requirements, and provide access to the property for compliance inspections.
- Commercial customers generating more than two cubic yards of waste per week to meet the requirements of SB 1826 to recycle organic waste including food waste.
- Commercial edible food generators to recover edible food and contract with food recovery organizations or services for collection and keep certain records.
- Food recovery organizations and services to report the amount of edible food recovered and keep certain records.

Staff intends to bring an update to the City's Procurement Policy to the City Council on November 2, 2021, to incorporate SB 1383's organic material procurement requirements. Staff is

coordinating with El Dorado County and South Tahoe Refuse to develop an implementation plan for the other requirements of SB 1383.

SB 1383 regulations authorize CalRecycle to take enforcement actions against local agencies that are out of compliance. Senate Bill 619 (2021), provides some enforcement relief for 2022, allowing local agencies with violations during that time to submit a notice of intent to comply to receive a waiver of administrative civil penalties.

Plastic Bag Ban

On October 15, 2013, the City Council adopted Ordinance No. 1061 regulating single-use plastic bags. This ordinance, which went into effect on January 15, 2014, phased in a ban on single-use plastic bags, starting immediately with grocery stores and food vendors and then applying to all other retail establishments after one year. The ban applying to retail establishments was subsequently delayed and then the ordinance was amended to remove the ban applying to retail establishments altogether by adoption of Ordinance No. 1096 on January 19, 2016. Therefore, currently, the City's prohibition on single-use plastic bags applies only to grocery stores and food vendors. The statewide plastic bag ban implemented in 2016 is broader than the City regulations in that in addition to grocery stores, it applies to retail stores with a pharmacy, convenience stores, and liquor stores. State law also requires a fee of at least 10 cents per paper or reusable plastic bag requested by customers at these establishments. State law allows cities to continue to operate under their own regulations adopted prior to October 1, 2014, and amended prior to January 1, 2015. Otherwise, cities are required to comply with the state law. The proposed ordinance deletes the City's plastic bag regulations for consistency with state law, as directed by City Council.

Financial Implications:

Implementation of the state's organic waste recycling requirements within the City of South Lake Tahoe has a roughly estimated cost of \$400,000, which includes capital improvements South Tahoe Refuse will need to make. South Tahoe Refuse has indicated that it will be requesting an amended Franchise Agreement with a longer term to be able to finance some of the anticipated capital improvements. An amended Franchise Agreement is expected to come before City Council in early 2022. It is likely that South Tahoe Refuse will need to raise its rates to cover the increased costs of organic waste collection. The cost to implement the other requirements of SB 1383, including inspections, recordkeeping and reporting, outreach and education, and procuring recycled organic materials, is not yet known.

Environmental Considerations:

The proposed ordinance is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15061(b)(3) (common sense exemption that CEQA does not apply to projects where it can be seen with certainty that there is no possibility that the action may have a significant effect on the environment), 15307 (actions by regulatory agencies for protection of natural resources), and 15308 (actions by regulatory agencies for protection of the environment). The proposed ordinance would implement state law organic waste recycling requirements and reduce greenhouse gas emissions, and would implement the state ban on single-use plastic bags which is more stringent than the current City ban, to reduce the amount of plastic waste in the environment.

Policy Implications:

The proposed ordinance is consistent with the City's adopted Climate Action Plan, specifically Actions WA-2 (Promote reductions in organic waste and landfill diversion), and WA-3 (Implement

waste and climate change education program). Additionally, the update to the single-use plastic bag regulations for consistency with state law advances the City's Strategic Plan 2021-2025, specifically Goal 3.4 (Waste Management and Stewardship), Action 4 (Evaluate the option to ban certain single-use plastics).

Ordinance 2021-XXX

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

November 2, 2021

An Ordinance Amending Chapter 4.150 (Refuse and Garbage) of the South Lake Tahoe City Code to Implement State Organic Waste Recycling Requirements and Single-Use Plastic Bag Ban

FINDINGS

- A. Assembly Bill 1826 of 2014 requires businesses that generate a specified threshold amount of waste, recycling, and organic waste per week to arrange for recycling services for that waste, requires cities to implement a recycling program to divert organic waste from businesses, and requires cities to implement a mandatory commercial organics recycling program.
- B. Senate Bill 1383, the Short-Lived Climate Pollutant Reduction Act of 2016, requires the California Department of Resources Recycling and Recovery (CalRecycle) to develop regulations to reduce organics in landfills as a source of methane. As adopted by CalRecycle, these SB 1383 regulations place requirements on multiple entities including cities, residential households, commercial businesses, commercial edible food generators, haulers, self-haulers, food recovery organizations, and food recovery services to support achievement of statewide organic waste disposal reduction targets.
- C. The SB 1383 regulations require cities to adopt and enforce an ordinance or other enforceable mechanism to implement relevant provisions of the SB 1383 regulations by January 1, 2022.
- D. On October 1, 2021, the City of South Lake Tahoe has applied for a high-elevation waiver from some of the SB 1383 regulations which CalRecycle has indicated will be granted because all of the land within the City is over 4,500 feet in elevation.
- E. This Ordinance implements the requirements of AB 1826 and the SB 1383 regulations applicable to the City of South Lake Tahoe.
- F. On October 13, 2013, the City Council adopted Ordinance No. 1061 regulating single-use plastic bags, which went into effect on January 15, 2014, and phased in a ban on single-use plastic bags, starting immediately with grocery stores and food vendors and then applying to all other retail establishments after one year. The ban applying to retail establishments was delayed subsequently and then the South Lake Tahoe City Code was amended to remove the

ban applying to retail establishments altogether by adoption of Ordinance No. 1096 on January 19, 2016.

- G. The California state legislature adopted a more comprehensive ban on single-use plastic bags by adopting Senate Bill 270 in 2014, but its implementation was delayed by a referendum petition (Proposition 67), which failed in the election of November 8, 2016, resulting in SB 270 being codified at California Public Resources Code sections 42280-42288.
- H. The statewide ban is broader than the City ban in that in addition to grocery stores, it applies to retail stores with a pharmacy, convenience stores, and liquor stores. State law also requires a fee of at least 10 cents per paper or reusable plastic bag requested by customers at these establishments.
- I. State law allows cities to continue to operate under their own single-use plastic bag regulations adopted prior to October 1, 2014, and amended prior to January 1, 2015. Otherwise, cities are required to comply with state law.
- J. The City Council desires to amend Chapter 4.150 of the South Lake Tahoe City Code to be consistent with the state law ban on single-use plastic bags to be more protective of the environment by minimizing the use of single-use plastic bags in the Lake Tahoe Basin.

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

SECTION 1. Section 4.150.010 (Definitions) of Chapter 4.150 (Refuse and Garbage) of the South Lake Tahoe City Code is hereby amended to read as follows:

For the purpose of this chapter, the following words and phrases shall have the meanings ascribed to them by this section, except where the context clearly indicates a different meaning, as follows:

“Bulk waste/furniture items” means large items of solid waste such as appliances, furniture, auto parts, trees and other oversize waste.

“Cardboard” means a thin, stiff, pasteboard made of paper pulp, used for making cartons and signs.

“Carpet” means a thick, heavy covering for a floor, usually made of wool, or synthetic fiber.

“Collection” means the complete operation of gathering together and transporting to the point of disposal or processing any garbage, refuse, rubbish, and solid waste, recyclable, transformable or compostable waste materials.

“Commercial container” means a container supplied by the franchisee to any person subscribing or receiving refuse service and constructed of metal, plastic or other suitable material in such a fashion as to be watertight.

“Commercial premises” means that portion of any building or other premises which is not a residence, residential unit or housekeeping unit.

“Compost pile” means a pile, pit or layer of compost.

“Compostable” means a mixture of garbage, refuse and rubbish that is composed solely of matter which is capable of decaying or decomposing and which is used as a fertilizer or soil amendment for gardening and landscaping including vegetable, yard, and wood wastes.

“Container” means a consumer, commercial or recycling container. Consumer containers shall be supplied by the person subscribing or receiving refuse service and shall be a container specifically designed, manufactured and distributed for the sole purpose of use as a consumer refuse/trash receptacle and shall be of a watertight, metallic or plastic construction with smooth interiors and with suitable bales or handles and with watertight fitting covers; or other similar container(s) as specifically approved jointly by the franchisee and the city. The capacity of each such container shall not exceed 32 gallons nor exceed 50 pounds of weight. A plastic bag of sufficient strength may be used and not filled to more than 75 percent of capacity and shall contain only organic waste, excluding food waste, and shall be securely tied at the opening; or a paper bag baled from a mechanical compactor. In lieu of or in addition to such containers, persons may contract with the franchisee agent to provide commercial containers, prepaid bags or cart service or other disposal containers or processes which the franchisee agent may provide or approve in the future, including, but not limited to, containers for recyclable and/or salvageable materials.

“Curbside” means as near but in no event more than five feet, from the property line that abuts a paved public street or in the event the property does not abut a paved public street, where the property abuts a public street, alley, right-of-way or easement and in the case of a commercial location in the service alley of a commercial or institutional entity.

“Disposal” means the complete operation of disposing of refuse.

“Edible food” means food intended for human consumption.

“Food recovery organization” means an entity that engages in the collection or receipt of edible food from commercial edible food generators and distributes that edible food to the public for human consumption either directly or through other entities, including food banks, nonprofit charitable organizations, and nonprofit charitable temporary food facilities, as defined in Section 18982(a) of Title 14 of the California Code of Regulations, as may be amended from time to time.

“Food recovery service” means a person or entity that collects and transports edible food from a commercial edible food generator to a food recovery organization or other entities for human consumption, as defined in Section 18982(a) of Title 14 of the California Code of Regulations, as may be amended from time to time.

“Food waste” means food scraps, including fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells.

“Franchisee” means any person that has entered into a franchise agreement with the city to collect, remove, transport, process or dispose of solid waste or recyclables or compostables, or to operate any solid waste facility.

“Garbage” means putrescible animal or vegetable matter, and containers used for storage. “Garbage” does not include source-separated recyclables or green waste.

“Green waste” means compostable material including but not limited to grass, weeds, leaves, pine needles, tree trimmings, plants, shrubbery, prunings, and such other similar materials which are generated in the maintenance of yards, gardens or landscaping, and which are separated by the generator from other solid waste materials for the purpose of recycling or composting.

“Household hazardous waste (HHW)” means any substance or mixture that, if improperly handled, may be damaging to human health and well being or a threat to the environment. HHW includes but is not limited to flammables, combustibles, poisons, toxics, oxidizers, corrosives, compressed gas, oil, antifreeze, explosives and radioactive materials as well as any other hazardous waste as defined in Health and Safety Code Section 25117 and the Hazardous Waste Management Reform Act of 1995.

“Litter” is any quantity of improperly discarded solid waste, including but not limited to discarded furniture and appliances, overflowing residential and commercial trash cans, pieces of lumber and scrap metal left at a construction site, uncontainerized paper such as fast food packages, candy wrappers, cigarette butts, and/or plastic, glass, trash, debris, rubbish, refuse, garbage or junk parts and scrap materials.

“Littering” is the improper discarding, dropping or scattering of small quantities of waste matter ordinarily carried on or about the person, including but not limited to beverage containers and enclosures, packaging, wrappers, wastepaper, newspapers and magazines, in any place other than a place or container maintained for the lawful disposal thereof, including waste matter which escapes or is allowed to escape from a vehicle, container, receptacle or package.

“Medical waste” means that waste which is generated or produced, as a result of the diagnosis, treatment, or immunization of human beings or animals, in research pertaining thereto, or in the production of testing of biological products, including but not limited to the accumulation of property containing home-generated sharps waste.

“Multiresidential” means two or more residential units located in a single building or a unified group of buildings, and shall include, but not be limited to, two or more units located in a planned unit development, an apartment complex or a mobile home park.

“Nuisance” means the existence or accumulation, without the authority of the city of South Lake Tahoe, of litter, trash, manure, rubbish, scrap materials, junk parts, garbage, or refuse of any kind upon private or public property; provided however, that said refuse is visible to the occupants of an adjacent or nearby parcel or real property, or to the users of any right-of-way.

“Organic waste” means waste containing material originating from living organisms and their metabolic waste products, including food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges, as defined in Section 18982(a)(46) of Title 14 of the California Code of Regulations, as may be amended from time to time.

“Owner” shall conclusively be deemed to be the person to whom the taxes on the property assessed as shown on the last equalized assessment roll of the county or, alternatively, from such other records of the county assessor or tax collector as contain more recent information.

“Recyclables” or “recyclable material” means materials which are reused or processed or are in the future reused or processed into a form suitable for reuse through reprocessing or remanufacture, consistent with the requirements of the California Integrated Waste Management Act. The term “recyclable material” includes paper newsprint, printed matter, pasteboard, paper containers, cardboard, glass, aluminum, PET, HDPE, and other plastics, beverage containers, transformable and compostable materials, used motor oil, automotive batteries, anti-freeze, latex paint, brick and stone in reusable size and condition, and such other material designated by the city council, or designated as recyclables by the California Integrated Waste Management Board, or other agency with jurisdiction.

“Recycle” or “recycling” means the process of collecting, sorting, cleansing, treating and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused or reconstituted products which meet the quality standards necessary to be used in the marketplace.

“Recycling container” means a container, which is provided to a residential, commercial or industrial waste collection customer for the sole purpose of containing recyclable materials that are source-separated from the nonrecyclable portion of the waste stream.

“Refuse” shall mean and include all other accumulations of waste matter or materials emanating from an establishment and shall include paper, cardboard, tin cans, ashes, yard clippings, wood, glass, and cloth, plastic not otherwise recyclable and similar items of waste from homes, offices and places of business. Refuse shall not be construed to include waste materials from major demolitions, construction or remodeling, or sod, dirt or debris.

“Refuse collection fees” means the fees established as provided by law for the collection and disposal of refuse.

“Repeat offender” means a second offense refuse violation occurring within one year at the same site.

“Residential unit” means a room or combination of rooms in a single building designed for human living, sleeping, eating and sanitary uses by a single family and their servants and nonpaying guests, and having cooking facilities. There may be more than one residential use in a single building. A mother-in-law unit is considered an additional residential unit.

“Rubbish” means all nonputrescible waste matter, whether combustible or noncombustible, except hazardous waste and medical waste.

“Sharps waste” means any device having acute rigid corners, edges, or protuberances capable of cutting or piercing, including, but not limited to, hypodermic needles, hypodermic needles with syringes, blades, needles with attached tubing, syringes contaminated with biohazard waste, acupuncture needles, and root canal files. Broken glass items, such as Pastuer pipettes and blood vials contaminated with biohazard waste or any item capable of cutting or piercing that is contaminated with trauma scene waste.

“Single-family unit” means a dwelling which receives individual refuse and/or curbside recycling service.

“Source-separated recyclables” means nonputrescible material that is separated by the generator from other waste material for the purpose of reuse or recycling, by placing the recyclables in separate containers, or by binding them separately; the recyclable material is returned to the economic mainstream in the form of raw material for new, reused or reconstituted products which meet the quality standards necessary to be used in the marketplace.

“Special wastes” means any designated wastes, as defined in 23 California Code of Regulations, Section 2522, and special handling waste generated by industrial facilities or processes, but shall not include “hazardous waste” as defined herein. Special wastes shall include asbestos, sewage sludge, water treatment sludge, drilling mud, grease waste, contaminated soils, shredder waste, agricultural waste, filter cake/dewatered sludge, spent catalyst fines, refinery ash and byproducts; except where any such wastes are deemed to be hazardous waste.

“Tier one commercial edible food generator” means a supermarket with gross annual sales of \$2,000,000 or more, grocery store with a total facility size equal or greater to 10,000 square feet, food service provider, food distributor, or wholesale food vendor, as defined in Section 18982(a) of Title 14 of the California Code of Regulations, as may be amended from time to time.

“Tier two commercial edible food generator” means a restaurant with 250 or more seats or a total facility size equal or greater than 5,000 square feet, hotel with an on-site food facility and 200 or more rooms, health facility with an on-site food facility and 100 or more beds, large venue, large event, state agency with a cafeteria with 250 or more seats or total facility size equal to or greater than 5,000 square feet, and local education agency with an on-site food facility, as defined in Section 18982(a) of Title 14 of the California Code of Regulations, as may be amended from time to time.

“Transfer station” means those facilities, franchised by the city of South Lake Tahoe pursuant to this chapter, utilized to receive solid waste or recyclable material, temporarily store, separate, convert, or otherwise process the materials in solid wastes or to transfer the solid wastes directly from smaller to larger vehicles for transport.

“Waste” means the useless, unused, unwanted or discarded material resulting from normal community activities, or materials which by their presence may injuriously affect the health, safety and comfort of persons and depreciate property values in the vicinity thereof. “Waste” shall include, but not be limited to, garbage, putrescible organic material, rubbish, offal, swill, animal excreta, rubble, plaster or other waste resulting from the demolition, burning, alteration or construction of building or structures.

SECTION 2. Sections 4.150.050 (Establishment of Rates), 4.150.060 (Application and procedure for rate modification), and 4.150.070 (Rate of return) of Chapter 4.150 (Refuse and Garbage) of the South Lake Tahoe City Code are hereby deleted in their entirety.

SECTION 3. Section 4.150.110 (Residential refuse containers) of Chapter 4.150 (Refuse and Garbage) of the South Lake Tahoe City Code is hereby amended to read as follows:

Each person owning a residential unit up to and including a fourplex, and each person occupying or having charge or control of such premises, shall have the obligation to contract for collection service for each and every unit of property and provide for collection and disposal of all refuse originating upon such premises in suitable containers. A suitable container is defined as a safety-approved dumpster or a 32-gallon or less trash can, not to exceed a loaded weight of 50 pounds with a tight-fitting lid, capable of completely containing all refuse stored within. Tied, watertight plastic bags may be used only for organic waste, except food waste. Food waste may be commingled with other waste in the dumpster or 32-gallon or less trash can.

In the event a residential refuse container is determined to be unsuitable because it no longer adequately contains refuse and repeatedly overflows, fails to adequately prevent animal intrusion or constitutes a hazard to public health, the city attorney, his/her designee, or the county health officer may order the resident to replace such container.

Bulk items such as car parts, white goods (i.e., stoves, washers, dryers, etc.), furniture (i.e., mattresses), etc., shall be collected at additional charge to the customer. Bulk items must remain out of sight from the general public view, and shall only be placed at curbside on the arranged day of collection at the property line adjacent to a public street no earlier than 6:00 p.m. of the day prior to the day designated for refuse collection, and shall be removed from public view by 6:00 p.m. on the day designated for refuse collection, unless containers are housed in approved shelters. In the event a bulk item is placed in view of the general public without scheduled collection, the city attorney,

his/her designee, or the county health officer shall order the refuse company to collect said item at the property owner's expense.

Customers may exercise the option to deliver such bulk items directly to the transfer station at transfer station rates, or otherwise properly dispose of such bulk items.

SECTION 4. Section 4.150.150 (Mandatory collection for repeat offenders (commercial and residential)) of Chapter 4.150 (Refuse and Garbage) of the South Lake Tahoe City Code is hereby amended to read as follows:

No person owning or possessing any multiresidential dwelling or owning or possessing any single-family dwelling, or industrial, commercial or business premises or structure, shall allow or permit any excess refuse or rubbish or waste to collect and accumulate upon or in the premises or structure for a period of time longer than allowed by law.

During intervals between collection or disposal, the storage, accumulation, collection, keeping, handling or maintaining of refuse waste on premises where produced shall be performed in such a manner as to prevent the harboring and breeding of rodents, insects and other vermin and to take adequate precautions to prevent ready access to the waste by animals; as to prevent objectionable odors in the ambient air; as not to constitute a fire hazard; and as not to result in such unsightliness as to result in the depreciation of value of adjacent property or the comfortable enjoyment of life thereon.

If it is found and determined that during the intervals between collection or disposal, accumulation of refuse waste results in a nuisance and thus is contrary to the public health and welfare of the city, and/or the property owner has failed to adequately provide for appropriate refuse collection and/or storage pursuant to this chapter, mandatory commercial or increased residential collection service shall be imposed for minimum of one year. Further, at the direction of the city manager, or the city manager's designee, the following corrective enforcement actions are available for imposition for a minimum of one year or longer:

- A. Increasing the size of the dumpster; and/or
- B. Increasing the frequency of the pickup service; and/or
- C. Ordering the removal of trailers, pickup trucks, dump trucks and storage containers under the nuisance abatement procedure pursuant to Chapter 4.40 SLTCC; and/or
- D. Mandating safety-approved dumpsters with tight-fitting lids; and/or
- E. Mandating dumpster "skirting" for containers; and/or
- F. Mandating relocation of dumpster; and/or
- G. Mandating "controlled access" lids to prevent animal disturbances; and/or
- H. Mandating bear-proof refuse containers for repeat violators of single-family residences and multiresidential properties not using safety-approved dumpsters; and/or
- I. Any other enforcement action deemed reasonable and appropriate by the city manager or his/her designee.

SECTION 5. Section 4.150.160 (Mandatory multiplier for repeat offenders) of Chapter 4.150 (Refuse and Garbage) of the South Lake Tahoe City Code is hereby amended to read as follows:

The collection of refuse, garbage and rubbish from all hotels, hotel/resorts, motels, motels converted to residential units, inns, time-share condominiums and motor inns may be based upon a motel multiplier of 0.10 cubic yards, per motel unit, per week to determine a minimum level of refuse service.

The collection of refuse, garbage and rubbish from all multiresidential units may be based upon a multiresidential multiplier of 0.40 cubic yards, per residential unit, per week to determine a minimum level of refuse service.

Nothing in this section is intended to prevent any arrangement, or the continuance of an existing arrangement, under which payments to the franchisee for garbage collection service are made by a tenant or tenants, or any agent, on behalf of the owner. However, any such arrangement will not affect the owner's obligation as provided herein.

SECTION 6. Section 4.150.170 (Frequency of disposal) of Chapter 4.150 (Refuse and Garbage) of the South Lake Tahoe City Code is hereby amended to read as follows:

Collection of refuse shall be made at least once a week from single-family residences and multiresidential units, or as many times per week as the city manager or the city manager's designee may order.

No more than one week's accumulation of refuse, garbage and rubbish shall be kept or permitted to remain upon any commercial premises in the city.

At the minimum, there shall be at least one collection per week from restaurants; cafes; diners; hamburger stands; coffee shops; coffee houses; fast food places; grocery stores; vegetable, meat, poultry or fish markets, or fresh drink stands; and any other commercial establishment generating food waste.

SECTION 7. Section 4.150.390 (Exemptions) of Chapter 4.150 (Refuse and Garbage) of the South Lake Tahoe City Code is hereby amended to read as follows:

- A. The provisions of this article shall not apply to any of residential units or commercial enterprises which are not connected to water and electric power and where water or electric power cannot be provided to such premises without action by a public utility or mutual water company; provided, that such exemption shall terminate upon reconnection of water and electric power.
- B. Provisions of this article shall not apply to any commercial enterprise which fully suspends its operation due to the seasonal nature of its particular business.
- C. Provisions of this article shall not apply to any home business which operates fully out of a residential property, complies with business license requirements and does not exceed residential refuse limitations.
- D. Exemption from the mandatory collection may be granted to nonresidential and nonfood producing businesses which submit a waste management plan to the city analyzing the business waste stream, and documenting: (1) the ability to recycle or reuse more than 50 percent of that waste stream; (2) the ability to source separate organic waste from other waste and either recycle its organic waste onsite or self-haul its own organic waste for recycling. Any business that received an exemption from mandatory collection under this subsection (D) prior to January 1, 2022, and desires to maintain its

exemption from mandatory collection shall submit a new request to the city containing the information required by this subsection prior to January 31, 2022.

Any person claiming an exemption pursuant to subsections (A) or (B) of this section shall file a statement under oath or under penalty of perjury with the city removal franchisee stating the facts upon which exemption is claimed and, in the absence of such statement substantiating the claim, such person shall be liable for the payment of the refuse collection fees required by this article.

The removal franchisee, after giving notice of not less than 10 days and a reasonable opportunity for hearing to any person claiming an exemption pursuant to this section, may revoke any exemption granted upon information that the person is not entitled to the exemption as provided herein.

SECTION 8. Article IV (Prohibited Acts) of Chapter 4.150 (Refuse and Garbage) of the South Lake Tahoe City Code is hereby retitled Article IV (Prohibited Acts and Enforcement).

SECTION 9. Section 4.150.505 (Compliance Inspections) is added to Chapter 4.150 (Refuse and Garbage) of the South Lake Tahoe City Code is hereby amended to read as follows:

The city or its agent may enter a commercial premises or common areas of a multiresidential property of five or more units to conduct a compliance inspection of any collection container or collection vehicle load, and may enter a transfer, processing, or disposal facility to conduct a compliance inspection. Compliance inspections may be performed without prior notice during normal business hours.

SECTION 10. Section 4.150.510 (Violations of chapter declared a nuisance) of Chapter 4.150 (Refuse and Garbage) of the South Lake Tahoe City Code is hereby amended to read as follows:

All violations of any portion of this chapter are hereby declared to be a nuisance and may be abated as such in the manner provided by law. Additionally and alternatively, violations of any portion of this chapter are subject to administrative citations and fines under chapter 2.30.

SECTION 11. Article V (Recycling Regulations) of Chapter 4.150 (Refuse and Garbage) of the South Lake Tahoe City Code is hereby amended to add Division 1 (Generally) to include existing Sections 4.150.520 through 4.150.610, and is further amended to add a new Division 2 (Recycling Organic Waste) to read as follows:

4.150.620 Requirements for residential organic waste recycling.

- A. Owners and occupants of single-family units and multiresidential properties of four or less units shall:
 - 1. Subscribe to the city's organic waste collection service for organic waste generated, except for food waste and food-soiled paper; and
 - 2. Participate in the city's organic waste collection service by placing organic waste generated, except for food waste and food-soiled paper, in a separate container in accordance with section 4.150.110.
- B. Owners of multiresidential properties of five or more units who have not received a de minimis waiver shall:
 - 1. Subscribe to the city's organic waste collection service;

2. Participate in the city's organic waste collection service by placing organic waste generated, except for food waste and food-soiled paper, in a separate container in accordance with section 4.150.120;
3. Annually provide information to tenants about organic waste recovery requirements and about proper sorting of organic waste;
4. Provide educational information within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep organic waste separated and the location of containers and the rules governing their use at the property; and
5. Provide access for the city or its agent to the property during all inspections conducted under section 4.150.505 to confirm compliance with the requirements of this division.

C. De minimis waiver.

1. Owners of multiresidential properties of five or more units may request a de minimis waiver from some or all of the requirements of this section by submitting the following information:
 - a. The requirements requested to be waived;
 - b. Documentation that either: (a) the multiresidential property's total solid waste collection service is two cubic yards or more per week and source separated organic waste subject to collection comprises less than 20 gallons per week; or (b) the multiresidential property's total solid waste collection service is less than two cubic yards per week and source separated organic waste subject to collection comprises less than 10 gallons per week.
2. A de minimis waiver granted by the city will be effective for five years unless circumstances change such that the thresholds are exceeded, in which case the city will rescind the waiver. An applicant may reapply prior to the expiration of its waiver by providing the required information in this subsection C.

4.150.630 Requirements for commercial organic waste recycling.

- A. Owners and operators of commercial businesses generating more than two cubic yards of waste per week shall arrange for organic waste recycling services, including food waste, consisting of at least one of the following:
1. Source separating organic waste from other waste and subscribing to a basic level of organic waste recycling services that includes collection and recycling of organic waste, including food waste;
 2. Recycling organic waste on-site or self-hauling organic waste, including food waste, for recycling; or
 3. Subscribing to an organic waste recycling service that may include mixed waste processing that specifically recycles organic waste, including food waste; and
 4. For owners and operators of commercial businesses complying with this subsection A through means other than subscribing to an organic waste recycling service

provided by the city's franchisee, an annual report shall be provided to the city by October 1 of each year to certify compliance through on-site recycling or self-hauling. Annual reports shall include the following information for the preceding 12-month period of June 30 to July 1:

- a. The name of the owner and operator for the commercial business;
- b. The name and address for the commercial business; and
- c. The volume in cubic yards or gallons, measured by the size of the containers in use, of organic waste recycled on-site, through self-hauling including the destination(s), or by other means.

B. In addition to the applicable requirements of subsection A, owners and operators of commercial businesses not granted an exemption from mandatory collection under section 4.150.390 and who have not received a de minimis waiver shall:

1. Subscribe to the city's organic waste collection service;
2. Participate in the city's organic waste collection service by placing organic waste generated, except for food waste and food-soiled paper, in a separate container for collection;
3. Provide labeled containers for the collection of organic waste, except for food waste and food-soiled paper, if any is generated by the business or its customers, in all indoor and outdoor areas where disposal containers are provided for customers, except in restrooms;
4. Prohibit employees from placing materials in a container not designated for those materials, to the extent practical through measures such as education, training, and inspection;
5. Periodically inspect the organic waste container for contamination and take corrective measures when contamination is found including reminding employees not to place materials in a container not designated for those materials;
6. Annually provide information to employees, contractors, tenants, and customers about organic waste recovery requirements and about proper sorting of organic waste;
7. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep organic waste materials, except for food waste, separated and the location of containers and the rules governing their use; and
8. Provide access to the city or its agent to its properties during all inspections conducted under section 4.150.505 to confirm compliance with the requirements of this division.

C. In addition to the applicable requirements of subsections A and B, owners and operators of tier one commercial edible food generators shall:

1. Arrange to recover the maximum amount of edible food that would otherwise be disposed;

2. Contract with food recovery organizations or food recovery services for collection or acceptance of self-hauled edible food for food recovery;
 3. Allow the city or agent to access the premises and review records pursuant to Section 18991.4 of Title 14 of the California Code of Regulations, as may be amended from time to time; and
 4. Keep records that include the following information as required by Section 18991.4 of Title 14 of the California Code of Regulations, as may be amended from time to time:
 - a. A list of each food recovery service or organization that collects or receives the generator's edible food pursuant to contract;
 - b. A copy of all such contracts;
 - c. A record of the following information for each contracted food recovery service or food recovery organization:
 - i. Name, address, and contact information;
 - ii. Types of food that will be collected or self-hauled;
 - iii. Established frequency that food will be collected or self-hauled; and
 - iv. Quantity of food, measured in pounds recovered per month, collected or self-hauled.
- D. Commencing on January 1, 2024, owners and operators of tier two commercial edible food generators shall:
1. Comply with the requirements for tier one commercial edible food generators in this section; and
 2. For large venue or large event operators not providing food services, but allowing for food to be provided by others, require food facilities operating at the large venue or large event to comply with the requirements for tier one commercial edible food generators in this section.
- E. De minimis waiver.
1. Owners and operators of commercial businesses may request a de minimis waiver from some or all of the requirements of this section by submitting the following information:
 - a. The requirements requested to be waived;
 - b. Documentation that either: (a) the commercial business' total solid waste collection service is two cubic yards or more per week and source separated organic waste subject to collection comprises less than 20 gallons per week; or (b) the commercial business' total solid waste collection service is less than two cubic yards per week and source separated organic waste subject to collection comprises less than 10 gallons per week.

2. A de minimis waiver granted by the city will be effective for five years unless circumstances change such that the thresholds are exceeded, in which case the city will rescind the waiver. An applicant may reapply prior to the expiration of its waiver by providing the required information in this subsection E.

4.150.640 Requirements for food recovery organizations and services.

- A. Owners and operators of food recovery services maintaining their principal place of business within the city and having a contract with commercial edible food generators to collect or receive edible food directly shall:
 1. Report to the city the total pounds of edible food recovered for the previous calendar year from tier one and tier two commercial edible food generators with which the food recovery service has contracted, no later than October 1 of each year for the preceding 12-month period of June 30 to July 1; and
 2. Maintain the following records:
 - a. Name, address, and contact information for each commercial food generator from which edible food is collected;
 - b. Quantity, measured in pounds per month, of edible food collected from each commercial edible food generator;
 - c. Quantity, measured in pounds per month, of edible food transported to each food recovery organization; and
 - d. Name, address, and contact information for each food recovery organization to which the food recovery service transports edible food.
- B. Owners and operators of food recovery organizations maintaining their principal place of business within the city and having a contract to collect or receive edible food directly shall:
 1. Report to the city the total pounds of edible food recovered for the previous calendar year from tier one and tier two commercial edible food generators with which the food recovery service has contracted, no later than October 1 of each year for the preceding 12-month period of June 30-July 1; and
 2. Maintain the following records:
 - a. Name, address, and contact information for each commercial food generator from which edible food is received;
 - b. Quantity, measured in pounds per month, of edible food received from each commercial edible food generator; and
 - c. Name, address, and contact information for each food recovery service from which edible food is received.

SECTION 12. Chapter 4.150 of the South Lake Tahoe City Code is hereby amended by deleting Article VI (Ban on Plastic Single-Use Carryout Bags) in its entirety.

SECTION 13. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 14. The City Council finds that adoption of the proposed Ordinance is exempt from review under the California Environmental Quality Act (CEQA) under CEQA Guidelines sections 15061(b)(3) (common sense exemption that CEQA does not apply to projects where it can be seen with certainty that there is no possibility that the action may have a significant effect on the environment), 15307 (Actions by Regulatory Agencies for Protection of Natural Resources) and 15308 (Actions by Regulatory Agencies for Protection of the Environment) because it is an action taken by the City in its regulatory capacity, as authorized by state law, to protect the environment. Adopting the proposed Ordinance would protect the environment by implementing the state law organic waste recycling requirements and reduce greenhouse gas emissions, and would further minimize the use of single-use plastic bags in the Lake Tahoe Basin.

SECTION 15. The City Clerk is directed to certify this Ordinance and cause it to be published in the manner required by law.

SECTION 16. This Ordinance shall become effective on January 1, 2022.

Yes:
No:
Abstain:
Absent:

Date:_____

Tamara Wallace, Mayor

Attest:

Susan Blankenship, City Clerk

First Reading:
Published:
Effective:

Chapter 4.150

REFUSE AND GARBAGE

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- 4.150.025 Appeals.

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- 4.150.630 Requirements for commercial organic waste recycling.
- 4.150.640 Requirements for food recovery organizations and services.

Article VI. Ban on Plastic Single Use
Carryout Bags

- ~~4.150.620 — Definitions.~~
- ~~4.150.630 — Purpose and intent.~~
- ~~4.150.640 — Plastic carryout bags prohibited.~~
- ~~4.150.650 — Application of article.~~
- ~~4.150.660 — Enforcement and notice of violation.~~
- ~~4.150.670 — Penalties and fines for violations.~~
- ~~4.150.680 — No conflict with federal or state law.~~

~~For state law authorizing city to enter into garbage and refuse disposal contracts, see H. and S.C. § 4250. As to garbage and refuse generally, see H. and S.C. §§ 4100 to 4520. As to depositing, throwing, etc., handbills on public property, see SLTCC 6.05.030. As to depositing or placing handbills in vehicles, see SLTCC 6.05.040. As to distributing, throwing, etc., on private property, see SLTCC 6.05.050. As to restrictions on outdoor fires, see SLTCC 5.05.010. As to required clearing of brush, vegetation, etc., around buildings and structures and along roadways, see SLTCC 5.05.020 to 5.05.040. As to abandoned, wrecked, dismantled or inoperative vehicles, see SLTCC 4.45.010 to 4.45.160.~~

Article I. In General

4.150.010 Definitions.

For the purpose of this chapter, the following words and phrases shall have the meanings ascribed to them by this section, except where the context clearly indicates a different meaning, as follows:

~~“Biohazardous waste” means:~~

- ~~1. Any laboratory waste, including, but not limited to, human or animal specimen, cultures from medical and pathology laboratories;~~
- ~~2. Waste from the production of bacteria, viruses, spores, discarded live and attenuated vaccines used in human health care or research, discarded animal vaccines, including brucellosis and contagious ecthyma;~~
- ~~3. Human surgery specimens or tissues removed at surgery or autopsy, which are suspected by the attending physician and surgeon or dentist of being contaminated with infectious agents known to be contagious to humans;~~
- ~~4. Animal parts, tissues, fluids, or carcasses suspected by the attending veterinarian of being contaminated with infectious agents known to be contagious to humans;~~
- ~~5. Waste, which at the point of transport from the generator’s site, at the point of disposal, or thereafter, which contains recognizable fluid blood, fluid blood products, containers or equipment containing blood that is fluid, or blood from animals known to be infected with diseases which are highly communicable to humans;~~
- ~~6. Waste containing discarded materials contaminated with excretion, exudates, or secretion from humans or animals are to be isolated by the infection control staff, the attending physician and surgeon, the attending veterinarian or the local health officer, to protect others from highly communicable diseases or diseases of animals that are highly communicable to humans;~~
- ~~7. Waste which is hazardous only because it is comprised of human surgery specimens or tissues which have been fixed in formaldehyde or other fixatives, or only because the waste is contaminated through contact with or from having previously contained, chemotherapeutic agents, including but not limited to, gloves, disposable gowns, towels, and intravenous solution bags and attached tubing which are empty.~~

~~Collection of cultures and stocks of infectious agents from research and industrial collection of garbage shall be made at least once a week from private residences and as many times per week as the city manager or city manager’s designee may order from all other places.~~

“Bulk waste/furniture items” means large items of solid waste such as appliances, furniture, auto parts, trees and other oversize waste.

“Cardboard” means a thin, stiff, pasteboard made of paper pulp, used for making cartons and signs.

“Carpet” means a thick, heavy covering for a floor, usually made of wool, or synthetic fiber.

“Collection” means the complete operation of gathering together and transporting to the point of disposal or processing any garbage, refuse, rubbish, and solid waste, recyclable, transformable or compostable waste materials.

“Commercial container” means a container supplied by the ~~franchisee~~~~contract agent~~ to any person subscribing or receiving refuse service and constructed of metal, plastic or other suitable material in such a fashion as to be watertight.

“Commercial premises” means that portion of any building or other premises which is not a residence, residential unit or housekeeping unit.

“Compost pile” means a pile, pit or layer of compost.

“Compostable” means a mixture of garbage, refuse and rubbish that is composed solely of matter which is capable of decaying or decomposing and which is used as a fertilizer or soil amendment for gardening and landscaping including vegetable, yard, and wood wastes.

“Container” means a consumer, commercial or recycling container. Consumer containers shall be supplied by the person subscribing or receiving refuse service and shall be a container specifically designed, manufactured and distributed for the sole purpose of use as a consumer refuse/trash receptacle and shall be of a watertight, metallic or plastic construction with smooth interiors and with suitable bales or handles and with watertight fitting covers; or other similar container(s) as specifically approved jointly by the franchisee and the city. The capacity of each such container shall not exceed 32 gallons nor exceed 50 pounds of weight. A plastic bag of sufficient strength may be used and not filled to more than 75 percent of capacity and shall contain only ~~green yard organic~~ waste, excluding food waste, and shall be securely tied at the opening; or a paper bag baled from a mechanical compactor. In lieu of or in addition to such containers, persons may contract with the franchisee agent to provide commercial containers, prepaid bags or cart service or other disposal containers or processes which the franchisee agent may provide or approve in the future, including, but not limited to, containers for recyclable and/or salvageable materials.

~~“Contract agent,” “contractor” or “franchisee” means and includes an independent contractor of the city or any person or agents or employees of franchisee thereof with whom the city has duly contracted under the terms set forth in this chapter, to collect, transport through the streets, alleys or public ways of the city and dispose of garbage, refuse and rubbish produced within the limits of the city.~~

“Curbside” means as near but in no event more than five feet, from the property line that abuts a paved public street or in the event the property does not abut a paved public street, where the property abuts a public street, alley, right-of-way or easement and in the case of a commercial location in the service alley of a commercial or institutional entity.

“Disposal” means the complete operation of disposing of refuse.

~~“Drop off recycling center” means a facility which accepts delivery or transfer of ownership without paying a fee, of source separated material, including, but not limited to, glass, scrap paper, corrugated paper, newspaper, tin cans, aluminum, plastic and used oil which will be transported and/or sold to third parties for reuse or resale. The donation of material to collecting organizations, such as charitable groups, is included in this definition.~~

“Edible food” means food intended for human consumption.

“Food recovery organization” means an entity that engages in the collection or receipt of edible food from commercial edible food generators and distributes that edible food to the public for human consumption either directly or through other entities, including food banks, nonprofit charitable organizations, and nonprofit charitable temporary food facilities, as defined in Section 18982(a) of Title 14 of the California Code of Regulations, as may be amended from time to time.

“Food recovery service” means a person or entity that collects and transports edible food from a commercial edible food generator to a food recovery organization or other entities for human consumption, as defined in Section 18982(a) of Title 14 of the California Code of Regulations, as may be amended from time to time.

~~“Food service establishment” means any commercial food establishment, producing, processing, wholesaling, warehousing, transporting or retailing any food including but not limited to restaurants, groceries, meat and vegetable markets, hospitals, nursing homes, public and private schools, and other similar establishments.~~

“Food waste” means food scraps, including fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells.

“Franchisee” means any person that has entered into a franchise agreement with the city to collect, remove, transport, process or dispose of solid waste or recyclables or compostables, or to operate any solid waste facility.

“Garbage” means putrescible animal or vegetable matter, and containers used for storage. “Garbage” does not include source-separated recyclables or green ~~yard~~ waste.

“Green waste” means compostable material including but not limited to grass, weeds, leaves, pine needles, tree trimmings, plants, shrubbery, prunings, and such other similar materials which are generated in the maintenance of yards, gardens or landscaping, and which are separated by the generator from other solid waste materials for the purpose of recycling or composting.

“Household hazardous waste (HHW)” means any substance or mixture that, if improperly handled, may be damaging to human health and well being or a threat to the environment. HHW includes but is not limited to flammables, combustibles, poisons, toxics, oxidizers, corrosives, compressed gas, oil, antifreeze, explosives and radioactive materials as well as any other hazardous waste as defined in Health and Safety Code Section 25117 and the Hazardous Waste Management Reform Act of 1995.

“Litter” is any quantity of improperly discarded solid waste, including but not limited to discarded furniture and appliances, overflowing residential and commercial trash cans, pieces of lumber and scrap metal left at a construction site, uncontainerized paper such as fast food packages, candy wrappers, cigarette butts, and/or plastic, glass, trash, debris, rubbish, refuse, garbage or junk parts and scrap materials.

“Littering” is the improper discarding, dropping or scattering of small quantities of waste matter ordinarily carried on or about the person, including but not limited to beverage containers and enclosures, packaging, wrappers, wastepaper, newspapers and magazines, in any place other than a place or container maintained for the lawful disposal thereof, including waste matter which escapes or is allowed to escape from a vehicle, container, receptacle or package.

“Medical waste” means that waste which is generated or produced, as a result of the diagnosis, treatment, or immunization of human beings or animals, in research pertaining thereto, or in the production of testing of biological products, including but not limited to the accumulation of property containing home-generated sharps waste.

~~“Multiple residential units” means two or more residential units located in a single building or a unified group of buildings. “Multiple residential units”, and shall include, but not be limited to, two or more units located in a planned unit development, an apartment complex or a mobile home park.~~

~~“Municipal solid waste” means all solid waste generated by residential, commercial, and industrial sources, and all solid wastes generated at construction or demolition sites and at food processing facilities, which is collected and transported under the authorization of this chapter.~~

“Nuisance” means the existence or accumulation, without the authority of the city of South Lake Tahoe, of litter, trash, manure, rubbish, scrap materials, junk parts, garbage, or refuse of any kind upon private or public property; provided however, that said refuse is visible to the occupants of an adjacent or nearby parcel or real property, or to the users of any right-of-way.

~~“Occupied dwelling” means any residence, abode or structure inhabited, used, possessed or controlled by any person; provided, however, that the term “occupied dwelling” shall exclude any structure used exclusively for the operation of a business for which a business license is required under this code. Every separate residence, dwelling, living unit or mobile home within any duplex, apartment complex, condominium or mobile home park shall constitute a separate occupied dwelling as defined herein.~~

“Organic waste” means waste containing material originating from living organisms and their metabolic waste products, including food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges, as defined in Section 18982(a)(46) of Title 14 of the California Code of Regulations, as may be amended from time to time.

“Owner” shall conclusively be deemed to be the person to whom the taxes on the property assessed as shown on the last equalized assessment roll of the county or, alternatively, from such other records of the county assessor or tax collector as contain more recent information.

~~“Rate review committee” means a group composed of the city manager, city finance director, city treasurer, two members of the city council and such other members as the mayor, with the consent of the city council, shall~~

~~designate. The mayor with the consent of the city council shall appoint the councilmembers who shall sit on such committee.~~

“Recyclables” or “recyclable material” means materials which are reused or processed or are in the future reused or processed into a form suitable for reuse through reprocessing or remanufacture, consistent with the requirements of the California Integrated Waste Management Act. The term “recyclable material” includes paper newsprint, printed matter, pasteboard, paper containers, cardboard, glass, aluminum, PET, HDPE, and other plastics, beverage containers, transformable and compostable materials, used motor oil, automotive batteries, anti-freeze, latex paint, brick and stone in reusable size and condition, and such other material designated by the city council, or designated as recyclables by the California Integrated Waste Management Board, or other agency with jurisdiction.

“Recycle” or “recycling” means the process of collecting, sorting, cleansing, treating and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused or reconstituted products which meet the quality standards necessary to be used in the marketplace.

~~“Recycling area” means the space allocated for collecting and loading of recyclable material. Such areas shall have the ability to accommodate receptacles for recyclable material. Recycling areas shall be accessible and convenient for those who deposit as well as those who collect and load any recyclable materials therein.~~

“Recycling container” means a container, which is provided to a residential, commercial or industrial waste collection customer for the sole purpose of containing recyclable materials that are source-separated from the nonrecyclable portion of the waste stream.

“Refuse” shall mean and include all other accumulations of waste matter or materials emanating from an establishment and shall include paper, cardboard, tin cans, ashes, yard clippings, wood, glass, and cloth, plastic not otherwise recyclable and similar items of waste from homes, offices and places of business. Refuse shall not be construed to include waste materials from major demolitions, construction or remodeling, or sod, dirt or debris.

“Refuse collection fees” means the fees established as provided by law for the collection and disposal of refuse.

“Repeat offender” means a second offense refuse violation occurring within one year at the same site.

“Residential unit” means a room or combination of rooms in a single building designed for human living, sleeping, eating and sanitary uses by a single family and their servants and nonpaying guests, and having cooking facilities. There may be more than one residential use in a single building. A mother-in-law unit is considered an additional residential unit.

“Rubbish” means all nonputrescible waste matter, whether combustible or noncombustible, except hazardous waste and medical waste.

“Sharps waste” means any device having acute rigid corners, edges, or protuberances capable of cutting or piercing, including, but not limited to, hypodermic needles, hypodermic needles with syringes, blades, needles with attached tubing, syringes contaminated with biohazard waste, acupuncture needles, and root canal files. Broken glass items, such as Pastuer pipettes and blood vials contaminated with biohazard waste or any item capable of cutting or piercing that is contaminated with trauma scene waste.

“Single-family unit” means a dwelling which receives individual refuse and/or curbside recycling service.

“Source-separated recyclables” means nonputrescible material that is separated by the generator from other waste material for the purpose of reuse or recycling, by placing the recyclables in separate containers, or by binding them separately; the recyclable material is returned to the economic mainstream in the form of raw material for new, reused or reconstituted products which meet the quality standards necessary to be used in the marketplace.

“Special wastes” means any designated wastes, as defined in 23 California Code of Regulations, Section 2522, and special handling waste generated by industrial facilities or processes, but shall not include “hazardous waste” as defined herein. Special wastes shall include asbestos, sewage sludge, water treatment sludge, drilling mud, grease

waste, contaminated soils, shredder waste, agricultural waste, filter cake/dewatered sludge, spent catalyst fines, refinery ash and byproducts; except where any such wastes are deemed to be hazardous waste.

“Tier one commercial edible food generator” means a supermarket with gross annual sales of \$2,000,000 or more, grocery store with a total facility size equal or greater to 10,000 square feet, food service provider, food distributor, or wholesale food vendor, as defined in Section 18982(a) of Title 14 of the California Code of Regulations, as may be amended from time to time.

“Tier two commercial edible food generator” means a restaurant with 250 or more seats or a total facility size equal or greater than 5,000 square feet, hotel with an on-site food facility and 200 or more rooms, health facility with an on-site food facility and 100 or more beds, large venue, large event, state agency with a cafeteria with 250 or more seats or total facility size equal to or greater than 5,000 square feet, and local education agency with an on-site food facility, as defined in Section 18982(a) of Title 14 of the California Code of Regulations, as may be amended from time to time.

“Transfer station” means those facilities, franchised by the city of South Lake Tahoe pursuant to this chapter, utilized to receive solid waste or recyclable material, temporarily store, separate, convert, or otherwise process the materials in solid wastes or to transfer the solid wastes directly from smaller to larger vehicles for transport.

~~“Transformation” means incineration, pyrolysis, distillation, gasification, or biological conversion other than composting. “Transformation” does not include composting.~~

“Waste” means the useless, unused, unwanted or discarded material resulting from normal community activities, or materials which by their presence may injuriously affect the health, safety and comfort of persons and depreciate property values in the vicinity thereof. “Waste” shall include, but not be limited to, garbage, putrescible organic material, rubbish, offal, swill, animal excreta, rubble, plaster or other waste resulting from the demolition, burning, alteration or construction of building or structures. (Ord. 409 § 1; Ord. 536 § 1; Ord. 921 § 1. Code 1997 § 23-1)

4.150.020 Purpose and intent of chapter.

The city council, after several public discussions and hearings, makes the following findings of fact, thereby declaring its purpose:

- A. A substantial portion of the homes, apartments and other residential units within the city are owned by nonresidents.
- B. A substantial portion of the residential units are occupied for short periods by persons on vacations.
- C. The owners or occupiers of many residential units have not made arrangements for the collection of garbage, rubbish and waste material.
- D. Garbage, rubbish and waste material from such residential units either:
 - 1. Accumulates at such premises;
 - 2. Is deposited in the streets or upon private or public property within the city; or
 - 3. Is disposed of by depositing it in containers of other persons within the city. Any of such methods of disposal creates and constitutes a nuisance.
- E. Many residents of the city who do not arrange for collection of garbage, rubbish and waste material often allow garbage, rubbish and waste material to accumulate for long periods of time and thereby create a nuisance.
- F. The public health, safety and welfare of the citizens of and visitors to the city require that the accumulation, collection, removal and disposal of garbage, rubbish and waste material from residential units within the city must be handled in a manner for the greatest good and least possible inconvenience, cost and maintenance to the city and the citizens thereof.

G. The periodic collection, removal and disposal of garbage, rubbish and waste material from all residential units within the city benefits all owners, occupants or persons in possession, charge or control of all such units where such accumulates and requires removal therefrom on a regular periodic basis; and that all such owners, occupants or persons in possession, charge or control of all such units within the city should be made liable for the payment of the fees for such collection, removal and disposal irrespective of the actual use of the garbage, rubbish and waste material collection services provided by the city.

H. Multiresidential units and commercial businesses within the city, including motels and hotels, need to provide adequate removal of refuse so as to fully comply with health codes and other governmental regulations. (Ord. 409 § 1; Ord. 791 § 2; Ord. 921 § 1. Code 1997 § 23-2)

4.150.025 Appeals.*

An appeal from any determination made pursuant to the provisions of this chapter may be appealed pursuant to Chapter 2.35 SLTCC. (Ord. 1105 § 1 (Exh. B))

* Code reviser's note: Ord. 1105 adds the provisions of this section as Section 4.150.030. The section has been editorially renumbered to prevent duplication of numbering.

Article II. Collection and Disposal Services

4.150.030 Provision for and supervision by city.

The city shall provide for the collection and disposal of refuse from all premises required to be served within the city. Such provision may be made either by letting a contract for such collection and removal or otherwise. The city or, if collection and removal services are contracted for, the removal franchisee, shall have charge and supervision of such collection and removal and shall prescribe and establish routes and days for collection and removal of refuse from the various parts of the city so as to conform to the provisions of this chapter and may change the same from time to time. When such routes or days of collection are established or changed, not less than 10 days prior to the effect of such change, notice thereof shall be given to all parties concerned. (Ord. 409 § 1; Ord. 921 § 1. Code 1997 § 23-3)

4.150.040 Persons authorized to collect and dispose of refuse.

The city and its duly authorized agents, servants and employees of any franchisee with whom the city may at any time enter into a contract therefor, and the agents, servants and employees of franchisee, while any such contract shall be in force, shall have the exclusive right and obligation to collect and dispose of refuse from all premises in the city.

This chapter shall not prohibit anyone licensed to do business in the city of South Lake Tahoe, during the course of performing the contracted duties, from collecting and disposing of debris from a job upon which he/she is working in compliance with all applicable laws, ordinances and regulations then in effect. Individuals, not businesses, may not enter into a contract with anyone other than the city's duly authorized agents for the collection and/or disposal of refuse from premises within the city. This does not preclude individuals or businesses from legally disposing of refuse from their own properties or properties which they manage pursuant to contract. (Ord. 409 § 1; Ord. 791 § 2; Ord. 921 § 1. Code 1997 § 23-4)

~~**4.150.050 Establishment of rates.**~~

~~The city council shall, from time to time, establish one uniform rate for collection and disposal of refuse within the city. Separate rates may be established for business establishments as distinguished from residential and multiple residential dwellings.~~

~~Council action, verified through resolution, shall be adopted pursuant to and in accordance with the procedures set forth in SLTCC 4.150.060. No rate shall be modified for a period of one year after its adoption, unless the city council shall first find that extraordinary circumstances exist which justify a modification at any earlier date, or in the case of a pass through increase required for continued operation.~~

~~Council action shall not be required on any legally mandated charge or fee, or increase in such a charge or fee. However, collection company shall be required to provide 30 days' notice of such pass through fees to the city council.~~

~~All refuse rate fees regulated by the city, regardless of adjustments made during the year, shall be reviewed annually by the rate review committee. Said review shall be made to ensure the appropriateness of those fees. (Ord. 409 § 1; Ord. 791 § 2; Ord. 921 § 1. Code 1997 § 23-5)~~

4.150.060 — Application and procedure for rate modification.

~~Modification of refuse collection and disposal rates may be initiated by the city council or by application of the removal franchisee. Consideration of rate modification shall occur as follows:~~

~~A. Any application shall be submitted after March 21st and before August 1st of the year prior to the calendar year such modification is requested to become effective; provided, that the franchisee responsible for providing refuse collection and disposal services in the city shall have the right to make application to the city council at any time for a modification of rates if extraordinary circumstances are alleged justifying such application. "Extraordinary circumstances" shall include, but need not be limited to, an unforeseen and substantial increase in the refuse collection and disposal responsibilities of the franchisee. Any application must be accompanied by financial statements prepared in conformance with accepted auditing standards by a certified public accountant and must be accompanied by the accountants' report.~~

~~B. Any application referred by the council to a rate review committee for recommendation is to be preceded by the committee's review of the franchisee's financial records, if such review is deemed necessary by such committee. The city council may employ an auditor to assist the rate review committee in its tasks.~~

~~C. Any decision considered by the city council shall be reached at a public hearing, held after notice of the time, place and purpose. Such hearing shall be published in the official city newspaper not less than 10 days prior to the hearing.~~

~~D. Any decision of the city council shall be made in accordance with the terms of SLTCC 4.150.070.~~

~~E. The removal franchisee shall at least 30 days prior to the date of public hearing mail a notice to all owners containing:~~

- ~~1. A statement that a public hearing shall be held upon any rate increase, the proposed date, time and place of such hearing, if known, and where information concerning the proposed hearing may be obtained;~~
- ~~2. The existing refuse collection and disposal rates; and~~
- ~~3. The proposed new refuse collection and disposal rates.~~

~~Failure of any owner to receive such notice shall not invalidate or otherwise affect the validity of any action of the city council upon such proposed rate increase. (Ord. 409 § 1; Ord. 536 § 2; Ord. 921 § 1. Code 1997 § 23-6)~~

4.150.070 — Rate of return.

~~In establishing refuse collection and disposal rates, the city council shall allow a reasonable rate of return to the collection company. "Reasonable" shall be defined at such time as a rate increase is requested. (Ord. 409 § 1; Ord. 699 § 1; Ord. 791 § 2; Ord. 921 § 1. Code 1997 § 23-7)~~

Article III. Collection and Disposal Requirements and Standards

Division 1. Generally

4.150.080 Vehicles used to transport refuse.

A. Every refuse, garbage and debris hauling vehicle used for the collection, removal or transportation of refuse, rubbish and debris shall be so designed and equipped as to prevent the escape or loss of any refuse, rubbish and debris while being transported. Whenever refuse, garbage and debris is transported in an unenclosed vehicle, the container in which the refuse, garbage and debris is transported shall be so designed and equipped as to prevent the escape or loss of any such refuse, garbage and debris while being so transported. Loads of tree trimmings, bushes or shrubs may be transported in open-bodied vehicles provided the material be securely tied in place to prevent scattering along the streets and alleys. Tree limbs shall be confined within the limits of the vehicle bed and shall not extend over the sides or extend beyond the tailgate of the vehicle.

B. It shall be unlawful for any person authorized to collect refuse, garbage and debris to maintain any collecting vehicle in an unclean, filthy or leaky condition or to keep such vehicle standing in any street or alley of the city longer than necessary for the actual work of collection or to conduct collection or removal in any but a sanitary manner and by sanitary methods. (Ord. 409 § 1; Ord. 921 § 1. Code 1997 § 23-9)

4.150.090 Collection and disposal – Duty of owner or occupant.

Each person owning improved premises in the city, and each person occupying or having charge or control of improved premises in the city shall, in accordance with the terms of this chapter and all applicable state and federal regulations, make available for collection and disposal, or if a nonresidential commercial business provide legal access to collection and disposal of all refuse which has accumulated on such premises, on the appointed day and at the appointed time, except where weather conditions prevent such collection and disposal. (Ord. 409 § 1; Ord. 791 § 2; Ord. 921 § 1. Code 1997 § 23-10)

4.150.100 Collection and disposal – Contract for service.

For services outside the provisions of this chapter, individuals or businesses may contract with the city or the city's franchisee; provided, such services shall be offered and accepted according to the rate schedule applicable thereto. (Ord. 409 § 1; Ord. 791 § 2; Ord. 921 § 1. Code 1997 § 23-11)

4.150.110 Residential refuse containers.

Each person owning a residential unit up to and including a fourplex, and each person occupying or having charge or control of such premises, shall have the obligation to contract for collection service for each and every unit of property and provide for collection and disposal of all refuse originating upon such premises in suitable containers. A suitable container is defined as a safety-approved dumpster or a 32-gallon or less trash can, not to exceed a loaded weight of 50 pounds with a tight-fitting lid, capable of completely containing all refuse stored within. Tied, watertight plastic bags may be used only for yard-organic waste, except food waste-only. Food waste may be commingled with other waste in the dumpster or 32-gallon or less trash can.

In the event a residential refuse container is determined to be unsuitable because it no longer adequately contains refuse and repeatedly overflows, fails to adequately prevent animal intrusion or constitutes a hazard to public health, the city attorney, his/her designee, or the county health officer may order the resident to replace such container.

Bulk items such as car parts, white goods (i.e., stoves, washers, dryers, etc.), furniture (i.e., mattresses), etc., shall be collected at additional charge to the customer. Bulk items must remain out of sight from the general public view, and shall only be placed at curbside on the arranged day of collection at the property line adjacent to a public street no earlier than 6:00 p.m. of the day prior to the day designated for refuse collection, and shall be removed from public view by 6:00 p.m. on the day designated for refuse collection, unless containers are housed in approved shelters. In the event a bulk item is placed in view of the general public without scheduled collection, the city attorney, his/her designee, or the county health officer shall order the refuse company to collect said item at the property owner's expense.

Customers may exercise the option to deliver such bulk items directly to the transfer station at transfer station rates, or otherwise properly dispose of such bulk items. (Ord. 523 § 5; Ord. 791 § 2; Ord. 921 § 1. Code 1997 § 23-12)

4.150.120 Multiresidential refuse containers.

Each person owning, or having charge or control of, a multiresidential property of five units or greater shall place for collection and disposal all refuse originating on such premises in a suitable container. A suitable container for a multiresidential property of five units or greater is defined as a safety-approved dumpster. Frequency of collection is to be determined by the amount of refuse generated so that collection occurs not less than once per week and as often as good sanitary practice and applicable state and federal law require.

A multiresidential property with fewer than five units may be required to provide a safety-approved dumpster if the city attorney, his/her designee, or the county health officer determines that individual 32-gallon cans are insufficient to provide proper refuse disposal. Size of container and frequency of collection are to be determined by the amount of refuse generated so that collection occurs not less than once per week and as often as good sanitary practice and applicable state and federal law require.

Bulk items such as car parts, white goods (i.e., stoves, washers, dryers, etc.), furniture (i.e., mattresses), etc., shall be collected at an additional charge to the customer. Bulk items must remain out of sight from the general public view, and shall only be placed at curbside at the property line adjacent to a public street no earlier than 6:00 p.m. of the day prior to the day designated for refuse collection, and shall be removed from public view by 6:00 p.m. on the day designated for refuse collection, unless containers are housed in approved shelters on the arranged day of collection. In the event a bulk item is placed in view of the general public without scheduled collection, the city attorney, his/her designee, or the county health officer shall order the refuse company to collect said item at the property owner's expense. Customers may exercise the option to deliver such bulk items directly to the transfer station at transfer station rates, or otherwise properly dispose of such bulk items. (Ord. 791 § 2; Ord. 801 § 1; Ord. 921 § 1. Code 1997 § 23-12.1)

4.150.130 Commercial refuse containers.

Suitable containers for nonresidential commercial establishments shall be defined as a minimum 32-gallon garbage can or safety-approved dumpster, with lid, sufficient to accommodate the type and amount of refuse generated at such commercial establishment. Lids must remain closed at all times, except when refuse is being added or removed from the container. Size of container and frequency of collection shall be determined by the type and amount of refuse generated, so that collection occurs as often as good sanitary practice and applicable state and federal law require.

Frequency of collection shall be at least once per week for commercial establishments generating food waste. Collection for commercial establishments generating nonfood waste shall be either regularly scheduled or on an as-needed basis, unless as-needed collection is determined by the city attorney, his/her designee, or the county health officer to constitute a health hazard.

Bulk items such as car parts, white goods (i.e., stoves, washers, dryers, etc.), furniture (i.e., mattresses), etc., shall be collected at an additional charge to the customer. Bulk items must remain out of sight from the general public view, and shall only be placed at curbside at the property line adjacent to public street no earlier than 6:00 p.m. of the day prior to the day designated for refuse collection, and shall be removed from public view by 6:00 p.m. on the day designated for refuse collection, unless containers are housed in approved shelters on the arranged day of collection. In the event a bulk item is placed in view of the general public without scheduled collection, the city attorney, his/her designee, or the county health officer shall order the refuse company to collect said item at the property owner's expense.

Customers may exercise the option to deliver bulk items directly to the transfer station for transfer station rates, or properly dispose of such bulk items. (Ord. 791 § 2; Ord. 921 § 1. Code 1997 § 23-12.2)

4.150.140 Determination of sufficient container size/collection frequency.

In the event a multiresidential or commercial property is determined to constitute a nuisance because of blowing debris originating from the container, or the container is determined to be insufficient to contain refuse, or is determined to be a hazard to the public health or is otherwise in violation of health codes, the city attorney, her/his designee, or the county health officer may order a change in the size of container, and/or increase the frequency of collection, as well as any other alternatives set forth in SLTCC 4.150.150(A) through (I), at the expense of the person owning or having charge or control of said property. (Ord. 791 § 2; Ord. 921 § 1. Code 1997 § 23-12.3)

4.150.150 Mandatory collection for repeat offenders (commercial and residential).

No person owning or possessing any ~~multiple family~~multiresidential dwelling or owning or possessing any single-family dwelling, or industrial, commercial or business premises or structure, shall allow or permit any excess refuse or rubbish or waste to collect and accumulate upon or in the premises or structure for a period of time longer than allowed by law.

During intervals between collection or disposal, the storage, accumulation, collection, keeping, handling or maintaining of refuse waste on premises where produced shall be performed in such a manner as to prevent the harboring and breeding of rodents, insects and other vermin and to take adequate precautions to prevent ready access to the waste by animals; as to prevent objectionable odors in the ambient air; as not to constitute a fire hazard; and as not to result in such unsightliness as to result in the depreciation of value of adjacent property or the comfortable enjoyment of life thereon.

If it is found and determined that during the intervals between collection or disposal, accumulation of refuse waste results in a nuisance and thus is contrary to the public health and welfare of the city, and/or the property owner has failed to adequately provide for appropriate refuse collection and/or storage pursuant to this chapter, mandatory commercial or increased residential collection service shall be imposed for minimum of one year. Further, at the direction of the city manager, or the city manager's designee, the following corrective enforcement actions are available for imposition for a minimum of one year or longer:

- A. Increasing the size of the dumpster; and/or
- B. Increasing the frequency of the pickup service; and/or
- C. Ordering the removal of trailers, pickup trucks, dump trucks and storage containers under the nuisance abatement procedure pursuant to Chapter 4.40 SLTCC; and/or
- D. Mandating safety-approved dumpsters with tight-fitting lids; and/or
- E. Mandating dumpster "skirting" for containers; and/or
- F. Mandating relocation of dumpster; and/or
- G. Mandating "controlled access" lids to prevent animal disturbances; and/or
- H. Mandating bear-proof refuse containers for repeat violators of single-family residences and ~~multifamily~~multiresidential properties not using safety-approved dumpsters; and/or
- I. Any other enforcement action deemed reasonable and appropriate by the city manager or his/her designee. (Ord. 921 § 1; Ord. 997 § 1. Code 1997 § 23-12.4)

4.150.160 Mandatory multiplier for repeat offenders.

The collection of refuse, garbage and rubbish from all hotels, hotel/resorts, motels, motels converted to residential units, inns, time-share condominiums and motor inns may be based upon a motel multiplier of 0.10 cubic yards, per motel unit, per week to determine a minimum level of refuse service.

The collection of refuse, garbage and rubbish from all ~~multiple family~~multi-residential units may be based upon a ~~multifamily~~multiresidential multiplier of 0.40 cubic yards, per residential unit, per week to determine a minimum level of refuse service.

Nothing in this section is intended to prevent any arrangement, or the continuance of an existing arrangement, under which payments to the franchisee for garbage collection service are made by a tenant or tenants, or any agent, on behalf of the owner. However, any such arrangement will not affect the owner's obligation as provided herein. (Ord. 921 § 1. Code 1997 § 23-12.5)

4.150.170 Frequency of disposal.

Collection of refuse shall be made at least once a week from ~~private single-family~~ residences and ~~or multiple family multiresidential~~ units, and/or as many times per week as the city manager or the city manager's designee may order.

No more than one week's accumulation of refuse, garbage and rubbish shall be kept or permitted to remain upon any commercial premises in the city.

At the minimum, there shall be at least one collection per week from restaurants; cafes; diners; hamburger stands; coffee shops; coffee houses; fast food places; grocery stores; vegetable, meat, poultry or fish markets, or fresh drink stands; and any other commercial establishment generating food waste. (Ord. 921 § 1. Code 1997 § 23-12.6)

4.150.180 Storage.

No refuse, garbage or rubbish will be allowed to be stored in trucks, trailers, vans, delivery wagons, pickup trucks, truck trailers or dump trucks and unapproved storage containers for more than 48 hours. (Ord. 921 § 1. Code 1997 § 23-12.7)

4.150.190 Bulk items.

All bulk items (nonhazardous) left at curbside will be picked up by the franchisee during regularly scheduled route days and the account holder will be billed accordingly. (Ord. 921 § 1. Code 1997 § 23-12.8)

4.150.200 Exception – Vacant establishments.

The owner or person in possession, charge or control of any commercial establishment shall not be required to subscribe to services provided by a franchisee during such periods as the establishment is vacant and not generating or accumulating solid waste, garbage or refuse. Nor shall commercial establishments in residential units with a business license be subject to additional mandatory commercial collection. (Ord. 921 § 1. Code 1997 § 23-12.9)

4.150.210 Placement of residential containers for collection purposes.

Suitable containers for residential service, up to and including a fourplex, shall be placed in such a manner as not to be readily visible from public streets; provided, that during the time fixed for collection from the premises, receptacles and plastic bags shall be placed for collection as follows:

A. Residential containers shall be placed at the property line adjacent to a public street no earlier than 6:00 p.m. of the day prior to the day designated for refuse collection, and shall be removed from public view by 6:00 p.m. on the day designated for refuse collection, unless containers are housed in approved shelters.

B. Refuse company personnel shall be responsible for the return of containers to a location 20 feet back from the front property line.

C. During periods of heavy snow, customers shall provide a clear path for the return of containers to a point 20 feet from said property line.

D. Containers which have become so damaged as to be no longer suitable for use, which no longer have tight-fitting lids, and are so designated by refuse company personnel, the city attorney, his/her designee, or the county health officer, shall be replaced by the customer with a suitable container.

E. Shelter or housing for refuse receptacles as well as commercial dumpsters shall not be constructed or installed until approved by the city planning division. (Ord. 744 § 1; Ord. 791 § 2; Ord. 921 § 1. Code 1997 § 23-14)

4.150.220 Placement of commercial containers for collection purposes.

Suitable containers for commercial service, other than safety-approved dumpsters, shall be placed in such a manner as not to be readily visible from public streets; provided, that during the time fixed for collection from the premises, containers are placed for collection in such a manner as previously approved by franchisee.

Commercial containers shall be placed at the property line adjacent to a public street no earlier than 6:00 p.m. of the day prior to the day designated for refuse collection, and shall be removed from public view by 6:00 p.m. on the day designated for refuse collection, unless containers are housed in approved shelters. Refuse company personnel shall be responsible for the return of containers to the front property line. During periods of heavy snow, residents shall

provide and maintain a clear path for the return of containers to a point 20 feet behind the property line. Shelter or housing for commercial dumpsters shall not be constructed or installed until approved by the city planning division.

Containers which have become so damaged as to be no longer suitable for use, which no longer have tight-fitting lids, and are so designated by refuse company personnel, the city attorney, his/her designee, or the county health officer shall be replaced by the resident and/or business owner with a suitable container. (Ord. 744 § 1; Ord. 791 § 2; Ord. 921 § 1; Ord. 997 § 1. Code 1997 § 23-14.1)

4.150.230 Placement of multiresidential containers for collection purposes.

Suitable containers for multiresidential service, up to and including a fourplex, shall be placed in such a manner as not to be readily visible from public streets; provided, that during the time fixed for collection from the premises, receptacles and plastic bags shall be placed for collection as follows:

A. Multiresidential containers shall be placed at the property line adjacent to a public street no earlier than 6:00 p.m. of the day prior to the day designated for refuse collection, and shall be removed from public view by 6:00 p.m. on the day designated for refuse collection, unless containers are housed in approved shelters.

B. Refuse company personnel shall be responsible for the return of containers to a location 20 feet back from the front property line.

C. During periods of heavy snow, customers shall provide and maintain a clear path for the return of containers to a point 20 feet from said property line.

D. Containers which have become so damaged as to be no longer suitable for use, which no longer have tight-fitting lids, and are so designated by refuse company personnel, the city attorney, his/her designee, or the county health officer shall be replaced by the customer with a suitable container.

E. Shelter or housing for multiresidential refuse receptacles shall not be constructed or installed until approved by the city planning division. (Ord. 997 § 1. Code 1997 § 23-14.2)

4.150.240 Removal of containers from public view.

All residential, including multiresidential, and commercial refuse containers, other than safety-approved dumpsters, shall be removed from public view not later than 6:00 p.m. on the appointed day of collection; provided, however, that refuse containers within shelters or housing approved in accordance with SLTCC 4.150.210(E) shall be within such shelters or housing not later than 6:00 p.m. on the appointed day of collection. (Ord. 409 § 1; Ord. 536 § 5; Ord. 791 § 2; Ord. 921 § 1; Ord. 997 § 1. Code 1997 § 23-15)

4.150.250 Owner's responsibility for other refuse.

The collection and disposal of any refuse which is excepted from collection and disposal by the refuse company shall be the sole responsibility of the owner upon whose property such refuse originates. The owner ~~will~~ shall not leave such refuse at the front property line or in such a manner as to be readily visible from the public street. (Ord. 523 § 3; Ord. 921 § 1. Code 1997 § 23-16)

4.150.260 Standards and responsibilities regarding dumpsters.

A. Standards. The American National Standard Safety Requirements for the Stability of Refuse Bins (hereinafter known as Standards) is hereby adopted and incorporated in the South Lake Tahoe city code by reference. A full and complete copy of the requirements is on file in the South Lake Tahoe city clerk's office and in the business office of South Tahoe Refuse Company located at 2140 Ruth Avenue, South Lake Tahoe, CA.

B. Responsibilities. The following responsibilities shall apply:

1. Manufacturer Responsibility. It shall be the responsibility of the manufacturer of refuse bins to design and construct newly manufactured refuse bins in conformance with Sections 3 and 5 of the Standards.

Newly manufactured refuse bins shall have a permanent identification of the name of the manufacturer and either the date of manufacture or a code traceable to the date of manufacture.

A statement attesting to compliance with this standard shall also be provided on the permanent identification.

The manufacturer of refuse bins shall inform purchasers of the refuse bins of the applicable requirements of this standard.

2. **Retrofit Responsibility.** It shall be the responsibility of persons who retrofit or modify refuse bins to modify or reconstruct in-service bins in conformance with Sections 3 and 5 of the Standards.

3. **Owner Responsibility.** It shall be the responsibility of the owner of refuse bins to ensure that refuse bins are modified or retrofitted to meet the requirements of the Standards.

It shall be the responsibility of the owner of refuse bins to ensure that the only refuse bins that are in conformance with Sections 3 and 5 of the Standards are used.

The owner of refuse bins shall inform the customer of necessary safety precautions and requirements associated with the use of the bins including, but not limited to, the requirements specified in subsections (B)(3)(a) through (d) of this section:

- a. Refuse bins shall be placed on a hard, level, weather-resistant surface.
- b. Refuse bins shall be loaded uniformly, with no refuse extending beyond the internal volume of the bin.
- c. All safety features for stability shall be used, such as fasteners (where required) to secure the refuse bin to a stationary object.
- d. The customer shall inform the owner of the refuse bins of any damage, defect or malfunction of the refuse bin.

The owners shall train their employees in the use, handling and placement of refuse bins so as to be in conformance with the requirements of these Standards.

4. **Refuse Franchisee Responsibility.** The refuse franchisee shall train its employees in the use, handling and placement of refuse bins so as to be in conformance with the requirements of these Standards. The refuse franchisee shall inform the owner of the refuse bins of any damage, defect or malfunction of the refuse bin.

5. **Refuse Franchisee Employee Responsibility.** The employee of the refuse franchisee shall return the refuse bins to their original location after unloading. If the location of the refuse bins is not a hard, level, weather-resistant surface, the employee of the refuse franchisee shall notify the customer and the owner.

6. **Customer Responsibility.** The customer shall be responsible for ensuring that a hard, level, weather-resistant surface is provided for the placement of refuse bins.

The customer shall ensure that refuse bins used are placed on the customer's premises in conformance with the applicable requirements of the Standards. (Ord. 733 § 1; Ord. 921 § 1. Code 1997 § 23-16.1)

Division 2. Residential Units and Commercial Establishments

4.150.270 Required use of authorized collection.

Each person owning one or more improved residential units or commercial premises in the city, and each person occupying or having charge or control of improved residential or commercial premises in the city, shall make available for collection, not less than once each week on the appointed day and at the appointed time, all refuse which has accumulated on such premises. Each person who is an owner, occupant or person in possession, charge or control of a parcel of property upon which there exists a residential unit or commercial enterprise shall subscribe to and use, and shall dispose of all refuse through, the regular refuse collection and disposal service of the city or its authorized removal franchisee. (Ord. 409 § 1; Ord. 431 § 1; Ord. 536 § 7; Ord. 921 § 1. Code 1997 § 23-17)

4.150.280 Access to receptacles for collection purposes.

Each person required by the provisions of this chapter to accept mandatory refuse collection and disposal services shall provide reasonable access to refuse receptacles on the appointed day of collection. Periods of inclement weather shall not excuse any such person from affording such reasonable access to refuse receptacles. (Ord. 536 § 8; Ord. 921 § 1. Code 1997 § 23-17.1)

4.150.290 Increase in rates for failure to provide access.

In the event that a person fails to comply with SLTCC 4.150.280, the removal franchisee may increase the rate for the collection and removal of refuse for that person by the total sum of 10 percent over the then-established rate for the month in which such noncompliance occurs. Upon cessation of the violation of SLTCC 4.150.280, the rate shall be reduced to the previously established rate. (Ord. 536 § 9; Ord. 921 § 1. Code 1997 § 23-17.2)

4.150.300 Liability for payment of fees.

Each owner, occupant or person in possession, charge or control of a parcel of property upon which there exists a residential unit or commercial enterprise within the city is hereby made liable for the payment of the refuse collection fees levied against such premises for required refuse services, irrespective of the actual use of the refuse collection services provided by the city or its authorized removal franchisee. Services made available to those premises required to receive such services shall be considered as services utilized. It shall be the duty of the owner of such premises to provide for payment of the refuse collection and disposal fees. It shall be the duty of the franchisee to bill separately each residential unit.

Nothing in this section shall prevent an arrangement for the continuance of an existing arrangement under which payments of refuse collection fees are made by a tenant or tenants or any agent on behalf of the owner. Any such arrangement will not affect the owner's obligation to the city or its authorized removal franchisee. (Ord. 409 § 1; Ord. 431 § 2; Ord. 536 § 10; Ord. 921 § 1. Code 1997 § 23-18)

4.150.310 Billing and collection – Discounts – Penalty for delinquent payments.

Refuse collection fees shall be billed and paid in advance on a quarterly basis. Payment shall be due upon, and shall become delinquent after, the fifteenth day following the date of billing. Notwithstanding the above, each person who receives a bill for quarterly service shall have the option of paying for service through the end of the year billed.

A finance charge of one and one-half percent of the amount of the fee shall be added at the end of each month following the delinquency date. (Ord. 409 § 1; Ord. 431 § 3; Ord. 921 § 1. Code 1997 § 23-19)

4.150.320 Fee a civil debt.

The refuse collection fee shall be a civil debt owed by the owner, occupant or person in possession, charge or control of the real property and/or structures of a residential unit or commercial enterprise. In the event that any civil action to enforce the collection of the refuse collection fee is brought in any court, the prevailing party shall be entitled to reasonable attorney's fees to be determined by the court. The prevailing party shall be the party in whose favor final judgment is entered. (Ord. 409 § 1; Ord. 431 § 4; Ord. 536 § 11; Ord. 921 § 1. Code 1997 § 23-20)

4.150.330 Mandatory collection areas.

A mandatory collection area is established and shall consist of the current incorporated city limits of the city of South Lake Tahoe within the Lake Tahoe basin, county of El Dorado, state of California. (Ord. 921 § 1. Code 1997 § 23-20.2)

4.150.340 Liability for payment of fees – Mandatory collection.

Each owner, occupant or person in possession, charge or control of any collection premises located in a mandatory collection area is hereby made liable jointly and severally for the payments of the solid waste collection, processing and disposal fees levied against such premises for required solid waste collection, processing and disposal services, irrespective of the actual use of the service provided by the district or grantee. Services made available to those premises required to receive service shall be considered as services utilized. It shall be the duty of the owner of such premises to provide for the payment of the services. (Ord. 921 § 1. Code 1997 § 23-20.3)

4.150.350 Billing cycle and penalty for delinquent payments.

Solid waste collection fees may be billed and paid in advance on a quarterly basis. Payment shall be due upon, and shall become delinquent 15 days after, the date of any billing. A finance charge and late payment penalty as permitted by law shall be added at the end of each month following the delinquency date. (Ord. 921 § 1. Code 1997 § 23-20.4)

4.150.360 Discontinuation of service.

The city may direct the franchisee to discontinue service for any customer whose account remains unpaid for 60 days after the date of billing as long as the customer has received a notice on a form approved by the city manager or his/her designee stating that service will be discontinued 15 days from the date of the notice if payment is not made by that time. Upon payment of the delinquent fees, collection shall resume on the next regularly scheduled collection day. Fees shall continue to be assessed and billed notwithstanding that service has been discontinued and notice of same shall be included in the form sent to the customer. (Ord. 921 § 1. Code 1997 § 23-20.5)

4.150.370 Lien for 180-day delinquencies.

Mandatory collection fees authorized pursuant to these articles, which remain unpaid for a period of 180 days or more, after the date upon which they were billed, may be collected thereafter by the franchisee as provided herein.

A. Once a year the franchisee shall cause to be prepared a report of delinquent fees. The city planning commission shall fix a time, date and place for a public hearing for the report and any objections or protests thereto.

B. The commission shall cause notice of the hearing to be mailed, by certified mail, return receipt requested to the landowners listed on the report as well as publication of notice of the hearing in a newspaper of general circulation as well as posted pursuant to law not less than 30 days prior to the date of the hearing.

C. At the hearing, the commission shall hear any objections or protests of landowners liable for delinquent fees. The commission may make such revisions or corrections to the report as is deemed just and thereafter the report shall be forwarded to the city council for confirmation. Notice of the hearing to confirm the report shall be mailed to the landowners listed on the report.

D. The delinquent fees set forth in the report as confirmed shall constitute a special assessment against the respective parcels of land and are a lien of the property for such delinquent fees. A certified copy of the confirmed report shall be filed with the county auditor and/or county recorder's office on or before August 10th, for the amounts of the respective assessments against the respective parcels of land as they appear on the current assessment roll. The lien created attaches upon recordation of the office of the county recorder of the county in which the property is situated with a certified copy of the resolution of confirmation. The assessment may be collected at the same time and in the same manner as ordinary county ad valorem property taxes. All laws applicable to the levy, collection and enforcement of ad valorem property taxes shall be applicable to such lien, except that if the real property to which such lien would attach has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide purchaser for value has been created and attaches thereon, prior to the date on which the first installment of such taxes should become delinquent, then the lien which would otherwise be imposed by this section shall not attach to such real property and the delinquency fees, as confirmed relating to such property, shall be transferred to the unsecured roll for collection or a private collection agency. (Ord. 921 § 1; Ord. 1062 § 1 (Exh. A). Code 1997 § 23-20.6)

4.150.390 Exemptions.

A. The provisions of this article shall not apply to any of residential units or commercial enterprises which are not connected to water and electric power and where water or electric power cannot be provided to such premises

without action by a public utility or mutual water company; provided, that such exemption shall terminate upon reconnection of water and electric power.

B. Provisions of this article shall not apply to any commercial enterprise which fully suspends its operation due to the seasonal nature of its particular business.

C. Provisions of this article shall not apply to any home business which operates fully out of a residential property, complies with business license requirements and does not exceed residential refuse limitations.

D. Exemption from the mandatory collection may be granted to nonresidential and nonfood producing businesses which submit a waste management plan to the city analyzing the business waste stream, and documenting: (1) the ability to recycle or reuse more than 50 percent of that waste stream; (2) the ability to source separate organic waste from other waste and either recycle its organic waste onsite or self-haul its own organic waste for recycling. Any business that received an exemption from mandatory collection under this subsection (D) prior to January 1, 2022, and desires to maintain its exemption from mandatory collection shall submit a new request to the city containing the information required by this subsection prior to January 31, 2022.

Any person claiming an exemption pursuant to subsections (A) or (B) of this section shall file a statement under oath or under penalty of perjury with the city removal franchisee stating the facts upon which exemption is claimed and, in the absence of such statement substantiating the claim, such person shall be liable for the payment of the refuse collection fees required by this article.

The removal franchisee, after giving notice of not less than 10 days and a reasonable opportunity for hearing to any person claiming an exemption pursuant to this section, may revoke any exemption granted upon information that the person is not entitled to the exemption as provided herein. (Ord. 409 § 1; Ord. 441 § 1; Ord. 536 § 12; Ord. 791 § 2; Ord. 921 § 1. Code 1997 § 23-21)

Article IV. Prohibited Acts and Enforcement

4.150.400 Collection or disposal by unauthorized persons.

No person, other than those persons permitted by the terms of this chapter, shall collect and/or dispose of refuse, for commercial gain, in, along or over any public street, alley or highway in the city. No two or more owners of separate properties shall organize to jointly or collectively remove refuse from their respective properties. (Ord. 409 § 1; Ord. 921 § 1. Code 1997 § 23-23)

4.150.410 Placement of refuse in receptacle or upon land of another.

No person shall place refuse upon the land of another, or in the refuse receptacle of another, or upon premises other than those from which refuse originated, for the purpose of making such refuse available for collection and disposal. This section shall not prohibit the deposit of refuse at a duly permitted transfer station. (Ord. 409 § 1; Ord. 921 § 1. Code 1997 § 23-24)

4.150.420 Placement of refuse containers on vacant lots.

No person shall place refuse or a refuse receptacle, including dumpsters, upon a vacant lot or any site from which the refuse was not originally generated. This includes property owned, leased, or rented by the person generating the refuse. (Ord. 921 § 1. Code 1997 § 23-24.1)

4.150.430 Placement for collection of items other than refuse.

No person shall place for collection and disposal, or place in public view, any item other than refuse, bulk items or other waste, including cardboard or any other paper product and carpeting, carpet pads and associated flooring materials.

Neither the city, nor its authorized franchisee, shall collect or dispose of any item other than refuse or other waste; provided, that this section shall not prohibit the deposit and disposal of any item at a duly permitted transfer station. (Ord. 409 § 1; Ord. 921 § 1. Code 1997 § 23-25)

4.150.440 Littering public or private property.

No person shall throw, place, scatter, dump or otherwise deposit any refuse or other waste in or upon the private property of another. No person shall throw, place, scatter, dump or otherwise deposit any refuse or other waste in or upon any public property. (Ord. 409 § 1; Ord. 921 § 1. Code 1997 § 23-26)

4.150.450 Burning refuse.

No person shall burn refuse within the city unless such act complies with all applicable laws of each and every jurisdictional agency. (Ord. 409 § 1; Ord. 921 § 1. Code 1997 § 23-27)

4.150.460 Rendering of fat, distillation of bones, etc.

No person shall render any meat, grease, fat, offal, bones, animals, animal parts, animal substances, garbage, fish or parts of fish, or distill bones or reduce refuse, offal or dead animals or operate or conduct any plant or establishment for the distillation of bones, or the rendering of fat, or further reduction of refuse, offal or dead animals. (Ord. 409 § 1; Ord. 921 § 1. Code 1997 § 23-28)

4.150.470 Bringing refuse into the city.

No person shall bring into or cause to be brought into the city any refuse or receive or possess any refuse brought into the city from beyond the city limits; provided, that the provisions of this section shall not apply to refuse being transported directly to, and received at, a duly permitted transfer station. (Ord. 409 § 1; Ord. 921 § 1. Code 1997 § 23-29)

4.150.480 Storing of refuse or waste inside buildings.

No person shall keep or maintain any refuse or other waste inside any building in violation of any provision of law. (Ord. 409 § 1; Ord. 921 § 1. Code 1997 § 23-30)

4.150.490 Connection of water or electrical services prior to issuance of permit.

No person shall connect or cause to be connected to any residential unit not then receiving such services any water or electrical service without first obtaining from the city manager or his/her designee a permit therefor. Such permit shall be issued by the city manager or his/her designee upon request of any person without fee. Refuse collection fees shall be charged for service to such residential unit upon the issuance of such a permit or occupancy of such unit, whichever first occurs. The sole purpose of the permit required by this section is to advise the city manager or his/her designee that the residential unit should be charged refuse collection fees, and such permit shall not authorize the connection of any water or electrical services to any premises in violation of any other provision of law. (Ord. 409 § 1; Ord. 536 § 13; Ord. 921 § 1. Code 1997 § 23-31)

4.150.500 Disclosure required upon sale of real property.

No person shall sell, or act as an agent for the purpose of selling, any parcel of real property without first disclosing, in writing, the amount or amounts, if any, of unpaid fees due and owing for refuse collection services made available to such parcel of real property. (Ord. 419 § 1; Ord. 921 § 1. Code 1997 § 23-32)

4.150.505 Compliance inspections.

The city or its agent may enter a commercial premises or common areas of a multiresidential property of five or more units to conduct a compliance inspection of any collection container or collection vehicle load, and may enter a transfer, processing, or disposal facility to conduct a compliance inspection. Compliance inspections may be performed without prior notice during normal business hours.

4.150.510 Violations of chapter declared a nuisance.

All violations of any portion of this chapter are hereby declared to be a nuisance and may be abated as such in the manner provided by law. Additionally and alternatively, violations of any portion of this chapter are subject to administrative citations and fines under chapter 2.30. (Ord. 409 § 1; Ord. 419 § 2; Ord. 921 § 1. Code 1997 § 23-33)

Article V. Recycling Regulations

Division 1. Generally

4.150.520 Purpose and intent of article.

The purpose and intent of this article is to establish by ordinance:

- A. The goal of recycling at least 50 percent, by weight, of the city of South Lake Tahoe's waste;
- B. To require that the city of South Lake Tahoe develop and maintain a substantial, comprehensive, coordinated, and integrated recycling system for the efficient, cost-effective and environmentally sound disposal of waste;
- C. To require the development and implementation of a solid waste management plan for the city of South Lake Tahoe;
- D. To help preserve the quality of the environment for city of South Lake Tahoe residents by preserving resources, conserving energy, and reducing waste;
- E. To improve the city of South Lake Tahoe's economy by creating useful and rewarding jobs for its residents; and
- F. To protect and promote the health, safety, and well-being of the city of South Lake Tahoe residents. (Ord. 812 § 1; Ord. 921 § 1. Code 1997 § 23-34)

4.150.530 Collection of general refuse by other than exclusive franchisee prohibited.

No refuse hauler or disposal company other than the exclusive franchisee of the city or its appropriately authorized designee shall in any way collect refuse or remove refuse placed in refuse disposal containers from any location within the city limits. No individual, company or entity other than city's exclusive franchisee may remove recyclable materials from refuse disposal containers once said material has been placed in those containers. (Ord. 812 § 1; Ord. 921 § 1. Code 1997 § 23-35)

4.150.540 Removal of recyclable materials from existing state-authorized buyback centers prohibited.

No individual, company or entity other than city's exclusive franchisee, or its authorized designee, shall be authorized to remove recyclable materials from any state-authorized buyback center. Said locations, for purposes of clarity of this regulation, are identified as follows:

Ruth Avenue Recycling Center.

Nothing in this section shall be construed to limit any individual, company or entity other than city's exclusive franchisee from developing additional recycling sites; provided applicable zoning, building, fire and other requirements of local and state regulatory agencies are met. (Ord. 812 § 1; Ord. 921 § 1. Code 1997 § 23-36)

4.150.550 Reporting requirements.

Any individual, company or entity engaging in the recycling of materials must, prior to the commencement of such activities, obtain a permit from the city manager or his/her designee and any other city-required permits and/or licenses. The permit will be issued when permittee provides the names, addresses and telephone numbers of the owners/operators of recycling enterprise, the type of materials to be collected, the collection area, the market to which the materials collected will be shipped, and the method of such shipment. Thereafter, on a monthly basis, reports shall be submitted to the city manager who provides a detailed accounting of the following information:

- A. The physical location of the recyclable materials operation;
- B. The certified weight of the volumes of each product taken to market;
- C. The market to which each of the materials was sent, along with the method of shipment;
- D. An accounting (by weight) by geographical area (jurisdiction) from which the recyclables were collected.

On an annual basis, a compilation of the information provided to the city through the required monthly reporting process as specified herein, shall be provided to the city on a schedule to be determined by the city manager or his/her designee. All required information will be considered proprietary and not available for public information. Failure to provide required information will result in the revocation of this permit. Permit fee will cover reasonable costs of administration. (Ord. 812 § 1; Ord. 921 § 1. Code 1997 § 23-37)

4.150.560 Compliance with local, state and federal regulations.

All individuals, companies or entities engaged in the collection of recyclable materials shall adhere to all applicable local, state and federal regulations in carrying out their operations. Such compliance shall include but not necessarily be limited to conducting operations from a location which has been approved by all applicable governmental entities for such use and utilizing appropriate recyclable material handling and hauling practices. To the extent that any recycling operation, by virtue of its size or nature, may become subject to laws relating to the provision of workers' compensation benefits, or other similar regulatory authority, the recycling operator shall comply with all such laws in existence. (Ord. 812 § 1; Ord. 921 § 1. Code 1997 § 23-38)

4.150.570 Disposal of unmarketable recyclable materials.

Any recyclable materials collected by any individual, company or entity which cannot be stored or sustained in accordance with all applicable health, safety, fire, building, and visual codes and/or standards shall be turned over to the transfer station of the city's exclusive refuse franchisee and all applicable disposal fees shall be paid.

Anyone engaging in the disposal of such materials in any manner other than that described within this section shall be guilty of an infraction. (Ord. 812 § 1; Ord. 921 § 1. Code 1997 § 23-39)

4.150.580 Recyclable materials of city – No fee for processing.

Any and all recycling collection services are subject to payment of a five percent franchise fee to the city if any fee is charged to the customers for service collection. Fee shall be based on gross revenue as reported on the annual city business licenses. In the event no fee is charged by the collection service, the city council may either waive the franchise fee or require that the collection service provide similar services to city facilities without charge. (Ord. 812 § 1; Ord. 921 § 1. Code 1997 § 23-40)

4.150.590 Indemnification of city by those engaged in recycling activities.

Any person, company or entity engaged in recycling activities which requires removal and transport of recyclable materials over city rights-of-way shall obtain an encroachment permit from the public works department in accordance with Chapter 7.05 SLTCC, and any such encroachment permit issued shall be subject to the customary hold harmless and indemnity provisions established by city ordinance as contained in Chapter 7.05 SLTCC. (Ord. 812 § 1; Ord. 921 § 1. Code 1997 § 23-41)

4.150.600 No vesting of rights, entitlements or rights to operate recycling facilities shall be recognized prior to effective date of ordinance.

No person, company or entity shall be deemed by the city council to have developed any legal, nonconforming use, vested right or entitlement to engage in recycling operations by virtue of commencement of recycling prior to the effective date of the ordinance codified in this chapter. No recycling operator, irrespective of the date of commencement of their recycling activities, shall be exempt from the requirements and regulations established by this article. Any person or business currently operating a recycling collection service shall obtain required permits within 60 days of the adoption of the ordinance codified in this chapter. (Ord. 812 § 1; Ord. 921 § 1. Code 1997 § 23-42)

4.150.610 Development of materials recovery facility prohibited.

No person, company or entity shall develop or create any type of materials recovery facility (MRF) without review and approval by the city council to ensure consistency with the county integrated waste management plan during the term the ordinance codified in this chapter remains in effect. (Ord. 812 § 1; Ord. 921 § 1. Code 1997 § 23-43)

Division 2. Recycling Organic Waste

4.150.620 Requirements for residential organic waste recycling.

A. Owners and occupants of single-family units and multiresidential properties of four or less units shall:

1. Subscribe to the city's organic waste collection service for organic waste generated, except for food waste and food-soiled paper; and

2. Participate in the city's organic waste collection service by placing organic waste generated, except for food waste and food-soiled paper, in a separate container in accordance with section 4.150.110.

B. Owners of multiresidential properties of five or more units who have not received a de minimis waiver shall:

1. Subscribe to the city's organic waste collection service;

2. Participate in the city's organic waste collection service by placing organic waste generated, except for food waste and food-soiled paper, in a separate container in accordance with section 4.150.120;

3. Annually provide information to tenants about organic waste recovery requirements and about proper sorting of organic waste;

4. Provide educational information within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep organic waste separated and the location of containers and the rules governing their use at the property; and

5. Provide access for the city or its agent to the property during all inspections conducted under section 4.150.505 to confirm compliance with the requirements of this division.

C. De minimis waiver.

1. Owners of multiresidential properties of five or more units may request a de minimis waiver from some or all of the requirements of this section by submitting the following information:

a. The requirements requested to be waived;

b. Documentation that either: (a) the multiresidential property's total solid waste collection service is two cubic yards or more per week and source separated organic waste subject to collection comprises less than 20 gallons per week; or (b) the multiresidential property's total solid waste collection service is less than two cubic yards per week and source separated organic waste subject to collection comprises less than 10 gallons per week.

2. A de minimis waiver granted by the city will be effective for five years unless circumstances change such that the thresholds are exceeded, in which case the city will rescind the waiver. An applicant may reapply prior to the expiration of its waiver by providing the required information in this subsection C.

4.150.630 Requirements for commercial organic waste recycling.

A. Owners and operators of commercial businesses generating more than two cubic yards of waste per week shall arrange for organic waste recycling services, including food waste, consisting of at least one of the following:

1. Source separating organic waste from other waste and subscribing to a basic level of organic waste recycling services that includes collection and recycling of organic waste, including food waste;

2. Recycling organic waste on-site or self-hauling organic waste, including food waste, for recycling; or

3. Subscribing to an organic waste recycling service that may include mixed waste processing that specifically recycles organic waste, including food waste; and

4. For owners and operators of commercial businesses complying with this subsection A through means other than subscribing to an organic waste recycling service provided by the city's franchisee, an annual report shall be provided to the city by October 1 of each year to certify compliance through on-site recycling or self-hauling. Annual reports shall include the following information for the preceding 12-month period of June 30 to July 1:

- a. The name of the owner and operator for the commercial business;
- b. The name and address for the commercial business; and
- c. The volume in cubic yards or gallons, measured by the size of the containers in use, of organic waste recycled on-site, through self-hauling including the destination(s), or by other means.

B. In addition to the applicable requirements of subsection A, owners and operators of commercial businesses not granted an exemption from mandatory collection under section 4.150.390 and who have not received a de minimis waiver shall:

1. Subscribe to the city's organic waste collection service;
2. Participate in the city's organic waste collection service by placing organic waste generated, except for food waste and food-soiled paper, in a separate container for collection;
3. Provide labeled containers for the collection of organic waste, except for food waste and food-soiled paper, if any is generated by the business or its customers, in all indoor and outdoor areas where disposal containers are provided for customers, except in restrooms;
4. Prohibit employees from placing materials in a container not designated for those materials, to the extent practical through measures such as education, training, and inspection;
5. Periodically inspect the organic waste container for contamination and take corrective measures when contamination is found including reminding employees not to place materials in a container not designated for those materials;
6. Annually provide information to employees, contractors, tenants, and customers about organic waste recovery requirements and about proper sorting of organic waste;
7. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep organic waste materials, except for food waste, separated and the location of containers and the rules governing their use; and
8. Provide access to the city or its agent to its properties during all inspections conducted under section 4.150.505 to confirm compliance with the requirements of this division.

C. In addition to the applicable requirements of subsections A and B, owners and operators of tier one commercial edible food generators shall:

1. Arrange to recover the maximum amount of edible food that would otherwise be disposed;
2. Contract with food recovery organizations or food recovery services for collection or acceptance of self-hauled edible food for food recovery;
3. Allow the city or agent to access the premises and review records pursuant to Section 18991.4 of Title 14 of the California Code of Regulations, as may be amended from time to time; and
4. Keep records that include the following information as required by Section 18991.4 of Title 14 of the California Code of Regulations, as may be amended from time to time:
 - a. A list of each food recovery service or organization that collects or receives the generator's edible food pursuant to contract;
 - b. A copy of all such contracts;
 - c. A record of the following information for each contracted food recovery service or food recovery organization:

i. Name, address, and contact information;

ii. Types of food that will be collected or self-hauled;

iii. Established frequency that food will be collected or self-hauled; and

iv. Quantity of food, measured in pounds recovered per month, collected or self-hauled.

D. Commencing on January 1, 2024, owners and operators of tier two commercial edible food generators shall:

1. Comply with the requirements for tier one commercial edible food generators in this section; and

2. For large venue or large event operators not providing food services, but allowing for food to be provided by others, require food facilities operating at the large venue or large event to comply with the requirements for tier one commercial edible food generators in this section.

E. De minimis waiver.

1. Owners and operators of commercial businesses may request a de minimis waiver from some or all of the requirements of this section by submitting the following information:

a. The requirements requested to be waived;

b. Documentation that either: (a) the commercial business' total solid waste collection service is two cubic yards or more per week and source separated organic waste subject to collection comprises less than 20 gallons per week; or (b) the commercial business' total solid waste collection service is less than two cubic yards per week and source separated organic waste subject to collection comprises less than 10 gallons per week.

2. A de minimis waiver granted by the city will be effective for five years unless circumstances change such that the thresholds are exceeded, in which case the city will rescind the waiver. An applicant may reapply prior to the expiration of its waiver by providing the required information in this subsection E.

4.150.640 Requirements for food recovery organizations and services.

A. Owners and operators of food recovery services maintaining their principal place of business within the city and having a contract with commercial edible food generators to collect or receive edible food directly shall:

1. Report to the city the total pounds of edible food recovered for the previous calendar year from tier one and tier two commercial edible food generators with which the food recovery service has contracted, no later than October 1 of each year for the preceding 12-month period of June 30 to July 1; and

2. Maintain the following records:

a. Name, address, and contact information for each commercial food generator from which edible food is collected;

b. Quantity, measured in pounds per month, of edible food collected from each commercial edible food generator;

c. Quantity, measured in pounds per month, of edible food transported to each food recovery organization; and

d. Name, address, and contact information for each food recovery organization to which the food recovery service transports edible food.

B. Owners and operators of food recovery organizations maintaining their principal place of business within the city and having a contract to collect or receive edible food directly shall:

1. Report to the city the total pounds of edible food recovered for the previous calendar year from tier one and tier two commercial edible food generators with which the food recovery service has contracted, no later than October 1 of each year for the preceding 12-month period of June 30-July 1; and

2. Maintain the following records:

a. Name, address, and contact information for each commercial food generator from which edible food is received;

b. Quantity, measured in pounds per month, of edible food received from each commercial edible food generator; and

c. Name, address, and contact information for each food recovery service from which edible food is received.

Article VI. Ban on Plastic Single-Use Carryout Bags

4.150.620—Definitions.

For purposes of this article, the following terms are defined:

~~(a) “Plastic single use carryout bag” is defined as a bag, other than a reusable carryout bag or recycled paper bag, provided at the check stand, cash register, point of sale, or other point of departure for the purpose of transporting food or merchandise out of a retail establishment. Single use carryout bags do not include bags, a maximum of 11 inches by 17 inches, without handles provided to the customer: (1) to transport produce, bulk food or meat from a product, bulk food, or meat department within a store to the point of sale; (2) to hold prescription medication dispensed from a pharmacy; or (3) to segregate food or merchandise that could damage or contaminate other food or merchandise when placed together in a bag.~~

~~(b) “Reusable carryout bag” is defined as a bag with handles that is specifically designed and manufactured for multiple reuses and meets all of the following requirements:~~

~~(1) Has a minimum lifetime of 125 uses;~~

~~(2) Is machine washable or is made from a material that can be cleaned or disinfected;~~

~~(3) Meets the standards of the California Toxics in Packaging Prevention Act (California Health and Safety Code Sections 25214.11 through 25214.26), as amended, or any successor legislation, or complies with California Toxics in Packaging Act standards; and~~

~~(4) If made of plastic, is a minimum of at least 2.25 mils thick.~~

~~(c) “Recycled paper bag” is defined as a bag that contains no old growth fiber and a minimum of 40 percent post-consumer recycled content, is 100 percent recyclable, and has printed in a highly visible manner on the outside of the bag the word “Recyclable,” and the percentage of post-consumer recycled content.~~

~~(d) “Retail establishment” means any business conducting retail sales within or doing business within the geographical limits of the city of South Lake Tahoe.~~

~~(e) “Grocer” means a business located within the South Lake Tahoe city limits in a permanent building, operating year round, that is a full line self service market that sells a line of staple food products, meats, produce, household supplies, dairy products, or other perishable items.~~

~~(f) “Food vendor” means a business located within the South Lake Tahoe city limits that sells perishable food products. This includes vendors at farmers markets.~~

~~(g) “Nonprofit vendor” means any natural person, firm, corporation, partnership or other organization or group formed for nonprofit purposes which provides goods as part of its services.~~

~~(h) “Customer” means any person obtaining goods from a retail establishment, grocer, food vendor or nonprofit vendor.~~

~~(i) “Pharmacy” means a retail use where the profession of pharmacy by a pharmacist licensed by the state of California in accordance with the Business and Professions Code is practiced and where prescription medications are offered for sale.~~

~~(j) “Recyclable” means material that can be sorted, cleansed, and reconstituted using the city of South Lake Tahoe’s recycling collection programs for the purpose of using the altered form in the manufacture of a new product. Recycling does not including burning, incinerating, converting, or otherwise thermally destroying solid waste.~~

~~(k) “Public eating establishments” means restaurants, take out food establishments, or any other business that receives 90 percent or more of its revenue from the sale of food which is prepared on the premises, to be eaten on or off its premises. Public eating establishments are not considered retail establishments for the purposes of this article.~~

~~(l) “Produce bag” means any bag of plastic or other material, excluding reusable carryout bags, exclusively used to transport produce to the point of sale.~~

~~(m) “Special event” means any event proposed to take place within the city limits that will require significant utilization of city services (including but not limited to police, fire, parks and recreation, streets and fleet services) or that attracts over 2,000 patrons. (Ord. 1061 § 1 (Exh. A § 3). Code 1997 § 23 45)~~

4.150.630 — Purpose and intent.

~~(a) To protect the health, safety, and welfare of the city of South Lake Tahoe citizens and visitors, to reduce the cost to the city and the city’s taxpayers of solid waste disposal and cleanup costs, to protect our environment and natural resources by banning the use of disposable plastic single use carryout bags, and to mandate a fee for the use of recycled paper bags at retail establishments. (Ord. 1061 § 1 (Exh. A § 4). Code 1997 § 23 46)~~

4.150.640 — Plastic carryout bags prohibited.

~~Three months after adoption of this article, no grocer or food vendor shall provide a plastic single use carryout bag to a customer at the check stand, cash register, point of sale, or other point of departure for the purpose of transporting food or merchandise out of the establishment, except as provided in this section. A reusable carryout bag or a recycled paper bag may be provided to the customer. (Ord. 1061 § 1 (Exh. A § 5); Ord. 1075 § 1 (Exh. A); Ord. 1096 § 1 (Exh. A). Code 1997 § 23 47)~~

4.150.650 — Application of article.

~~(a) Nonprofit charitable re-users, which are charitable organizations as defined in Section 501(c)(3) of the Internal Revenue Code of 1986, or a distinct operating unit or division of the charitable organization, that re-use and recycle donated goods or materials are exempt from this article.~~

~~(b) Bags used to hold prescription medication dispensed from a pharmacy are exempt from this article.~~

~~(c) This article shall become operative as to: (1) grocers and food vendors, three months after adoption.~~

~~(d) When a recycled paper bag is distributed to a customer, the amount of the sale of the recycled paper bag shall be separately itemized on the sales receipt. (Ord. 1061 § 1 (Exh. A § 6); Ord. 1096 § 1 (Exh. A). Code 1997 § 23 48)~~

4.150.660 — Enforcement and notice of violation.

~~Any retail establishment or nonprofit vendor that violates any provision of this article may be issued an administrative citation pursuant to SLTCC 4.150.670 by an enforcement officer designated to issue such citations. (Ord. 1061 § 1 (Exh. A § 7). Code 1997 § 23 49)~~

4.150.670 — Penalties and fines for violations.

~~(a) For a first violation of this article, an administrative citation shall be issued to the violator specifying that a violation of this article has occurred, and which further notifies the violator that each and every day a violation exists may constitute a separate and distinct offense subject to a civil fine assessed by means of an administrative citation. The violator will have 14 days to come into compliance.~~

~~(b) Upon failure of the violator to come into compliance within the 14 day period set forth in subsection (a) of this section, the city may assess a civil fine by means of an administrative citation for each additional violation of the same code section within 12 additional months from the date of the first violation.~~

~~(c) For violation of this article in connection with a special event, as defined in SLTCC 4.150.620, the violator shall be assessed a graduated civil fine, by means of an administrative citation, which shall increase in amount depending upon the number of persons attending said special event.~~

~~(d) All administrative civil fines shall be established and set forth by separate city resolution. (Ord. 1061 § 1 (Exh. A § 8). Code 1997 § 23-50)~~

~~**4.150.680 — No conflict with federal or state law.**~~

~~Nothing in this article shall be interpreted or applied so as to create any requirement, power, or duty in conflict with any federal or state law, including the California Retail Food Code. (Ord. 1061 § 1 (Exh. A § 9). Code 1997 § 23-51)~~

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: October 19, 2021

Agenda Item #: 23.



Agenda Item: Consider Implementation of Campaign Contribution Limits

Executive Summary: The current State default campaign contribution limit is \$4,900. This contribution limit prohibits a person from making to a candidate for elective county or city office, and prohibits a candidate for elective county or city office from accepting from a person, a contribution totaling more than \$4,900 per election. A city may establish a campaign contribution limit that is higher or lower than the State default limit; however, the State default limit would apply until an alternate limit is passed by the legislative body.

Requested Action / Suggested Motions: City Council are asked to provide direction to the City Clerk on whether to establish campaign contribution limits or to accept the State default campaign contribution limits.

Responsible Staff Member: Susan Blankenship, City Clerk

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

Reviewed and Approved By:

Heather Stroud, City Attorney

Olga Tikhomirova, Director of Finance

Attachments:

[01-Staff Report - Campaign Contribution Limits.docx](#)

[02 - AB 571 Fact Sheet.pdf](#)

[03 - FPPC 2021 Contribution Limits Chart.pdf](#)



City of South Lake Tahoe

Report to City Council

Meeting Date: October 19, 2021

Title: Consider Implementation of Campaign Contribution Limits

Location: Citywide

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

Background: In 2019, the Legislature enacted Assembly Bill 571 (AB 571), which amends the Elections Code and Government Code to establish campaign contribution limits for elective city offices in a city in which the local government has not established a campaign contribution limit. If a city did not have its own campaign contribution limits in place prior to January 1, 2021, the State default campaign contribution limits established by AB 571 apply in that city. The last election for a City Office was held November 3, 2020. At that time, no campaign contribution limits existed. AB 571 allows a city to establish a campaign contribution limit that is higher or lower than the State default limit; however, the State default limit would apply until an alternate limit is passed by the legislative body by ordinance or resolution under Government Code section 85702.5. The State campaign contribution limit applies only to candidates and not to ballot measures.

The State campaign contribution limit for cities is the same campaign contribution limit for "elective state office other than a candidate for statewide elective office" (ie., members of the State Assembly but not Governor) under Government Code Section 85301(a). Section 85301(a) sets the campaign contribution limit at \$3,000, however the Fair Political Practices Commission (FPPC) has adjusted the limit every two years since the section was enacted so the current contribution limit is \$4,900 per election under Section 18545(a)(1) of the FPPC Regulations. This contribution limit would prohibit a person from making to a candidate for elective county or city office and would prohibit a candidate for elective county or city office from accepting from a person, a contribution totaling more than the amount set forth in the act for limitations on contributions to a candidate for elective office.

AB 571 also enacts additional regulations relating to campaign contributions and use and transfer of campaign contributions.

In a League of California Cities survey of City Clerks and a reporting matrix posted on the FPPC's website, of the 482 California cities 145 cities provided data. Of the 145 reporting cities, 23 used the State limit, 16 had no limit, 33 had a limit of \$1,000 or greater (\$1,444 average) and 72 had a limit under \$1,000 (\$362 average).

Issue and Discussion: The Council has two options in dealing with AB 571: 1) Do nothing, the default State campaign contribution limit remains in effect in the City of South Lake Tahoe; or 2) Pass an Ordinance setting a City of South Lake Tahoe campaign contribution limit that may be higher or lower than the State campaign contribution limit.

Financial Implications: If the State campaign contribution limit is in effect in a city, then the FPPC would enforce violations of the campaign contribution limit. No cost would be incurred by the City.

If the City establishes a campaign contribution limit different from the State default limit, the FPPC would not administer or enforce the established campaign contribution limit. The City would incur the cost of enforcement.

Environmental Considerations: None.

Policy Implications: The establishment of a campaign contribution that is higher or lower than the State default limits for elective city offices in a city in which the local government has not established a campaign contribution limit; or accepting the State default campaign contribution limits established by AB 571; conforms to Government and Elections Code.

Fair Political Practices Commission

Contribution Limits: City and County Candidates¹

Introduction

Pursuant to Assembly Bill 571 (Stats. 2019, Ch. 556, AB 571 Mullin), beginning January 1, 2021 a state campaign contribution limit will by default apply to city and county candidates when the city or county has not already enacted a contribution limit on such candidates. Along with the new campaign contribution limit, there are also other related provisions that formerly applied only to state level candidates that will now apply to city and county candidates. Please note that none of the provisions of AB 571 discussed in this fact sheet apply to candidates in cities or counties for which the city or county has enacted campaign contribution limits.

Current State Contribution Limit

The contribution limit that will now apply to city and county candidates pursuant to AB 571 is updated biennially for inflation. Contribution limits can be found in Regulation 18545(a)² and on the FPPC website [here](#). The default limit for contributions to city and county candidates subject to AB 571 for 2021-2022 is set at \$4,900 per election.

Other Amended Provisions Affecting City and County Candidates

Several other provisions will now apply to city and county candidates in jurisdictions that have not enacted campaign contribution limits, including the following:

- A candidate may not make a contribution over the AB 571 limit to another candidate in jurisdictions subject to the AB 571 limit.
- Candidates may transfer campaign funds from one candidate-controlled committee to another committee controlled by the same candidate if the committee receiving the transfer is for an elective state, county or city office. However, contributions transferred must be transferred using the “last in, first out” or “first in, first out” accounting method and shall not exceed the applicable contribution limit per contributor.

¹ This fact sheet is informational only and contains only highlights of selected provisions of the law. It does not carry the weight of the law. For further information, consult the Political Reform Act and its corresponding regulations, advice letters, and opinions.

² The Political Reform Act is contained in Government Code Sections 81000 through 91014. All statutory references are to the Government Code, unless otherwise indicated. The regulations of the Fair Political Practices Commission are contained in Sections 18110 through 18997 of Title 2 of the California Code of Regulations. All regulatory references are to Title 2, Division 6 of the California Code of Regulations, unless otherwise indicated.

- Candidates may not personally loan to a candidate’s campaign an amount for which the outstanding balance exceeds \$100,000. A candidate may not charge interest on any such loan the candidate made to the candidate’s campaign.
- Candidates may establish a committee to oppose the qualification of a recall measure and the recall election when the candidate receives a notice of intent to recall. Campaign funds raised to oppose the qualification of a recall measure and/or the recall election would not be subject to any campaign contribution limit under the Act.
- Contributions after the date of the election may be accepted to the extent contributions do not exceed net debts outstanding from the election, and contributions do not otherwise exceed applicable contribution limits for that election.
- Candidates may carry over contributions raised in connection with one election to pay for campaign expenditures incurred in connection with a subsequent election for the same office.
- Candidates are permitted to raise contributions for a general election before the primary election and may establish separate campaign contribution accounts for the primary and general so long as candidates set aside contributions and use them for the general or special general election as raised. If the candidate is defeated in the primary election or otherwise withdraws from the general election, the general election funds must be refunded to contributors on a pro rata basis less any expenses associated with the raising and administration of the general election contributions.

FAQs

A. If a city or county does not currently have contribution limits set within their ordinance would the state contribution limit be the default?

Yes. The state contribution limit stated above would be the default contribution limit if the city or county ordinance is silent on whether there are contribution limits within that jurisdiction or if there is no city or county ordinance in place.

B. Is there a way for a city or county to adopt “no” contribution limits for city or county elective city and county offices?

Yes. A city or county may elect to have “no” contribution limits. To do so, it must explicitly state in the city or county ordinance that there are no limits on contributions. If it is explicit that the city or county has implemented “no” contribution limits, the state contribution limit will not apply as a default for that jurisdiction.

C. Can a city or county ordinance be less restrictive than the AB 571 limit (e.g., the city or county limit is set higher than the state limit)?

Yes. A city or county can set contribution limits higher than the default state limit.

D. If a city or county imposes contribution limits, is the Commission responsible for enforcing those limits?

No. The Commission will not regulate the administration or enforcement of the penalties. Cities or counties with existing limits or that adopt their own limits are not subject to the state limit and may impose their own penalties for violations, as.

E. If a city or county has voluntary contribution limits, but no mandatory limits will the state limit be applicable?

Yes. A city or county must enact mandatory limits to avoid the state limit applying to elective city and county offices.

F. Does the default contribution limit also include judicial candidates?

No. Elective city and county offices do not include judicial offices.

G. If a city or county has imposed contribution limits for particular city or county offices (e.g., Board of Supervisors), do those limits also apply to other positions such as the District Attorney or would the default state limit apply if a particular position is not specifically addressed by the city or county?

The default state limit would apply to other positions for which the city or county has not set contribution limits. A city or county ordinance must explicitly state the city or county contribution limits and for which elective offices those limits will apply. A city or county may adopt a general provision implementing a contribution limit for all elective city and county offices in that jurisdiction. As noted above, a city or county may also adopt an ordinance that states the city or county is adopting no contribution limits for any offices to avoid the default state limit applying.

H. Does AB 571 apply to special district or school district elections?

No. AB 571 applies only to city and county elections for offices that a city or county has not implemented its own contribution limit.

I. Does AB 571 allow candidates to open an officeholder committee?

No. For those candidates subject to AB 571, officeholder committees are not permitted. However, a candidate may use a committee for the officeholder's future election for officeholder expenses.

California Fair Political Practices Commission

California State Contribution Limits

(Effective January 1, 2021 - December 31, 2022)

Candidates seeking a state office and committees that make contributions to state candidates are subject to contribution limits from a single source. Beginning January 1, 2021 a state campaign contribution limit will by default apply to city and county candidates when the city or county does not have laws addressing a contribution limit on such candidates. (Sections 85301 - 85303.) Contributions from affiliated entities are aggregated for purposes of the limits. (Regulation 18215.1.) The chart below shows the current limits per contributor for state offices and city and county candidates when the city or county does not have laws addressing a contribution limit on such candidates. The primary, general, special, and special run-off elections are considered separate elections. Contribution limits to candidates apply to each election. Contribution limits to officeholder and other committees apply on a calendar year basis. Contact your city or county about contribution limits for local offices, state campaign contribution limit will by default apply to city and county candidates when the city or county does not have laws addressing a contribution limit on such candidates.

Contribution Limits to State and Local* Candidates Per Election

Candidate or Officeholder	Contributor Sources		
	Person (individual, business entity, committee/PAC)	Small Contributor Committee (see definition on page 2)	Political Party
City and County Candidates subject to Section 85301 (d)	\$4,900	\$4,900	\$4,900
Senate and Assembly	\$4,900	\$9,700	No Limit
CalPERS/CalSTRS	\$4,900	\$9,700	No Limit
Lt. Governor, Secretary of State, Attorney General, Treasurer, Controller, Supt. of Public Instruction, Insurance Commissioner, and Board of Equalization	\$8,100	\$16,200	No Limit
Governor	\$32,400	\$32,400	No Limit

*State campaign contribution limit will by default apply to city and county candidates when the city or county does not have laws addressing a contribution limit on such candidates

Contributions to Other State Committees Per Calendar Year

Committee	Contributor Sources
	Person (individual, business entity, committee/PAC)
Committee (Not Political Party) that Contributes to State Candidates (PAC)	\$8,100
Political Party Account for State Candidates	\$40,500
Small Contributor Committee	\$200
Committee Account NOT for State Candidates (Ballot Measure, PAC, Political Party)	No Limit*

*State committees (including political parties and PACs) may receive contributions in excess of the limits identified above as long as the contributions are NOT used for state candidate contributions. (Regulation 18534.)

Contributions to State Officeholder Committees Per Calendar Year

Committee	Contributor Sources	
	Any Source (Person, Small Contributor Committee or Political Party)	Aggregate From All Sources
Senate and Assembly	\$4,000	\$67,300
CalPERS/CalSTRS	\$4,000	\$67,300
Lt. Governor, Secretary of State, Attorney General, Treasurer, Controller, Supt. of Public Instruction, Insurance Commissioner, and Board of Equalization	\$6,700	\$134,600
Governor	\$26,900	\$269,300

California Fair Political Practices Commission

California State Contribution Limits

(Effective January 1, 2021 - December 31, 2022)

The contribution limits are effective for elections held between January 1, 2021 and December 31, 2022. (Regulation 18545.) These limits do not apply to contributions made to elections in previous years. Such contributions are subject to the limits in place for that year see previous charts.

Legal Defense Funds

Contributions raised for a legal defense fund are not subject to contribution limits or the voluntary expenditure ceiling. However, a candidate or officeholder may raise, in total, no more than is reasonably necessary to cover attorney's fees and other legal costs related to the proceeding for which the fund is created. (Section 85304; Regulation 18530.4.)

Recall Elections

A state officeholder and city or county officeholder subject to Section 85301 (d) who is the subject of a recall may set up a separate committee to oppose the qualification of the recall measure and, if the recall petition qualifies, the recall election. Neither contribution limits nor voluntary expenditure ceilings apply to the committee to oppose the recall that is controlled by the officeholder who is the target of the recall attempt. Candidates running to replace an officeholder who is the target of a recall are subject to the contribution limits and the expenditure limits applicable to the election for that office. (Section 85315; Regulation 18531.5.)

Ballot Measure Committees

Contributions to ballot measure committees controlled by a candidate for elective state office or a candidate for elective city or county office subject to Section 85301 (d) are not limited.

Contributions from State Candidates and Candidates subject to Section 85301 (d)

A state candidate or candidate for elective city or county office subject to Section 85301 (d) may not contribute more than \$4,900 to a committee controlled by another state candidate or or candidate for elective city or county office subject to Section 85301 (d) (This limit applies on a per election basis and includes, in the aggregate, contributions made from the candidate's personal funds and from campaign funds. (Section 85305; Regulation 18535.) This limit does not apply to a committee controlled by a state candidate or a committee controlled by a candidate for elective city or county office subject to Section 85301 (d) to oppose his or her recall or their contributions made to a legal defense fund established by a candidate for elective state office or candidate for elective city or county office subject to Section 85301(d). It also does not apply to contributions made by a candidate for elective state office or a candidate for elective city or county office subject to Section 85301 (d) to a ballot measure committee controlled by a another state candidate or candidate for elective city or county office subject to Section 85301 (d). Please note there are certain rules applicable to use of funds held by state officeholder committees (See Regulation 18531.62.)

Communications Identifying State Candidates

Any committee that makes a payment or a promise of payment totaling \$50,000 or more for a communication that:

1. Clearly identifies a state candidate; but
2. Does not expressly advocate the election or defeat of the candidate; and
3. Is disseminated, broadcast, or otherwise published within 45 days of an election, may not receive a contribution from any single source of more than \$40,500 in a calendar year if the communication is made at the behest of the candidate featured in the communication. (Section 85310.)

Officeholder Committees

Officeholder contributions must be cumulated (in full) with any other contributions from the same contributor(s) for any other future elective state office or elective city or county office subject to Section 85301 (d) for which the officeholder maintains a controlled committee during the term of office in which the contribution is received. Contributions to candidates for future elections and to their officeholder account are cumulated for purposes of contribution limits. (Regulation 18531.62.)

Contributions from State Lobbyists

A state lobbyist may not contribute to a state officeholder's or candidate's committee if the lobbyist is registered to lobby the agency of the elected officer or the agency to which the candidate is seeking election. The lobbyist also may not contribute to a local committee controlled by any such state candidate. (Section 85702; Regulation 18572.) In addition, effective January 1, 2015, lobbyists and lobbying firms may no longer take advantage of the \$500 or less home/office fundraiser exception that is available to other individuals and entities. (Section 82015(f).)

Local Elections

Many cities and counties have local contribution limits and other election rules. "Local Campaign Ordinances" are listed on the FPPC's website. Check with your city or county about contribution limits for local elections. A State campaign contribution limit will by default apply to city and county candidates when the city or county does not have laws addressing a contribution limit on such candidates.

Definitions

Person: An individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, limited liability company, association, committee, and any other organization or group of persons acting in concert. (Section 82047.)

Small Contributor Committee: Any committee that meets all of the following criteria:

- (a) The committee has been in existence for at least six months.
- (b) The committee receives contributions from 100 or more persons.
- (c) No one person has contributed to the committee more than \$200 per calendar year.
- (d) The committee makes contributions to five or more candidates. (Section 85203; Regulation 18503.)

Political Party Committee: The state central committee or county central committee of an organization that meets the requirements for recognition as a political party under Elections Code Section 5100. (Section 85205.)

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: October 19, 2021

Agenda Item #: 24.



Agenda Item: Agenda Planning Calendar

Executive Summary: The attached Agenda Planning Calendar outlines a preliminary schedule for future City Council meeting agenda items.

Requested Action / Suggested Motions: Identify, with consent of at least two Council members, any desired future agenda items, and/or modify the Agenda Planning Calendar as desired.

Responsible Staff Member: Joe Irvin, City Manager

Responsible Staff Member: Joe Irvin, City Manager (530) 542-6043

Reviewed and Approved By:

Attachments:

[APC - October 12, 2021.xlsx](#)

Agenda Planning Calendar

Updated 10/12/2021

	Department	Agenda Item	Agenda Section
Nov. 2, 9 a.m.	City Attny/PW	Ord Amend City Code chapter 4.150 Regarding Organic Waste and Plastic Bags (Second Reading)	
	City Attny	Ambulance JPA Lease Amendment	
		Tax Consultant Agreement	
	City Clerk		
	City Manager	Presentation-Ice Arena Hockey Programs	Presentation
	Dev. Serv.	Tourist Core Area Plan Amendment: Tahoe Wellness Center	
		Riverside Purchase Agreement	
	Finance	FY 2020-2021 Annual Report - South Tahoe Tourism Improvement District	New business
		Clean Tahoe Program Annual Report	
	Police	Police Canine Agreement	
		OTS Grant	
Nov. 16, 5:30 p.m	DS/PR/PD	Commissions Annual Report to Council	
	City Manager	Presentation - TRPA Sustainable Tourism (Julie Regan)	Presentation
	Public Works	SEED Solar Photovoltaic Project PPA	
Dec. 7, 9 am	City Clerk	Mayor/Mayor Pro Tem Selection	
	Public Works	Reach Code PSA	

Agenda Planning Calendar

Updated 10/12/2021

	Award FY 2023 Airport Master Plan RFQ	Consent
	Property Management rental incentive PSA	
	Master PSA Airport Arch.I, Eng., Const. Mgmt, & DBE Compliance Support Serv.	
	Plan Area Statement Update for Tourist Accommodation Uses	
Jan. 2022	Bijou/Al Tahoe Community Plan Amendment	
	PLHA Moderate Income Homebuyer Administration PSA	
	Local Housing Revenue feasibility study PSA	
Unscheduled/Pending		
Finance	20/21 FY Budget Post-COVID Related Adj & 5-Year Financial Plan Update	
City Attorney	Plastic Bag Ordinance Update (first reading)	
	Shared Mobility Ordinance Discussion Re: Seasonality	
	Parking Garage License Agreement with Verizon	
City Attny/PW	Undergrounding Utilities	
	Amendments to Small Cell Policy	
City Clerk	Records Management Policy (Updated)	
	Pride Month Proclamation (June)	
	Policy - Use of Personal Devices for City Business	

Agenda Planning Calendar

Updated 10/12/2021

	City Attny/City Mn Formal agreement with El Dorado County for 56-Acres
City Manager	Economic Development Strategy
	US 50 Alt Route Traffic Analysis Discussion
	Potential new City slogan
	Customer satisfaction survey(s)
Dev Services	Inclusionary housing ordinance
	RFP for consulting firms for Bijou / Al Tahoe Area Plan and Bijou Parks Master Plan
	Plan Area Statement 111 amendment
	Single Room Occupancy Program Amendments
	Tourist Core Area Plan Amendment: 3828 Montreal Rd
	Outside Eating Code Review (coverage, seating, parking etc)
	HOME grant application resolution
Fire	
Police	
Public Works	Award Engineering and Construction Contract South Hangar Taxi Lane Rehab
	Award - James and Eloise Drainage Improvement Project Phase 1
	Award FY 2023 Airport Master Plan RFQ

Agenda Planning Calendar

Updated 10/12/2021

Facility Condition Assessment & Plan Parking Garage

Airport Deferred Maintenance Plan

Award 5-Year Lease/Concession for Airport Suite # 105

Lake Tahoe Blvd Class 1 Bike Trail (Viking Way to Y)

Recreation Bijou Park Master Plan

Bijou Golf Course "Rock the Lake" Event and Review

**PRE-LITIGATION
NOTICE TO MEDIATE**

TO: **CITY OF SOUTH LAKE TAHOE**, a municipal corporation
**SUCCESSOR AGENCY TO THE SOUTH TAHOE REDEVELOPMENT
AGENCY**, a public body, corporate and politic
HEAVENLY RESORT PROPERTIES, LLC, a Nevada limited liability
company
HEAVENLY VALLEY LP, a Nevada limited partnership
MARRIOTT OWNERSHIP RESORTS, INC., a Delaware corporation
TRANS-SIERRA INVESTMENTS, INC., a Nevada corporation
CECIL'S LLC, a Nevada limited liability company

FROM: **TAHOE CRESCENT LLC**, a California limited liability company,
successor in interest to **THE TAHOE CRESCENT PARTNERSHIP, LTD.**,
a California partnership ("TCP")

RE: **Mediation Pursuant to Paragraph 7H of that Certain Amended and
Restated Park Avenue Development Project Parking Management
Agreement dated August 26, 2002**

YOU AND EACH OF YOU are hereby notified that TCP, a signatory to the above-referenced Amended and Restated Park Avenue Development Project Parking Management Agreement ("PMA") hereby gives notice of its intent to initiate arbitration in accordance with Paragraph 7H(1) of the PMA. You are further notified TCP demands mediation in accordance with Paragraph 7H(2) and (3) of the PMA, to be commenced within one hundred twenty (120) days of the date of this Notice. Be further advised that in the event mediation does not resolve matters arising under the PMA, TCP intends to initiate arbitration pursuant to Paragraph 7H(4) of the PMA.

Date: March 15, 2021

TAHOE CRESCENT LLC, a California limited liability company, Successor in Interest to **THE TAHOE CRESCENT PARTNERSHIP, LTD.**, a California Partnership

By: 

Name: Travis Hockett

Its: Manager