City of South Lake Tahoe

"making a positive difference now"

CITY COUNCIL/
SOUTH TAHOE REDEVELOPMENT AGENCY/
SOUTH TAHOE JOINT POWERS PARKING AUTHORITY
MEETING AGENDA

Tuesday, July 20, 2004, 9:00 a.m.
City Council Chambers, 1900 Lake Tahoe Blvd.
South Lake Tahoe, California 96150

Tom Davis, Mayor
Kathay Lovell, Mayor Pro Tem
Councilmembers:
Judy Brown
Hal Cole
John Upton

ALL CITY COUNCIL MEETINGS ARE OPEN TO THE PUBLIC

PLEASE NOTE: THE MEETING LOCATION IS ACCESSIBLE TO PEOPLE WITH DISABILITIES. EVERY REASONABLE EFFORT WILL BE MADE TO ACCOMMODATE PARTICIPATION OF THE DISABLED AT ALL CITY COUNCIL MEETINGS; IF PARTICULAR ACCOMMODATIONS FOR THE DISABLED ARE NEEDED (i.e. DISABILITY-RELATED AIDS, OR OTHER SERVICES), PLEASE CONTACT THE CITY CLERK AT (530) 542-6004 AT LEAST 24 HOURS IN ADVANCE OF THE MEETING.

Agenda Packets are available for review at the City Clerk's Office, 1052 Tata Lane.

CALL TO ORDER/PLEDGE OF ALLEGIANCE TO THE FLAG:

ROLL CALL:

PROCLAMATIONS:

(a) **Certificate of Recognition to Tim Drinkwater for Act of Heroism in the South Lake Tahoe Community**

(b) **"A Proclamation Recognizing the Retirement of Rich McGuffin, Police Commander, and Honoring Him for 24 Years of Outstanding Service to the City of South Lake Tahoe"**

(c) **"A Proclamation Recognizing the Retirement of Bruce Budman, Finance Director, and Honoring Him for His Outstanding Service to the City of South Lake Tahoe"**

PLEASE SEE THE CITY CLERK IF YOU NEED ASSISTANCE. *A COPY OF ALL WRITTEN MATERIAL PRESENTED AT THE MEETING MUST BE PROVIDED TO THE CITY CLERK FOR THE PUBLIC RECORD.*

Susan Alessi, CMC, City Clerk · (530) 542-6004
Administrative Center · 1052 Tata Lane · South Lake Tahoe, CA 96150-6324 · (530) 542-7411 FAX
salessi@ci.south-lake tahoe.ca.us

COMMUNICATIONS FROM THE AUDIENCE:

This is the public's chance to speak on any topic not listed on this agenda. Please hold your comments to five minutes (or less). NOTE: California "Open Meeting Law" (better known as the "Brown Act") prohibits any action or discussion on any item not listed on the posted agenda EXCEPT that members of the City Council or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights. In addition, on their own initiative, or in response to questions posed by the public, a member of the City Council, or its staff, may ask a question for clarification provide a reference for factual information or request staff to report back to the Council. Persons appearing under "Communications from the Audience (regarding) non-agenda items" who desire to appeal a decision of a city commission, or staff, are required to see the City Clerk regarding the appeal fee, and paperwork necessary to be filed prior to having the item scheduled for a future Council agenda. This portion of the meeting is not video taped.

COMMISSION REPORT(S): (Oral Reports at the Meeting)

PRESENTATIONS:

(a) Highway 50 Improvement Project, FWC 1995-07

Recommendation:

1. Receive Information on Project Status
2. Provide Direction on Project Implementation Relative to Project Maintenance and Acquisition

(b) Tahoe Valley Community Plan Team Vision

ADOPTION OF REGULAR & CONSENT AGENDA:

NOTE: If you want discussion on a CONSENT item, please tell the City Clerk prior to the commencement of the meeting and the item will be "pulled forward" for full discussion under the CONSENT FORWARD portion on the agenda. All the rest of the items which are not "pulled forward" receive an automatic 'YES' vote and the City Manager's Recommendation is carried out.

CONSENT AGENDA:

Item:		City Manager's Recommendation:
CC 1.	**Minutes:** **July 6, 2004 City Council Meeting** **July 12, 2004 City Council Workshop** **July 13, 2004 Special Closed Session**	**Approve**
CC 2.	**Monthly Financial Report as of May 2004**	**Receive and File**

CONSENT AGENDA: (Continued)

	Item:		City Manager's Recommendation:
CC	3.	An Ordinance of the City Council of the City of South Lake Tahoe Authorizing the Use of Mail Ballot Elections	Adopt Ordinance
CC	4.	Resolution Denying the Claim of Lawrence J. Winking, Attorney for Claimant Cindi Martin	Adopt Resolution
CC	5.	Resolution Denying the Claim of Michael Kelly, Attorney for Claimant Vern West	Adopt Resolution
CC	6.	Formal Bid No. 2004-02, Work Garment/Linen Services	Award Bid to Alsco in the Amount of $16,678.18 per Year for a 3-Year Contract
CC	7.	Professional Services Agreement with Golden Capital Network (GCN) to Provide Technical Assistance to Microenterprise Entrepreneurs Under Grant Agreement No. 03-EDBG-912	Approve and Authorize City Manager to Execute Professional Services Agreement
CC	8.	Formal Bid No. 2004-006, Lyons Avenue/Rufus Allen Boulevard for the Safe Routes to School (SR2S) Project, PWC 2002-20 ($428,133)	Award Bid to C.B. Ebright Company, Inc. in the Amount of $428,133
CC	9.	Reimbursement Agreement between the City of South Lake Tahoe and the Lake Tahoe Unified School District for the Safe Routes to School (SR2S) Project ($41,600)	Approve and Authorize Mayor to Execute Agreement
CC	10.	Amendment to Professional Services Agreement between the City of South Lake Tahoe and Lumos and Associates for the East Pioneer Trail Erosion Control Project Watershed Hydrology Study, PWC 2002-10 ($150,262)	Approve and Authorize Mayor to Execute Agreement

CONSENT AGENDA: (Continued)

	Item:		City Manager's Recommendation:
CC	11.	**Resolution Approving and Authorizing the Mayor to Execute Grant Augmentation Agreement between the City of South Lake Tahoe and the State of California, California Tahoe Conservancy, for El Dorado Beach to Ski Run Bike Trail and Lake Access Enhancement Project, PWC 2004-04 ($420,000 for Planning)**	**Adopt Resolution; Approve and Authorize Mayor to Execute Agreement**
CC/ STRA	12.	**Loan Agreements with the State of California HOME Program in the Amount of $3,400,000 and $100,000 of Low and Moderate Income Housing Funds for Construction of the Evergreen Tahoe Apartments**	**Approve and Authorize Mayor and Executive Director to Execute Agreements Subject to Approval by the City Attorney**

CONSENT FORWARD:

CITY COUNCIL PUBLIC HEARINGS:

(a) Resolution Conditionally Vacating a Portion of Bijou Wagon Road

Recommendation: Receive Public Input; Adopt Resolution

CITY COUNCIL UNFINISHED BUSINESS:

(a) Revisions to the Strategic Plan Goals and Objectives based on discussions from the Monday, July 12th Workshop

Recommendation: Approve the Setting of the Top Priorities Priorities within the City's Adopted Strategic Plan; Direct Staff to Proceed to Develop Specific Timelines and Milestones for Implementation

(b) Report on Operation and Financial Status of the Public Parking Garage and Parking Enforcement for June 2004; and Review, Discussion and Possible Action Regarding Rates Structure

CITY COUNCIL NEW BUSINESS:

(a) City of South Lake Tahoe Capital Improvement Program

Recommendation:
1. Approve Capital Improvement Program (CIP)
2. Adopt Budget Resolution for CIP
3. Provide Direction on Bijou Community Park Funding

(b) Discussion and Possible Action to Consider Authorizing the Creation of a Business Improvement District Advisory Committee to Assist with Formation as Requested by the Chamber of Commerce and Lodging Association

CITY COUNCIL/STRA MEMBER/CITY CLERK/CITY ATTORNEY/CITY MANAGER REPORTS:
Councilmembers, City Attorney, City Manager and City Clerk may provide brief reports (i.e., Committee Meetings or the Council's appointment on various boards and commissions). No action is taken at this time. Items may be referred to the City Manager.

CLOSED SESSION:

(a) (CC) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(a)
Bons v. City of South Lake Tahoe

(b) (CC) CONFERENCE WITH LEGAL COUNSEL –ANTICIPATED LITIGATION
Pursuant to Government Code Section 54956.9(c)
One (1) Case

ADJOURNMENT:

PLEASE NOTE: ALL CITY COUNCIL MEETINGS ARE VIDEOTAPED AND PLAYED DAILY AT 9:00 A.M. AND 7:00 P.M. ON GOVERNMENT ACCESS CHANNEL 21

BROWN

LOVELL

DAVIS

COLE

UPTON

ITEM: Pres(a)
CC/REDEV DATE: 7/20/04

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UPTON

ITEM: Adoption Agenda
CC/REDEV DATE: 7/20/04

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ITEM: #7
CC/REDEV DATE: 7/20/04

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ITEM: #8
CC/REDEV DATE: 7/20/04

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ITEM: #10
CC/REDEV DATE: 7/20/04

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ITEM: PH(a)
CC/REDEV DATE: 7/20/04

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ITEM: NB(a)
CC/REDEV DATE: 7/20/04

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ITEM: NB(b)
CC/REDEV DATE: 7/20/04

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ITEM: UB(a)
CC/REDEV DATE: 7/20/04

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ITEM: UB(b)
CC/REDEV DATE: 7/20/04

PROCLAMATION

City of South Lake Tahoe

Certificate of Recognition

to

Tim Drinkwater

The City Council of the City of South Lake Tahoe hereby recognizes you for the Act of Herosim you displayed on July 6, 2004 by responding and assisting a community resident during a home fire in the City of South Lake Tahoe

Tom Davis, Mayor

Susan Alessi, City Clerk

Presented at the July 20, 2004 City Council Meeting

PROCLAMATION

CENTRAL RECORDS

FILE No.: 1032

A PROCLAMATION
RECOGNIZING THE RETIREMENT OF
RICHARD MCGUFFIN
SOUTH LAKE TAHOE POLICE COMMANDER
AND HONORING HIM FOR
HIS OUTSTANDING SERVICE TO THE CITY OF SOUTH LAKE TAHOE

WHEREAS, Richard McGuffin began his career as a Police Officer with the Campbell Police Department in 1971, he soon joined the ranks of the San Jose Police Department in 1972 and served that community with distinction for eight years; and

WHEREAS, Richard McGuffin desired to raise his children in a better environment, he joined the South Lake Tahoe Police Department in 1980; and

WHEREAS, Richard McGuffin distinguished himself as a Police Officer, and a Detective, and was promoted to the rank of Sergeant in 1987 and Commander in 1994; and

WHEREAS, Richard McGuffin has done an excellent job of commanding all three of the department divisions including: Operations, Detectives, Administration, and Acting Chief of Police and

WHEREAS, Richard McGuffin was instrumental in many departmental programs including SWAT, Canine Unit, Field Training Officer, PMT and Mentoring program and leading the transitioning of the police department into the information technology age; and

WHEREAS, Richard McGuffin has served the department in an exemplary fashion related to the professional and community relationships within our local community and within the law enforcement community at large; and

NOW, THEREFORE, the City Council of the City of South Lake Tahoe does hereby express its sincere appreciation and gratitude to **Richard McGuffin** for 33 years of service to the Law Enforcement Community, and 24 years of dedicated service to the City. We wish all his golf shots will be long and straight.

Dated: July 20, 2004

Susan Alessi, City Clerk

Tom Davis, Mayor

PROCLAMATION (C)

CITY COUNCIL/
SOUTH TAHOE REDEVELOPMENT AGENCY/
SOUTH TAHOE JOINT POWERS PARKING AUTHORITY
MEETING AGENDA
Tuesday, July 20, 2004, 9:00 a.m.
City Council Chambers, 1900 Lake Tahoe Blvd.
South Lake Tahoe, California 96150

(c) "A Proclamation Recognizing the Retirement of Bruce Budman, Finance Director, and Honoring Him for His Outstanding Service to the City of South Lake Tahoe"

This Proclamation will be Presented at the Meeting

CENTRAL RECORDS
FILE No.: 1038
1225

Ellen Boyle

From: David Jinkens
Sent: Tuesday, July 20, 2004 8:05 AM
To: Tom Davis; Kathay Lovell; Judy Brown (virginabrown@charter.net); Hal Cole; rkupton@aol.com
Cc: Suzie Alessi; Ellen Boyle; Bruce Budman
Subject: RESOLUTION OF APPRECIATEION FOR BRUCE BUDMAN

Mayor and Council:

I do not have the resolution of appreciation ready for Bruce Budman for today's meeting. He will need to come back after his scheduled vacation to receive this recognition. In order for me to write something fitting for the occasion, I need more time. I apologize to you and Bruce for the delay.

David M. Jinkens
City Manager

CITY OF SOUTH LAKE TAHOE
CITY COUNCIL
SOUTH TAHOE REDEVELOPMENT AGENCY

SPEAKER/COMMENT FORM

PLEASE FILL OUT COMPLETELY AND GIVE TO THE CITY CLERK

AGENDA ITEM NO. CAUD.
(Please complete one Speaker Form per Agenda Item)

Note: The purpose of the Speaker Form is to provide the Mayor with the number of persons wanting to speak on a specific agenda item. It is also used to accurately spell your name in the Official Minutes. Your address will not be contained in the Minutes. The reason we request your mailing address is so that the City Clerk's Department can provide you with an agenda when and/or if this item is heard again by the City Council/South Tahoe Redevelopment Agency in the future.

NAME: Juan C. Chavez

MAILING ADDRESS:

PHONE: (optional): (530) 542-4819

COMMENTS: Using eminent domain for a city hall, and affordhousing, also new jobs to this city.

If you have specific questions regarding this form or the agenda process, please feel free to ask the City Clerk at the meeting.

Thank you for your participation in our meeting. We welcome your interest in the City of South Lake Tahoe.

PRESENTATION

PRESENTATION a)

City of South Lake Tahoe

"making a positive difference now"

July 14, 2004

PRESENTATION ON HIGHWAY 50 IMPROVEMENT PROJECT, PWC 1995-07

Mayor and Council:

The City of South Lake Tahoe has an opportunity to realize the initiation of major environmental, aesthetic and pedestrian-friendly improvements along unimproved portions of Highway 50 within the City limits. In addition to these benefits, the project will provide a major economic development enhancement to South Lake Tahoe. There are few times in a City's history when a City government and its residents and businesses are offered millions of dollars in improvements for the price of maintaining lighting and landscaping.

The environment benefits from this project. Pedestrians and cyclists benefit from this project. The community benefits from this project by safety improvements made. Local businesses gain by making the appearance of the areas in front of their businesses more attractive and more competitive. Benefiting property owners should be encouraged to help reduce project costs by donating needed property and by agreeing to pay for landscaping and lighting from which they derive direct benefit.

With City Council support, implementation of this project can begin this year.

DAVID M. JINKENS
City Manager

CENTRAL RECORDS
FILE No.: 1023
1034
1059

Office of the City Manager · 1052 Tata Lane · South Lake Tahoe, California 96150-6324
City Manager · (530) 542-6045 · FAX (530) 542-4054

PRESENTATION a)

City of South Lake Tahoe

"making a positive difference now"

Staff Report
City Council Meeting of July 20, 2004

Dt: July 13, 2004

To: David Jinkens, City Manager

Fr: Brad Vidro, Public Works Director/City Engineer

Re: Presentation of Highway 50 Improvement Project, PWC 1995-07

Recommendation:

1. Receive information on project status
2. Provide direction on project implementation relative to project maintenance and acquisition

Discussion:

A power point presentation will be given on the US Highway 50 Improvement Project. City staff and representatives from the State of California Department of Transportation (Caltrans) and the Tahoe Regional Planning Agency (TRPA) will be available for discussion regarding the project's status and future.

In the past, the Council has never formally declared this project as its priority project. Staff is looking for confirmation from the Council that this project is still a high priority and one in which staff should be working on.

Staff is also looking for direction from the City Council on several issues. The project has been continually delayed since its inception in 1994 due to a variety of issues. Two of the biggest obstacles have been project funding and determination of a funding mechanism for maintenance of the enhancements proposed in the project. TRPA staff is indicating that a large portion of the project funding could come from the Southern Nevada Public Lands Management Act over the next few years. With this potential funding source the project could get implemented. Once constructed, the improvements behind the curb (lighting, landscape and sidewalks) will need to be maintained. It has always been assumed that a maintenance district would be created to fund this maintenance which would include snow removal along the sidewalks to create a year round safe passage for pedestrians.

The Council has previously established a Business Assessment District for similar maintenance obligations for the bicycle trail and landscape improvements constructed along Ski Run Boulevard. A similar district could be used for the Highway 50 improvements or possibly a lighting and/or landscaping district could be created that would establish an assessment that would be property based as opposed to business based. Staff feels it is critical to move forward with some option that would create a maintenance funding mechanism for the project improvements as the City's general fund cannot absorb the additional maintenance costs. With no identified funding source or commitment on the City to maintain the improvements the project may continue to be delayed.

Another hurdle the project has encountered is with potential acquisitions. Private property will be needed to construct water quality improvements and a meandering sidewalk. Caltrans as the lead agency will be negotiating acquisitions for purchase of property in the City's name. Staff is requesting City Council support of those acquisitions.

Attachment
c: Charles Emmett, TRPA
David Lassiter, Caltrans
Murray Mullen, Caltrans
h:\pwcs\1995pwcs\1995-07, hwy 50 street imp demo project\srupdate-d ction doc

Approved by:

Brad Vidro
Public Works Director/City Engineer

David Jinkens
City Manager

US Highway 50 Improvement Project

July 20, 2004
South Lake Tahoe
City Council Meeting

Project History

- January 1994-Council selected preferred alternative for a demonstration project along Highway 50 for public infrastructure improvements
- February 1994-Public forum at South Tahoe Middle School
- November 1995-Council entered into professional services agreement with KB Foster for Project Report
- April 1997-Council Workshop direction is to continue to pursue federal funding
- November 1997-Council amends KB Foster agreement
- April 1998-Project Study Report approved
- June 1998-California Transportation Commission approves project and it receives State Transportation Improvement Program (STIP) funding ($2,256,000)
- Caltrans takes the lead on the project due to new state requirements
- September 2000-Public Meeting for affected property owners
- November 2002-60% plans for review, cooperative agreement discussions
- December 2003-Discussions begin on securing SNPLMA funding for the project

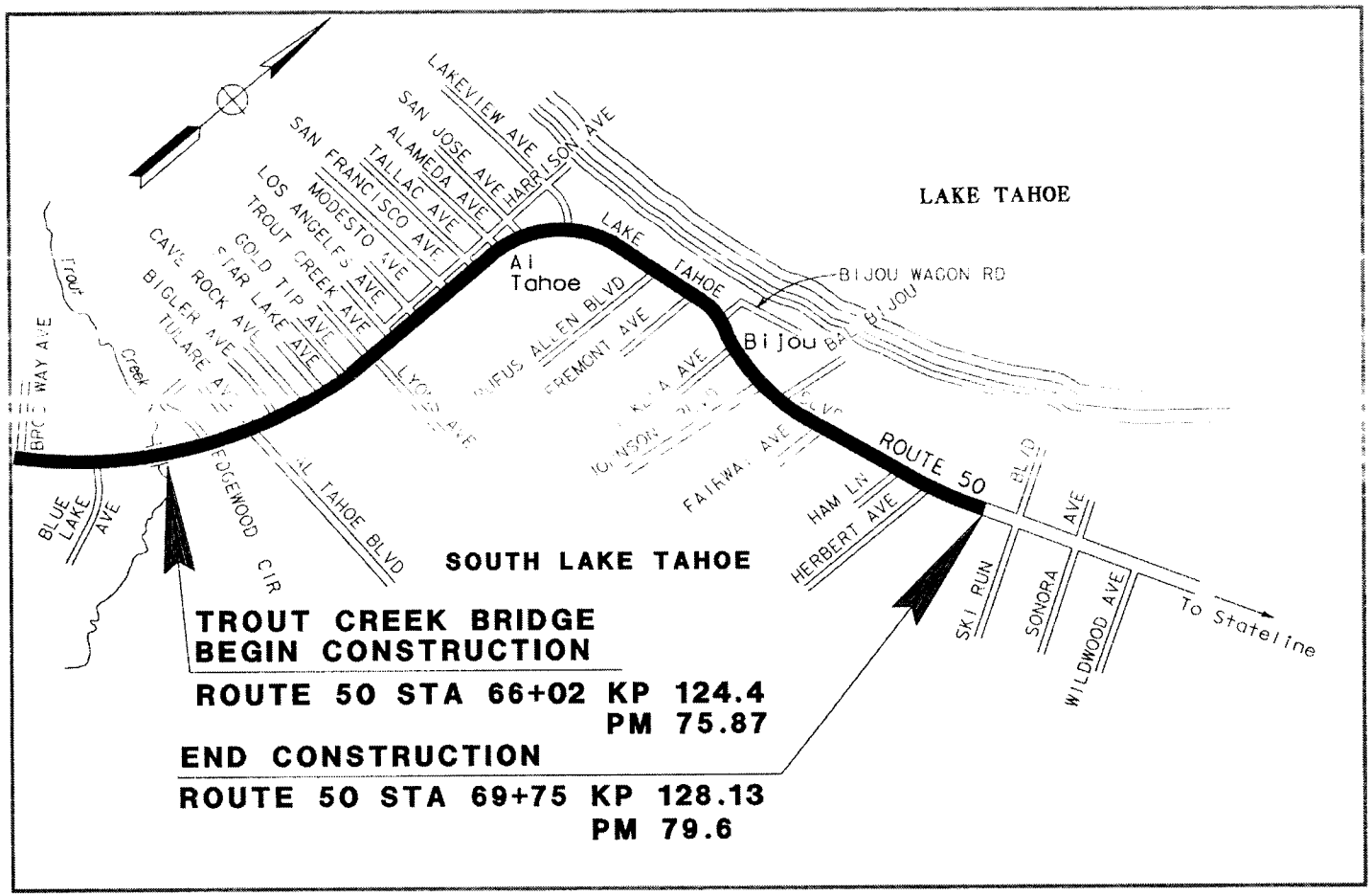
Project Need & Purpose

- Improve Water Quality
- Improve pedestrian movements
- Improve bicycle movements
- Improve roadway aesthetics

Project Limits

- Phase 1-Ski Run Boulevard to Trout Creek Bridge (west of Al Tahoe Boulevard)
  - Harrison Avenue Improvements not included in this project scope
- Phase 2-Trout Creek Bridge to the South Y Intersection
  - Project limits extend a few parcels north and south on Emerald Bay Road

Phase 1 Project Limits



Project Features

Water Quality Improvements

- New concrete curb and gutter
- Improved storm water collection system
- Storm water retention/treatment facilities
- Installation of drop inlets with sand traps for collection of traction sand

Project Features

Pedestrian Improvements

- Installation of ADA compliant curb ramps
- Provide 4.5 foot wide sidewalks in all locations
- Installation of pedestrian lighting in conformance with the City's lighting policy

Project Features

Improve roadway aesthetics

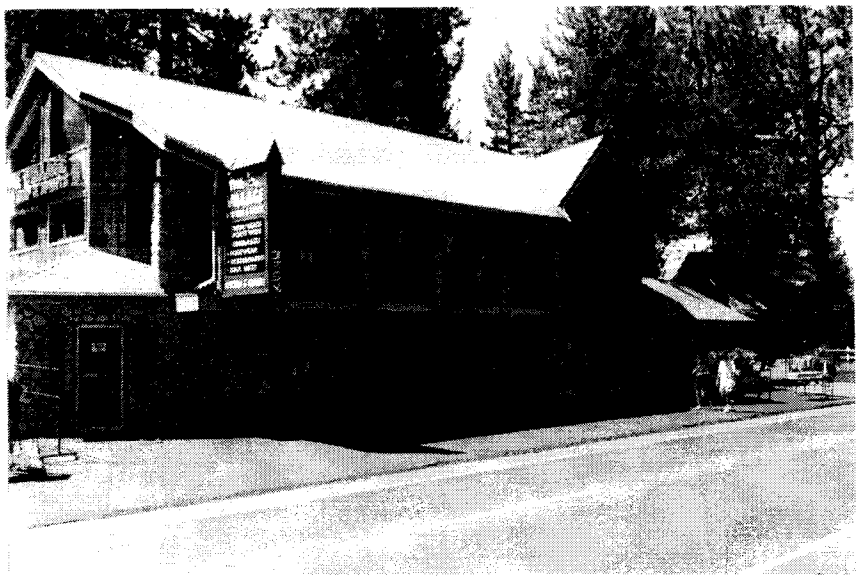
- Installation of irrigation and landscaping
- Painting of traffic signal poles and equipment relocated for roadway widening

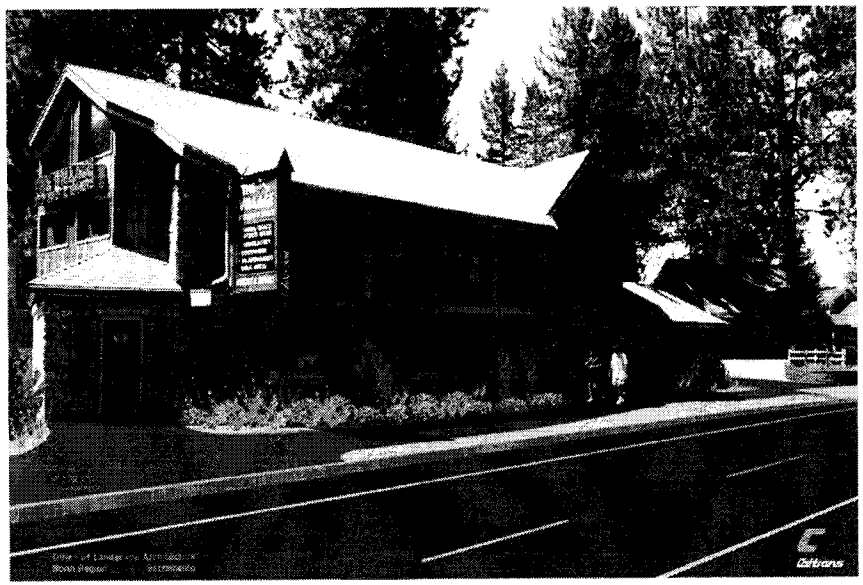
Project Features

Increase transportation safety

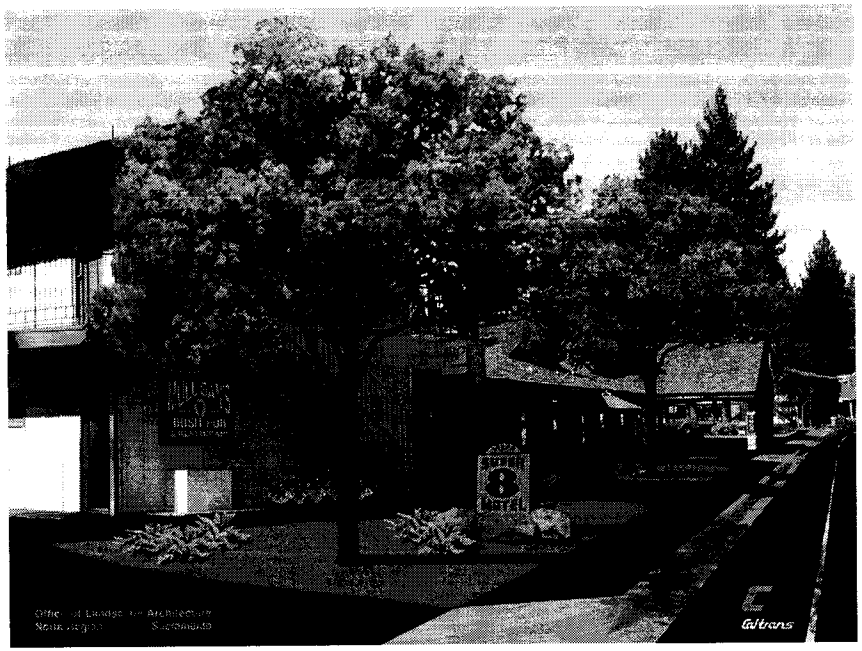
- Widen roadway to provide for Class 2 bicycle lanes
- Rehabilitate roadway to improve roadway cross section
- Installation of transit pull outs
- Reconstruct driveways
- Reduce the number of driveways where feasible
- Provide pedestrian lighting
- Provide year-round pedestrian access along US 50
- Eliminate back out parking in the highway right-of-way

Before and After

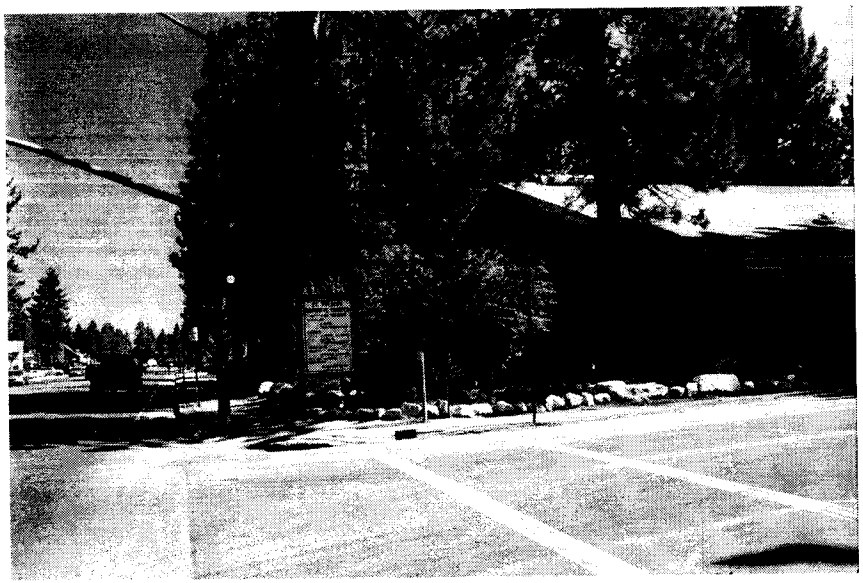




Before and After



Before and after



Hwy 50 Project Environmental Benefits

- Air Quality
- Water Quality
- Recreation
- Scenic
- Transportation

TAHOE REGIONAL PLANNING AGENCY

Number 1
Project in Basin

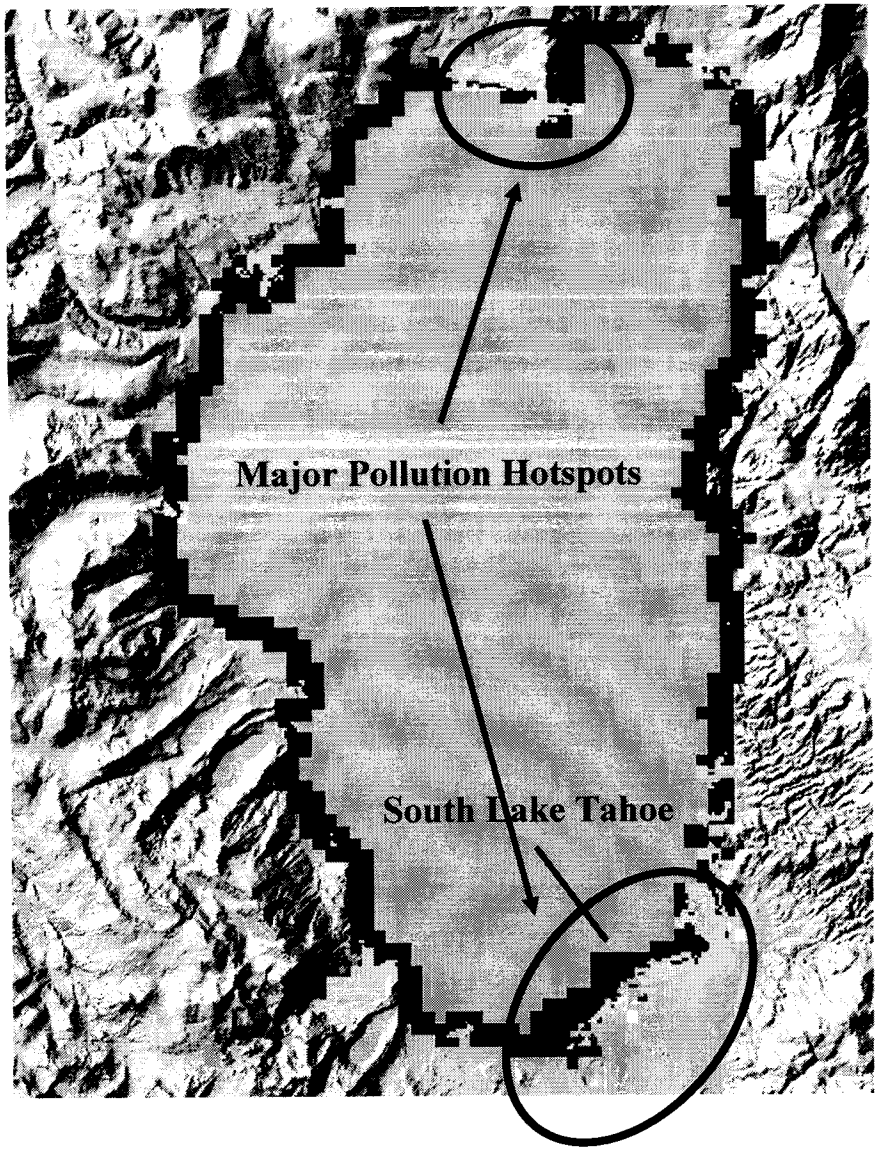
- Considered #1 Project in Basin by:
  - TRPA
  - CSLT
  - SLT Chamber of Commerce
  - TTC (Tahoe Transportation Commission)

TAHOE REGIONAL PLANNING AGENCY

Lake Tahoe Clarity

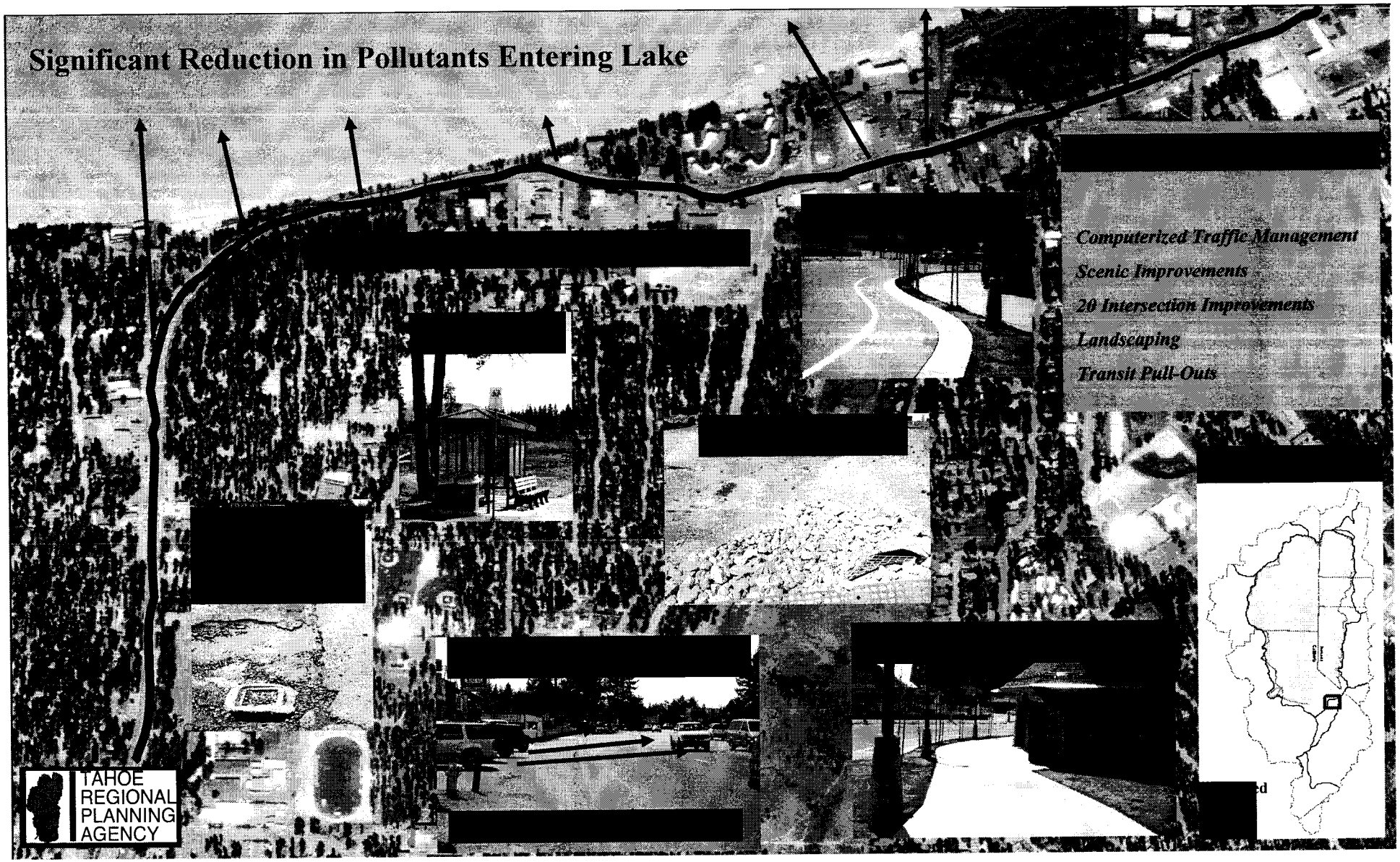
May 2003

This figure shows the clarity of the entire lake shore. As you can see, the South Shore of the lake is by far the most degraded.



TAHOE REGIONAL PLANNING AGENCY

US 50 Highway Project



Project Status

- Current funding estimate for Phase 1 is $30,200,000
- Construction $16,500,000
- Right of Way Acquisition $9,900,000
- Support cost $3,800,000
- $2,000,000 transportation earmark
- Potentially $4,000,000 in Southern Nevada Public Lands Management Act funding
- $650,000 in Regional Surface Transportation Program funding
- Draft Project Report being circulated by Caltrans for approval
- Draft Cooperative Agreement awaiting City approval

Issues

- ✓ Where will the funding come from?
  - ✓ Approximately $20,000,000 shortfall
- ✓ Who will fund maintenance of the new improvements?
  - ✓ Estimated to be $5-$7 per lineal foot of property annually
- ✓ Can adequate pretreatment of storm water be accommodated?
  - ✓ Acquisition of commercial property may be necessary to fully treat storm water
- ✓ Will all property owners be cooperative?
  - ✓ There may be some unwilling sellers of property and or easements necessary for the planned improvements

Where do we go from here?

- Council direction on implementation of a funding mechanism for maintenance
- Council support on all necessary acquisitions (Negotiated by Caltrans and purchased in City's name)
- Councilmembers support of project and continued declaration of it being the top priority for the City

B

PRESENTATION b)

TAHOE VALLEY COMMUNITY PLAN TEAM VISION STATEMENT

(June 2004)

We shall transform the Tahoe Valley area into a strong and vibrant business district, creating a community that includes more than just discontiguous developments. We shall embrace outdoor enthusiasts and provide a healthy balance of commerce, employment, entertainment, and livability. Our Community Plan will create smaller, pedestrian-friendly districts that encourage patrons to visit multiple destinations for each vehicle trip. Our plan shall encourage retail businesses and services that meet local needs, encourage local ownership, and appeal to visitors seeking to mix with the local community.

Architectural and aesthetic standards shall emphasize a mountain identity through sensitive building design that incorporate open public spaces, and a walk able environment emphasizing unifying elements. Quality building designs shall emphasize character through massing and articulation that are characteristic of a mountain environment. No blank walls would be displayed to adjacent areas. Pedestrians, transit riders and cyclists shall be accommodated and encouraged. Parking areas shall be unobtrusive, and serve more than one property

Project components shall model these ideals:

- A compatible mix of shops and services
- Public plazas and gathering spaces
- Tree Preservation
- Building design that incorporates wood and rock and harmonious colors
- The use of native landscaping
- Minimizing curb cuts through shared parking facilities.
- Lively ground floor retail
- Large display windows
- Weather protection for pedestrians

We shall re-knit the fragmented elements that isolate the Tahoe Valley neighborhoods through a network of sidewalks, trails and access to transit facilities. The transition between more intensive uses shall include design elements to ensure compatibility. The plan shall weave active and passive recreational staging areas, connecting to recreational opportunities located outside the plan boundaries. The Transit Centers shall play a greater role, to include moving people locally and regionally within and outside of the Tahoe Basin.

Visually prominent and attractive design features shall welcome visitors entering the city from scenic corridors (Highway 50 and 89). Through the use of environmentally conscious development techniques and restoration activities, the Tahoe Valley Community Plan will be considered a contributing component of the regional ecosystem. Private and Public development shall contribute to the creation of indoor and outdoor public spaces within these districts.

CENTRAL RECORDS
FILE No.: 1001 / 1013

Visit us @ www.trpa.org/tahoevalley

Volume 1, Issue 1

July 26, 2004

TY PLAN

Distributed at the
JUL 20 2004
City Council Meeting

Community Plan Team Members

- Darrel Schue
- Mark Lucksinger
- Frank Jones
- Nicole Zaborsky
- Steve Leman
- Vee Gay
- Tony Colombo
- Patrick Frega
- Deb Howard
- Jennifer Cooper
- Steve Kosmides
- Jerome Evans
- Edward Orbock
- Stacey Ballard
- Bruce Eisner, CTC

Staff

- John Hitchcock, TRPA
- Lisa O'Daly, CSLT

For more Information, Please Visit our Website at www.trpa.org/tahoevalley

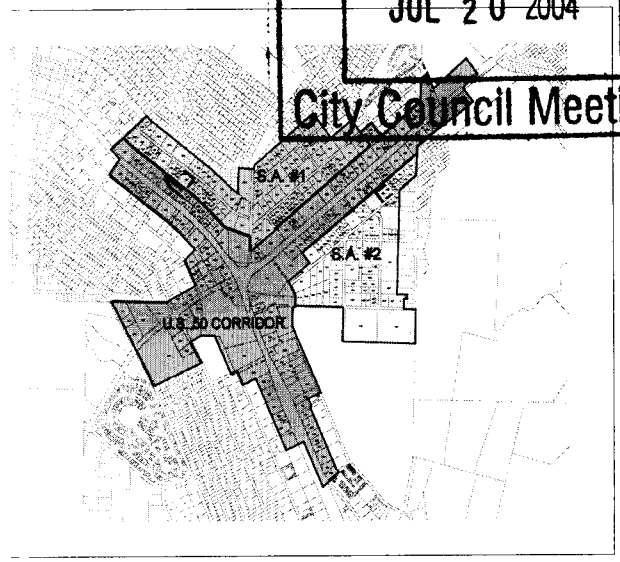
- Agendas
- Meeting Dates
- Minutes
- Email List
- Planning Resources

Contact Us

- tvcp@trpa.org

OUR VISION

We shall transform the Tahoe Valley area into a strong and vibrant business district, creating a community that includes more than just discontiguous developments. We shall embrace outdoor enthusiasts and provide a healthy balance of commerce, employment, entertainment, and livability. Our Community Plan will create smaller, pedestrian-friendly districts that encourage patrons to visit multiple destinations for each vehicle trip. Our plan shall encourage retail businesses and services that meet local needs, encourage local ownership, and appeal to visitors seeking to mix with the local community.



The Tahoe Valley Community Plan Area

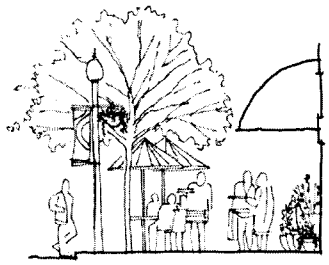
Architectural and aesthetic standards shall emphasize a mountain identity through sensitive building design that incorporates open public spaces, and a walkable environment emphasizing unifying elements. Quality building designs shall emphasize character through massing and articulation that are characteristic of a mountain environment. No blank walls would be displayed to adjacent areas. Pedestrian, transit riders and cyclists shall be accommodated and encouraged. Parking areas shall be unobtrusive, and serve more than one property.

(continued on back page)

MEETING DATES

All meetings are held from 2 to 4 pm at the City of South Lake Tahoe City Council Chambers unless otherwise noted.

- July 27, 2004
- August 10, 2004
- August 24, 2004
- September 14, 2004
- September 28, 2004
- October 12, 2004
- October 26, 2004



Send us your thoughts and ideas!

Visit us @ www.trpa.org/tahoevalley

Email us @ tvcp@trpa.org

Send Mail to us @

Tahoe Valley Community Plan Team
c/o of TRPA
PO Box 5310
Stateline, NV 89449

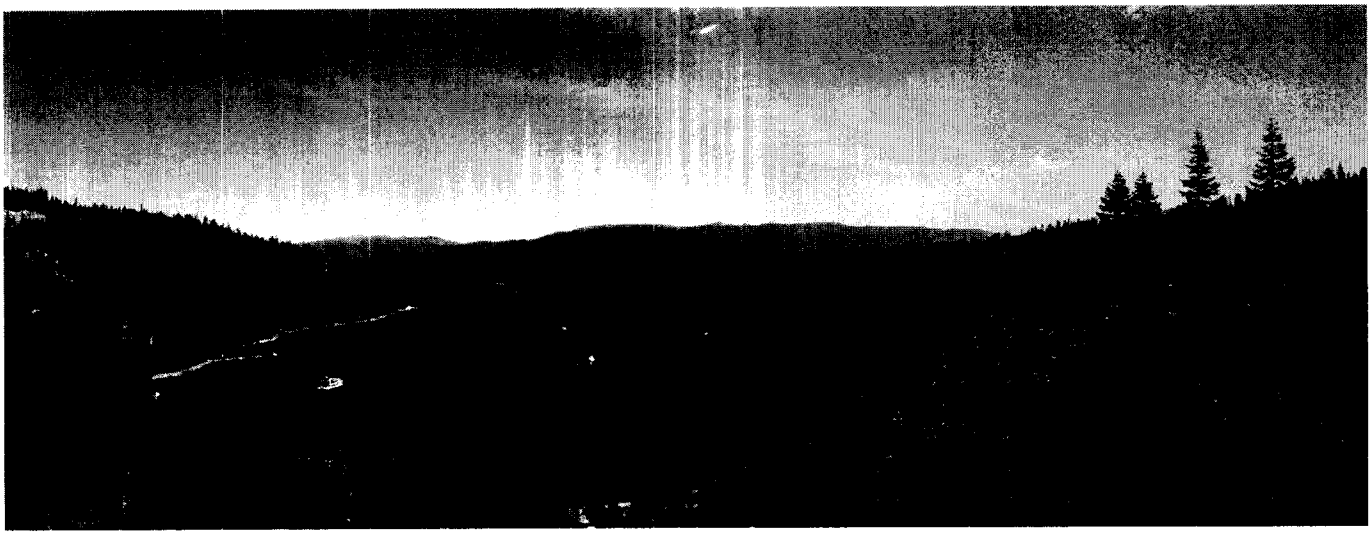
TAHOE REGIONAL PLANNING AGENCY

Project components shall include these ideals:

- A compatible mix of shops and services
- Public plazas and gathering spaces
- Tree Preservation
- Building design that incorporates wood and rock
- The use of native landscaping
- Minimizing curb cuts through shared parking facilities
- Lively ground floor retail
- Large display windows
- Weather protection for pedestrians

We shall re-knit the fragmented elements that isolate the Tahoe Valley neighborhoods through a network of sidewalks, trails and access to transit facilities. The transition between more intensive uses shall include design elements to ensure compatibility. The plan shall weave active and passive recreational staging areas, connecting to recreational opportunities located outside the plan boundaries. The Transit Center shall play a greater role, to include moving people locally and regionally within and outside of the Tahoe Basin.

Visually prominent and attractive design features shall welcome visitors entering the city from scenic corridors (Highway 50 and 89). Through the use of environmentally conscious development techniques and restoration activities, the Tahoe Valley Community Plan will be considered a contributing component of the regional ecosystem. Private and Public development shall contribute to the creation of indoor and outdoor public spaces within these districts.



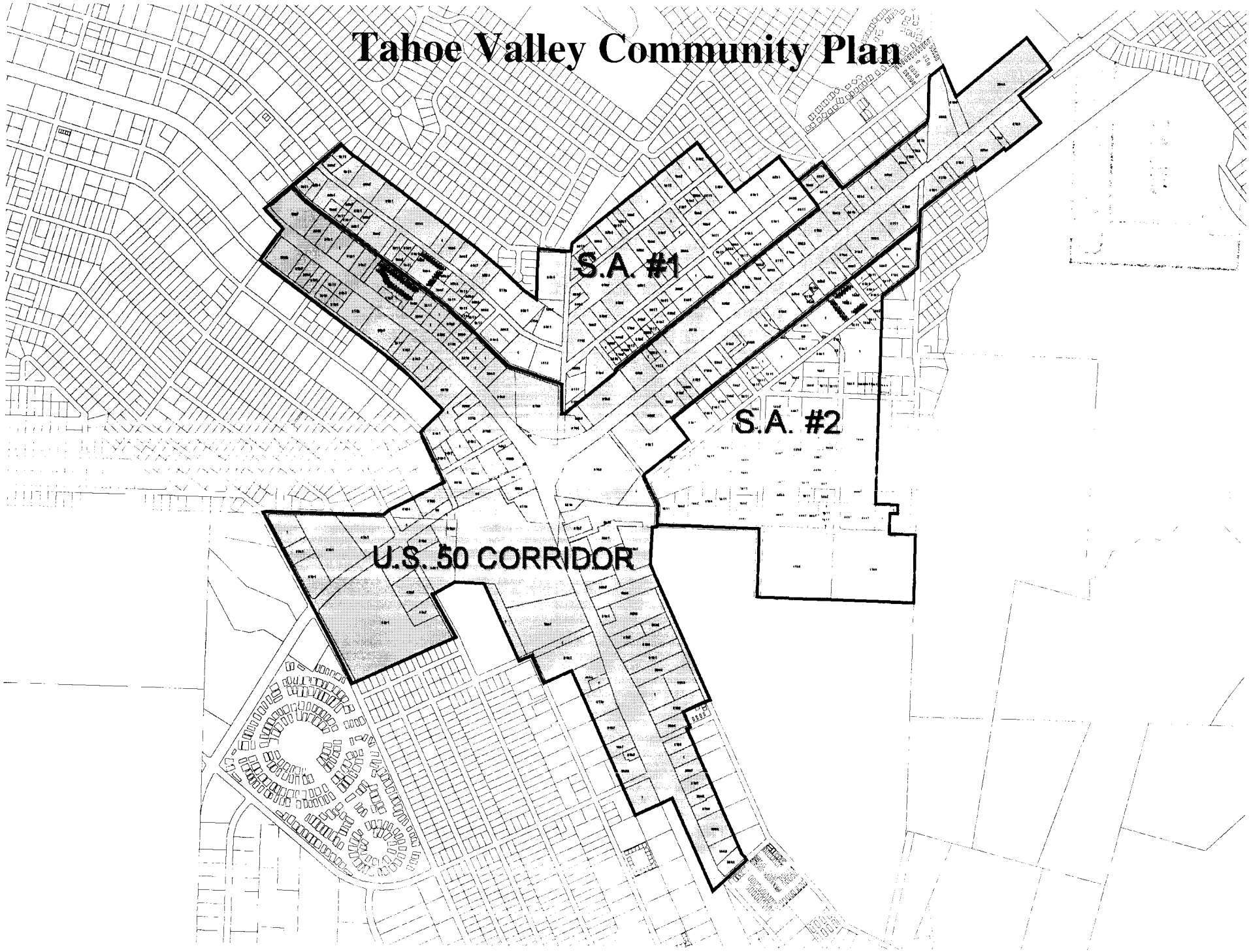
Introduction

- Wh[redacted] Tahoe Valley [redacted]
  - D[redacted] fo[redacted] ment
  - Covera[redacted] p Development
- What the Te[redacted]
  - Develop a Livi[redacted]
  - Assist in Devel[redacted]
  - St[redacted] t
  - Desig[redacted] g, L[redacted]
  - Pedest[redacted] ndly D[redacted]
- Who are the members?
  - Broad based Group of Comm[redacted] Members

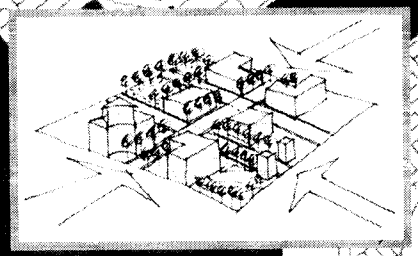
Pres(b)
Distributed @ the
7/20/04 CC MTG

Distributed at the
City Council Meeting
JUL 20 2004

Tahoe Valley Community Plan



Vision and Goals

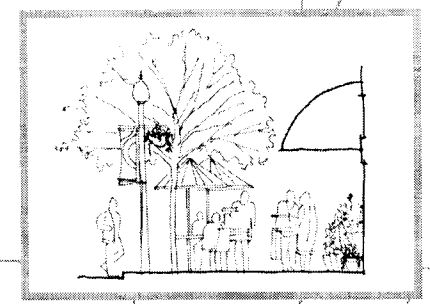


- ❑ Recogni

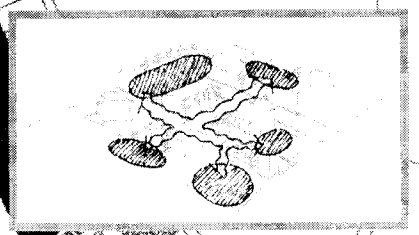
- ❑ Develop a Pla
residential, commer
entertainment and
environmen

- ❑Designs ountain

- ❑Encourage tive a andscaping
along scenic corridor

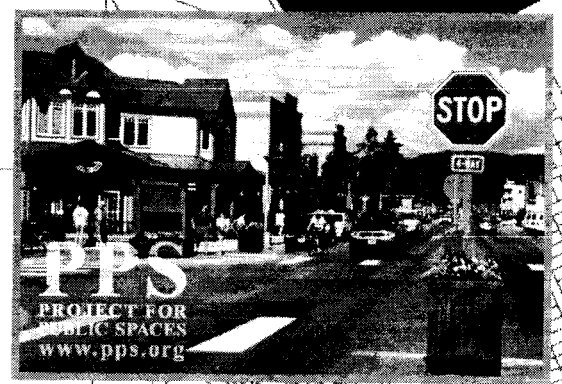


- ❑Access for pedestrians, trans
riders and cyclist



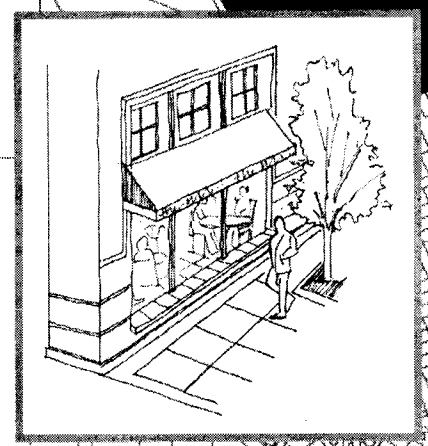
Components of Community Plan

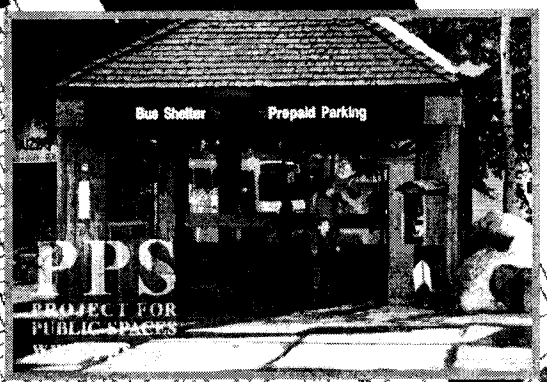
- A compatible mix of shops and services
- Public pla thering spaces
- Public Ar
- Tree Preserva
- Building design tha
  and harmonious colors



Components of Community Plan

- The use of nat[illegible]e landscaping
- Minimizin[illegible] through shared [illegible]
- Lively gr[illegible]
- Large display[illegible]
- Weather protectio[illegible]





Planning Process

- Tea
- Decisions sensus
- Update an
- R PA, Ci il, and TRPA ng
- Timeframe

Community Plan Elemen

Goals & Policies
Policy Statement
Goal #2

TRPA Code of Ordinances

Design Review Guidelines

Chapter 24, Driveway & Parking

Community Plan Substitute Standards
Equal or Superior Standards

Chapter 26, Signage

Driveway & Parking

Chapter 30, Design Standards

Signage

Site Design

Design Standards

Building Design

Historic Resource Protection

Landscaping

Setbacks

Exterior Lighting

Scenic Corridors

Public Input Process

You [illegible] nce[illegible] [illegible] to the Succe[illegible]

- Meeting tim[illegible]
- Web page[illegible]
- Me[illegible]
- Flyer[illegible]

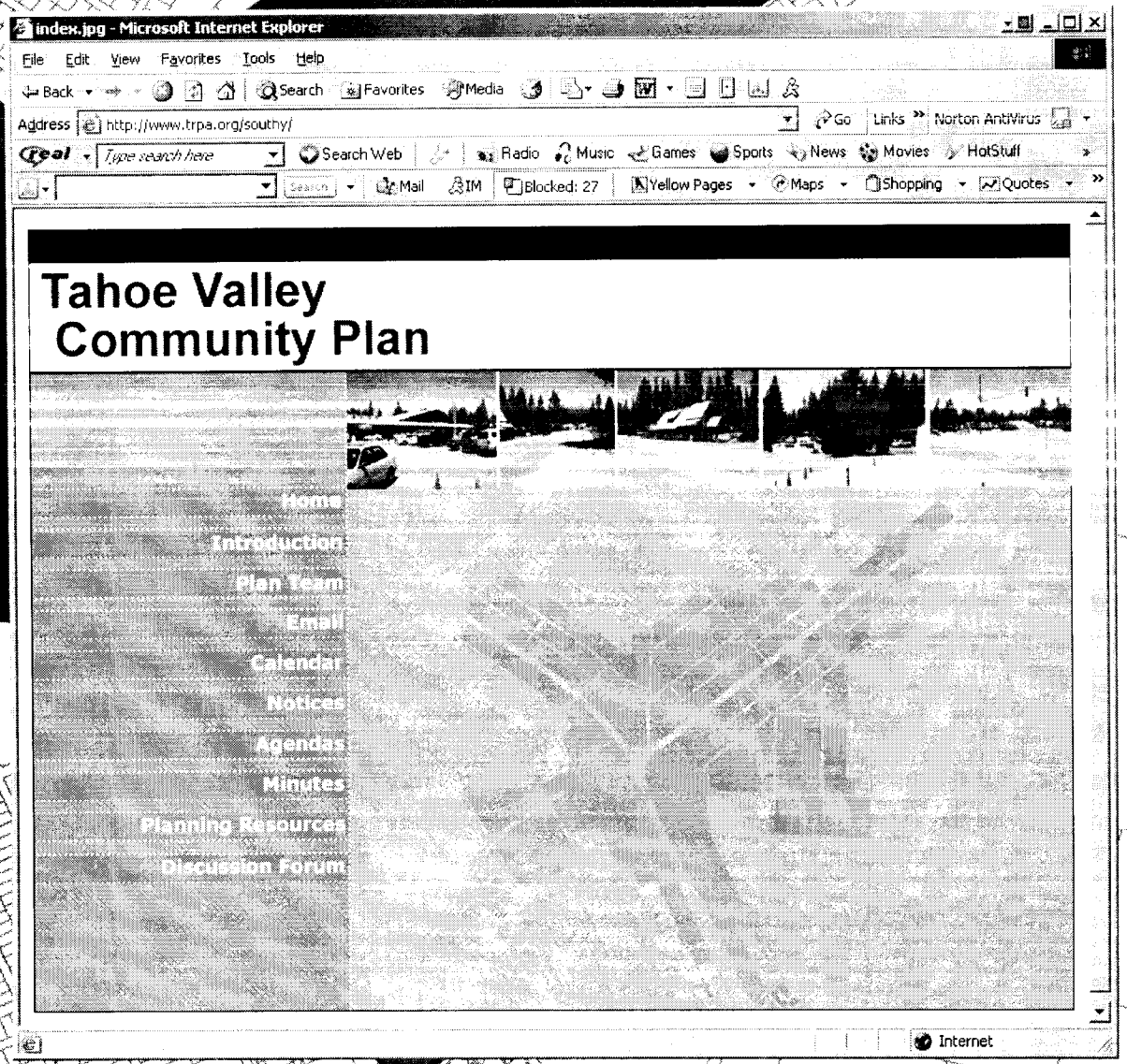
Our Website and Email

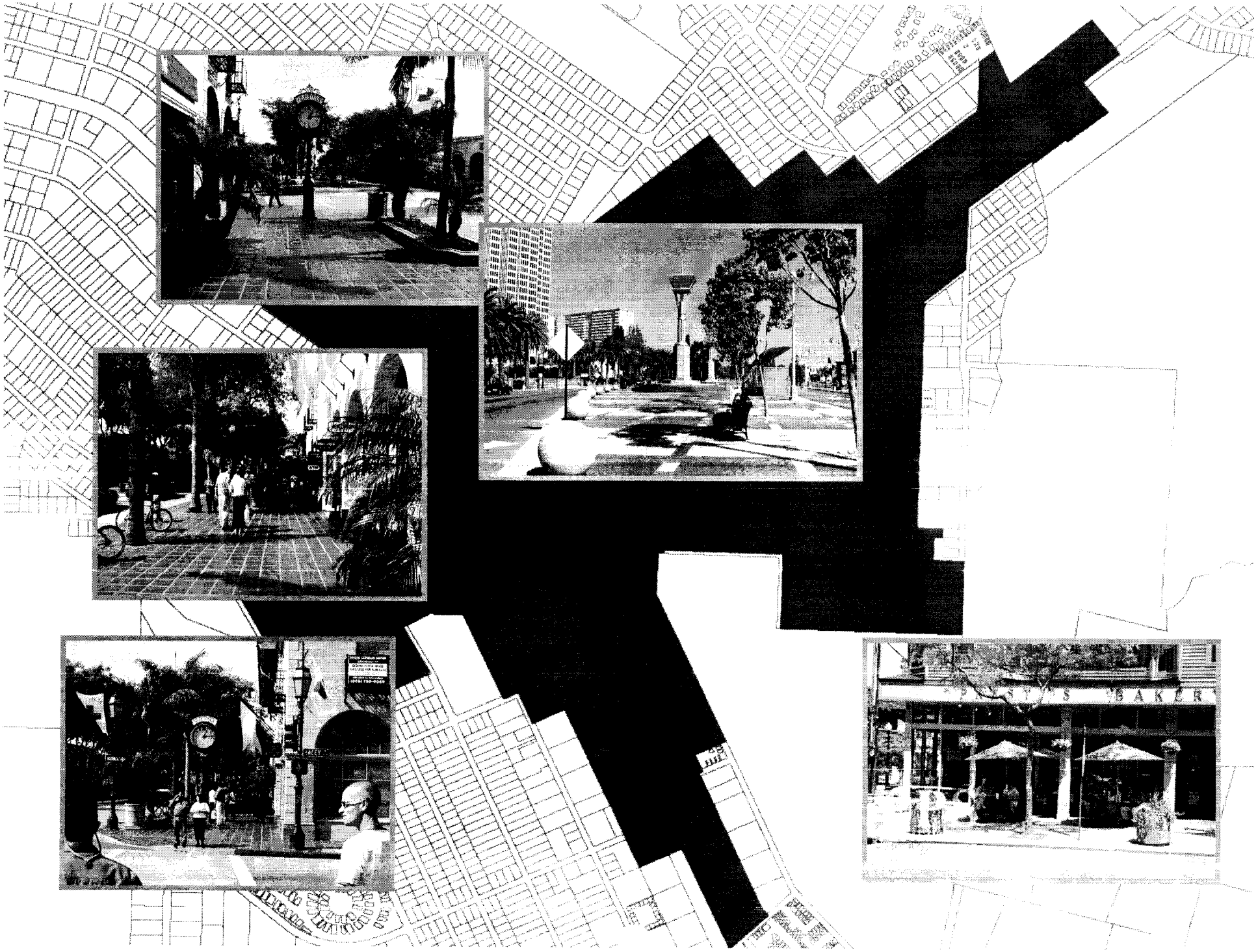
Website:

www.trpa.org/tahe

Email:

tvcp@trpa.org





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CITY OF SOUTH LAKE TAHOE
REVENUE ANALYSIS BY FUND
FISCAL YEAR OCTOBER 2003-SEPTEMBER 2004
BALANCES AS OF MAY 31, 2004
66.67% OF THE YEAR COMPLETE

		BUDGET	ACTUAL	REMAINING BUDGET	Percent Of Budget Collected
General Fund					
100 315XX	Transient Occupancy Taxes (TOT)	$ 4,800,000	$ 2,679,668	$ 2,120,332	55.8%
100 31510	Measure Z	$ 1,025,000	$ 505,089	$ 519,911	49.3%
100 311XX	Property Taxes	$ 4,206,000	$ 4,170,507	$ 35,493	99.2%
100 31300	Sales Tax	$ 3,800,000	$ 2,210,724	$ 1,589,276	58.2%
100 32100	Business License Taxes	$ 950,000	$ 97,748	$ 852,252	10.3%
100 3XXXX	Vacation Ordinance	$ 55,750	$ 21,250	$ 34,500	38.1%
100 31820	Franchise Fees	$ 1,118,000	$ 767,942	$ 350,058	68.7%
100 33201	Motor Vehicle Fees	$ 1,400,000	$ 751,949	$ 648,051	53.7%
10004 3XXXX	Parks & Recreation	$ 2,048,116	$ 821,082	$ 1,227,034	40.1%
100 33XXX	Revenues from Other Agencies	$ 276,250	$ 192,368	$ 83,882	69.6%
100 363XX	Transfers-In	$ 421,000	$ 249,832	$ 171,168	59.3%
100 Plug	All other Revenues	$ 2,526,233	$ 2,155,863	$ 370,370	85.3%
Total General Fund Revenues		**$ 22,626,349**	**$ 14,624,022**	**$ 8,002,327**	**64.6%**
Special Revenue Funds					
201 03510	Gas Tax	$ 510,000	$ 272,418	$ 237,582	53.4%
207 03610	Snow Removal	$ 965,133	$ 1,047,361	$ (82,228)	108.5%
208 03610	Snow Removal Equipment	$ 204,917	$ 162	$ 204,755	0.1%
210 03010	Vehicle Replacement	$ 63,480	$ 43,739	$ 19,741	68.9%
211 02110	Vehicle Replacement - Police	$ 129,844	$ 2,479	$ 127,365	1.9%
213 02210	Vehicle Replacement - Fire	$ 70,000	$ 1,147	$ 68,853	1.6%
230 02110	LLEBG	$ 33,436	$ 33,651	$ (215)	100.6%
231 02110	AB3229 COPS Grant	$ 100,200	$ 99,493	$ 707	99.3%
232 02110	Safety Sales Tax - Police & Fire	$ 460,000	$ 279,989	$ 180,011	60.9%
233 02110	Asset Forfeiture	$ 36,000	$ 16,637	$ 19,363	46.2%
236 02260	EMS - JPA	$ 423,912	$ 502,166	$ (78,254)	118.5%
237 02130	Police Boat Safety Patrol	$ 92,480	$ 40,229	$ 52,251	43.5%
238 02110	Domestic Violence Grant	$ 99,999	$ -	$ 99,999	0.0%
239 02260	EMS - Interfacility Transfers	$ 90,000	$ 63,165	$ 26,835	70.2%
240 03800	AB 939 Solid Waste	$ 50,050	$ 73	$ 49,977	0.1%
241 03801	Clean Community	$ 129,752	$ 104,087	$ 25,665	80.2%
242 03802	Vehicle Abatement	$ 80,000	$ 36,566	$ 43,434	45.7%
243 03803	Nuisance Abatement	$ 85,500	$ 45,183	$ 40,317	52.8%
244 03804	Solid Waste JPA	$ 110,760	$ 35,956	$ 74,804	32.5%
245 03805	Street Sweeping	$ 15,850	$ 45,028	$ (29,178)	284.1%
245 03806	Snow Sweeping	$ 54,747	$ 15,645	$ 39,102	28.6%
251 06011	State Home Program	$ 4,603,781	$ 3,304	$ 4,600,477	0.1%
251 06014	Home Loan Repayment	$ 180,000	$ 1,386	$ 178,614	0.8%
251 06015	RDA Loan Repayments	$ 55,000	$ -	$ 55,000	0.0%
252 06012	State CDBG Rehab Program	$ 1,283,698	$ 336,957	$ 946,741	26.2%
252 06016	CDBG Program Income Loans	$ 378,000	$ 119,670	$ 258,330	31.7%
252 06017	State CDBG Economic Development	$ 844,521	$ 68,339	$ 776,182	8.1%
253 06010	HED Administration	$ 597,910	$ 332,172	$ 265,738	55.6%
253 06018	State CalHome Program	$ 476,250	$ 130,303	$ 345,947	27.4%
261 09110	RDA Administration	$ 988,958	$ 662,015	$ 326,943	66.9%
262 09120	Low/Mod Income Housing	$ 505,000	$ 808,482	$ (303,482)	160.1%
270 03710	General Plan	$ 3,500	$ 10,032	$ (6,532)	286.6%
280 01511	Ski Run Business Improvement Dist	$ 8,000	$ 1,486	$ 6,514	18.6%
281 04120	Measure S Maintenance Fund	$ 5,000	$ 10	$ 4,990	0.2%
Total Special Revenue Revenues		**$ 13,735,678**	**$ 5,159,325**	**$ 8,576,353**	**37.6%**
Capital Projects - City					
301 40012	Al Tahoe/Pioneer Bijou Creek	$ 16,954	$ 8,882	$ 8,072	52.4%
301 40013	Rocky Point	$ 1,477,717	$ 1,100,743	$ 376,974	74.5%
301 40014	Glorene/8th Street ECP	$ 3,289,716	$ 142,408	$ 3,147,308	4.3%
301 40016	Industrial Tract WQ and SEZ Restoration	$ 13,337	$ 5,733	$ 7,604	43.0%
301 40017	Upper Truckee Restoration	$ 636,000	$ 15,329	$ 620,671	2.4%
301 40018	Sierra Tract	$ 1,651,691	$ 182,595	$ 1,469,096	11.1%
301 40019	East Pioneer Trail	$ 545,485	$ 106,269	$ 439,216	19.5%
301 40025	ECP Curtem Monitoring Phase II	$ 77,823	$ 29,905	$ 47,918	38.4%
301 40026	Chemical Treatment Study	$ 222,093	$ -	$ 222,093	0.0%
301 40027	Rocky Point Phases 3 and 4	$ 3,013,840	$ 269,606	$ 2,744,234	8.9%
301 50002	Sierra Boulevard Intersection	$ 417,750	$ 185,000	$ 232,750	44.3%
301 50003	Harrison Avenue Improvements	$ 54,920	$ -	$ 54,920	0.0%
301 50004	Ski Run Village Improvements	$ 1,133,364	$ 959,858	$ 173,506	84.7%
301 50009	South Y Improvements	$ 1,390,000	$ 350,000	$ 1,040,000	25.2%
301 50012	15th Street Bike Trail	$ 163,325	$ 44,678	$ 118,647	27.4%
301 50014	Lyons/Rufus Allen Sidewalk	$ 398,200	$ -	$ 398,200	0.0%

CENTRAL RECORDS
FILE No.: 1005

CITY OF SOUTH LAKE TAHOE
REVENUE ANALYSIS BY FUND
FISCAL YEAR OCTOBER 2003-SEPTEMBER 2004
BALANCES AS OF MAY 31, 2004
66.67% OF THE YEAR COMPLETE

		BUDGET	ACTUAL	REMAINING BUDGET	Percent Of Budget Collected
301 50015	Tahoe Keys Right Turn Lane	$ 260,000	$ -	$ 260,000	0.0%
301 60023	El Dorado Boat Launch	$ 445,157	$ -	$ 445,157	0.0%
301 60026	Playground & Site	$ 35,450	$ 35,450	$ -	100.0%
301 60037	Transit M & O Facility	$ 274,266	$ 61,673	$ 212,593	22.5%
301 60038	LTA Handicap Access	$ 45,450	$ 45,450	$ -	100.0%
301 60039	Above Ground Fuel Tanks	$ 25,000	$ 25,000	$ -	100.0%
301 70000	City CIP - Administration	$ 33,040	$ 9,389	$ 23,651	28.4%
302 40003	Trout Creek Restoration	$ 85,330	$ 162	$ 85,168	0.2%
303 50000	Unallocated Transportation (RSTP)	$ 71,636	$ 79,515	$ (7,879)	111.0%
Total City CIP Revenues		**$ 15,777,544**	**$ 3,657,644**	**$ 12,119,900**	**23.2%**
Capital Projects - Redevelopment					
350 91000	Redevelopment Ski Run Area	$ 75,271	$ -	$ 75,271	0.0%
350 92001	Park Avenue	$ 786,483	$ 442,049	$ 344,434	56.2%
Total Redevelopment CIP Revenues		**$ 861,754**	**$ 442,049**	**$ 419,705**	**51.3%**
Debt Service - Redevelopment					
450 09220	Redevelopment Debt Service	$ 7,838,000	$ 6,155,813	$ 1,682,187	78.5%
451 09320	Parking Authority Debt Service	$ 699,555	$ 473,142	$ 226,413	67.6%
Total Debt Service Revenues		**$ 8,537,555**	**$ 6,628,955**	**$ 1,908,600**	**77.6%**
Enterprise Funds					
501	Airport	$ 1,173,615	$ 683,047	$ 490,568	58.2%
520 05320	Parking Garage Operations	$ 904,000	$ 426,467	$ 477,533	47.2%
520 05330	Parking Enforcement	$ 162,500	$ 66,745	$ 95,755	41.1%
550	Transit	$ 892,764	$ 736,906	$ 155,858	82.5%
Total Enterprise Fund Revenues		**$ 3,132,879**	**$ 1,913,165**	**$ 1,219,714**	**61.1%**
Internal Service Funds					
601 01220	Health Self-Insurance	$ 3,883,864	$ 2,028,154	$ 1,855,710	52.2%
602 01220	Worker's Compensation	$ 990,616	$ 683,964	$ 306,652	69.0%
603 03410	Motor Pool	$ 785,565	$ 447,517	$ 338,048	57.0%
605 01220	Health Insurance Retiree Savings	$ 410,000	$ 345,437	$ 64,563	84.3%
Total Internal Service Fund Revenues		**$ 6,070,045**	**$ 3,505,071**	**$ 2,564,974**	**57.7%**
Trust Funds					
707 01962	Park Avenue CFD	$ 577,863	$ 444,744	$ 133,120	77.0%
704 04120	Athletic Facilities	$ 2,000	$ 1,140	$ 860	57.0%
Total Trust Fund Revenues		**$ 577,863**	**$ 444,744**	**$ 133,120**	**77.0%**
Total Revenue-All Funds		**$ 71,319,667**	**$ 36,374,974**	**$ 34,944,693**	**51.0%**

CITY OF SOUTH LAKE TAHOE
CASH REPORT
MAY 31, 2004

FUND #	FUND NAME	CASH BALANCE	EXPLANATION
100	General Fund	$2,752,947.93	
101	Pers Savings	$221,719.78	General Fund Equivalent
201	Gas Tax	$838,740.63	
207	Snow Removal	$65,763.63	
208	Snow Removal Equipment	$78,409.62	
210	Vehicle Replacement	($161,[illegible]3.17)	General Fund Equivalent
211	Police Vehicle Replacement	$419,238.92	
212	ABAG	$2,242.45	
213	Fire Vehicle Replacement	$120,229.97	
215	Disaster Relief	$0.00	
230	LLEBG	$28,455.18	
231	AB 3229 COPS grant	$62,223.91	
232	Safety Sales Tax	$187,761.34	
233	Asset Forfeitures	$326,461.25	
234	CLETP/CLEEP Grants	$694.03	
236	EMS - JPA	$85,284.50	
237	Boat Patrol - Grant	$11,652.32	
238	Domestic Violence Grant	($28,[illegible]57.06)	
239	EMS - Interfacility Transfers	$193,016.03	
240	AB 939 Solid Waste	$13,832.72	
241	Clean Community	$88,326.25	
242	Vehicle Abatement	$7,325.93	
243	Nuisance Abatement	($1,[illegible]56.72)	
244	Solid Waste JPA	$1,480,702.38	
245	Street Sweeping	($19,[illegible]27.17)	
250	Housing Low/Mod	$0.00	
251	Housing - Home	$4,501.22	
252	Housing - CDBG	$491,285.08	
253	Housing - Administration	($13,[illegible]146.17)	
254	State CalHome Program	($7,[illegible]30.00)	
261	RDA - Administration	$65,201.55	
262	Low/Mod Income Housing	$1,253,488.40	
270	Community Plan	$30,962.47	
271	Building Permit Fees (RDA)	$0.00	
280	Ski Run Business Improvement	$17,366.21	
281	Measure S Maintenance Fund	$2,011.28	
301	City CIP	$2,094,705.93	
302	City CIP - Trout Creek	$38,107.39	
303	City CIP RSTP	$739,327.07	
304	Bijou Community Park	$0.00	
350	Redevelopment CIP	($5,[illegible]3)	
351	Parking Authority CIP	$16,928.00	
401	City Debt Service	$0.00	
450	Redevelopment Debt Svc.	$2,016,498.24	
451	Parking Authority Debt Svc	($97,[illegible]18)	
501	Airport	$256,912.49	
520	Parking Garage	($95,[illegible]4.2)	
550	Transit - Stage	$177,075.30	
601	Health Insurance	$1,338,347.09	General Fund Equivalent
602	Worker's Comp	$1,832,379.40	General Fund Equivalent
603	Motor Pool	$6,864.87	General Fund Equivalent
604	Payroll	$308,705.90	
605	Health Retiree Savings	$843,634.32	General Fund Equivalent
701	Trust	$917.00	
704	Athletic Facilities	$8,781.74	
706	Great Ideas of Tahoe	$124.99	
707	Park Avenue CFD	$212,340.89	
751	Special Assessment Dist	$4,572.00	
762	Tahoe Transportation Auth	$3,416.00	
	Total Cash and Investments	$18,230,214.40	

May-2004

	CURRENT MONTH					FISCAL YEAR TO DATE				
	ACTUAL	BUDGET	VARIANCE	2002	VARIANCE	ACTUAL	BUDGET	VARIANCE	2002	VARIANCE
Sales Tax ($3,800,000)	323,500	307,208	5.3%	297,600	8.7%	2,210,724	2,230,951	-0.9%	2,140,308	3.3%
Business License ($950,000)	1,938	32,933	-94.1%	30,376	-93.6%	97,748	115,702	-15.5%	91,056	7.3%
Motor Vehicle in Lieu ($1,400,000)	107,463	134,276	-20.0%	138,261	-22.3%	751,949	827,008	-9.1%	803,776	-6.4%
Franchise Fees ($1,118,000)	149,499	98,767	51.4%	151,571	-1.4%	767,942	725,712	5.8%	759,294	1.1%
TOT ($4,800,000)	194,778	192,745	1.1%	154,817	25.8%	2,679,668	2,633,060	1.8%	2,311,355	15.9%
Measure Z ($1,025,000)	70,502	63,058	11.8%	46,059	53.1%	505,089	451,040	12.0%	314,890	60.4%
Property Taxes ($4,206,000)	1,904,140	-	#DIV/0!	-	#DIV/0!	4,170,507	4,009,263	4.0%	3,945,627	5.7%
General Fund Major Revenues	**2,751,820**	**828,987**	**231.9%**	**818,684**	**236.1%**	**11,183,627**	**10,992,736**	**1.7%**	**10,366,306**	**7.9%**
Redevelopment TOT ($4,924,000)	272,641	257,000	6.1%	233,446	16.8%	2,458,071	2,596,222	-5.3%	2,420,520	1.6%
Redevopment Tax Increment ($2,742,000)	1,284,012	-	#DIV/0!	-	#DIV/0!	2,554,498	2,642,688	-3.3%	1,735,194	47.2%
Redevelopment Major Revenues	**1,556,653**	**257,000**	**505.7%**	**233,446**	**566.8%**	**5,012,569**	**5,238,910**	**-4.3%**	**4,155,714**	**20.6%**

CITY OF SOUTH LAKE TAHOE
REVENUE VARIANCE REPORT
FOR THE MONTH
MAY 31, 2004
FISCAL YEAR OCTOBER 1, 2003 TO SEPTEMBER 30, 2004
66.67% OF THE YEAR COMPLETE

	% OF GEN. FUND BUDGET	BUDGETED AMOUNT EXPECTED	ACTUAL COLLECTION	DIFFERENCE	% OVER (UNDER)
SALES TAX $3,800,000.	**17%**				
CURRENT MONTH		**307,208.00**	**323,500.00**	**16,292.00**	5.30%
CUMULATIVE		**2,230,951.00**	**2,210,724.00**	(20,227.00)	-0.91%
P/Y ACTUA 3,667,429.00					
CURRENT MONTH			297,600.00	297,600.00	
CUMULATIVE			2,140,308.00	2,140,308.00	
BUSINESS LICENSE $950,000.	**4%**				
CURRENT MONTH		**32,933.00**	**1,938.00**	**(30,995.00)**	**-94.12%**
CUMULATIVE		**115,702.00**	**97,748.00**	**(17,954.00)**	**-15.52%**
P/Y BUSINESS LICENSE $970,682.					
CURRENT MONTH			30,376.00	30,376.00	
CUMULATIVE			91,056.00	91,056.00	
MOTOR VEHICLE IN LIEU $1,400,000.	**6%**				
CURRENT MONTH		**134,276.00**	**107,463.00**	**(26,813.00)**	**-19.97%**
CUMULATIVE		**827,008.00**	**751,949.00**	**(75,059.00)**	**-9.08%**
P/Y MOTOR VEHICLE IN LIEU $1,206,211.					
CURRENT MONTH			138,261.00	138,261.00	
CUMULATIVE			803,776.00	803,776.00	
FRANCHISE FEES $1,118,000.	**5%**				
CURRENT MONTH		**98,767.00**	**149,499.00**	**50,732.00**	**51.37%**
CUMULATIVE		**725,712.00**	**767,942.00**	**42,230.00**	**5.82%**
P/Y FRANCHISE FEES $1,118,065.					
CURRENT MONTH			151,571.00	151,571.00	
CUMULATIVE			759,294.00	759,294.00	
TRANS. OCCUPANCY TAX $4,800,000.	**21%**				
CURRENT MONTH		**192,745.00**	**194,778.00**	**2,033.00**	**1.05%**
CUMULATIVE		**2,633,060.00**	**2,679,668.00**	**46,608.00**	**1.77%**
TRANS. OCCUPANCY TAX $4,763,145.					
CURRENT MONTH			154,817.00	154,817.00	
CUMULATIVE			2,311,355.00	2,311,355.00	

CITY OF SOUTH LAKE TAHOE
REVENUE VARIANCE REPORT
FOR THE MONTH
MAY 31, 2004
FISCAL YEAR OCTOBER 1, 2003 TO SEPTEMBER 30, 2004
66.67% OF THE YEAR COMPLETE

	% OF GEN. FUND BUDGET	BUDGETED AMOUNT EXPECTED	ACTUAL COLLECTION	DIFFERENCE	% OVER (UNDER)
Measure Z TOT $1,025,000.	**5%**				
CURRENT MONTH		**63,058.00**	**70,502.00**	**7,444.00**	**11.81%**
CUMULATIVE		**451,040.00**	**505,089.00**	**54,049.00**	**11.98%**
Measure Z TOT $734,084.					
CURRENT MONTH			46,059.00	46,059.00	
CUMULATIVE			314,890.00	314,890.00	
PROPERTY TAXES $4,206,000.	**19%**				
CURRENT MONTH		**0.00**	**1,904,140.00**	**1,904,140.00**	**#DIV/0!**
CUMULATIVE		**4,009,262.58**	**4,170,507.00**	**161,244.42**	**4.02%**
P/Y PROPERTY TAXES $4,236,205.					
CURRENT MONTH			0.00	0.00	
CUMULATIVE			3,945,627.00	3,945,627.00	
TOTAL MAJOR GENERAL FUND REVENUES					
CURRENT MONTH	**77%**	**828,987.00**	**2,751,820.00**	**1,922,833.00**	**231.95%**
CUMULATIVE		**10,992,735.58**	**11,183,627.00**	**190,891.42**	**1.74%**
P TAL MAJOR GENERAL FUND REVENUES					
CURRENT MONTH	76%	0.00	818,684.00	818,684.00	
CUMMULATIVE		0.00	10,366,306.00	10,366,306.00	
REDEVELOPMENT TOT $4,924,000.					
CURRENT MONTH		**257,000.00**	**272,641.00**	**15,641.00**	**6.09%**
CUMULATIVE		**2,596,222.00**	**2,458,071.00**	**(138,151.00)**	**-5.32%**
P/Y REDEVELOPMENT TOT $4,704,677.					
CURRENT MONTH			233,446.00	233,446.00	
CUMULATIVE			2,420,520.00	2,420,520.00	
REDEVELOPMENT TAX INCREMENT $2,742,000.					
CURRENT MONTH		**0.00**	**1,284,012.00**	**1,284,012.00**	**#DIV/0!**
CUMULATIVE		**2,642,688.41**	**2,554,498.00**	**(88,190.41)**	**-3.34%**
P/Y REDEVELOPMENT TAX INCREMENT $1,735,194.					
CURRENT MONTH			0.00	0.00	
CUMULATIVE			1,735,194.00	1,735,194.00	

CITY OF SOUTH LAKE TAHOE
EXPENDITURE ANALYSIS BY FUND
FISCAL YEAR OCTOBER 2003-SEPTEMBER 2004
BALANCES AS OF MAY 31, 2004
66.67% OF THE YEAR COMPLETE

		BUDGET	ACTUAL	Remaining BUDGET	% Of Budget Spent	
General Fund						
Elected						
100 01110	City Council	$ 129,311	$ 82,208	$ 47,103	63.6%	
100 01130	City Clerk	$ 207,608	$ 107,389	$ 100,219	51.7%	
	Total Elected	**$ 336,919**	**$ 189,597**	**$ 147,322**	**56.3%**	
Administration						
100 01210	City Attorney	$ 441,835	$ 193,604	$ 248,231	43.8%	
100 01220	Risk Management	$ 277,737	$ 61,720	$ 216,017	22.2%	
100 01310	City Manager	$ 511,453	$ 137,633	$ 373,820	26.9%	
100 01320	Human Resources	$ 224,000	$ 125,873	$ 98,127	56.2%	
100 01511	Accounting	$ 538,758	$ 368,906	$ 169,852	68.5%	
100 01516	Treasury	$ 20,777	$ 13,552	$ 7,225	65.2%	
100 01620	Purchasing	$ 148,231	$ 95,893	$ 52,338	64.7%	
100 01730	Revenue Collection	$ 64,858	$ 38,442	$ 26,416	59.3%	
100 01735	Vacation Ordinance	$ 65,586	$ 23,671	$ 41,915	36.1%	
	Total Administration	**$ 2,293,235**	**$ 1,059,295**	**$ 1,233,940**	**46.2%**	
Non-Departmental						
100 01840	Information Systems	$ 394,396	$ 151,198	$ 243,198	38.3%	
100 01951	Non-Departmental	$ 437,190	$ 213,529	$ 223,661	48.8%	
100 01952	Emergency Preparedness	$ 31,028	$ -	$ 31,028	0.0%	
100 01953	Community Marketing	$ 640,518	$ 241,424	$ 399,094	37.7%	
100 01954	General Contingency	$ 28,159	$ -	$ 28,159	0.0%	
100 01956	General Fund Transfers In/Out	$ 2,054,449	$ 1,524,236	$ 530,213	74.2%	
100 01958	Rents & Leases	$ 229,298	$ 199,475	$ 29,823	87.0%	
	Total Non-Departmental	**$ 3,815,038**	**$ 2,329,862**	**$ 1,485,176**	**61.1%**	
Police						
100 02110	Police Administration	$ 825,166	$ 540,215	$ 284,951	65.5%	
100 02120	Police Operations	$ 3,279,242	$ 2,156,528	$ 1,122,714	65.8%	Retirement payouts of $62,534.
100 02150	Police Certified Training	$ 55,000	$ 49,624	$ 5,376	90.2%	
100 02160	Joint Dispatch Center	$ 528,014	$ 350,601	$ 177,413	66.4%	
100 02180	Police Support	$ 1,662,327	$ 972,276	$ 690,051	58.5%	Retirement Payouts of $73,223.
	Total Police	**$ 6,349,749**	**$ 4,069,244**	**$ 2,280,505**	**64.1%**	
Fire						
100 02210	Fire Administration	$ 293,475	$ 192,107	$ 101,369	65.5%	
100 02220	Fire Suppression	$ 3,505,512	$ 2,212,005	$ 1,293,507	63.1%	
100 02230	Fire Prevention	$ 5,154	$ 4,074	$ 1,080	79.1%	
100 02250	Fire Reserves Program	$ 14,178	$ 14,378	$ (200)	101.4%	
	Total Fire	**$ 3,818,319**	**$ 2,422,565**	**$ 1,395,754**	**63.4%**	
Public Works						
100 03010	Public Works Administration	$ 252,602	$ 158,939	$ 93,663	62.9%	
100 03110	Building and Safety	$ 575,390	$ 271,278	$ 304,112	47.1%	
100 03111	Building Board of Appeals	$ 71	$ -	$ 71	0.0%	
100 03210	Engineering	$ 672,452	$ 364,852	$ 307,600	54.3%	
100 03310	Facilities Maintenance	$ 330,140	$ 151,110	$ 179,030	45.8%	
100 03710	Planning	$ 338,240	$ 212,209	$ 126,031	62.7%	
100 03711	Planning Commission	$ 525	$ -	$ 525	0.0%	
	Total Public Works	**$ 2,169,420**	**$ 1,158,389**	**$ 1,011,031**	**53.4%**	
Parks						
100 04110	Golf Course	$ 227,036	$ 99,746	$ 127,290	43.9%	
100 04120	Parks Areas	$ 48,998	$ 27,236	$ 21,762	55.6%	
100 04130	Campground	$ 229,756	$ 81,189	$ 148,567	35.3%	
100 04140	Beaches	$ 106,697	$ 32,883	$ 73,814	30.8%	
100 04150	Park Services	$ 295,840	$ 152,825	$ 143,015	51.7%	
	Total Parks	**$ 908,327**	**$ 393,879**	**$ 514,448**	**43.4%**	
Recreation						
100 04160	Contracts	$ 105,257	$ 33,454	$ 71,803	31.8%	
100 04230	Senior Center	$ 179,313	$ 91,920	$ 87,393	51.3%	
100 04240	Sport	$ 70,829	$ 39,974	$ 30,855	56.4%	
100 04260	Ice Arena	$ 684,419	$ 442,655	$ 241,764	64.7%	
100 04270	Swimming Pool	$ 210,008	$ 112,329	$ 97,679	53.5%	
100 04280	Youth & Teens	$ 166,745	$ 94,950	$ 71,795	56.9%	
100 04290	Recreation Services	$ 468,041	$ 332,990	$ 135,051	71.1%	Retirement Payouts of $23,547.
	Total Recreation	**$ 1,884,612**	**$ 1,148,271**	**$ 736,341**	**60.9%**	
Total General Fund Expenditures		**$ 21,575,619**	**$ 12,771,102**	**$ 8,804,517**	**59.2%**	

CITY OF SOUTH LAKE TAHOE
EXPENDITURE ANALYSIS BY FUND
FISCAL YEAR OCTOBER 2003-SEPTEMBER 2004
BALANCES AS OF MAY 31, 2004
66.67% OF THE YEAR COMPLETE

		BUDGET	ACTUAL	Remaining BUDGET	% Of Budget Spent
Special Revenue Funds					
201 03510	Gas Tax	$ 1,300,598	$ 419,305	$ 881,293	32.2%
207 03610	Snow Removal	$ 959,281	$ 975,776	$ (16,495)	101.7%
208 03610	Snow Removal Equipment	$ 204,917	$ -	$ 204,917	0.0%
210 03010	Vehicle Replacement	$ 296,776	$ 166,420	$ 130,356	56.1%
211 02110	Vehicle Replacement - Police	$ 21,335	$ 49,737	$ (28,402)	233.1%
213 02210	Vehicle Replacement - Fire	$ 51,353	$ 51,630	$ (277)	100.5%
230 02110	LLEBG	$ 33,189	$ 30,123	$ 3,066	90.8%
231 02110	AB3229 COPS Grant	$ 100,000	$ 37,751	$ 62,249	37.8%
232 02110	Safety Sales Tax - Police	$ 229,816	$ 65,877	$ 163,939	28.7%
232 02210	Safety Sales Tax - Fire	$ 229,816	$ 87,239	$ 142,577	38.0%
233 02110	Asset Forfeiture	$ 78,386	$ 92,622	$ (14,236)	118.2%
234 02110	CLETP/CLEEP Tech Grant	$ 3,140	$ 3,192	$ (52)	101.7%
236 02260	EMS - JPA	$ 430,567	$ 335,991	$ 94,576	78.0%
237 02130	Police Boat Safety Patrol	$ 100,815	$ 23,240	$ 77,575	23.1%
238 02110	Domestic Violence Grant	$ 99,999	$ 28,357	$ 71,642	28.4%
239 02260	EMS - Interfacility Transfers	$ 11,800	$ 13,543	$ (1,743)	114.8%
240 03800	AB 939 Solid Waste	$ 13,954	$ 1,133	$ 12,821	8.1%
241 03801	Clean Community	$ 129,720	$ 63,969	$ 65,751	49.3%
242 03802	Vehicle Abatement	$ 118,223	$ 65,799	$ 52,424	55.7%
243 03803	Nuisance Abatement	$ 85,123	$ 46,157	$ 38,966	54.2%
244 03804	Solid Waste JPA	$ 110,760	$ 72,576	$ 38,184	65.5%
245 03805	Street Sweeping	$ 18,236	$ 13,860	$ 4,376	76.0%
245 03806	Snow Sweeping	$ 50,852	$ 66,000	$ (15,148)	129.8%
251 06011	State Home Program	$ 4,603,781	$ 3,304	$ 4,600,477	0.1%
251 06014	Home Loan Repayment	$ 180,000	$ -	$ 180,000	0.0%
251 06015	RDA Loan Repayments	$ 55,000	$ -	$ 55,000	0.0%
252 06012	State CDBG Rehab Program	$ 1,282,899	$ 384,149	$ 898,749	29.9%
252 06016	CDBG Program Income Loans	$ 378,000	$ 122,339	$ 255,661	32.4%
252 06017	State CDBG Economic Development	$ 850,584	$ 92,241	$ 758,343	10.8%
253 06010	HED Administration	$ 599,655	$ 368,558	$ 231,097	61.5%
254 06018	State CalHome Program	$ 476,250	$ 137,433	$ 338,817	28.9%
261 09110	RDA Administration	$ 988,743	$ 632,126	$ 356,617	63.9%
262 09120	Low/Mod Income Housing	$ 733,610	$ 264,715	$ 468,895	36.1%
270 03710	General Plan	$ 137	$ 130	$ 7	94.6%
280 01511	Ski Run Business Improvement	$ 8,000	$ 1,178	$ 6,822	14.7%
281 04120	Measure S Maintenance Fund	$ 5,000	$ -	$ 5,000	0.0%
	Total Special Revenue Expenditures	**$ 14,840,315**	**$ 4,716,467**	**$10,123,847**	**31.8%**
Debt Service - Redevelopment					
450 09220	Redevelopment Debt Service	$ 8,186,527	$ 7,706,594	$ 479,933	94.1%
451 09320	Parking Authority Debt Service	$ 612,312	$ 334,156	$ 278,156	54.6%
707 01962	Park Avenue CFD Fund	$ 577,863	$ 577,863	$ -	100.0%
	Total Debt Service Expenditures	**$ 9,376,702**	**$ 8,618,614**	**$ 758,088**	**91.9%**
Enterprise Funds					
501	Airport	$ 1,214,771	$ 397,633	$ 817,138	32.7%
520 05320	Parking Garage Operations	$ 902,566	$ 528,788	$ 373,778	58.6%
520 05330	Parking Enforcement	$ 114,938	$ 58,044	$ 56,894	50.5%
550	Transit	$ 892,763	$ 750,211	$ 142,552	84.0%
	Total Enterprise Fund Expenditures	**$ 3,125,038**	**$ 1,734,676**	**$ 1,390,362**	**55.5%**
Internal Service Funds					
601 01220	Health Self-Insurance	$ 3,883,917	$ 1,677,192	$ 2,206,726	43.2%
602 01220	Worker's Compensation	$ 990,616	$ 419,138	$ 571,478	42.3%
603 03410	Motor Pool	$ 788,394	$ 433,797	$ 354,597	55.0%
	Total Internal Service Fund Expenditures	**$ 5,662,927**	**$ 2,530,126**	**$ 3,132,801**	**44.7%**

CITY OF SOUTH LAKE TAHOE
EXPENDITURE ANALYSIS BY FUND
FISCAL YEAR OCTOBER 2003-SEPTEMBER 2004
BALANCES AS OF MAY 31, 2004
66.67% OF THE YEAR COMPLETE

		BUDGET	ACTUAL	Remaining BUDGET	% Of Budget Spent
Capital Projects - City					
301 40007	Erosion Control Costs	$ 94,023	$ [illegible],926	$ 91,097	3.1%
301 40010	Ski Run SEZ	$ 40,300	$ -	$ 40,300	0.0%
301 40012	Al Tahoe/Pioneer Bijou Creek	$ 900	$ 900	$ -	100.0%
301 40013	Rocky Point	$ 1,469,464	$ 70[illegible],129	$ 766,335	47.8%
301 40014	Glorene/8th Street ECP	$ 3,264,911	$ 13[illegible],767	$ 3,131,144	4.1%
301 40015	Regina Road ECP	$ 16,000	$ -	$ 16,000	0.0%
301 40016	Industrial Tract WQ and SEZ Restoration	$ 9,455	$ -	$ 9,455	0.0%
301 40017	Upper Truckee Restoration	$ 636,000	$ 1[illegible],954	$ 622,046	2.2%
301 40018	Sierra Tract	$ 1,703,771	$ 76,754	$ 1,627,017	4.5%
301 40019	East Pioneer Trail	$ 539,227	$ 144,564	$ 394,663	26.8%
301 40025	ECP Curtem Monitoring Phase II	$ 78,039	$ 18,968	$ 59,071	24.3%
301 40026	Chemical Treatment Study	$ 222,093	$ -	$ 222,093	0.0%
301 40027	Rocky Point Phases 3 and 4	$ 3,168,390	$ 152,863	$ 3,015,527	4.8%
301 50002	Various Intersections	$ 437,477	$ -	$ 437,477	0.0%
301 50003	Harrison Avenue Improvements	$ 54,920	$ -	$ 54,920	0.0%
301 50004	Ski Run Village Improvements	$ 1,154,936	$ 818,302	$ 336,634	70.9%
301 50006	Highway 50 Improvement Projects	$ 16,524	$ -	$ 16,524	0.0%
301 50008	Linear Park Ext/Pine Blvd	$ 2,120	$ 2,620	$ (500)	123.6%
301 50009	South Y Improvements	$ 1,390,473	$ 288,140	$ 1,102,333	20.7%
301 50010	Curb Ramp Installation	$ 24,600	$ -	$ 24,600	0.0%
301 50012	15th Street Bike Trail	$ 95,004	$ 985	$ 94,019	1.0%
301 50014	Lyons/Rufus Allen Sidewalk Improvement	$ 398,200	$ -	$ 398,200	0.0%
301 50015	Tahoe Keys Right Turn Lane	$ 260,000	$ -	$ 260,000	0.0%
301 60001	Bijou Community Park	$ 258,099	$ -	$ 258,099	0.0%
301 60004	Heater/Blower Airstruct Pool	$ 65,000	$ -	$ 65,000	0.0%
301 60009	Recreation Complex Roof	$ 13,787	$ -	$ 13,787	0.0%
301 60010	South Y Transfer Terminal	$ 15,530	$ -	$ 15,530	0.0%
301 60011	Parking Lots Overlay	$ 50,027	$ -	$ 50,027	0.0%
301 60012	Stage Maintenance Expansion	$ 2,000	$ -	$ 2,000	0.0%
301 60015	Equipment & Records Storage	$ 22,930	$ -	$ 22,930	0.0%
301 60016	Services Center Safety Upgrade	$ 23,500	$ -	$ 23,500	0.0%
301 60023	El Dorado Boat Launch	$ 464,435	$ -	$ 464,435	0.0%
301 60025	Ice Skating Facility	$ 4,760	$ 1,396	$ 3,364	29.3%
301 60026	Playground & Site	$ 25,000	$ -	$ 25,000	0.0%
301 60030	Roof at 1700 "D" Street	$ 124,000	$ 51	$ 123,950	0.0%
301 60035	Underground Storage Tank	$ 25,000	$ 6,032	$ 18,968	24.1%
301 60036	Reroof Admin Center	$ -		$ -	#DIV/0!
301 60037	Transit M & O Facility	$ 265,851	$ 89,089	$ 176,763	33.5%
301 60038	LTA Handicap Access	$ 46,250	$ 5,800	$ 40,450	12.5%
301 60039	Above Ground Fuel Tanks	$ 25,000	$ -	$ 25,000	0.0%
301 70000	City CIP - Administration	$ 70,733	$ 12,696	$ 58,037	17.9%
301 70002	Purchase of Pavement Grinder	$ 39,292	$ -	$ 39,292	0.0%
301 70005	Replace Computers/Upgrade IS System	$ 4,675	$ -	$ 4,675	0.0%
301 70008	Software/Hardware Bi-Tech	$ 1,500	$ -	$ 1,500	0.0%
301 70012	South "Y" Community Plan	$ 292,675	$ -	$ 292,675	0.0%
301 70013	Additional Bi-Tech Purchases	$ 22,894	$ -	$ 22,894	0.0%
301 70014	Snow Storage Acquisition	$ 95,000	$ -	$ 95,000	0.0%
302 40003	Trout Creek Restoration	$ 62,235	$ 22,373	$ 39,862	35.9%
303 50000	Unallocated Transportation (RSTP)	$ 707,814	$ 703,820	$ 3,994	99.4%
	Total City CIP Expenditures	**$ 17,804,814**	**$ 3,199,126**	**$14,605,688**	**18.0%**
Capital Projects - Redevelopment					
350 91000	Ski Run Area	$ 54,850	$ 3,742	$ 51,108	6.8%
350 92001	Park Avenue	$ 2,786,483	$ 1,493,737	$ 1,292,746	53.6%
351 99000	Parking Authority CIP	$ 50,000	$ 38,222	$ 11,778	76.4%
	Total Redevelopment CIP Expenditures	**$ 2,891,333**	**$ 1,535,701**	**$ 1,355,632**	**53.1%**
	Total Capital Projects-All Funds	**$ 20,696,147**	**$ 4,734,827**	**$15,961,320**	**22.9%**
	All City Grand Total	**$ 75,276,748**	**$ 35,105,813**	**$40,170,935**	**46.6%**

City of South Lake Tahoe
Transient Occupancy Tax Report
Revenue Collected for the Month of April, 2004

	Collected in This Month 2004	Collected in This Month 2003	Amount Changed (Decrease)	% Change
Monthly Activity:				
Motels	$72,42[illegible].66	$58,597.09	$13,824.57	23.59%
Delinquent Motel Payments	$6,328.81	$10,545.60	($4,216.79)	-39.99%
Realtors/Agents	$35,238.07	$20,257.07	$14,981.00	73.95%
Individual Property Owners	$1,928.14	$2,558.16	($630.02)	-24.63%
Campground	$949.92	$932.38	$17.54	1.88%
Promotion 2%	$38,955.54	$30,963.43	$7,992.11	25.81%
Total TOT	$155,822.14	$123,853.73	$31,968.41	25.81%
Measure Z	$70,502.18	$46,059.00	$24,443.18	53.07%
Total General Fund TOT	$226,324.32	$169,912.73	$56,411.59	33.20%
City Redevelopment TOT	$38,955.54	$30,963.43	$7,992.11	25.81%
Redevelopment Agency TOT	$272,641.25	$233,445.61	$39,195.64	16.79%
Total Month Collections	$537,92[illegible].11	$434,321.77	$103,599.34	23.85%
Cumulative Activity:				
Motels	$807,493.50	$728,819.67	$78,678.83	10.80%
Delinquent Motel Payments	$106,029.50	$32,454.73	$73,574.77	226.70%
Realtors/Agents	$621,793.50	$539,265.82	$82,527.68	15.30%
Individual Property Owners	$70,493.27	$72,784.77	($2,291.50)	-3.15%
Campground	$1,935.08	$2,863.73	($877.65)	-30.65%
Promotion 2%	$535,933.62	$498,470.82	$37,462.80	7.52%
Total TOT	$2,143,731.47	$1,874,659.54	$269,074.93	14.35%
Measure Z	$505,039.12	$267,043.69	$238,045.43	89.14%
Total General Fund TOT	$2,648,823.59	$2,141,703.23	$507,120.36	23.68%
City Redevelopment TOT	$535,933.62	$498,470.82	$37,462.80	7.52%
Redevelopment Agency TOT	$2,554,351.20	$2,409,405.90	$144,945.30	6.02%
Total to Date Collections	$5,739,103.41	$5,049,579.95	$689,528.46	13.66%

City of South Lake Tahoe
Room Rates By Zone
Month of April, 2004

		Gross Rentals Reported	Net Rentals Reported	Total Rooms Available	Rooms Rented	Occupancy Percentage	Average Room Price
67	This Year	$2,840,913.13	$2,714,404.79	113,987	29,074	26%	$97.71
	Last Year	$2,385,179.11		111,930	27,677	25%	$86.18
	Zone 1	$455,734.02		2,057	1,397	1%	$11.53
25	This Year	$507,925.16	$478,661.16	38,285	7,126	19%	$71.28
	Last Year	$368,419.94		33,000	5,869	18%	$62.77
	Zone 2	$139,505.22		5,285	1,257	1%	$8.51
8	This Year	$277,345.97	$269,775.39	18,662	3,904	21%	$71.04
	Last Year	$268,157.17		18,060	4,017	22%	$66.76
	Zone 3	$9,188.80		602	(113)	-1%	$4.28
9	This Year	$121,410.33	$90,231.63	10,540	1,996	19%	$60.83
	Last Year	$126,837.82		9,450	1,956	21%	$64.85
	Zone 4	($5,427.49)		1,090	40	-2%	($4.02)
19	This Year	$103,942.39	$61,227.36	10,261	1,121	11%	$92.72
	Last Year	$98,118.98		7,530	1,506	20%	$65.15
	Zone 5	$5,823.41		2,731	(385)	-9%	$27.57
128	Current	$3,851,536.98	$3,614,300.97	191,735	43,221	23%	$89.11
	Prior YR	$3,246,713.02		179,970	41,025	23%	$79.14
		$604,823.96		11,765	2,196	0%	$9.97

Rental Agent Report (City Wide Information):

30	Current	$606,806.30		30,938	3,555	11%	$170.69
	Prior YR	$299,645.47		21,600	1,812	8%	$165.37
		$307,160.83		9,338	1,743	3%	$5.32

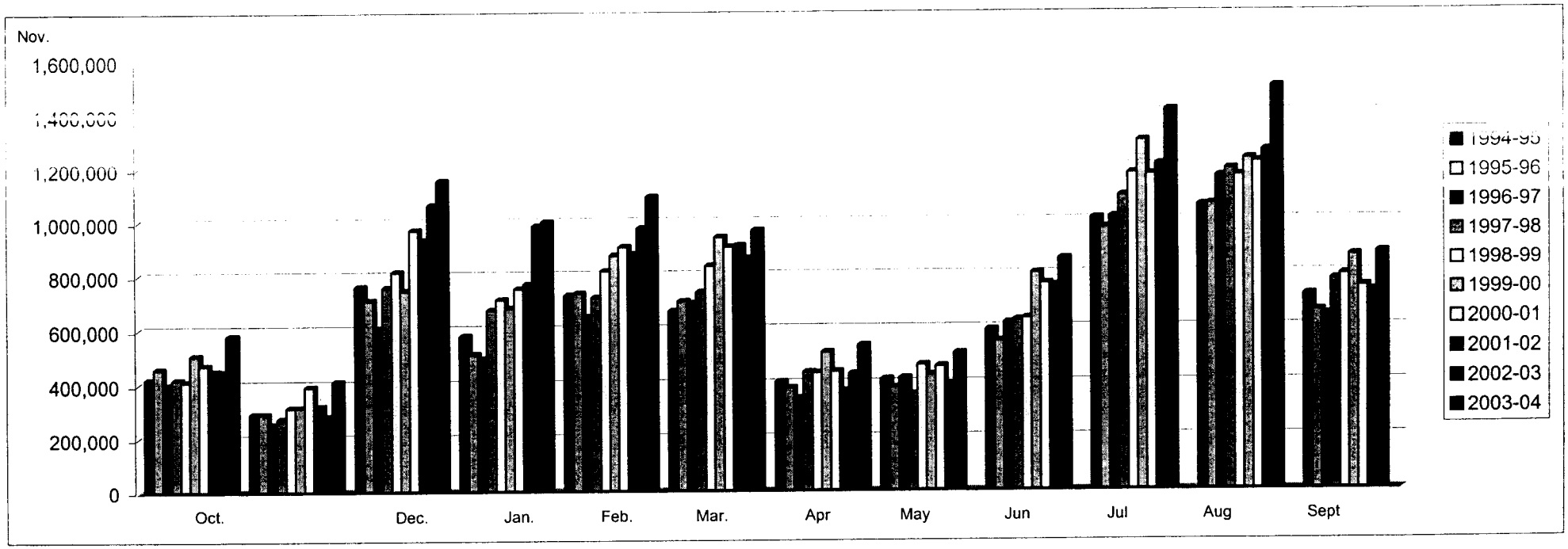
City of South Lake Tahoe
Room Rates By Motel Size
Month of April, 2004

	Gross Rentals Reported	Net Rentals Reported	Total Rooms Available	Rooms Rented	Occupancy Percentage	Average Room Price
This Year	$117,559.29	$69,355.76	10,447	1,108	11%	$106.10
Last Year	$104,078.17		7,020	1,222	17%	$85.17
Units 1-15	$13,481.12		3,427	(114)	-6%	$20.93
This Year	$255,083.33	$185,665.39	35,030	4,196	12%	$60.79
Last Year	$250,035.71		32,400	4,813	15%	$51.95
Units 16-30	$5,047.62		2,630	(617)	-3%	$8.84
This Year	$221,600.67	$198,380.07	21,142	3,696	17%	$59.96
Last Year	$194,116.39		19,350	3,628	19%	$53.51
Units 31-50	$27,484.28		1,792	68	-2%	$6.45
This Year	$384,621.78	$329,463.64	31,155	4,650	15%	$82.71
Last Year	$310,936.97		28,800	4,202	15%	$74.00
Units 51-75	$73,684.81		2,355	448	0%	$8.71
This Year	$724,726.32	$722,685.32	30,876	9,581	31%	$75.64
Last Year	$635,162.00		29,880	8,844	30%	$71.82
Units 76-125	$89,564.32		996.00	737	1%	$3.82
This Year	$2,147,945.59	$2,108,750.79	63,085	19,990	32%	$107.45
Last Year	$1,752,383.78		62,520	18,316	29%	$95.68
Units 126+	$395,561.81		565	1,674	3%	$11.77
Current	$3,851,536.98	$3,614,300.97	91,735	43,221	23%	$89.11
Prior YR	$3,246,713.02		79,970	41,025	23%	$79.14
	$604,823.96		11,765	2,196	0%	$9.97

1995-2004

City of South Lake Tahoe
Transient Occupancy Tax
Collected

YEAR	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	YEAR TOTAL
1994-95	419,980	292,374	758,959	576,290	723,987	665,345	405,070	414,015	593,198	1,008,181	1,055,793	718,455	7,631,647
1995-96	458,118	290,914	707,190	508,806	731,374	700,614	383,129	383,175	552,577	972,673	1,060,550	659,231	7,408,351
1996-97	399,067	253,532	604,571	493,319	644,040	693,094	346,418	418,449	619,566	1,012,734	1,164,022	644,441	7,293,253
1997-98	419,336	273,756	755,004	670,682	716,253	734,534	441,143	359,349	628,564	1,092,812	1,190,342	775,590	8,057,365
1998-99	411,446	315,056	812,592	709,735	814,545	833,309	439,472	466,691	635,652	1,176,658	1,166,196	794,222	8,575,574
1999-00	506,320	315,999	742,988	677,743	872,884	940,787	512,912	430,019	803,273	1,296,910	1,228,284	866,769	9,194,888
2000-01	471,660	391,626	969,728	749,263	904,288	904,150	443,205	461,291	764,496	1,171,347	1,216,422	749,658	9,197,134
2001-02	450,746	320,670	932,452	765,793	878,125	908,407	372,727	395,921	755,469	1,208,245	1,258,154	733,077	8,979,787
2002-03	447,628	282,313	1,064,371	984,375	974,983	861,587	434,322	508,626	857,298	1,408,887	1,494,317	877,889	10,196,597
2003-04	578,107	410,442	1,154,432	999,534	1,092,756	965,916	537,921						5,739,108

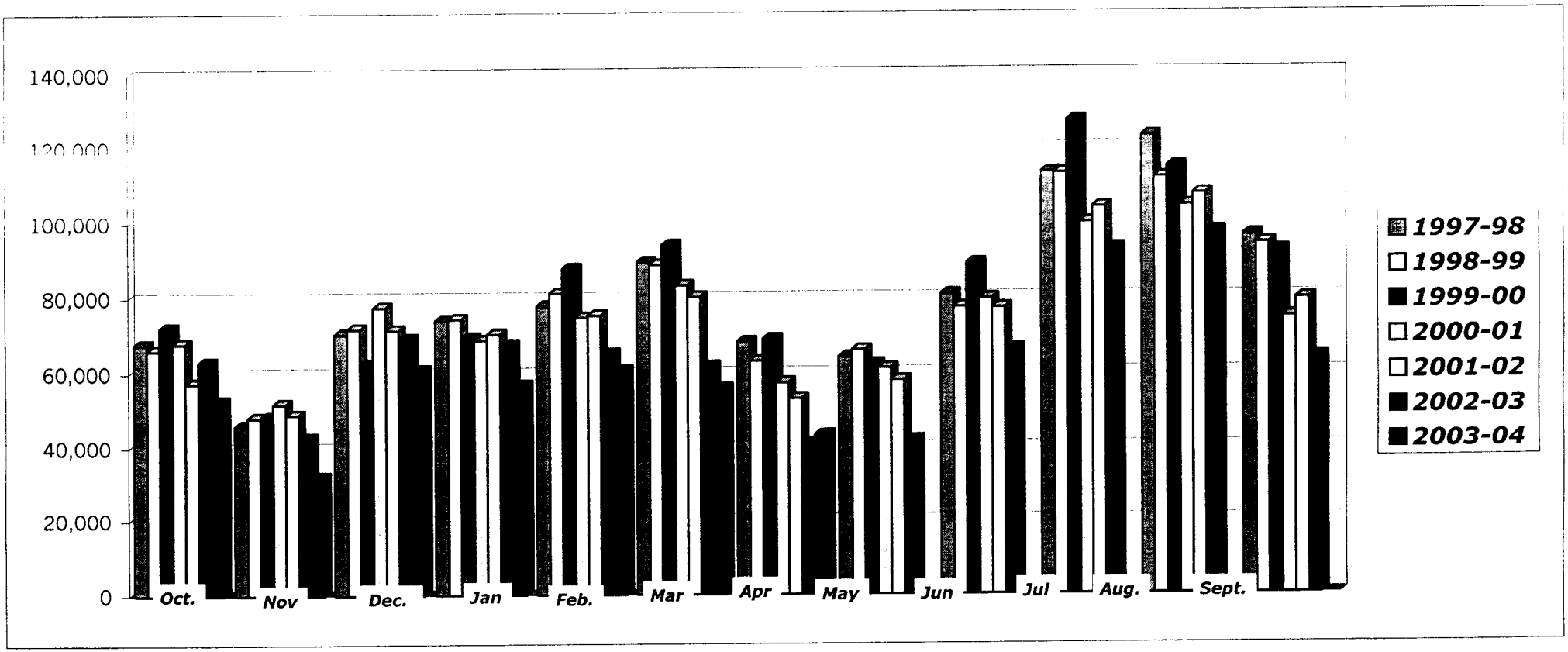


Source: City of South Lake Tahoe T.O.T. Reports

1997-2004

City of South Lake Tahoe
Rooms Rented

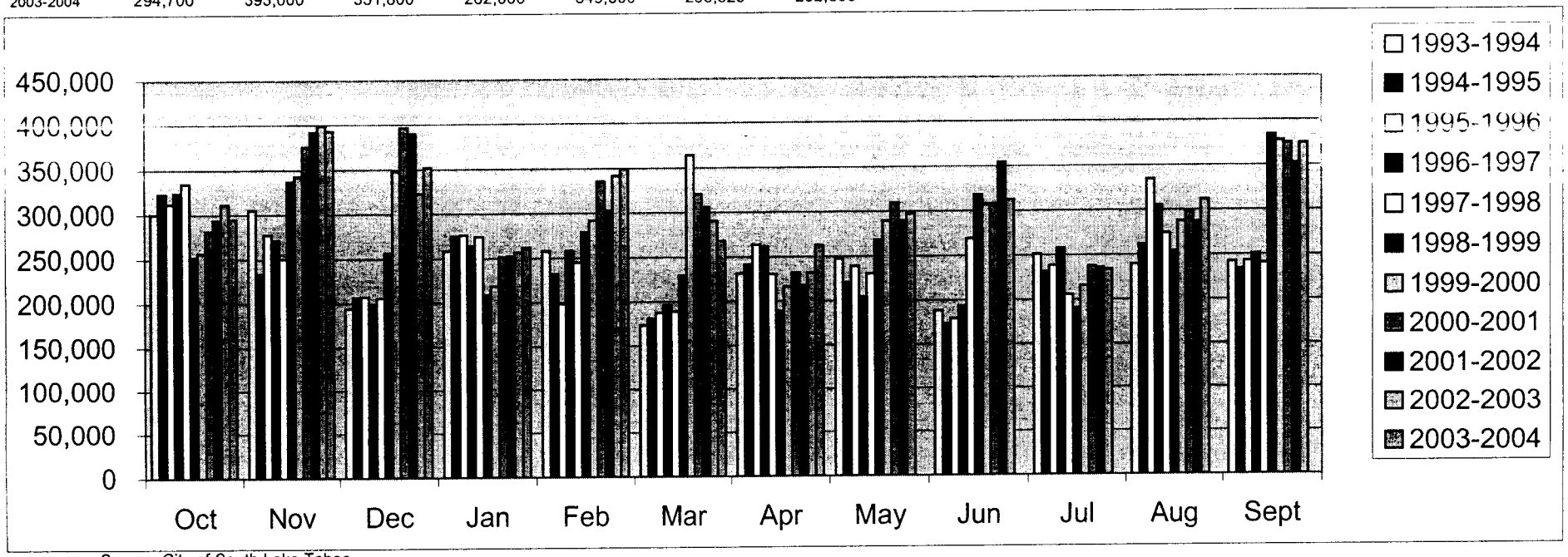
	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug	Sept.	Year Total
1997-98	67,690	46,061	70,356	73,974	77,682	89,372	68,080	64,012	80,614	113,217	122,813	96,175	970,046
1998-99	66,109	48,180	71,680	74,251	81,085	88,594	63,029	65,860	77,188	112,923	111,737	94,014	954,650
1999-00	72,114	48,411	62,382	69,250	87,679	93,936	68,779	62,109	88,796	127,089	114,693	91,955	987,193
2000-01	67,912	51,886	77,343	68,694	74,620	83,124	57,308	61,135	79,467	99,732	104,220	74,443	899,884
2001-02	57,395	48,949	71,335	70,255	75,130	80,036	53,083	57,854	77,018	103,790	107,317	79,272	881,434
2002-03	63,007	42,623	68,993	67,488	64,990	61,668	41,025	41,792	65,953	92,738	97,237	63,760	771,274
2003-04	52,697	31,996	60,755	56,692	60,665	55,779	43,221						361,805



CITY OF SOUTH LAKE TAHOE
1993-2004 SALES TAX

(CASH BASIS)

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
1993-1994	300,200	305,314	194,100	258,800	258,361	173,700	231,600	247,624	188,300	251,100	239,620	242,500	2,891,219
1994-1995	323,300	233,866	206,300	275,000	232,017	181,100	241,500	220,546	173,600	231,500	261,804	234,000	2,814,533
1995-1996	312,000	277,520	207,200	276,200	198,446	187,600	263,800	239,223	178,900	238,600	334,257	243,000	2,956,747
1996-1997	324,000	271,561	198,400	264,600	258,149	196,400	261,900	204,424	193,500	258,000	305,269	251,000	2,987,203
1997-1998	334,600	250,462	205,700	274,300	245,136	188,900	230,700	230,700	269,101	205,800	274,400	240,767	2,950,566
1998-1999	252,400	336,500	256,530	209,100	278,800	229,792	188,900	268,200	317,991	190,700	254,200	383,398	3,166,511
1999-2000	257,000	342,700	347,964	218,900	291,900	364,225	216,600	289,339	308,060	215,800	287,800	377,290	3,517,579
2000-2001	281,600	375,400	396,313	251,600	335,400	320,705	232,100	309,500	308,066	237,700	298,100	374,405	3,720,890
2001-2002	293,800	391,700	389,544	252,400	303,200	306,274	217,800	289,600	354,263	236,200	287,100	351,889	3,673,770
2002-2003	311,200	399,000	322,880	256,300	341,700	290,728	232,100	297,600	312,207	234,000	312,000	374,213	3,683,928
2003-2004	294,700	393,000	351,800	262,000	349,300	268,323	262,800						2,181,923



Source: City of South Lake Tahoe

3

3

CITY OF SOUTH LAKE TAHOE

ORDINANCE NO 942

AN ORDINANCE ADDING SECTION 2-2.5 TO ARTICLE II OF CHAPTER 2 OF THE SOUTH LAKE TAHOE CITY CODE AUTHORIZING THE USE OF MAIL BALLOT ELECTIONS

The City Council of the City of South Lake Tahoe does hereby ordain as follows:

Section 1. Enactment. Section 2-2.5 is hereby added to the City of South Lake Tahoe Municipal Code as designated in Exhibit "A" attached hereto and incorporated herein by reference.

Section 2. Summary Publication. Within fifteen (15) days after final adoption of this Ordinance, the City Clerk shall have a summary of the ordinance prepared by the City Attorney and published as required.

Section 3. Effective Date. This ordinance shall take effect thirty (30) days after its adoption.

FIRST READING: July 6, 2004

SECOND READING: July 20, 2004

PASSED AND ADOPTED by the City Council of the City of South Lake Tahoe at a regular meeting held on July 20, 2004, by the following vote:

AYES: Councilmembers DAVIS, LOVELL, BROWN, COLE & UPTON

NOES: Councilmembers

ABSENT: Councilmembers

ABSTAIN: Councilmembers

Tom Davis, Mayor

ATTEST:

Susan Alessi, City Clerk (City Seal)

Exhibit "A"

2-2.5 . Mail Ballot Elections. The City Council of the City of South Lake Tahoe authorizes to conduct elections wholly by mail ballot. The subjects approved for all-mail ballot elections may be as follows:

1. Any election to approve a special tax or a general tax as required or authorized by Article XIIIC of the California Constitution.
2. Any election to approve a property-related fee or charge as required or authorized by Article XIIID of the California Constitution.
3. Any assessment ballot proceeding required or authorized by Article XIIID of the California Constitution; provided that such proceeding shall be denominated an "assessment ballot proceeding" rather than an election.

The City Council shall determine whether an election will be conducted by mail at the time the election is called. Actions of the City Council pursuant to this section shall be set forth in a resolution approved at a regular or special meeting of the City Council. Elections shall not occur on the same date as a statewide direct primary or statewide general election.
(Elections Code Sections 4000(c)(9) and 4100 et seq.)

Tahoe Daily **Tribune**

Proof and Statement of Publication

3079 Harrison Avenue,
South Lake Tahoe, CA 96150
Phone (775) 881-1201
Fax (775) 887-2408

Account Number: #03100582

City of South Lake Tahoe
City Clerk Attn: Susan Alessi
1052 Tata Lane
So. Lake Tahoe, CA. 96150

VICTORIA CRUMP says:
That (s)he is a legal clerk of the **TAHOE DAILY TRIBUNE**, a daily newspaper published at South Lake Tahoe, in the State of California.

Legal Publication of Ordinance No. 942
Entitiled: **adding section 2-2.5 to Article II of Chapter 2. Use of mail ballot elections**
Ad# 03515040

of which a copy is hereto attached, was published in said newspaper for the full required period of **1 time** commencing on **July 28 , 2004** and ending on **July 28 2004,** all days inclusive.

Signed: Victoria C Crump

STATEMENT:

Date	Amount	Credit	Balance
7/28/04	59.24		59.24

LEGAL PUBLICATION OF ORDINANCE NO. 942 ENTITLED: AN ORDINANCE ADDING SECTION 2-2.5 TO ARTICLE II OF CHAPTER 2 OF THE SOUTH LAKE TAHOE CITY CODE AUTHORIZING THE USE OF MAIL BALLOT ELECTIONS
(City Clerk's Summary)

On July 20, 2004, the City Council of South Lake Tahoe adopted an ordinance adding Section 2-2.5 to Article II of Chapter 2 of the South Lake Tahoe City Code authorizing the use of mail ballot elections.

The ordinance is summarized by the City Clerk as follows:

The State of California Elections Code provides that any election or assessment ballot proceeding required or authorized by Article XIIIC or XIIID of the California Constitution may be conducted wholly by mail if it meets the legal requirements as set forth in the State of California Constitution and the State of California Elections Code. The ordinance will allow the City Council the ability to call for a special election by the adoption of a Resolution Calling a Special Municipal Election

Some of the advantages cited by cities who have used mail ballot elections are:

* higher voter turnout (10% to 20% increase);

* lower election costs (the costs of mailing, including return envelopes and return postage, are less than precinct costs)

* higher participation population voter turnout (mail ballot elections have been helpful to the elderly, disabled, homebound, those with job constraints, those with child care problems, and students.

SUSAN ALESSI, CITY CLERK
1052 Tata Lane
South Lake Tahoe, CA 96150
(530) 542-6004

Pub: July 28, 2004 **Ad#03515040**

LEGAL PUBLICATION OF ORDINANCE
NO. 942 ENTITLED: AN ORDINANCE ADDING SECTION 2-2.5 TO ARTICLE II OF CHAPTER 2 OF THE SOUTH LAKE TAHOE CITY CODE AUTHORIZING THE USE OF MAIL BALLOT ELECTIONS
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Susan Alessi

SUSAN ALESSI, CITY CLERK
1052 Tata Lane
South Lake Tahoe, CA 96150
(530) 542-6004

NOTE TO TAHOE TRIBUNE ONLY: Please publish on Wednesday, July 28, 2004. Please provide affidavit of publication.

4

4

City of South Lake Tahoe

"making a positive difference now"

Our Mission is:

Working together to create the best future for our community

STAFF REPORT
FOR THE CITY COUNCIL MEETING OF JULY 20, 2004

TO: Catherine L. DiCamillo, City Attorney
FROM: Angie Karhu, Risk Management Coordinator
DATE: July 6, 2004
RE: Claim of Lawrence J. Winking, Attorney for Claimant Cindi Martin

RECOMMENDED ACTION:
Adopt resolution denying claim.

ISSUE STATEMENT AND DISCUSSION
This claim was filed on June 11, 2004, by Lawrence J. Winking, Attorney for Claimant Cindi Martin. Claimant demands $500,000.00 for personal injuries allegedly suffered when she slipped and fell on an icy sidewalk on the north side of Highway 50 near Stateline. The claim alleges personal injuries were a direct result of negligence by the City of South Lake Tahoe in not removing ice from the sidewalk. It is the recommendation of the Risk Management Coordinator and the City Attorney that this claim be denied by action of the Council on the grounds that the City has no liability in this matter as the sidewalk is in CalTrans' right-of-way and is the responsibility of the California Department of Transportation to maintain.

POLICY and/or FINANCIAL IMPLICATIONS:
Covered by our self-insurance program through PARSAC. Liability, none.

Angie Karhu

Angie Karhu
Risk Management Coordinator

APPROVED:

Catherine L. DiCamillo

Catherine L. DiCamillo, City Attorney

\liability\staffreport072004

CENTRAL RECORDS
FILE No.: 1003
1023

LAW OFFICES OF
LAWRENCE J. WINKING
A Professional Corporation
777 E. William Street, Suite 206
Carson City, NV 89701
Telephone: 775.888.9465
Fax: 775.888.9445
E-Mail: winkingl@nvbell.net
Licensed in Nevada and California

RECEIVED
JUN 11 2004
CITY CLERK'S OFFICE
CITY OF SOUTH LAKE TAHOE

Tax ID: 20-0547109

June 8, 2004

City of South Lake Tahoe
1052 Tata Lane
South Lake Tahoe, CA 96150

Re: Cindi Martin

Dear Liability Claims:

Enclosed is a Government Entity Claim for filing with you. I have included a stamped "copy" that I ask that you document "received" or "filed", and return to me in the enclosed envelope.

Yours very truly,

Lawrence J. Winking

LJW/kjs
Encl.
cc: Laub & Laub (Attn: Joe Laub)

CITY OF SOUTH LAKE TAHOE

RESOLUTION NO. 2004-44

A RESOLUTION DENYING THE CLAIM OF LAWRENCE J. WINKING ATTORNEY FOR CLAIMANT CINDI MARTIN

RESOLVED, by the City Council of the City of South Lake Tahoe that;

WHEREAS, this claim was filed on June 11, 2004, by Lawrence J. Winking, Attorney for Claimant Cindi Martin. Claimant demands $500,000.00 for personal injuries allegedly suffered when she slipped and fell on an icy sidewalk on the north side of Highway 50 near Stateline. The claim alleges personal injuries were a direct result of negligence by the City of South Lake Tahoe in not removing ice from the sidewalk; and

WHEREAS, said claim is based upon the allegations set forth in materials identified collectively as "Exhibit A", a copy of which is attached hereto; and

WHEREAS, it is the recommendation of the Risk Management Coordinator and the City Attorney that the above claim should be denied by action of the City Council on the basis that there is no City liability as the sidewalk is in CalTrans' right-of-way and is the responsibility of the California Department of Transportation to maintain.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED THAT:

Upon consideration and review of all currently available information, the City Council hereby rejects the claim of Lawrence J. Winking, attorney for Claimant Cindi Martin.

PASSED AND ADOPTED by the City Council of the City of South Lake Tahoe on July 20, 2004, by the following vote:

AYES: Councilmembers DAVIS, LOVELL, BROWN, COLE & UPTON

NOES: Councilmembers _____

ABSENT: Councilmembers _____

ABSTAIN: Councilmembers _____

TOM DAVIS, MAYOR

ATTEST:

Susan Alessi, City Clerk
(City Seal)

\liability\martinc\resolution072004

LIABILITY CLAIM FORM
FOR DAMAGES TO PERSON OR PROPERTY
CITY OF SOUTH LAKE TAHOE
1052 TATA LANE
SOUTH LAKE TAHOE, CA 96150

COPY

1. Read entire form before completing. Please print.
2. Attach separate sheets, if necessary, to give full details.
3. Claims generally must be filed no later than six (6) months after the occurrence. (EFFECTIVE JANUARY 1, 1988)

CINDI MARTIN
Name of Claimant

12/28/03
Date of Incident

10:30 AM
Time of Incident

P.O. BOX 19043 SOUTH LAKE TAHOE, CA 96150
Mailing Address

SEE BELOW
Place of Incident

3794 MONTREAL ROAD #514, SLT
Street Address

Was there a Police Report? NO

Was there bodily injury? YES

City State Zip 96150

Did the Fire Dept/Ambulance Respond? YES

49 530.544.6481
Age Home Phone Bus. Phone

Where was injured taken? BARTON MEMORIAL HOSPITAL

By whom? SOUTH LAKE TAHOE FIRE DEPT

Notice to be sent to (if other than claimant): LAWRENCE J. WINTERS ATTORNEY
Name Relationship to Claimant Age

777 E WILLIAM ST #206 CARSON CITY NV 89701 775.888.9465
Mailing/Street Address City State Home Phone Bus. Phone

How did damage or injury occur? SLIPPED & FELL ON ICE ON SIDEWALK ALONGSIDE HWY 50 NEAR THE STATE LINE. NORTH SIDE OF HWY

Attach a diagram showing direction and positions of automobiles or property involved, clearly designating points of contact (if applicable).

What particular act or omission do you claim caused the injury or damage? (Give names of City employee(s) involved, if known).

NO ICE REMOVAL ON SIDEWALK. CITY EMPLOYEES UNKNOWN

Names and addresses of witnesses: MANY PEOPLE WERE PRESENT. KEVIN, BARTENDER AT MR. P'S PUB, SAW THE INCIDENT

Amount of claim: $500,000 How was amount of claim computed? (Attach two (2) repair estimates, doctor bills, pay stubs, etc.)

ATTORNEY EVALUATION

ALL QUESTIONS MUST BE ANSWERED. OMITTING INFORMATION MAY MAKE YOUR CLAIM LEGALLY INSUFFICIENT.

I have read the foregoing claim and know the contents thereof and certify that the same is true of my own knowledge except as to those matters which are here stated upon my information and belief and as to those matters I believe it to be true. I declare under penalty of perjury that the foregoing is true and correct.

Signature of Claimant or Person Acting on His/Her Behalf

Date 6/7/04

LAWRENCE J. WINTERS - Attorney for Plaintiff
Print Name

NOTE: PRESENTATION OF A FALSE CLAIM IS A FELONY (PENAL CODE §72)

EXHIBIT A

Rev: 04/07/03

City of South Lake Tahoe

"making a positive difference now"

NOTICE OF DENIAL OF CLAIM FOR DAMAGES
PRESENTED BY AN ATTORNEY

Lawrence J. Winking, Esq.
777 E. William St. #206
Carson City, NV 89701

Claimant: Cindi Martin

NOTICE IS HEREBY GIVEN that on July 20, 2004, the City Council denied your claim that was presented to the City of South Lake Tahoe on June 11, 2004.

The claim was rejected on the following grounds:

1. The legal liability of the City of South Lake Tahoe is disputed.

2. The amount justly due, if any, is disputed.

WARNING

Under California State law, you have only six (6) months from the date this notice was deposited in the first class mail to file action regarding this claim. Federal laws differ and may require filing within a shorter period of time. See Government Code Section 945.6 for the applicable state law. You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

DATED: July 22, 2004.

Susan Alessi, City Clerk

Enclosures

Resolution No. 2004-44
Certified Receipt No. 7002 2410 0007 8597 6983

c: Risk Management Coordinator

Susan Alessi, CMC, City Clerk · (530) 542-6004
Administrative Center · 1052 Tata Lane · South Lake Tahoe, CA 96150-6324 · (530) 542-7411 FAX
salessi@ci.south-lake-tahoe.ca.us

7002 2410 0007 8597 6983

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

Postage	$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 4.42

Postmark Here

Sent To: City Clerk - City of So. Lake Tahoe
Street, Apt. No.; or PO Box No.: 1052 Tata Lane
City, State, ZIP+4: So. Lake Tahoe, CA 96150

PS Form 3800, June 2002 — See Reverse for Instructions

Claim of Lawrence Winking

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Lawrence J. Winking, Esq
777 E. William St. #206
Carson City, NV 89701

COMPLETE THIS SECTION ON DELIVERY

A. Signature: X L Williams — ☒ Agent ☐ Addressee

B. Received by (Printed Name): T. Williams — C. Date of Delivery: 7-23

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label): 7002 2410 0007 8597 6983

PS Form 3811, August 2001 — Domestic Return Receipt — 102595-02-M-1540

5

5

City of South Lake Tahoe

"making a positive difference now"

Our Mission is:

Working together to create the best future for our community

STAFF REPORT
FOR THE CITY COUNCIL MEETING OF JULY 20, 2004

TO: Catherine L. DiCamillo, City Attorney
FROM: Angie Karhu, Risk Management Coordinator
DATE: July 6, 2004
RE: Claim of Michael Kelly, Attorney for Claimant Vern West

RECOMMENDED ACTION:
Adopt resolution denying claim.

ISSUE STATEMENT AND DISCUSSION:
This claim was filed on June 16, 2004, by Michael Kelly, Attorney for Claimant Vern West. Claimant demands in excess of $25,000.00 for personal injuries allegedly suffered when he slipped and fell walking on a path in the Royal Valhalla. Claimant alleges that the sidewalk on or near the Royal Valhalla is not well lit, nor was the sidewalk treated with salt or sand. As a result the Claimant alleges he slipped on black ice sustaining serious bodily injuries, including a broken hip and broken leg. The claim alleges personal injuries were a direct result of negligence by the City of South Lake Tahoe as the path he slipped on was defectively designed and/or maintained and constituted a dangerous condition. It is the recommendation of the Risk Management Coordinator and the City Attorney that this claim be denied by action of the Council on the grounds that the City has no liability in this matter as there are no walkways on or about the Royal Valhalla property which are on public property. Any improvements are constructed and maintained by private parties.

POLICY and/or FINANCIAL IMPLICATIONS:
Covered by our self-insurance program through PARSAC. Liability, none.

Angie Karhu

Angie Karhu
Risk Management Coordinator

APPROVED:

Catherine L. DiCamillo

Catherine L. DiCamillo, City Attorney

CENTRAL RECORDS
FILE No.: 1002
1033

\liability\staffreport072004

Office of the City Attorney · Risk Management Division · South Lake Tahoe, California 96150-6324 · (530) 542-6063 · (530) 542-4054 FAX

PROCEDURES
FOR FILING A LIABILITY CLAIM AGAINST THE

CITY OF SOUTH LAKE TAHOE

1. Read and complete the entire claim form

2. Print clearly

3. Claims generally must be filed no later than 6 months after the occurrence

4. Give as much information as possible. Claims without adequate information will be returned to you as insufficient, with no action taken by the City. You will then have to file the claim including the required information. Attach 2 repair estimates and copies of all bills, etc. Also, attach a diagram of the accident if applicable.

5. If you want a copy of your claim or any attachments, please have copies made prior to filing your claim with the City. The City CAN NOT make copies for you.

6. Mail the completed claim form to;

   City of South lake Tahoe
   Attn: Risk Management
   1052 Tata Lane
   South Lake Tahoe, CA 96150

7. BY MAIL, the City will respond to you within 45 days from the date of filing, regarding it's decision on your claim.

CITY OF SOUTH LAKE TAHOE

RESOLUTION NO. 2004-45

A RESOLUTION DENYING THE CLAIM OF MICHAEL KELLY ATTORNEY FOR CLAIMANT VERN WEST

RESOLVED, by the City Council of the City of South Lake Tahoe that;

WHEREAS, this claim was filed on June 16, 2004, by Michael Kelly, Attorney for Claimant Vern West. Claimant demands in excess of $25,000.00 for personal injuries allegedly suffered when he slipped and fell walking on a path in the Royal Valhalla. Claimant alleges that the sidewalk on or near the Royal Valhalla is not well lit, nor was the sidewalk treated with salt or sand. As a result the Claimant alleges he slipped on black ice sustaining serious bodily injuries, including a broken hip and broken leg. The claim alleges personal injuries were a direct result of negligence by the City of South Lake Tahoe as the path he slipped on was defectively designed and/or maintained and constituted a dangerous condition; AND

WHEREAS, said claim is based upon the allegations set forth in materials identified collectively as "Exhibit A", a copy of which is attached hereto; AND

WHEREAS, it is the recommendation of the Risk Management Coordinator and the City Attorney that this claim be denied by action of the Council on the grounds that the City has no liability in this matter as there are no walkways on or about the Royal Valhalla property which are on public property. Any improvements are constructed and maintained by private parties.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED THAT:

Upon consideration and review of all currently available information, the City Council hereby rejects the claim of Michael Kelly, attorney for Claimant Vern West.

PASSED AND ADOPTED by the City Council of the City of South Lake Tahoe on July 20, 2004, by the following vote:

AYES: Councilmembers DAVIS, LOVELL, BROWN, COLE & UPTON

NOES: Councilmembers _____

ABSENT: Councilmembers _____

ABSTAIN: Councilmembers _____

TOM DAVIS, MAYOR

ATTEST:

Susan Alessi, City Clerk
(City Seal)

CITY OF SOUTH LAKE TAHOE 19 65 CALIFORNIA

LIABILITY CLAIM FORM
FOR DAMAGES TO PERSON OR PROPERTY
CITY OF SOUTH LAKE TAHOE
1052 TATA LANE
SOUTH LAKE TAHOE, CA 96150

1. Read entire form before completing. Please print.
2. Attach separate sheets, if necessary, to give full details.
3. Claims generally must be filed no later than six (6) months after the occurrence. (EFFECTIVE JANUARY 1, 1988)

Vern West
Name of Claimant

12/14/03
Date of Incident

4:30pm
Time of Incident

856 Stateline Avenue
Mailing Address

Royal Valhalla, 4104 Lakeshore Blvd South Lake Tahoe, CA 96150
Place of Incident

Street Address

Was there a Police Report? No

Was there bodily injury? Yes

South Lake Tahoe, CA 96150
City State Zip

Did the Fire Dept/Ambulance Respond? Yes

73 (530) 541-8143
Age Home Phone Bus. Phone

Where was injured taken? Barton Hospital

By whom?

Notice to be sent to (if other than claimant): Miner & Kelly, LLP attorney
Name Relationship to Claimant Age

813 F Street, Sacramento, CA (916) 325-9010
Mailing/Street Address City State Home Phone Bus. Phone

How did damage or injury occur? See attached

Attach a diagram showing direction and positions of automobiles or property involved, clearly designating points of contact (if applicable).

What particular act or omission do you claim caused the injury or damage? (Give names of City employee(s) involved, if known).

See attached

Names and addresses of witnesses: None

Amount of claim: amount exceeds $25,000.00; according to proof How was amount of claim computed? (Attach two (2) repair estimates, doctor bills, pay stubs, etc.)

Medical records are being obtained

ALL QUESTIONS MUST BE ANSWERED. OMITTING INFORMATION MAY MAKE YOUR CLAIM LEGALLY INSUFFICIENT.

I have read the foregoing claim and know the contents thereof and certify that the same is true of my own knowledge except as to those matters which are here stated upon my information and belief and as to those matters I believe it to be true. I declare under penalty of perjury that the foregoing is true and correct.

Signature of Claimant or Person Acting on His/Her Behalf

June 14, 2004
Date

Michael R. Kelly
Print Name

NOTE: PRESENTATION OF A FALSE CLAIM IS A FELONY (PENAL CODE §72)

Rev: 04/07/03

EXHIBIT A

PROOF OF SERVICE

Case Name: Vern West v. City of Sacramento
Court: To Be Determined
Case No.: To Be Determined

I am a resident of the United States and of the State of California. I am employed in the County of Sacramento. My business address is 813 F Street, Sacramento, California 95814. My business telephone number is (916) 325-9010; Fax (916) 325-9014. I am over the age of eighteen years. I am not a party to the within action or proceeding. On this date, I served the following:

LIABILITY CLAIM FORM

I am familiar with the practice of the Law Offices of Miner & Kelly, LLP for the collection and processing of correspondence for mailing with the United States Postal Service. In accordance with the ordinary course of business, the above-mentioned document(s) would have been deposited with the United States Postal Service on the same day on which it was placed at the Law Offices of Miner & Kelly LLP.

__XX__ by placing, or causing to be placed, a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Sacramento, California, addressed as set forth below. (CCP §1012, 1013, and 1013(a)) ***sent via certified mail***

_____ by personally delivering, or causing to be delivered, a true copy thereof to the person(s) and a the address(es) set forth below. (CCP §1011) TIME: _____ PERSON SERVED: _____

_____ by causing a true copy thereof to be delivered to the person(s) at the address(es) set forth below, by and/or through the services of:

a. _____ Federal Express
b. _____ Express Mail
c. _____ FAX (Followed by First Class Mail; Rules of Court §2009 and §2010) Pursuant to Rules of Court §2009(I)(3), this document was sent by facsimile transmission and this transmission was reported as complete and without error. A copy of this transmission report shall be attached to this proof of service and kept with the file.

City of South Lake Tahoe
Attn: Risk Management
1052 Tata Lane
South Lake Tahoe, CA 96150

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 6/14/04 at Sacramento, California

Debbie M. Drewick

Attachment to Claim Against City of South Lake Tahoe

This case arises out of an incident that occurred on December 14, 2003. Claimant Vern West was walking on a path in the Royal Valhalla, in the City of South Lake Tahoe, County of El Dorado. The sidewalk on or near the Royal Valhalla is not well lit, nor was the sidewalk treated with salt or sand. As a result, Claimant slipped on black ice sustaining serious bodily injuries, including but not limited to a broken hip and broken leg.

Claimant herein alleges that the subject path was defectively designed and/or maintained and that it constitutes a dangerous condition of public property that creates an unreasonable risk of harm to due care users.

Claimant further alleges that the City of South Lake Tahoe, by and through its employees and/or agents, was on actual notice of the aforementioned dangerous condition of public property and failed to take corrective actions, such as providing adequate light and salting or sanding the sidewalk to protect the public against slipping on black ice.

Claimant is informed and believes that the incident was caused in whole or in part as a result of negligence and/or wrongful conduct on the part of Respondent for designing, constructing, and maintaining the subject path, despite having actual notice that it created a dangerous condition by forcing pedestrians to negotiate a dark unlit pathway without sanding or salting the path for the protection of slipping.

Claimant further alleges that Respondent was negligent in failing to adequately warn of the dangerous condition with proper signage, and in failing to make the subject pathway safer by the installation of adequate lighting.

Claimant alleges that Respondent had both actual and constructive notice of the dangers posed by the inadequately controlled walkway in that Respondent knew, or, through the exercise of reasonable care, should have known, that said pathway would be likely to

cause injury to Claimant and others similarly situated, and failed to take appropriate corrective action or warn of said dangers.

Claimant further alleges that Respondent was negligent in the hiring and/or supervision of its agents, employees, contractors and/or subcontractors, and said negligence caused, in whole or in part, the incident described in paragraphs above.

The name or names of public employee(s) or employer(s) causing the injury, damage, and/or loss are not fully known. However, Claimant is informed and believes that Respondent and its employees, agents, contractors, and/or subcontractors are among those responsible for the acts and/or omissions described above.

Claimant prays judgment against Respondent as follows:

1. For special damages, the amount of which is currently unknown;
2. For general damages;
3. For costs of suit incurred herein and
4. For such other and further relief as the Court may deem proper.

Jurisdiction over this claim would rest in the Superior Court since the estimated amount of any perspective injury, damage, or loss, insofar as it may bee known at this time, including general and special damages, respectfully exceeds $25,000.00.

City of South Lake Tahoe

"making a positive difference now"

NOTICE OF DENIAL OF CLAIM FOR DAMAGES
PRESENTED BY AN ATTORNEY

Micheal Kelly, Esq.
Law Offices of Miner & Kelly, LLP
813 F Street
Sacramento, CA 95814

Claimant: Vern West

NOTICE IS HEREBY GIVEN that on July 20, 2004, the City Council denied your claim that was presented to the City of South Lake Tahoe on June 16, 2004.

The claim was rejected on the following grounds:

1. The legal liability of the City of South Lake Tahoe is disputed.

2. The amount justly due, if any, is disputed.

WARNING

Under California State law, you have only six (6) months from the date this notice was deposited in the first class mail to file action regarding this claim. Federal laws differ and may require filing within a shorter period of time. See Government Code Section 945.6 for the applicable state law. You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

DATED: July 22, 2004.

Susan Alessi, City Clerk

Enclosures

Resolution No. 2004-45
Certified Receipt No. 7002 2410 0007 8597 7003

c: Risk Management Coordinator

Susan Alessi, CMC, City Clerk · (530) 542-6004
Administrative Center · 1052 Tata Lane · South Lake Tahoe, CA 96150-6324 · (530) 542-7411 FAX
salessi@ci.south-lake-tahoe.ca.us

7002 2410 0007 8597 7003

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

Postage	.60
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 4.65

Postmark Here

Sent To: City Clerk - City of So. Lake Tahoe
Street, Apt. No. or PO Box No.: 1052 Tata Lane
City, State, ZIP+4: So. Lake Tahoe, CA 96150

PS Form 3800, June 2002 — See Reverse for Instructions

SENDER:

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Micheal Kelly, Esq
Law Offices of Miner and Kelly
813 F Street
Sacramento, CA 95814

A. Signature: D. Drewick ☐ Agent ☐ Addressee

B. Received by (Printed Name): D. Drewick — C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from service label)* 7002 2410 0007 8597 7003

PS Form 3811, August 2001 — Domestic Return Receipt — 102595-02-M-1540

6

6

City of South Lake Tahoe

"making a positive difference now"

Our Mission is:

Working together to create the best future for our community

STAFF REPORT
FOR THE CITY COUNCIL MEETING ON JULY 20, 2004

TO: David Jinkens, City Manager
FR: Nancy Jones, Purchasing Agent
DT: July 13, 2004
RE: Formal Bid No. 2004-02, Work Garment and Linen Services

RECOMMENDATIONS:

Award subject agreement to Alsco in the estimated amount of $ 16,678.18 per year, for a three-year contract period.

ISSUE STATEMENT AND DISCUSSION:

Formal bid packages were sent to four (4) prospective bidders for supplying work garments and linen service to various employees and departments within the City. Two (2) bidders responded as follows:

COMPANY	LOCATION	LINEN P/YR	UNIFORM P/YR	TOTAL EST.
Alsco	Reno, NV	$ 9,013.38	$ 7,664.80	$ 16,678.18
Aramark Uniform Service	Sparks, NV	$ 8.746.68	$ 8,320.52	$ 17,067.20

Alsco has been the city's awarded contractor for the past seven years and has done a very satisfactory job during the three contract periods that have spanned this time period. This contract pricing is 10% lower than the last contract awarded over three years ago! Actual monthly payments may vary slightly depending on departmental inventory fluctuations Staff is recommending that this bid be awarded to Alsco, the lowest bidder meeting all specifications.

FINANCIAL and/or POLICY IMPLICATIONS

Following general practice, Purchasing compiled a bidder's list consisting of all interested vendors who have requested placement on this type of commodity listing.

Adequate funds for work garments and linen service have been included in the current 2003/2004 fiscal year department budgets.

Nancy S. Jones

Nancy S. Jones, C.P.M., Purchasing Agent

I concur with this report: Bruce Budman

Bruce Budman, Director of Finance

Approved by: David Jinkens

David Jinkens, City Manager

CENTRAL RECORDS
FILE No.: 1047
1053

General Services Department · Purchasing Division · 1052 Tata Lane · South Lake Tahoe, California 96150-6324 · (530) 542-6065 · (530) 542-7950

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph "1" and the provisions of paragraphs "1" through "7" in every contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor or vendor. The Contractor will take such action with respect to any contract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a contractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally- assisted construction work; provided that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the Department and HUD and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally-assisted construction contracts, pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this funding commitment (contract, loan, grant, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

ATTACHMENT

G

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (CONSTRUCTION OVER $10,000)

1. As used in these specifications:

   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority

   c. "Employer identification number" means the federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

   d. "Minority" includes:

      (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).

      (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race).

      (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian subcontinent or the Pacific Islands).

      (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, contracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and women participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7.a. through 7.p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and women utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and women goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs or from federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority individuals or women working at such sites or in such facilities.

b. Establish and maintain a current list of minority and women recruitment sources, provide written notification to minority and women recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or women referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the Contractor or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b. above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and women-focused news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

I. Direct its recruitment efforts, both oral and written, to minority, women and community organizations, to schools with minority- and women-students and to minority and women-recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and women employees to recruit other minority persons and women and, where reasonable, provide after-school summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60.3.

l. Conduct at least annually, an inventory and evaluation at least of all minority and women personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., or other advancement opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel- and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority- and women-owned construction companies, contractors and suppliers, including circulation of solicitations to minority- and women-focused Contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7.a. through 7.p.). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7.a. through 7.p. of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and women workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both men and women, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company's EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area resident (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas,* transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, habits, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

*Parking lots, drinking fountains, recreation or entertainment areas.

ATTACHMENT

H

SECTION 3 CLAUSE

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 170lu (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD-assisted contracts.

EXHIBIT C

AGENCY CONSOLIDATED DEED OF TRUST
(LOW AND MODERATE INCOME HOUSING FUNDS)

EXHIBIT C

Free Recording Requested Pursuant To:
Government Code Section 27383

When Recorded, Mail To:
City of South Lake Tahoe
Housing and Economic Development
1901 Airport Road, Suite 107
South Lake Tahoe, CA 96150

----------Space Above This Line for Recorder's Use----------

APN 32-211-06/07/17

South Tahoe Redevelopment Agency Consolidated
Deed of Trust and Assignment of Rents
(Low and Moderate Income Housing Funds)

This Deed of Trust is made this _____ day of _____, 200___, by Evergreen Tahoe Partners, LLC (as "Trustor"), whose address is Post Office Box 1570, Lodi, California, 95241, to First American Title Company, a California corporation (as "Trustee"), for the benefit of South Tahoe Redevelopment Agency, a public body, corporate and politic (as "Beneficiary") whose address is 1901 Airport Road, Suite 107, South Lake Tahoe, California, 96150; and is executed pursuant to the Loan Agreement dated July 20, 2004, as may be amended from time to time (the "Agreement"), the provisions of which are incorporated herein by this reference.

Capitalized terms used herein and not defined shall have the meanings set forth in the Loan Agreement.

1. Grant in Trust. For valuable consideration, Trustor hereby grants, transfers and assigns to Trustee, in trust, with power of sale, for the benefit of Beneficiary, all of Trustor's right, title and interest in the following:

   a. All that real property situated in the City of South Lake Tahoe, County of El Dorado, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference (the "Land");

   b. All buildings, structures and other improvements now or in the future located or to be constructed on the Land (the "Improvements" the Land and the Improvements shall collectively be referred to as the "Property"); and

   c. All rents, issues and profits from the Land and the Improvements, subject to Trustor's right to collect and retain the same as they become due and payable, so long as there is not existing a default hereunder.

2. Obligations Secured. This Deed of Trust is given for the purpose of securing the following obligations (collectively, the "Secured Obligations"):

   a. Performance of all present and future obligations of Trustor set forth in the Agreement and the promissory note made by Trustor to the order of Beneficiary (the "Note"), dated of even date herewith, and performance of each agreement incorporated by reference or contained therein;

b. Payment of the indebtedness evidenced by the Agreement and the Note in the original principal amount of _____ Dollars ($_____), with interest, as applicable, according to the terms of the Agreement and the Note; and

c. Payment of such further sums as the then record owner of the Property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

3. Trustor's Covenants. To protect the Security of this Deed of Trust, Trustor agrees as follows:

a. To perform the Secured Obligations in accordance with their respective terms.

b. To keep the Property in good condition and repair; not to remove or demolish any building on the Land without Beneficiary's prior written consent; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of any laws; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.

c. To provide, maintain and deliver to Beneficiary fire insurance satisfactory, and with loss payable, to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or, at the option of Beneficiary, the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

d. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

e. To pay (i) at least ten (10) days before delinquency all taxes and assessments affecting the Property, including assessments on appurtenant water stock; (ii) when due, all encumbrances, charges and liens, with interest, on the Property or any part thereof, which appear to be prior or superior hereto; and (iii) all costs, fees and expenses of the trust (this "Trust") created by this Deed of Trust.

f. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: i) make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; (ii) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; (iii) pay, purchase, contest or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, (iv) in exercising any such powers, pay necessary expenses, employ counsel and pay reasonable attorney's fees.

g. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

4. Further Agreements. Trustor further agrees as follows:

a. That any award of damages in connection with any condemnation for public use of or injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

b. That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

c. That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: (i) reconvey any part of the Property; (ii) consent to the making of any map or plat thereof; (iii) join in granting any easement thereon; or (iv) join in any extension agreement or any agreement subordinating the lien or charge hereof.

d. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

e. That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of this Trust, to collect the rents, issues and profits of the Property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in its own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, which collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

f. That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the Property, which notice Trustee shall cause

to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note, and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee without demand on Trustor, shall sell the Property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: (i) all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; (ii) all other sums then secured hereby; and (iii) the remainder, if any, to the person or persons legally entitled thereto.

g. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust is recorded and the name and address of the new Trustee.

h. That this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or the neuter, and the singular number includes the plural.

i. The Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

5. Notice of Default and Notice of Sale to Trustor. The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address set forth above.

6. Subordination. Beneficiary, for itself and its successors and assigns, covenants and agrees that all of its rights and powers under this Deed of Trust are subordinate and subject to the rights of the City of South Lake Tahoe, South Lake Tahoe, California (the "City") under that certain City of South Lake Tahoe Consolidated Deed of

Trust and Assignment of Rents (HOME Investment Partnerships Program) in the amount of $_____ executed by Trustor and delivered to Trustee for the benefit of the City and recorded concurrently herewith.

7. Rights to Rents Collected. Beneficiary, for itself and its successors and assigns, further covenants and agrees that in the event of the appointment of a receiver or of the appointment of Beneficiary as mortgagee-in-possession, in any action by the Beneficiary or its successors or assigns, to foreclose the mortgage, no rents, revenue or other income of the Project collected by the receiver or by the mortgagee-in-possession shall be utilized for the payment of interest, principal, or any other charges due and payable under this Deed of Trust, except from net cash flow, if any.

8. State and Federal Fair Housing Laws. During the term of this loan, Trustor agrees to abide by all State and Federal Fair Housing laws and regulations, and shall not discriminate against any person because of race, color, religion, sex, handicap, familial status or national origin.

IN WITNESS WHEREOF, this Deed of Trust has been executed and made effective on the day and year first above written.

Evergreen Tahoe Partners, LLC

By:_____
David J. Michael

State of California)
) ss.

County of)

On this ___ day of _____, 200___, before me, the undersigned, a notary public in and for said state, personally appeared David J. Michael, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature

_____
(print name)

Exhibit "A"

All that certain real property situated in the State of California, County of El Dorado, City of South Lake Tahoe, described as follows:

Lots 18, 19 and 22, Block 2, as said lots and block are shown on the Official Map of W. D. Barton Tract, filed in the office of the County Recorder of said County on July 31, 1946, in Book A, at page 48.

APNs: 32-211-06/07/17

Exhibit "A"

AGENCY CONSOLIDATED PROMISSORY NOTE
(LOW AND MODERATE INCOME HOUSING FUNDS)

Secured Promissory Note
South Tahoe Redevelopment Agency Consolidated Loan
(Low and Moderate Income Housing Funds)

Loan Amount: $_____ South Lake Tahoe, California _____, 200__

FOR VALUE RECEIVED, the undersigned, Evergreen Tahoe Partners, LLC ("Maker"), hereby promises to pay to the order of the South Tahoe Redevelopment Agency, a public body, corporate and politic, or designee ("Holder"), the principal sum of _____ _____ ___ Dollars ($), as set forth by the parties in the Agreement described in Paragraph 1 below.

1. Agreement. This Note is given under the terms of a written Loan Agreement (the "Agreement") dated July 20, 2004, between Maker, City of South Lake Tahoe (the "City") and Holder, which Agreement is incorporated herein by this reference. The rights and obligations of the parties to this Note shall be governed by the Agreement and by the additional terms as set forth in this Note. Capitalized terms as used herein and not otherwise defined shall have the meanings as set forth in the Agreement.

2. Term. The term of this Note shall be for fifty-five (55) years from the date of the recordation of the notice of completion or July 31, 2061, whichever event occurs first (the "Term").

3. Interest. Interest shall accrue at the rate of One and One-Half percent (1.5%) per annum commencing on the date first written above for the entire Term of this Promissory Note.

4. Security. Repayment of this Note is secured by a deed of trust (the "Agency Consolidated Deed of Trust") in the manner as set forth in Section 4 of the Agreement from Maker to Holder to be recorded against the Project.

5. Repayment. Beginning with Maker's fifth fiscal year following the initial year of operations of the Project, Maker shall pay annually principal and interest to the Holder solely from "Net Cash Flow" as defined below. Payments shall be made within one hundred twenty (120) days of the end of each and every calendar year based upon the previous fiscal year's calculation of Net Cash Flow.

   "Net Cash Flow" shall mean the sum of money computed as follows:

   All rents, revenues, consideration or income (of any form, but excluding capital contributions) derived by Maker in connection with or relating to the ownership or operation of the Units of the Project, including any revenue derived from any refinance of the Project, less all of the following: all customary and reasonable costs and expenses in connection with the operation and maintenance of the Project; debt service on the financing for the first lender loan; amounts approved by Holder expended to restore the Project after a casualty loss or condemnation; and amounts reasonably reserved by Maker as an operating contingency reserve account and replacement reserve account for the Project.

   Beginning with the fifth year of operation after completion of the Project, Maker shall deliver to Holder each and every year an annual audited financial statement to determine the amount of Net Cash Flow. Holder shall have the right to inspect and audit Maker's books and records concerning the calculation of Net Cash Flow.

6. Terms of Payment.

a. All payments due under this Note shall be paid in currency of the United States of America which, at the time of payment, is lawful for the payment of public and private debts.

b. All payments shall be made payable to Holder and mailed or delivered in person to Holder's office at 1901 Airport Road, Suite 107, South Lake Tahoe, California, 96150, or to such other place as Holder may from time to time designate.

c. Notwithstanding any other provisions of this Note, or of the provisions of any instrument securing the obligations of Maker under this Note, if, for any reason whatsoever, the payment of any sums by Maker pursuant to the terms of this Note or the Agreement will result in the payment of interest which exceeds the amount that Holder may legally charge under the laws of the State of California, then the amount by which any such payment exceeds the interest rate legally permitted by law shall automatically be deducted from the principal balance owing on this Note, so that in no event shall Maker be obligated under the terms of this Note to pay any interest which would exceed the lawful interest rate.

7. Default.

a. Any of the following shall constitute an Event of Default under this Note, following any applicable notice and cure periods:

(1) Any failure to pay in full any payment required under either the Agreement or this Note; or

(2) The breach or violation of Maker of any covenant or agreement contained in the Agreement or the Deed of Trust securing this Note, which would constitute an Event of Default as defined in the Agreement, or of any other instrument securing the obligations of Maker under this Note, or under any other promissory note or notes hereafter issued by Maker to Holder pursuant to the Agreement; or

(3) An Event of Default under that certain Secured Promissory Note City of South Lake Tahoe Consolidated Loan (HOME Investment Partnerships Program) dated _____, 20____, executed by Maker in favor of the City in the initial principal amount of $_____ (the "City Consolidated Promissory Note") or under that certain City Consolidated Deed of Trust and Assignment of Rents of even date as the City Consolidated Promissory Note executed by Maker, as Trustor, and delivered to First American Title Company, a California corporation, as Trustee, for the benefit of the City.

b. Upon the occurrence of any Event of Default, Holder may, without notice to or demand upon Maker, which are expressly waived by Maker (except for notices or demands otherwise required by applicable laws to the extent not effectively waived by Maker and any notices or demands specified in the Loan Documents), exercise all rights and remedies available under this Note or the Agreement or as may otherwise be available to Holder.

8. Waivers.

a. No extension of time for payment of this Note or any installment hereof made by agreement by Holder with any person now or hereafter liable for the payment of this Note shall operate to

release, discharge, modify, change or affect the original liability of Maker under this Note, either in whole or in part.

b. The obligations of Maker under this Note shall be absolute and Maker waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

9. Liability Non-Recourse. Maker, including its officers, directors, members and sponsors, shall not be personally liable for the amounts due under this Note. In the event that there is an Event of Default declared by Holder, Holder shall look only to the Real Property secured by the Deed of Trust for satisfaction of the indebtedness of Maker as evidenced by this Note.

10. Miscellaneous Provisions.

a. All notices to Holder or Maker shall be given in the manner and at the addresses set forth in the Agreement, or to such addresses as Holder and Maker may hereafter designate in accordance with said Agreement.

b. In the event of litigation arising from the enforcement of or a default under this Note, the non-prevailing party promises to pay all reasonable costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in such litigation.

c. This Note may be amended only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

d. This Note shall be governed by and construed in accordance with the laws of the State of California.

e. The times for the performance of any obligations hereunder shall be strictly construed, time being of the essence.

IN WITNESS WHEREOF, the undersigned Maker has caused this Note to be executed by its duly authorized officers and made effective on the day and year first above written.

Evergreen Tahoe Partners, LLC

By:_____
David J. Michael

EXHIBIT E

AGENCY CONSTRUCTION DEED OF TRUST
(LOW AND MODERATE INCOME HOUSING FUNDS)

EXHIBIT E

EXHIBIT K

REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

EXHIBIT K

Free Recording Requested Pursuant to:
Government Code Section 27383

WHEN RECORDED MAIL TO:
City of South Lake Tahoe
Housing and Economic Development
1901 Airport Road, Suite 107
South Lake Tahoe, CA 96150

----------*Space Above This Line for Recorder's Use*----------

APN 32-211-06/07/17

Regulatory Agreement
and
Declaration of Restrictive Covenants

This Regulatory Agreement and Declaration of Restrictive Covenants (hereafter referred to as the "Regulatory Agreement") is made and entered into as of this 20th day of July, 2004, by and among **Evergreen Tahoe Partners, LLC** (the "Owner"); **City of South Lake Tahoe, a municipal corporation** (the "City"); and **South Tahoe Redevelopment Agency, a public body, corporate and politic** (the "Agency").

RECITALS

A. Owner, City and Agency have entered into that certain Loan Agreement dated July 20, 2004, (the "Loan Agreement"), which is incorporated herein by this reference and made a part hereof, under which the City and Agency have agreed to provide Construction Loan funds not to exceed the aggregate sum of $3,500,000.00 (the "Construction Loan Funds") which will be used, together with funds obtained through other sources, for the acquisition, construction and development of a twenty-six (26) unit residential rental housing facility for occupancy by families of very-low incomes and low incomes (the "Project").

B. With a portion of the Construction Loan Funds provided under the Loan Agreement, Owner has acquired and is the fee simple owner of real property located in the City of South Lake Tahoe, County of El Dorado, State of California, more particularly described in **Exhibit A** attached hereto (the "Property").

C. Part of the Construction Loan Funds were derived by City from the State of California under a Standard Agreement dated July 15, 2003, that provides monies to the City under the HOME Investment Partnerships Program pursuant to the HOME Investment Partnerships Act of Title II of the Cranston-Gonzales National Affordable Housing Act, as amended, 42 U.S.C. 12701, et seq., and as implemented by 24 CFR Section 92.1, et seq. (the "HOME Program"); and part of the Construction Loan Funds were derived by Agency from the Low and Moderate Income Housing Fund pursuant to California Health and Safety Code (the "Code") Section 33334.2, et seq. (the "Housing Fund").

D. City and Agency have agreed to provide the Construction Loan Funds to Owner on the conditions that the Project and the Property be operated and maintained in accordance with the HOME Program and Housing Fund requirements, as specified in the Loan Agreement and this Regulatory Agreement; and Owner has agreed to operate and maintain the Project and the Property in

accordance with the HOME Program and Housing Fund requirements, as specified in the Loan Agreement and this Regulatory Agreement.

E. Agency intends to apply the units in the Project toward satisfaction of the requirements of producing and/or replacing a very-low income, low income, or moderate income housing unit pursuant to California Health and Safety Code Section 33413.

F. The purpose of this Regulatory Agreement is to regulate and restrict the occupancy, use, rents, operation, ownership and management of the Project; and, upon the recordation of this Regulatory Agreement in the Official Records of the County Recorder of El Dorado County, State of California (the "Official Records"), the covenants and restrictions as contained in this Regulatory Agreement are, for the term as defined herein, expected to run with the land and be binding on Owner and its successors and assigns in connection with the Project.

AGREEMENT

Now, therefore, in consideration of the mutual covenants contained herein, and for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions

When used in this Regulatory Agreement, the following additional capitalized terms shall have the respective meanings assigned to them in this Article 1.

(a) "Actual Household Size" shall mean the actual number of persons in the applicable household.

(b) "Adjusted Income" means the total anticipated annual income of all persons in a household, as calculated in accordance with 24 CFR Section 92.203 or, to the extent no longer applicable, then in accordance with 25 California Code of Regulations Section 6914 or pursuant to a successor State housing program that utilizes a reasonably similar method of calculation of adjusted income. In the event that no such State housing program exists, City or Agency shall provide Owner with a reasonably similar method of calculation of adjusted income as provided in said Section 6914.

(c) "Agency-Assisted Unit" means any Unit in the Project that received assistance from the Agency in any form and therefore is subject to affordable housing restrictions under the Community Redevelopment Law contained in the California Health and Safety Code.

(d) "Agency Rents" shall mean affordable rents calculated in accordance with the California Health and Safety Code Section 50053(b) for very-low, lower and moderate income households. Unit rents shall include a reasonable utility allowance and shall not exceed the following:

(1) For very-low income units, the product of thirty percent (30%) times fifty percent (50%) of the Area Median Income adjusted for family size appropriate for the unit;

(2) For lower income units, the product of thirty percent (30%) times sixty percent (60%) of the Area Median Income adjusted for family size appropriate for the unit; and

(3) For moderate income units, the product of thirty percent (30%) times one hundred ten percent (110%) of the Area Median Income adjusted for family size appropriate for the unit.

(e) "Annual Project Compliance Report" means a form provided by the City to the Owner for the purpose of tracking affordability requirements of the Project. This report may change from time to time as the State may request new or additional information from the City as part of the monitoring process.

(f) "Area Median Income" shall mean the median gross yearly income, adjusted for Actual Household Size as specified herein, in the County of El Dorado, State of California, as published from time to time by the State of California. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, City shall provide Owner with other income determinations which are reasonably similar with respect to methods of calculation to those previously published by the State.

(g) "HOME-Assisted Unit" means a Unit, the development of which was assisted with funds provided through the HOME Program.

(h) "HOME Rents" shall mean the annual calculation of rents by the United States Department of Housing and Urban Development for the Sacramento, California, Primary Metropolitan Statistical Area, or any replacement method later established, and are as follows:

(1) "High HOME Rents" means the lesser of the fair market rents or thirty percent (30%) of sixty-five percent (65%) of Area Median Income; and,

(2) "Low HOME Rents" means thirty percent (30%) of fifty percent (50%) of Area Median Income.

(i) "HUD" shall mean the United States Department of Housing and Urban Development.

(j) "Loan" shall mean the Consolidated Loan made by City and Agency to Owner under the Loan Agreement in the amount of the Consolidated Loan Funds.

(k) "Low Income Household" means a household whose income is at eighty percent (80%) or less of the Area Median Income.

(l) "Low Income Unit" shall mean a Unit which, pursuant to Section 2.1(b) below, is required to be occupied by a Low Income Household.

(m) "Notes" shall mean the City Consolidated Promissory Note and the Agency Consolidated Promissory Note from Owner to City and Agency evidencing the Consolidated Loan.

(n) "Rent" shall mean the total monthly payments by Tenant to a Unit for the following: (1) use and occupancy of the Unit, Property and associated facilities, including parking; (2) any separately charged fees or service charges assessed by Owner which are required of all Tenants, other than security deposits; (3) the cost of an adequate level of service for utilities paid by Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service, cable television service or any other utility or service permitted by City to be excluded; and (4) any other interest, taxes, fees or charges for use of the Unit, Property or associated facilities and assessed by a public or private entity other than Owner, and paid by Tenant.

(o) "Tenant" shall mean a household occupying a Unit.

(p) "Term" shall mean the term of this Regulatory Agreement, which shall commence on the date that this Regulatory Agreement is recorded in the Official Records of El Dorado County and shall continue in effect for a period of fifty-five (55) years following the date of completion of construction of the Project, as evidenced by a recorded notice of completion, or on July 31, 2061, whichever date occurs first.

(q) "Unit" shall mean one of the twenty-six (26) units comprising the Project.

(r) "Very-Low Income Household" shall mean a household whose income is at fifty percent (50%) or less of the Area Median Income.

(s) "Very-Low Income Unit" shall mean a Unit which, pursuant to Section 2.1(a) below, is required to be occupied by a Very-Low Income Household.

ARTICLE 2
AFFORDABILITY AND OCCUPANCY COVENANTS

2.1 Occupancy Requirement.

(a) Very-Low Income Unit. Not less than six (6) Units shall be rented to and occupied by or, if vacant, made available for occupancy by Very-Low Income Households.

(b) Low Income Unit. Including the six (6) Very-Low Income Units mentioned above, not less than twenty-six (26) Units shall be rented to and occupied by or, if vacant, made available for occupancy by Low Income Households. Notwithstanding the foregoing, one Low Income Unit may be used as a resident manager's unit subject to all of the rent, occupancy and income requirements and conditions contained in this Regulatory Agreement and the Loan Agreement.

(c) Upon initial occupancy of Project, ninety percent (90%) of all HOME-Assisted Units must be leased to Tenants with annual incomes that are sixty percent (60%) of the Area Median Income or less. The remaining Units can be leased to Tenants with annual incomes that are between sixty (60) and eighty (80) percent of the Area Median Income.

2.2 Allowable Rent. All twenty-six (26) Units in this Project, including the manager's unit, are HOME-Assisted Units and Agency-Assisted Units and shall meet the lower of the HOME Rents or the Agency Rents. The City shall annually provide the Owner with a maximum rent sheet establishing the lower of the two rental limits mentioned above.

(a) HOME rents shall be used for determining the rents for all HOME-Assisted Units.

(b) At least twenty percent (20%) of all HOME-Assisted Units must be occupied by Very-Low Income Households paying rents not to exceed the Low HOME Rents.

(c) All other HOME-Assisted Units must be occupied by Low Income Households paying rents that are not greater than the High HOME Rents, unless the household exceeds the income limitations set forth in Section 3.3 below.

2.3 Term of Covenants. The affordability and occupancy covenants as set forth in Sections 2.1 and 2.2 above shall apply for the Term of this Regulatory Agreement. Notwithstanding the foregoing, in the event that City and/or Agency forecloses on either of the deeds of trust securing the Consolidated Loan, or in the event Owner tenders to City and/or Agency a deed-in-lieu of foreclosure pursuant to a mortgage default, then the affordability and occupancy covenants as set forth in Sections 2.1 and 2.2 above shall terminate; provided, however, that in the event of a foreclosure, the said affordability and occupancy covenants shall not terminate if Owner or any affiliate of Owner obtains an ownership interest in the Project pursuant to such foreclosure.

ARTICLE 3
CERTIFICATION OF TENANT INCOME AND HOUSEHOLD SIZE

3.1 Income Certification. Owner will obtain, complete, certify and maintain on file, immediately prior to initial occupancy and annually thereafter in accordance with HOME Program regulations, certifications of Household Income and size from each Tenant renting any of the Units. Copies of Tenant income certifications and household size shall be available to City upon request. For this purpose, Owner shall use the "Technical Guide for Determining Income and Allowances for the HOME Program," or the most recently published information by HUD on how to perform income qualifications on tenants for the HOME Program.

3.2 Tenant Income. Owner shall cause all Units in the Project to be rented only to Very-Low Income and Low Income Households in accordance with the HOME Program regulations. A minimum of at least twenty percent (20%) of the Units shall be rented to Very-Low Income Households. The remaining Units in the Project must be rented to Low Income Households.

3.3 Increases in Tenant Income.

(a) If, upon recertification of a Tenant's income, it is determined that Owner is not in compliance with the affordability and occupancy covenants as set forth in Sections 2.1 and 2.2 of this Regulatory Agreement because of an increase in the Tenant's income, Owner shall nevertheless be deemed to be in compliance with this Regulatory Agreement provided that actions satisfactory to the City are being taken to ensure that all vacancies are filled in accordance with said Sections 2.1 and 2.2 until the noncompliance is corrected. Tenants who no longer qualify as either a Very-Low Income Household or Low Income Household will be required to pay as rent thirty percent (30%) of the Household's adjusted monthly income, as recertified annually.

(b) In the event that a household occupying a HOME-Assisted Unit reserved for occupancy by a Very-Low Income Household no longer qualifies as a Very-Low Income Household at the time of recertification, but qualifies as a Low Income Household, the following shall apply:

(1) The Unit shall be designated as a HOME-Assisted Unit for a Low Income Household;

(2) The Low Income Household rent shall be increased to the High HOME Rent;

(3) The next available HOME-Assisted Unit reserved for a Low Income Household shall be reserved for a Very-Low Income Household; and

(4) The rent charged for the newly designated HOME-Assisted Unit reserved for a Very-Low Income Household shall not exceed the Low HOME Rent.

(c) If there already exists a Unit occupied by a Very-Low Income Household but is not presently receiving a Low HOME Rent, this Unit shall have its rent reduced to the Low HOME Rent amount bringing the Project back into compliance with the twenty percent (20%) percent Low HOME Rent compliance requirement explained above.

ARTICLE 4
LEASES AND SECURITY DEPOSITS

4.1 Lease. The form of lease to be used by Owner in renting Units shall provide for termination of the lease and consent by such person to immediate eviction for any material misrepresentation made by such person. The term of the lease shall be for a period of not less than one (1) year. Owner shall not terminate the tenancy or refuse to renew any lease of a Unit except for serious or repeated violation of the terms and conditions of the lease, for violation of applicable Laws or other good cause. Any termination or refusal to renew the lease for a Unit must be preceded by not less than thirty (30) days' written notice to the Tenant specifying the grounds for the action. The form of the lease shall not contain any of the following terms:

(a) Agreement to be sued. Agreement by the Tenant to be sued, to admit guilt, or to a judgment in favor of the Owner in a lawsuit brought in connection with the lease;

(b) Treatment of property. Agreement by the Tenant that the Owner may take, hold, or sell personal property of household members without notice to the Tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the Tenant concerning disposition of personal property remaining in the Unit after the Tenant has moved out of the Unit. The Owner may dispose of this personal property in accordance with state law;

(c) Excusing Owner from responsibility. Agreement by the Tenant not to hold the Owner or the Owner's agents legally responsible for any action or failure to act, whether intentional or negligent;

(d) Waiver of notice. Agreement of the Tenant that the Owner may institute a lawsuit without notice to the Tenant;

(e) Waiver of legal proceedings. Agreement by the Tenant that the Owner may evict the Tenant or household members without instituting a civil court proceeding in which the Tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

(f) Waiver of a jury trial. Agreement by the Tenant to waive any right to a trial by jury;

(g) Waiver of right to appeal court decision. Agreement by the Tenant to waive the Tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and

(h) Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the Tenant to pay attorneys' fees or other legal costs even if the Tenant wins in a court proceeding by the Owner against the Tenant. The Tenant, however, may be obligated to pay costs if the Tenant loses.

4.2 Security Deposits. Security deposits shall be required of Tenants of the Project only in accordance with applicable Laws and this Agreement. Any security deposit collected by Owner or Owner's agent shall be segregated from all other funds of the Project in a trust account with a depository insured by the Federal Deposit Insurance Corporation (FDIC) or other comparable federal deposit insurance program, and shall be held and disbursed in accordance with all City, El Dorado County and State of California Laws. The balance of such account shall, at all times, equal or exceed the aggregate of all outstanding obligations under said account plus accrued interest thereon.

ARTICLE 5
RECORDS AND REPORTING

5.1 Records and Reporting.

(a) Owner shall maintain complete, accurate and current records pertaining to the Project, and shall permit any duly authorized representative of City to inspect records, including records pertaining to income and household size of Tenants. All Tenant lists, applications and waiting lists relating to the Project shall, at all times, be kept separate and identifiable from any other business of Owner and shall be maintained as required by City in a reasonable condition for proper audit and subject to examination during business hours by representatives of the City. Owner shall retain copies of all materials obtained or produced with respect to occupancy of the Units for a period of at least three (3) years.

(b) Owner shall file with the City an annual report no later than three (3) months following the end of each calendar year, including but not limited to, the completed financial audit of the Project for the previous calendar year, insurance certifications required under the Loan Agreement, a completed Annual Project Compliance Report, and any other information required by the City or HOME Program regulations.

ARTICLE 6
PROJECT MONITORING AND INSPECTIONS

6.1 General Inspection. Upon not less than forty-eight (48) hours' notice to Owner, City may, at any time during normal business hours during the term of this Regulatory Agreement, enter and

inspect the physical premises and inspect all accounting and other applicable records pertaining to the operation of the Project. Upon request by City, the Owner shall notify Tenants of upcoming inspections on Units in accordance with the Laws of the State of California.

6.2 Annual Monitoring. Pursuant to HOME Program regulations, City shall conduct an annual monitoring of the Project for rent and income compliance, affirmative marketing, and inspection for compliance with property standards. In accordance with 5.1(a) above, Owner shall make the Project and appropriate records available for any such inspection.

ARTICLE 7
PROJECT OPERATIONS

7.1 Business License. At all times during the Term of this Regulatory Agreement, and for so long as Owner is the owner of the Project, Owner shall maintain a current business license as required and issued by the City of South Lake Tahoe

7.2 Project Operating Reserve. Unless waived or postponed in writing by City, Owner shall establish and maintain at all times during the Term of this Regulatory Agreement, a reserve account with an FDIC-insured bank to cover extraordinary and unforeseen operating expenses (the "Project Operating Reserve Account"). The Project Operating Reserve Account shall be funded annually from the Project's funds (i.e., other than Loan Funds) in an amount equal to three percent (3%) of the actual annual operating expenses for the previous year. Monies deposited in the Project Operating Reserve Account shall not be withdrawn without the prior written consent of City, which consent shall not be unreasonably withheld.

7.3 Reserve Fund for Replacements. Unless waived or postponed in writing by City, Owner shall establish and maintain at all times during the Term of this Regulatory Agreement, a reserve fund for replacements account with an FDIC-insured bank to cover the cost of capital replacements, including replacements of easily removable items (the "Reserve Fund for Replacements Account"). The Reserve Fund for Replacements Account shall be funded annually from the Project's funds (i.e., other than Loan Funds) in an amount equal to six-tenths of one percent (0.6%) of the Project's construction costs. Monies deposited in the Reserve Fund for Replacements Account shall not be withdrawn without the prior written consent of the City, which consent shall not be unreasonably withheld

7.4 Affirmative Marketing Procedures and Requirements. In order to comply with state and federal equal opportunity and other applicable affirmative marketing requirements, the Owner shall operate the Project in accordance with the City's Affirmative Marketing Procedures and Requirements and any subsequent amendments or replacement documents. The Affirmative Marketing Procedures and Requirements is attached as an exhibit to the Loan Agreement and shall remain in effect until the City takes action to adopt new or amended Affirmative Marketing Procedures and Requirements. The amended or new document will then govern affirmative marketing for the Project.

ARTICLE 8
MISCELLANEOUS

8.1 Term. The provisions of this Regulatory Agreement shall apply to Owner's fee interest in the Project for the entire Term even if the Loan is paid in full prior to the end of the Term. This Regulatory Agreement shall bind any successor, heir or assigns of Owner, whether a change in

interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by City and Agency. City and Agency make the Loan on the condition and in consideration of this provision, and would not have done so otherwise.

8.2 Covenants to Run with the Land. Subject to Section 2.3 above, Owner, City and Agency hereby declare their express intent that the covenants and restrictions set forth in this Regulatory Agreement shall run with the land, and shall bind all successors in title to the Property; provided, however, that on the expiration of the Term of this Regulatory Agreement, said covenants and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property, or any portion thereof, shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the City and Agency expressly release such conveyed portion of the Property from the requirements of this Regulatory Agreement.

8.3 Enforcement by City and Agency. If Owner fails to perform any obligation under this Regulatory Agreement, and fails to cure the default within thirty (30) days after the City (the "Notifying Party") has notified Owner in writing of the default or, if the default cannot be cured within thirty (30) days, or Owner has failed to commence to cure within thirty (30) days and thereafter diligently pursues such cure, the Notifying Party shall have the right to bring an action at law or in equity to compel Owner's performance of its obligations under this Regulatory Agreement, and/or for damages. Additionally, the Notifying Party may exercise any other remedy provided by law.

8.4 Compliance with Program Requirements. Owner agrees that, at all times, its acts regarding the Project and the use of funds provided herein shall be in conformity with all provisions of the HOME Program Regulations including the statutes, rules and regulations and such policies and procedures of the City pertaining thereto. The Owner acknowledges that it is familiar with such applicable provisions and has been professionally advised to the extent necessary for the purpose of enabling the Owner to comply fully with all such provisions.

8.5 Indemnification. Owner agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to City) City, Agency and their respective board members, commissioners, officers, employees and agents (collectively, the "Indemnitees") from all suits, actions, claims, causes of action, costs, demands, judgments, and liens arising out of Owner's performance or non-performances under this Regulatory Agreement, or arising out of acts or omissions of any of Owner's contractors, subcontractors, agents or persons claiming under any of the aforesaid, except as caused solely by an Indemnitee's gross negligence or willful misconduct. This indemnification shall survive the Term of this Regulatory Agreement but shall not apply to any action brought by an Indemnitee against Owner.

8.6 Attorneys' Fees and Costs. In any action brought to enforce this Regulatory Agreement, the prevailing party shall be entitled to all costs and expenses of suit, including reasonable attorney's fees, which includes the reasonable cost of in-house counsel. This section shall be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

8.7 Recording and Filing. Owner, City and Agency shall cause this Regulatory Agreement, and all amendments and supplements to it, to be recorded in the Official Records.

8.8 Governing Law. This Regulatory Agreement shall be governed by the Laws of the State of California.

8.9 Waiver of Owner's Obligations. Any obligation of Owner under this Regulatory Agreement may be expressly waived by City and Agency in writing, but no waiver of the agreement of any such obligation shall, or shall be deemed to, extend to or affect any other obligation of Owner under this Regulatory Agreement.

8.10 Amendments. This Regulatory Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title, and duly recorded in the Official Records.

8.11 Notices. All notices, consents, communications or transmittals required by this Regulatory Agreement shall be made in writing, and shall be deemed communicated by personal delivery or by United States mail, postage prepaid, as of the earlier of actual receipt or seven days from mailing, addressed as follows:

City and Agency: City of South Lake Tahoe
Housing and Economic Development
1901 Airport Road, Suite 107
South Lake Tahoe, CA 96150
Attn: Housing and Economic Development Coordinator

Owner: Evergreen Tahoe Partners, LLC
c/o PAM Development
Post Office Box 1570
Lodi, CA 95241

or such other address as either party may designate by written notice sent to the other party in like manner.

8.12 Severability. If any provision of this Regulatory Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Regulatory Agreement shall not in any way be affected or impaired thereby.

8.13 Mandatory Language in All Subsequent Deeds, Leases and Contracts for Sale of the Project or Property. All deeds, leases or contracts made or entered into by Owner, its successors or assigns, as to any portion of the Property shall contain therein the following language:

(a) In Deeds: "By acceptance of this deed, grantee herein covenants by and for itself, its successors and assigns that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status or handicap in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land."

(b) In Leases: "The lessee herein covenants by and for the lessee and lessee's heirs, personal representatives and assigns and all persons claiming under the lessee or

through the lessee that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status or handicap in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased."

c) In Contracts for Sale of the Project or Property: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status or handicap in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property, nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land."

8.14 Counterparts. This Regulatory Agreement may be executed in counterparts and, if so executed, such counterparts, when read together, shall constitute a single agreement that is binding on the parties hereto.

IN WITNESS WHEREOF, Owner, City and Agency have executed this Regulatory Agreement by duly authorized representatives, all on the date first written above.

OWNER:

Evergreen Tahoe Partners, LLC

By:_____
David J. Michael

CITY and AGENCY:

City of South Lake Tahoe
South Tahoe Redevelopment Agency

By:_____
Tom Davis, Mayor and Agency Chair

APPROVED AS TO FORM:

By:_____
Catherine L. DiCamillo
City/Agency Counsel

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT A

All that certain real property situated in the State of California, County of El Dorado, City of South Lake Tahoe, described as follows:

Lots 18, 19 and 22, Block 2, as said lots and block are shown on the Official Map of W. D. Barton Tract filed in the office of the County Recorder of said County on July 31, 1946, in Book A, at page 48.

APN: 32-211-06/07/17

State of California)
) ss.
County of)

On this ___ day of _____, 2004, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature

_____
(print name)

State of California)
) ss.
County of)

On this ___ day of _____, 2004, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal.

_____
Signature

_____
(print name)

EXHIBIT L

TABLE OF SOURCES AND USES OF FUNDS

EXHIBIT L

Applicant: City of South Lake Tahoe: Updated 04/26/04
Attachment No.: 10.K
Project Name: Evergreen Apartments

HOME Program
Sources and Uses of Funds, Page 1

CONSTRUCTION SOURCES

	Residential Cost	Commercial Cost	Syndication Proceeds	1. 1st Lender Funds	2. HOME Funds	3. RDA Funds	4. Deferred Dev. Fee	5.	6.	Eligible Basis
LAND										
Land Cost	$496,000				$496,000					XXXXXXXXX
Legal/Broker Fees	$6,000				$6,000					
Off-Site Improvements										XXXXXXXXX
Demolition										
Total Land Costs	**$502,000**				**$502,000**					
TOTAL ACQUISITION COST										
NEW CONSTRUCTION										
Site Work	$374,500				$374,500					
Structures	$1,989,200				$1,989,200					
General Requirements	$140,000				$140,000					
Contractor Overhead	$50,300				$50,300					
Contractor Profit	$141,000				$79,200	$61,800				
Total New Const. Costs	**$2,695,000**				**$2,633,200**	**$61,800**				
REHABILITATION										
Site Work										
Structures										
General Requirements										
Contractor Overhead										
Contractor Profit										
Total Rehab. Costs										
ARCHITECTURAL FEES										
Design	$110,000			$71,800		$38,200				
Supervision	$36,000			$36,000						
Total Architectural Costs	**$146,000**			**$107,800**		**$38,200**				

Applican. City of South Lake Tahoe: Updated 04/26/04
Attachment No.: 10.K
Project Name: Evergreen Apartments

HOi 'rogram
Sources and Uses of Funds, Page 2

CONSTRUCTION SOURCES

	Residential Cost	Commercial Cost	Syndication Proceeds	1. 1st Lender Funds	2. HOME Funds	3. RDA Funds	4. Deferred Dev. Fee	5.	6.	Eligible Basis
TOTAL SURVEY & ENGINER	**$10,000**			**$10,000**						
CONST. INTEREST & FEES										
Const. Loan Interest	$61,000			$61,000						
Bridge Loan Interest										
Origination Fee										
Credit Enhance. & App. Fee										
Bond Premium	$26,950			$26,950						
Taxes	$12,000			$12,000						
Insurance	$12,500			$12,500						
Title and Recording	$10,000			$10,000						
Total Const. Interest & Fees	**$122,450**			**$122,450**						
PERMANENT FINANCING										
Loan Origination Fee	$8,500			$8,500						XXXXXXXXX
Credit Enhance. & App. Fee										XXXXXXXXX
Title and Recording	$2,500			$2,500						XXXXXXXXX
Other										XXXXXXXXX
Total Perm. Financing Costs	**$11,000**			**$11,000**						XXXXXXXXX
LEGAL FEES										
Lender Legal Pd. By Applicant	$10,000			$10,000						
Other (Specify)										
Total Attorney Costs	**$10,000**			**$10,000**						
RESERVES										
Rent Reserves	$30,000			$30,000						XXXXXXXXX
Other Replacement	$30,000			$30,000						XXXXXXXXX
Total Reserve Costs	**$60,000**			**$60,000**						XXXXXXXXX
TOTAL APPRAISAL COSTS	**$10,000**			**$10,000**						

Applicant: City of South Lake Tahoe: Updated 04/26/04
Attachment No.: 10.K
Project Name: Evergreen Apartments

HOME Program
Sources and Uses of Funds, Page 3

CONSTRUCTION SOURCES

	Residential Cost	Commercial Cost	Syndication Proceeds	1. 1st Lender Funds	2. HOME Funds	3. RDA Funds	4. Deferred Dev. Fee	5.	6.	Eligible Basis
OTHER										
Cost Certification	$10,000			$10,000						XXXXXXXXX
Environmental Audit	$10,000			$10,000						
Permit Processing Fees	$470,000			$470,000						
OP/Debt Reserve	$20,000			$20,000						
Marketing	$10,000			$10,000						XXXXXXXXX
Marketing Study	$10,000			$10,000						
Furnishings	$20,000			$20,000						
Other (specify) TRPA	$25,000			$25,000						
Other (specify) Contingency	$184,750			$184,750						
Total Other Costs	**$759,750**			**$759,750**						
	Total Residential	Total Commercial								
Total Project Cost	**$4,326,200**									
DEVELOPER COSTS										
Developer Overhead/Profit	$325,000				$264,800		$60,200			
Consultant/Processing Agent										
Project Administration										
Other (specify)										
Total Developer Costs	**$325,000**				**$264,800**		**$60,200**			
TOTAL USES OF FUNDS	**$4,651,200**			**$1,091,000**	**$3,400,000**	**$100,000**	**$60,200**			

Applicant: City of South Lake Tahoe: Updated 04/26/04
Attachment No.: 10.K
Project Name: Evergreen Apartments

Sources and Uses: Permanent Financing

Show the uses of permanent sources of funds in the left hand column and the sources themselves spread across the top row in the correct lien position.

Sources:	E-D Capital Loan	HOME Loan	RDA Loan	Deferred * Developer Fee	
Lien Position:	First	Second	Third	Fourth	Fifth
Uses (1)					
Pay Off of Construction Loan	$1,091,000	$	$	$	$
Rollover of HOME Loan	$	$3,400,000	$	$	$
Rollover of RDA Loan	$	$	$100,000	$	$
Pay from Net Cash Flow	$	$	$	$60,200	$
	$	$	$	$	$
	$	$	$	$	$
	$	$	$	$	$
TOTAL	$1,091,000	$3,400,000	$100,000	$60,200	$

*These funds are not secured by a lien holder position

(1) Sample Uses

Payoff of ABC Bank Loan
Rollover of HOME Loan
Rollover of City Loan
Permanent Lender Fees
Initial Operating Reserve
Title and Escrow Fees
Rent-Up: Vacancy
Post Construction Audit

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

State of California HOME Investment Partnership Program

NONDEBARMENT CERTIFICATION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 – 19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization

Name & Title of Authorized Representative

Signature

Date

EXHIBIT N

CERTIFICATION REGARDING LOBBYING

EXHIBIT N

Certification Regarding Lobbying

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

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 agreements.

B. If any funds other than federally 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, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Evergreen Tahoe Partners, LLC

By:_____
David J. Michael

Attachment 2

Regulatory Agreement

Free Recording Requested Pursuant to:
Government Code Section 27383

WHEN RECORDED MAIL TO:
City of South Lake Tahoe
Housing and Economic Development
1901 Airport Road, Suite 107
South Lake Tahoe, CA 96150

----------*Space Above This Line for Recorder's Use*----------

APN 32-211-06/07/17

Regulatory Agreement
and
Declaration of Restrictive Covenants

This Regulatory Agreement and Declaration of Restrictive Covenants (hereafter referred to as the "Regulatory Agreement") is made and entered into as of this 20th day of July, 2004, by and among **Evergreen Tahoe Partners, LLC** (the "Owner"); **City of South Lake Tahoe, a municipal corporation** (the "City"); and **South Tahoe Redevelopment Agency**, a **public body, corporate and politic** (the "Agency").

RECITALS

A. Owner, City and Agency have entered into that certain Loan Agreement dated July 20, 2004, (the "Loan Agreement"), which is incorporated herein by this reference and made a part hereof, under which the City and Agency have agreed to provide Construction Loan funds not to exceed the aggregate sum of $3,500,000.00 (the "Construction Loan Funds") which will be used, together with funds obtained through other sources, for the acquisition, construction and development of a twenty-six (26) unit residential rental housing facility for occupancy by families of very-low incomes and low incomes (the "Project").

B. With a portion of the Construction Loan Funds provided under the Loan Agreement, Owner has acquired and is the fee simple owner of real property located in the City of South Lake Tahoe, County of El Dorado, State of California, more particularly described in **Exhibit A** attached hereto (the "Property").

C. Part of the Construction Loan Funds were derived by City from the State of California under a Standard Agreement dated July 15, 2003, that provides monies to the City under the HOME Investment Partnerships Program pursuant to the HOME Investment Partnerships Act of Title II of the Cranston-Gonzales National Affordable Housing Act, as amended, 42 U.S.C. 12701, et seq., and as implemented by 24 CFR Section 92.1, et seq. (the "HOME Program"); and part of the Construction Loan Funds were derived by Agency from the Low and Moderate Income Housing Fund pursuant to California Health and Safety Code (the "Code") Section 33334.2, et seq. (the "Housing Fund").

D. City and Agency have agreed to provide the Construction Loan Funds to Owner on the conditions that the Project and the Property be operated and maintained in accordance with the HOME Program and Housing Fund requirements, as specified in the Loan Agreement and this Regulatory Agreement; and Owner has agreed to operate and maintain the Project and the Property in

CENTRAL RECORDS
FILE No.: 10 17

accordance with the HOME Program and Housing Fund requirements, as specified in the Loan Agreement and this Regulatory Agreement.

E. Agency intends to apply the units in the Project toward satisfaction of the requirements of producing and/or replacing a very-low income, low income, or moderate income housing unit pursuant to California Health and Safety Code Section 33413.

F. The purpose of this Regulatory Agreement is to regulate and restrict the occupancy, use, rents, operation, ownership and management of the Project; and, upon the recordation of this Regulatory Agreement in the Official Records of the County Recorder of El Dorado County, State of California (the "Official Records"), the covenants and restrictions as contained in this Regulatory Agreement are, for the term as defined herein, expected to run with the land and be binding on Owner and its successors and assigns in connection with the Project.

AGREEMENT

Now, therefore, in consideration of the mutual covenants contained herein, and for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions

When used in this Regulatory Agreement, the following additional capitalized terms shall have the respective meanings assigned to them in this Article 1.

(a) "Actual Household Size" shall mean the actual number of persons in the applicable household.

(b) "Adjusted Income" means the total anticipated annual income of all persons in a household, as calculated in accordance with 24 CFR Section 92.203 or, to the extent no longer applicable, then in accordance with 25 California Code of Regulations Section 6914 or pursuant to a successor State housing program that utilizes a reasonably similar method of calculation of adjusted income. In the event that no such State housing program exists, City or Agency shall provide Owner with a reasonably similar method of calculation of adjusted income as provided in said Section 6914.

(c) "Agency-Assisted Unit" means any Unit in the Project that received assistance from the Agency in any form and therefore is subject to affordable housing restrictions under the Community Redevelopment Law contained in the California Health and Safety Code.

(d) "Agency Rents" shall mean affordable rents calculated in accordance with the California Health and Safety Code Section 50053(b) for very-low, lower and moderate income households. Unit rents shall include a reasonable utility allowance and shall not exceed the following:

(1) For very-low income units, the product of thirty percent (30%) times fifty percent (50%) of the Area Median Income adjusted for family size appropriate for the unit;

(2) For lower income units, the product of thirty percent (30%) times sixty percent (60%) of the Area Median Income adjusted for family size appropriate for the unit; and

(3) For moderate income units, the product of thirty percent (30%) times one hundred ten percent (110%) of the Area Median Income adjusted for family size appropriate for the unit.

(e) "Annual Project Compliance Report" means a form provided by the City to the Owner for the purpose of tracking affordability requirements of the Project. This report may change from time to time as the State may request new or additional information from the City as part of the monitoring process.

(f) "Area Median Income" shall mean the median gross yearly income, adjusted for Actual Household Size as specified herein, in the County of El Dorado, State of California, as published from time to time by the State of California. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, City shall provide Owner with other income determinations which are reasonably similar with respect to methods of calculation to those previously published by the State.

(g) "HOME-Assisted Unit" means a Unit, the development of which was assisted with funds provided through the HOME Program.

(h) "HOME Rents" shall mean the annual calculation of rents by the United States Department of Housing and Urban Development for the Sacramento, California, Primary Metropolitan Statistical Area, or any replacement method later established, and are as follows:

(1) "High HOME Rents" means the lesser of the fair market rents or thirty percent (30%) of sixty-five percent (65%) of Area Median Income; and,

(2) "Low HOME Rents" means thirty percent (30%) of fifty percent (50%) of Area Median Income.

(i) "HUD" shall mean the United States Department of Housing and Urban Development.

(j) "Loan" shall mean the Consolidated Loan made by City and Agency to Owner under the Loan Agreement in the amount of the Consolidated Loan Funds.

(k) "Low Income Household" means a household whose income is at eighty percent (80%) or less of the Area Median Income.

(l) "Low Income Unit" shall mean a Unit which, pursuant to Section 2.1(b) below, is required to be occupied by a Low Income Household.

(m) "Notes" shall mean the City Consolidated Promissory Note and the Agency Consolidated Promissory Note from Owner to City and Agency evidencing the Consolidated Loan.

(n) "Rent" shall mean the total monthly payments by Tenant to a Unit for the following: (1) use and occupancy of the Unit, Property and associated facilities, including parking; (2) any separately charged fees or service charges assessed by Owner which are required of all Tenants, other than security deposits; (3) the cost of an adequate level of service for utilities paid by Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service, cable television service or any other utility or service permitted by City to be excluded; and (4) any other interest, taxes, fees or charges for use of the Unit, Property or associated facilities and assessed by a public or private entity other than Owner, and paid by Tenant.

(o) "Tenant" shall mean a household occupying a Unit.

(p) "Term" shall mean the term of this Regulatory Agreement, which shall commence on the date that this Regulatory Agreement is recorded in the Official Records of El Dorado County and shall continue in effect for a period of fifty-five (55) years following the date of completion of construction of the Project, as evidenced by a recorded notice of completion, or on July 31, 2061, whichever date occurs first.

(q) "Unit" shall mean one of the twenty-six (26) units comprising the Project.

(r) "Very-Low Income Household" shall mean a household whose income is at fifty percent (50%) or less of the Area Median Income.

(s) "Very-Low Income Unit" shall mean a Unit which, pursuant to Section 2.1(a) below, is required to be occupied by a Very-Low Income Household.

ARTICLE 2
AFFORDABILITY AND OCCUPANCY COVENANTS

2.1 Occupancy Requirement.

(a) Very-Low Income Unit. Not less than six (6) Units shall be rented to and occupied by or, if vacant, made available for occupancy by Very-Low Income Households.

(b) Low Income Unit. Including the six (6) Very-Low Income Units mentioned above, not less than twenty-six (26) Units shall be rented to and occupied by or, if vacant, made available for occupancy by Low Income Households. Notwithstanding the foregoing, one Low Income Unit may be used as a resident manager's unit subject to all of the rent, occupancy and income requirements and conditions contained in this Regulatory Agreement and the Loan Agreement.

(c) Upon initial occupancy of Project, ninety percent (90%) of all HOME-Assisted Units must be leased to Tenants with annual incomes that are sixty percent (60%) of the Area Median Income or less. The remaining Units can be leased to Tenants with annual incomes that are between sixty (60) and eighty (80) percent of the Area Median Income.

2.2 Allowable Rent. All twenty-six (26) Units in this Project, including the manager's unit, are HOME-Assisted Units and Agency-Assisted Units and shall meet the lower of the HOME Rents or the Agency Rents. The City shall annually provide the Owner with a maximum rent sheet establishing the lower of the two rental limits mentioned above.

(a) HOME rents shall be used for determining the rents for all HOME-Assisted Units.

(b) At least twenty percent (20%) of all HOME-Assisted Units must be occupied by Very-Low Income Households paying rents not to exceed the Low HOME Rents.

(c) All other HOME-Assisted Units must be occupied by Low Income Households paying rents that are not greater than the High HOME Rents, unless the household exceeds the income limitations set forth in Section 3.3 below.

2.3 Term of Covenants. The affordability and occupancy covenants as set forth in Sections 2.1 and 2.2 above shall apply for the Term of this Regulatory Agreement. Notwithstanding the foregoing, in the event that City and/or Agency forecloses on either of the deeds of trust securing the Consolidated Loan, or in the event Owner tenders to City and/or Agency a deed-in-lieu of foreclosure pursuant to a mortgage default, then the affordability and occupancy covenants as set forth in Sections 2.1 and 2.2 above shall terminate; provided, however, that in the event of a foreclosure, the said affordability and occupancy covenants shall not terminate if Owner or any affiliate of Owner obtains an ownership interest in the Project pursuant to such foreclosure.

ARTICLE 3
CERTIFICATION OF TENANT INCOME AND HOUSEHOLD SIZE

3.1 Income Certification. Owner will obtain, complete, certify and maintain on file, immediately prior to initial occupancy and annually thereafter in accordance with HOME Program regulations, certifications of Household Income and size from each Tenant renting any of the Units. Copies of Tenant income certifications and household size shall be available to City upon request. For this purpose, Owner shall use the "Technical Guide for Determining Income and Allowances for the HOME Program," or the most recently published information by HUD on how to perform income qualifications on tenants for the HOME Program.

3.2 Tenant Income. Owner shall cause all Units in the Project to be rented only to Very-Low Income and Low Income Households in accordance with the HOME Program regulations. A minimum of at least twenty percent (20%) of the Units shall be rented to Very-Low Income Households. The remaining Units in the Project must be rented to Low Income Households.

3.3 Increases in Tenant Income.

(a) If, upon recertification of a Tenant's income, it is determined that Owner is not in compliance with the affordability and occupancy covenants as set forth in Sections 2.1 and 2.2 of this Regulatory Agreement because of an increase in the Tenant's income, Owner shall nevertheless be deemed to be in compliance with this Regulatory Agreement provided that actions satisfactory to the City are being taken to ensure that all vacancies are filled in accordance with said Sections 2.1 and 2.2 until the noncompliance is corrected. Tenants who no longer qualify as either a Very-Low Income Household or Low Income Household will be required to pay as rent thirty percent (30%) of the Household's adjusted monthly income, as recertified annually.

(b) In the event that a household occupying a HOME-Assisted Unit reserved for occupancy by a Very-Low Income Household no longer qualifies as a Very-Low Income Household at the time of recertification, but qualifies as a Low Income Household, the following shall apply:

(1) The Unit shall be designated as a HOME-Assisted Unit for a Low Income Household;

(2) The Low Income Household rent shall be increased to the High HOME Rent;

(3) The next available HOME-Assisted Unit reserved for a Low Income Household shall be reserved for a Very-Low Income Household; and

(4) The rent charged for the newly designated HOME-Assisted Unit reserved for a Very-Low Income Household shall not exceed the Low HOME Rent.

(c) If there already exists a Unit occupied by a Very-Low Income Household but is not presently receiving a Low HOME Rent, this Unit shall have its rent reduced to the Low HOME Rent amount bringing the Project back into compliance with the twenty percent (20%) percent Low HOME Rent compliance requirement explained above.

ARTICLE 4
LEASES AND SECURITY DEPOSITS

4.1 Lease. The form of lease to be used by Owner in renting Units shall provide for termination of the lease and consent by such person to immediate eviction for any material misrepresentation made by such person. The term of the lease shall be for a period of not less than one (1) year. Owner shall not terminate the tenancy or refuse to renew any lease of a Unit except for serious or repeated violation of the terms and conditions of the lease, for violation of applicable Laws or other good cause. Any termination or refusal to renew the lease for a Unit must be preceded by not less than thirty (30) days' written notice to the Tenant specifying the grounds for the action. The form of the lease shall not contain any of the following terms:

(a) Agreement to be sued. Agreement by the Tenant to be sued, to admit guilt, or to a judgment in favor of the Owner in a lawsuit brought in connection with the lease;

(b) Treatment of property. Agreement by the Tenant that the Owner may take, hold, or sell personal property of household members without notice to the Tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the Tenant concerning disposition of personal property remaining in the Unit after the Tenant has moved out of the Unit. The Owner may dispose of this personal property in accordance with state law;

(c) Excusing Owner from responsibility. Agreement by the Tenant not to hold the Owner or the Owner's agents legally responsible for any action or failure to act, whether intentional or negligent;

(d) Waiver of notice. Agreement of the Tenant that the Owner may institute a lawsuit without notice to the Tenant;

(e) Waiver of legal proceedings. Agreement by the Tenant that the Owner may evict the Tenant or household members without instituting a civil court proceeding in which the Tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

(f) Waiver of a jury trial. Agreement by the Tenant to waive any right to a trial by jury;

(g) Waiver of right to appeal court decision. Agreement by the Tenant to waive the Tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and

(h) Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the Tenant to pay attorneys' fees or other legal costs even if the Tenant wins in a court proceeding by the Owner against the Tenant. The Tenant, however, may be obligated to pay costs if the Tenant loses.

4.2 Security Deposits. Security deposits shall be required of Tenants of the Project only in accordance with applicable Laws and this Agreement. Any security deposit collected by Owner or Owner's agent shall be segregated from all other funds of the Project in a trust account with a depository insured by the Federal Deposit Insurance Corporation (FDIC) or other comparable federal deposit insurance program, and shall be held and disbursed in accordance with all City, El Dorado County and State of California Laws. The balance of such account shall, at all times, equal or exceed the aggregate of all outstanding obligations under said account plus accrued interest thereon.

ARTICLE 5
RECORDS AND REPORTING

5.1 Records and Reporting.

(a) Owner shall maintain complete, accurate and current records pertaining to the Project, and shall permit any duly authorized representative of City to inspect records, including records pertaining to income and household size of Tenants. All Tenant lists, applications and waiting lists relating to the Project shall, at all times, be kept separate and identifiable from any other business of Owner and shall be maintained as required by City in a reasonable condition for proper audit and subject to examination during business hours by representatives of the City. Owner shall retain copies of all materials obtained or produced with respect to occupancy of the Units for a period of at least three (3) years.

(b) Owner shall file with the City an annual report no later than three (3) months following the end of each calendar year, including but not limited to, the completed financial audit of the Project for the previous calendar year, insurance certifications required under the Loan Agreement, a completed Annual Project Compliance Report, and any other information required by the City or HOME Program regulations.

ARTICLE 6
PROJECT MONITORING AND INSPECTIONS

6.1 General Inspection. Upon not less than forty-eight (48) hours' notice to Owner, City may, at any time during normal business hours during the term of this Regulatory Agreement, enter and

inspect the physical premises and inspect all accounting and other applicable records pertaining to the operation of the Project. Upon request by City, the Owner shall notify Tenants of upcoming inspections on Units in accordance with the Laws of the State of California.

6.2 Annual Monitoring. Pursuant to HOME Program regulations, City shall conduct an annual monitoring of the Project for rent and income compliance, affirmative marketing, and inspection for compliance with property standards. In accordance with 5.1(a) above, Owner shall make the Project and appropriate records available for any such inspection.

ARTICLE 7
PROJECT OPERATIONS

7.1 Business License. At all times during the Term of this Regulatory Agreement, and for so long as Owner is the owner of the Project, Owner shall maintain a current business license as required and issued by the City of South Lake Tahoe

7.2 Project Operating Reserve. Unless waived or postponed in writing by City, Owner shall establish and maintain at all times during the Term of this Regulatory Agreement, a reserve account with an FDIC-insured bank to cover extraordinary and unforeseen operating expenses (the "Project Operating Reserve Account"). The Project Operating Reserve Account shall be funded annually from the Project's funds (i.e., other than Loan Funds) in an amount equal to three percent (3%) of the actual annual operating expenses for the previous year. Monies deposited in the Project Operating Reserve Account shall not be withdrawn without the prior written consent of City, which consent shall not be unreasonably withheld

7.3 Reserve Fund for Replacements. Unless waived or postponed in writing by City, Owner shall establish and maintain at all times during the Term of this Regulatory Agreement, a reserve fund for replacements account with an FDIC-insured bank to cover the cost of capital replacements, including replacements of easily removable items (the "Reserve Fund for Replacements Account"). The Reserve Fund for Replacements Account shall be funded annually from the Project's funds (i.e., other than Loan Funds) in an amount equal to six-tenths of one percent (0.6%) of the Project's construction costs. Monies deposited in the Reserve Fund for Replacements Account shall not be withdrawn without the prior written consent of the City, which consent shall not be unreasonably withheld

7.4 Affirmative Marketing Procedures and Requirements. In order to comply with state and federal equal opportunity and other applicable affirmative marketing requirements, the Owner shall operate the Project in accordance with the City's Affirmative Marketing Procedures and Requirements and any subsequent amendments or replacement documents. The Affirmative Marketing Procedures and Requirements is attached as an exhibit to the Loan Agreement and shall remain in effect until the City takes action to adopt new or amended Affirmative Marketing Procedures and Requirements. The amended or new document will then govern affirmative marketing for the Project.

ARTICLE 8
MISCELLANEOUS

8.1 Term. The provisions of this Regulatory Agreement shall apply to Owner's fee interest in the Project for the entire Term even if the Loan is paid in full prior to the end of the Term. This Regulatory Agreement shall bind any successor, heir or assigns of Owner, whether a change in

interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by City and Agency. City and Agency make the Loan on the condition and in consideration of this provision, and would not have done so otherwise.

8.2 Covenants to Run with the Land. Subject to Section 2.3 above, Owner, City and Agency hereby declare their express intent that the covenants and restrictions set forth in this Regulatory Agreement shall run with the land, and shall bind all successors in title to the Property; provided, however, that on the expiration of the Term of this Regulatory Agreement, said covenants and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property, or any portion thereof, shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the City and Agency expressly release such conveyed portion of the Property from the requirements of this Regulatory Agreement.

8.3 Enforcement by City and Agency. If Owner fails to perform any obligation under this Regulatory Agreement, and fails to cure the default within thirty (30) days after the City (the "Notifying Party") has notified Owner in writing of the default or, if the default cannot be cured within thirty (30) days, or Owner has failed to commence to cure within thirty (30) days and thereafter diligently pursues such cure, the Notifying Party shall have the right to bring an action at law or in equity to compel Owner's performance of its obligations under this Regulatory Agreement, and/or for damages. Additionally, the Notifying Party may exercise any other remedy provided by law.

8.4 Compliance with Program Requirements. Owner agrees that, at all times, its acts regarding the Project and the use of funds provided herein shall be in conformity with all provisions of the HOME Program Regulations including the statutes, rules and regulations and such policies and procedures of the City pertaining thereto. The Owner acknowledges that it is familiar with such applicable provisions and has been professionally advised to the extent necessary for the purpose of enabling the Owner to comply fully with all such provisions.

8.5 Indemnification. Owner agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to City) City, Agency and their respective board members, commissioners, officers, employees and agents (collectively, the "Indemnitees") from all suits, actions, claims, causes of action, costs, demands, judgments, and liens arising out of Owner's performance or non-performances under this Regulatory Agreement, or arising out of acts or omissions of any of Owner's contractors, subcontractors, agents or persons claiming under any of the aforesaid, except as caused solely by an Indemnitee's gross negligence or willful misconduct. This indemnification shall survive the Term of this Regulatory Agreement but shall not apply to any action brought by an Indemnitee against Owner.

8.6 Attorneys' Fees and Costs. In any action brought to enforce this Regulatory Agreement, the prevailing party shall be entitled to all costs and expenses of suit, including reasonable attorney's fees, which includes the reasonable cost of in-house counsel. This section shall be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

8.7 Recording and Filing. Owner, City and Agency shall cause this Regulatory Agreement, and all amendments and supplements to it, to be recorded in the Official Records.

8.8 Governing Law. This Regulatory Agreement shall be governed by the Laws of the State of California.

8.9 Waiver of Owner's Obligations. Any obligation of Owner under this Regulatory Agreement may be expressly waived by City and Agency in writing, but no waiver of the agreement of any such obligation shall, or shall be deemed to, extend to or affect any other obligation of Owner under this Regulatory Agreement.

8.10 Amendments. This Regulatory Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title, and duly recorded in the Official Records.

8.11 Notices. All notices, consents, communications or transmittals required by this Regulatory Agreement shall be made in writing, and shall be deemed communicated by personal delivery or by United States mail, postage prepaid, as of the earlier of actual receipt or seven days from mailing, addressed as follows:

City and Agency: City of South Lake Tahoe
Housing and Economic Development
1901 Airport Road, Suite 107
South Lake Tahoe, CA 96150
Attn: Housing and Economic Development Coordinator

Owner: Evergreen Tahoe Partners, LLC
c/o PAM Development
Post Office Box 1570
Lodi, CA 95241

or such other address as either party may designate by written notice sent to the other party in like manner.

8.12 Severability. If any provision of this Regulatory Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Regulatory Agreement shall not in any way be affected or impaired thereby.

8.13 Mandatory Language in All Subsequent Deeds, Leases and Contracts for Sale of the Project or Property. All deeds, leases or contracts made or entered into by Owner, its successors or assigns, as to any portion of the Property shall contain therein the following language:

(a) In Deeds: "By acceptance of this deed, grantee herein covenants by and for itself, its successors and assigns that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status or handicap in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land."

(b) In Leases: "The lessee herein covenants by and for the lessee and lessee's heirs, personal representatives and assigns and all persons claiming under the lessee or

through the lessee that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status or handicap in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased."

c) In Contracts for Sale of the Project or Property: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status or handicap in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property, nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land."

8.14 Counterparts. This Regulatory Agreement may be executed in counterparts and, if so executed, such counterparts, when read together, shall constitute a single agreement that is binding on the parties hereto.

IN WITNESS WHEREOF, Owner, City and Agency have executed this Regulatory Agreement by duly authorized representatives, all on the date first written above.

OWNER:

Evergreen Tahoe Partners, LLC

By: _____
David J. Michael

CITY and AGENCY:

City of South Lake Tahoe
South Tahoe Redevelopment Agency

By: _____
Tom Davis, Mayor and Agency Chair

APPROVED AS TO FORM:

By: _____
Catherine L. DiCamillo
City/Agency Counsel

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT A

All that certain real property situated in the State of California, County of El Dorado, City of South Lake Tahoe, described as follows:

Lots 18, 19 and 22, Block 2, as said lots and block are shown on the Official Map of W. D. Barton Tract filed in the office of the County Recorder of said County on July 31, 1946, in Book A, at page 48.

APN: 32-211-06/07/17

State of California)
) ss.
County of)

On this 24 day of July, 2004, before me, the undersigned, a notary public in and for said state, personally appeared David J. Michael, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~) and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Maryann Hunt
Signature

Maryann Hunt
(print name)

MARYANN HUNT
COMM. #1403695
NOTARY PUBLIC - CALIFORNIA
SAN JOAQUIN COUNTY
My Commission Expires Mar. 4, 2007

State of California)
) ss.
County of)

On this 4th day of August, 2004, before me, the undersigned, a notary public in and for said state, personally appeared Tom Davis, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~) and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Ellen Boyle
Signature

Ellen Boyle
(print name)

ELLEN BOYLE
Commission # 1467490
Notary Public - California
El Dorado County
My Comm. Expires Feb 3, 2008

ELLEN BOYLE
Commission # 1467490
Notary Public - California
El Dorado County
My Comm. Expires Feb 3, 2008

PUBLIC HEARING a)

City of South Lake Tahoe

"making a positive difference now"

Staff Report
City Council Meeting of July 20 2004

Dt: July 9, 2004

To: David Jinkens, City Manager

Fr: Brad Vidro, Public Works Director/City Engineer

Re: Resolution Conditionally Vacating a Portion of Bijou Wagon Road as Public Right-of-Way

Recommendation:
Adopt Resolution

Discussion:
At the June 1, 2004 City Council meeting the Council adopted a resolution declaring the intent to abandon a portion of Bijou Wagon Road as public right-of-way and setting the date for this public hearing.

The City of South Lake Tahoe Public Works Department received a request from Lake Trout Development, LLC for the abandonment of a portion of Bijou Wagon Road right-of-way for approximately 190' through Assessor Parcel Nos. 027-010-04/08/20/21/18. The request came as a result of the new project, Sierra Shores (formerly called Lake Trout), on these parcels that was approved by the Planning Commission on April 8, 2004. This portion of roadway has some history associated with it. In 1967 a similar abandonment request was denied by the City of South Lake Tahoe Planning Commission due to the fact that the parcel configurations at that time would have created landlocked parcels (no access to public roadways). Several parcels in the affected area have been merged into larger parcels since that time so that current lot line configurations will not result in the creation of landlocked parcels.

Over the years the City has treated right-of-way abandonments in different ways. Some were abandoned to adjacent property owners with the condition that they restore the right-of-way with vegetation. Some, adjacent to the lake shore, were required to provide pedestrian access. Others were required to pay fair market value for the property. In all of these cases it was easy to determine that the right-of-way being abandoned was in public ownership. This is not the case with Bijou Wagon Road. Parcel maps do not indicate separate ownership of the proposed right-of-way to be abandoned. Neither does a roadway easement appear on title searches of the properties which the historical roadway went through. Therefore, staff is not requesting that the City be compensated for the abandonment, since it is not in public ownership and there is no clear record of when it was last used by the public.

CENTRAL RECORDS
FILE No.: 1023
1033
1036

As per City Code, the abandonment request was circulated to various City departments and all affected utilities. Comments were made on the potential historical value of the roadway and request for relocation or easements for existing utilities. Based on these comments staff is recommending the abandonment with the following conditions:

1. The adjacent property owners shall bear all costs of any easements that will be required for existing utilities and pay for relocation/abandonment of existing utilities within the abandoned section of Bijou Wagon Road.
2. The applicant shall prepare an adequate historical report documenting whether this small segment of right-of-way was a portion of an early transportation route that may have become U.S. Highway 50.
3. If the right-of-way is an historical transportation route, the applicant shall prepare and fund interpretive panels to document the road. Location of the panels shall be consistent with the future multi-use trail planned in this immediate area.

On May 13, 2004, the Planning Commission determined that the proposed abandonment conformed to the general plan and would not adversely affect the City's long-range street pattern. The Commission's recommendation was to approve the abandonment with staff's recommended conditions.

At the June 1, 2004 City Council meeting there was public comment on the issue and there was City Council discussion about abandoning the entire portion of Bijou Wagon Road. After further discussion with Ms. Springmeyer, staff determined that was not what was being requested by her and would be opposed by her. At this time only the portion of Bijou Wagon Road proposed for abandonment is that portion which was originally discussed.

Financial:
None with this action.

Attachments
c: Lew Feldman
Marjorie Springmeyer
h:\streets\b\bijou wagon road\srabandonment.doc

By:

Brad Vidro
Public Works Director/City Engineer

Reviewed and Approved

David Jinkens
City Manager

City Of South Lake Tahoe

Resolution No. 2004-47

A Resolution of the South Lake Tahoe City Council Conditionally Vacating a Portion (As Described Herein) of Bijou Wagon Road as Public Right-Of-Way

RESOLVED, by the City Council of the City of South Lake Tahoe, that:

WHEREAS, the City Council, in accordance with Article III, Chapter 26 of the South Lake Tahoe City Code and the Street Vacation Act of 1941 codified within the California Streets and Highways Code, adopted Resolution No. 2004-29 declaring its intent to abandon approximately 190 feet of the Bijou Wagon Road right-of-way, along Assessor Parcel Nos. 027-010-04/08/20/21/18; and

WHEREAS, that portion of Bijou Wagon Road public right-of-way which lies along those parcels has been determined to be unnecessary to residents in the vicinity for traffic circulation purposes; and

WHEREAS, this resolution seeks abandonment of said portion of Bijou Wagon Road public right-of-way, described as:

All that real property situated in the City of South Lake Tahoe, County of El Dorado, State of California, as shown on attached map (Exhibit A), and

WHEREAS, a public hearing for which public notice was provided for in accordance with California State Law has been conducted affording all interested persons an opportunity to be heard concerning the abandonment of said right-of-way; and

WHEREAS, the South Lake Tahoe City Council hereby expresses its intent that the following conditions be met as consideration for its abandonment of the above described right-of-way:

1. The adjacent property owners shall bear all costs of any easements that will be required for existing utilities and pay for relocation/abandonment of existing utilities within the abandoned section of Bijou Wagon Road.
2. The applicant shall prepare an adequate historical report documenting whether this small segment of right-of-way was a portion of an early transportation route that may have become U.S. Highway 50.
3. If the right-of-way is an historical transportation route, the applicant shall prepare and fund interpretive panels to document the road. Location of the panels shall be consistent with the future multi-use trail planned in this immediate area.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED THAT, upon adoption and subsequent recordation of this resolution, that portion of Bijou Wagon Road right-of-way herein described shall be deemed as having been vacated and will no longer constitute a public street.

PASSED AND ADOPTED by the City Council of the City of South Lake Tahoe on July 20, 2004, by the following votes:

Ayes: Councilmembers DAVIS, LOVELL, BROWN, COLE & UPTON

Noes: Councilmembers _____

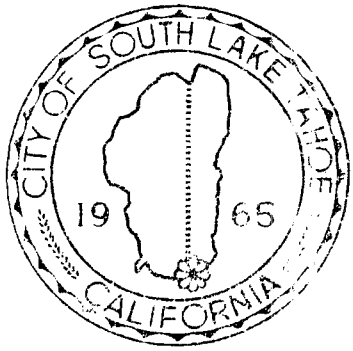
Absent: Councilmembers _____

Abstain: Councilmembers _____

Tom Davis, Mayor

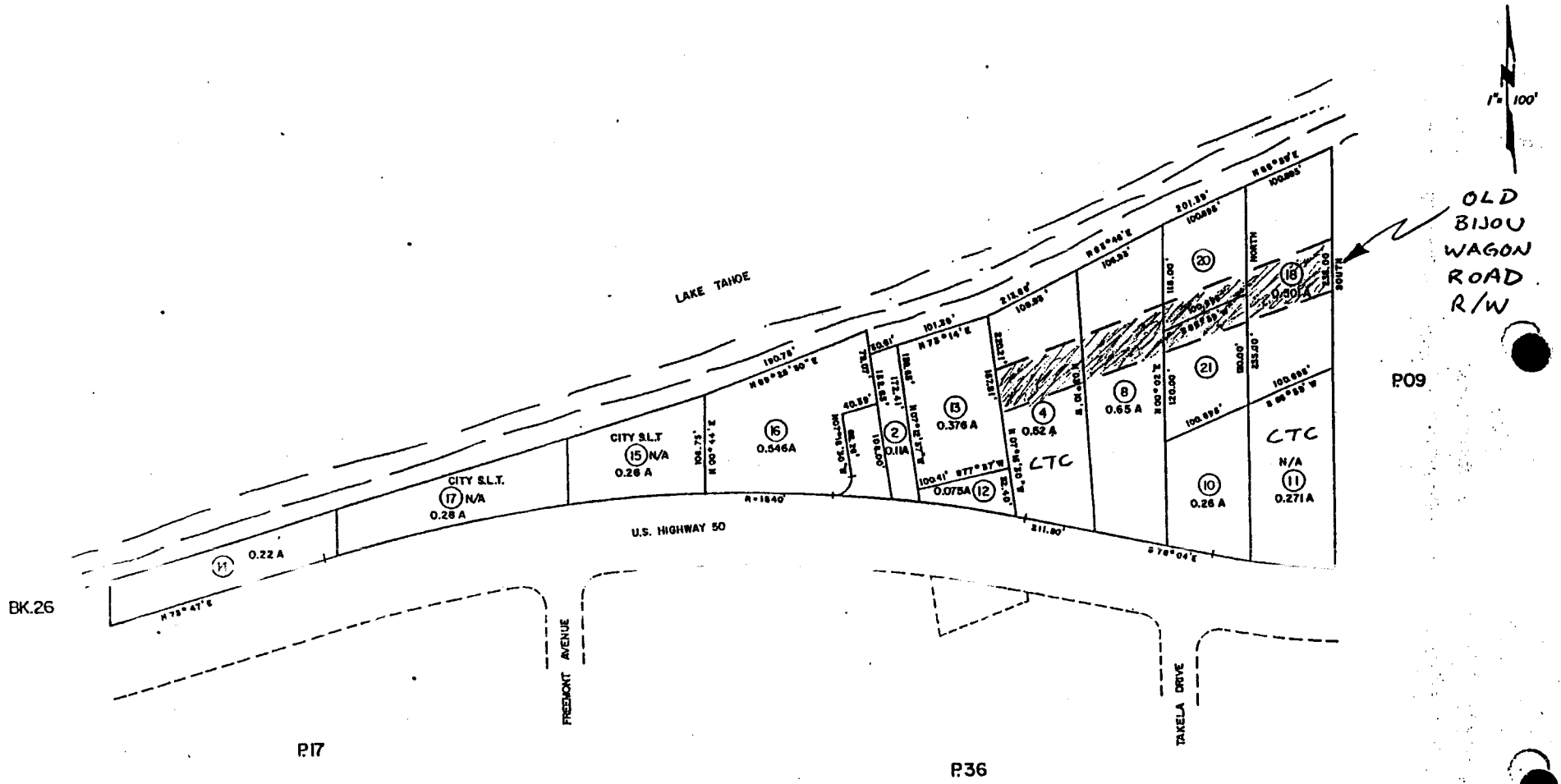
Attest:

City Clerk
City Seal



POR. NW1/4, SW1/4 .C. 33., T.13N., R.18E., M.D.M.

Tax Area Code 27:01



THIS MAP IS NOT A SURVEY. It is prepared by the El Dorado Co. Assessor's office for assessment purposes only.

NOTE – Assessor's Block Numbers Shown In Ellipses
Assessor's Parcel Numbers Shown In Circles

Assessor's Map Bk. 27 – Pg. 01
County of El Dorado, California

"A"

Tahoe Daily
Tribune

Proof and Statement of Publication

3079 Harrison Avenue,
South Lake Tahoe, CA 96150
Phone (775) 881-1201
Fax (775) 887-2408
Account Number: #03100682

Legal Acct Ellen Boyle
City of South Lake Tahoe
City Clerk's Department
1052 Tata Lane
South Lake Tahoe, CA 96150-6324

VICTORIA CRUMP says:
That (s)he is a legal clerk of the **TAHOE DAILY TRIBUNE**, a daily newspaper published at South Lake Tahoe, in the State of California.

Notice of Public Hearing
July 20, 2004 at 9:00 am
Abandonment of Bijou Wagon Road
Ad # 03514479

of which a copy is hereto attached, was published in said newspaper for the full required period of **1 time** commencing on **June 23, 2004** and ending on **June 23, 2004**, all days inclusive.

Signed: Victoria C

STATEMENT:

Date	Amount	Credit	Balance
6/23/04	54.76		54.76

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of South Lake Tahoe will be conducting a Public Hearing on July 20, 2004 at 9:00 a.m. (or as soon thereafter as the matter may be heard) in the City Council Chambers located at 1900 Lake Tahoe Boulevard, South Lake Tahoe to consider and receive public input regarding the possibility of the abandonment of a portion of Bijou Wagon Road. A street abandonment application for a portion of Bijou Wagon Road as a public right-of-way has been received from adjacent property owner Lake Trout Development, LLC.

Resolution Number 2004-29 declaring the South Lake Tahoe City Council's intent to abandon a portion of Bijou Wagon Road as a public right-of-way was adopted by the City Council on June 1, 2004.

A copy of related documents, maps and legal descriptions are available in the City Clerk's Department located at 1052 Tata Lane, South Lake Tahoe, California, or you may contact the City Engineer, Brad Vidro at (530) 542-6035 to answer specific questions.

All interested persons are invited to attend and to speak on this matter. You may also address your comments to the City Council in care of the City Clerk.

SUSAN ALESSI
CITY CLERK
CITY OF SOUTH LAKE TAHOE
1052 TATA LANE
SOUTH LAKE TAHOE, CA 96150
(530) 542-6004
Pub: June 23, 2004
Ad#03514479

RECEIVED
JUL - 1 2004

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SUSAN ALESSI – CITY CLERK
CITY OF SOUTH LAKE TAHOE
1052 TATA LANE
SOUTH LAKE TAHOE, CA 96150
(530) 542-6004

CITY OF SOUTH LAKE TAHOE
CITY COUNCIL
SOUTH TAHOE REDEVELOPMENT AGENCY

SPEAKER/COMMENT FORM

PLEASE FILL OUT COMPLETELY AND GIVE TO THE CITY CLERK

AGENDA ITEM NO. PH(a)

(Please complete one Speaker Form per Agenda Item)

Note: The purpose of the Speaker Form is to provide the Mayor with the number of persons wanting to speak on a specific agenda item. It is also used to accurately spell your name in the Official Minutes. Your address will not be contained in the Minutes. The reason we request your mailing address is so that the City Clerk's Department can provide you with an agenda when and/or if this item is heard again by the City Council/South Tahoe Redevelopment Agency in the future.

NAME: Juan C. Chavez

MAILING ADDRESS:

PHONE: (optional): (530) 542-4819

COMMENTS: city council public hearings: item: a.

Bijou Water

If you have specific questions regarding this form or the agenda process, please feel free to ask the City Clerk at the meeting.

Thank you for your participation in our meeting. We welcome your interest in the City of South Lake Tahoe.

CITY OF SOUTH LAKE TAHOE

FORMAL BID NO. 2004-02

AGREEMENT FOR TECHNICAL/MAINTENANCE SERVICES

THIS AGREEMENT is made and entered into this 20th day of July, 2004 by and between the City of South Lake Tahoe, a municipal corporation, (" City") and, a corporation, partnership, or individual and independent contractor, (hereinafter Contractor).

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES THAT FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS EXCHANGED HEREIN:

1. Type of Services & Terms. Contractor was the awarded bidder for Formal Bid No. 2004-03 for WORK GARMENT AND LINEN SERVICES for a period of three years, commencing with the date of execution of this agreement. In the event said three (3) year period expires without another agreement being executed, this agreement shall continue on a month to month basis under the same terms and conditions until such time as the City Council takes action on another agreement.

2. Compliance with Bid Specifications. Prior to submitting said bid, Contractor carefully studied the bid specifications and has agreed to comply in full, therewith. A true copy of said specifications are attached hereto as Exhibit A and incorporated by reference herein as if fully set forth.

3. Scope of Services and Compensation. The proposal for provision of services submitted in response to said specifications, a true copy of which is attached hereto as Exhibit B and incorporated by reference herein as if fully set forth, sets forth the compensation to be paid and the services to be performed by Contractor over the two (2) year period of this agreement. In the event of a conflict between this agreement and the proposal attached as Exhibit B, the provisions of this agreement and the bid documents shall control. Contractor shall have no power or authority by this agreement to bind City in any respect. Contractor shall act as, and be an independent contractor and shall not act as an agent or employee of City.

4. Tools & Equipment. Contractor shall furnish all tools, equipment, apparatus, facilities, labor and material necessary to perform and complete in a good and workmanlike manner, the work of general maintenance as called for, and in the matter designated in, and in strict conformity with, specifications for said work.

The equipment, apparatus, facilities, labor and material shall be furnished, and said work performed and completed, as required in said specifications under the direction and supervision, and subject to the approval of the City Manager or his/her designated assistant.

CENTRAL RECORDS
FILE No.: 1047
C-40 001

5. Indemnity. Contractor hereby agrees to and shall defend, indemnify, and hold City, its elective and appointive boards, officers, agents and employees, harmless from and against any liability for claims, demands, actions, losses, damages, and injuries including death, as well as from claims for property damage, direct or indirect, which may arise from contractor's or any of subcontractors operations under this agreement, whether such operations be by Contractor or subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Contractor or any subcontractors.

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

This hold-harmless agreement by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor 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.

6. Insurance. Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

a) Worker's Compensation Insurance. Contractor shall maintain Worker's Compensation Insurance and Employer's Liability Insurance for all his/her employees, in accordance with the laws of the State of California. If any work is sublet, contractor shall require subcontractor similarly to provide worker's compensation insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor. If any class of employees engaged in work under this contract is not protected under any worker's compensation law, Contractor shall provide, and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor agrees to indemnify City for any damage resulting to it from failure of either Contractor or any subcontractor to maintain such insurance.

b) Public Liability and Property Damage Insurance. Contractor shall maintain such public liability and property damage insurance as shall protect City, its elective and appointive boards, officers, agents and employees and Contractor from any claims for damages for personal injury, including death, as well as from claims for property damage which may arise from Contractor's or any subcontractor's operations under this contract, whether such operations be by Contractor or by any subcontractor, or by anyone directly or indirectly employed by either Contractor or any subcontractor, and the amounts of such insurance shall be as follows:

Public Liability Insurance, in an amount not less than $500,000 per person, $1,000,000 per occurrence, bodily injury and death and $250,000 per occurrence, $500,000 aggregate property damage.

No policies of insurance carried by the contractor shall be subject to cancellation except after notice to the City Attorney and the City Manager by certified mail at least 30 days prior to the date of cancellation.

c) Endorsements. Each insurance policy shall issue an endorsement naming City, its elective and appointed officers, officials, employees, agents, and volunteers, as additional insured, with respect to liability arising out of the work performed by Contractor or its subcontractors. Said endorsement shall state the policy is primary insurance as respects the City, and that the insurer waives all rights of subrogation against City.

d) Deductibles. Any deductibles or self-insured retentions must be declared and approved by City. At City's option, Contractor shall demonstrate financial responsibility for payment of such deductibles or self-insured retentions.

e) Certificate of Insurance. Contractor shall provide certificates of insurance with original endorsements to City as evidence of the insurance required herein. Contractor shall not commence work under this contract until all insurance has been approved by City as to form, amount and carrier, nor shall Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

7. Payment. Contractor shall be paid monthly, based upon work done and materials supplied in the preceding month. Provided however, that payment of any consideration within any given month shall be expressly contingent upon the performance of the terms and conditions of this agreement to the satisfaction of the City Manager or his/her designee. Upon approval, the billing shall be paid through the normal and customary budgeting process.

8. Permits and Licenses. Contractor shall, at Contractor's expense, obtain all necessary permits and licenses, including City Business & Professions Tax Certificate for the maintenance service, give all necessary notices and pay all fees and taxes required by law.

9. Non-Assignability. This agreement may not be assigned, delegated or otherwise alienated without the express written consent of City having first been obtained.

10. Termination--Generally. After expiration of the initial two year term, this Agreement may be terminated by either party upon thirty (30) days written notice to the address of the non-canceling party as set forth at the end of this agreement.

11. Termination for Cause. Irrespective of the aforementioned Sixty day termination provision, City may terminate this Agreement for cause in the event Contractor fails to provide service in accordance with the terms herein. In the event of such failure by Contractor to perform, City shall provide written notification to Contractor of specific deficiencies and shall provide Contractor Five (5) days from the date of such notification

to correct deficiencies, and to demonstrate to the satisfaction of the City Manager, or his/her designee that corrective action has commenced and will be ongoing. In the event the terms of this Agreement continue to be violated after the period within which corrections must be made, City shall have the right to immediately terminate this Agreement.

In the event Contractor is adjudged bankrupt, makes a general assignment for the benefit of the Contractor's creditors, or if a receiver is appointed in the event of Contractor's insolvency, City may terminate this Agreement upon Five (5) days written notice to Contractor at its address as set forth at the end of this Agreement.

Termination by the City for cause as set forth herein shall not constitute an election of remedies and City shall have the right to pursue any and all legal remedies available at law or in equity.

12. Non-Collusion. The Contractor, as successful bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that s/he has carefully read and examined all other bid documents included in the Invitation to Bid, and has attended the mandatory pre-bid conference; that s/he proposes and agrees, if this proposal is accepted, that s/he will contract with the City of South Lake Tahoe to provide all necessary machinery, tools, supplies, etc to do all the work specified in the manner and time set forth herein and in accordance with the requirements of the City; and that s/he will take in full payment therefore the amounts shown on the following unit price schedules listed on the proposal sheets contained herein.

13. Non-Discrimination. The Contractor shall be responsible to see that there is no discrimination against any employee who is employed in the work covered by this Contract or any applicant for employment because of sex, race, religion, color, national origin, handicap, ancestry, or age, and that this Contract provision shall include but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

14. Dispute Resolution. Any dispute concerning this agreement shall first be submitted to the City Manager or his/her designee for resolution. If no resolution is reached, such dispute will be submitted to the City Council, whose decision shall be final and binding on all parties.

15. Arbitration. Judicial Review, where available, shall be resolved by binding arbitration under the judicial arbitration rules set forth in the California Code of Civil Procedures § 1280 et seq. Unless otherwise agreed, arbitration will take place in El Dorado, California.

16. Judicial Jurisdiction. This agreement shall be interpreted and enforced in accord with the laws of the State of California and the venue for any litigation arising herefrom shall be in an El Dorado County, California court of competent jurisdiction.

17. Complete Agreement. This agreement represents the complete agreement by and between the parties hereto and all oral representation, prior written agreements, and all sections of the Formal Bid No.2001-02 bid document are merged herein. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

DATE OF EXECUTION July 20, 2004

CITY OF SOUTH LAKE TAHOE
1052 TATA LANE
SOUTH LAKE TAHOE, CA 96150

BY: _____
MAYOR

ATTEST:

Susan Alessi, City Clerk

CITY OF SOUTH LAKE TAHOE 1965 CALIFORNIA

ALSCO
COMPANY NAME

2535 E 5TH ST RENO
ADDRESS

Todd A Solomon
AUTHORIZED AGENT (PRINT)

_____
AUTHORIZED AGENT (SIGNATURE)

APPROVED AS TO FORM:

Catherine L. DiCamillo
CITY ATTORNEY

7

7

City of South Lake Tahoe

"making a positive difference now"

Staff Report for the
City Council Meeting of July 20, 2004

Dt: July 14, 2004

To: David M. Jinkens, City Manager

Fr: Andra Burnam, Housing and Economic Development Assistant

Re: Authorize City Manager to execute Professional Services Agreement with Golden Capital Network (GCN) to provide technical assistance to microenterprise entrepreneurs under grant agreement 03-EDBG-912

Recommendation(s):

Authorize City Manager to execute Professional Services Agreement with Golden Capital Network (GCN).

Discussion:

On September 16, 2003, the City Council authorized staff to submit an application to the State of California Community Development Block Grant (CDBG) Program to fund a Program offered through Golden Capital Network (GCN) known as the V3 Program. This program is a complete growth resource for entrepreneurs, encompassing training, mentoring, professional services and connections to capital sources. The City has been awarded a $300,000 grant to perform this technical assistance activity to microenterprises. A microenterprise is defined as a business that has five or fewer employees, one or more whom own the enterprise. The program that will be offered through the City of South Lake Tahoe is identified as the "Entrepreneur Growth Program" (EGP).

Attached for the City Council's review is the Professional Services Agreement between the City of South Lake Tahoe and GCN. The City is the responsible entity and is contracted with the State of California to execute the grant; however, staff is requesting the professional services of GCN as the subrecipient to carry-out the main activity of the grant. Of the $300,000 awarded to the City; $249,750 will be utilized by GCN to perform the training and technical assistance to potential entrepreneurs within the City of South Lake Tahoe; and, $50,250 will be used for City staff reimbursement to administer the program, which includes all necessary reporting requirements. The funds will be expended over a 24-month period.

Housing and Economic Development
(530) 542-6047 · (530) 542-7955 FAX
1901 Airport Road, Suite 107 · South Lake Tahoe · California 96150-7004

CENTRAL RECORDS
FILE No.: 1047
1264

The scope of services includes the following:

- Provide training, counseling and mentoring for microenterprise entrepreneurs with existing growth-oriented businesses or potential growth-oriented businesses;

  - Classroom training sessions.
  - Live and virtual lectures by experts on growing a business and raising capital.
  - Onsite and online "webinar" entrepreneur training modules; topics such as:
    - Entrepreneurs attitudes; what it takes to be an entrepreneur;
    - Business plans and business planning;
    - Business structure and organizational development: ownership, management team, accessing talent;
    - Product development and related legal issues;
    - Market research: sizing, segmentation and customer analysis;
    - Marketing tactics and execution: customer analysis, acquisition and sales;
    - Financials part 1 – accounting systems, financial statements, managing cash flow;
    - Financials part 2 – financial modeling, growth predictions, milestones and capitalization;
    - Capital sources and finding growth capital: grant, debt, equity; and
    - Preparing and presenting fundraising and customer acquisition materials: company presentation PowerPoint and executive summaries.
  - Capital Connection Services.
    - Venture capital conference presentation;
    - Introduction to angel investors and venture capitalist; and,
    - Introduction to lenders.

Fiscal Impact:

The proposed Professional Services Agreement will have no impact on the City's General Fund and has the potential of bringing additional revenue to the City of South Lake Tahoe for economic development activities. The grant was leveraged with private in-kind services from supportive organizations:

South Lake Tahoe Chamber of Commerce	$1,500.00
Sacramento Small Business Development Center	$1,500.00
Golden Sierra Job Training Agency	$1,000.00
Golden Capital Network	$ 990.00

At the September 2, 2003 City Council Meeting, Mr. Jon Gregory, President and CEO of Golden Capital Network (GCN), presented the V3 Program. On September 16, 2003, the Council approved a resolution authorizing staff to submit a CDBG application to fund this activity. The application sent to the State CDBG Program for rating and ranking reflected that GCN would be administering the technical assistance. The State of California awarded the City the funds based on GCN as the subrecipient. If GCN is not approved to provide their professional services as a subrecipient to administer the technical assistance activity for grant number 03-EDBG-912; the $300,000 awarded to the City will be disencumbered by the State of California.

I concur:

Teri Jamin
Community Development Director

Approved

David M. Jinkens
City Manager

Attachments
c: Patrick Conway
Jon Gregory, Golden Capital Network
ab/economicdevelopment/03-EDBG-912/staffreport7-20-04CC

Housing and Economic Development
(530) 542-6047 · (530) 542-7955 FAX
1901 Airport Road, Suite 107 · South Lake Tahoe · California 96150-7004

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 20th day of July 2004, by and between the City of South Lake Tahoe, a municipal corporation ("City") and Golden Capital Network, a California Non Profit Corporation ("Subrecipient").

RECITALS

A. Subrecipient is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

B. Subrecipient 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 Subrecipient to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Subrecipient shall perform the services described in Exhibit A which is attached hereto and incorporated herein by reference. Subrecipient shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of City through its staff that it may provide from time to time. Subrecipient shall have no power or authority by this Agreement to bind City in any respect.

2. Term /Time of Performance. The services by Subrecipient are to commence upon the execution of this Agreement and shall continue until all authorized work is approved by City. All such work shall be completed no later than two years from the date of this Agreement. Time is of the essence, and failure of the Subrecipient to perform the services described in Exhibit A within the time limits set forth above shall constitute a material breach of this Agreement.

3. Compensation. Compensation to be paid to Subrecipient 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 Subrecipient's compensation exceed $249,750 without additional 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.

4. Method of Payment. Subrecipient shall submit monthly billings to City describing the work performed during the preceding month. Subrecipient'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, and a description of any reimbursable expenditures. City shall pay Subrecipient no later than 30 days after approval of the monthly invoice by City staff. When payments made by City equal 90% of the

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C-17

maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by City.

5. Extra Work. At any time during the term of this Agreement, City may request that Subrecipient 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. Subrecipient shall not perform, nor be compensated for, Extra Work without written authorization from City.

6. Termination. This Agreement may be terminated by City immediately for cause or without cause upon fifteen days' written notice of termination. Upon termination, Subrecipient 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.

7. Ownership of Documents. All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Subrecipient, its officers, employees and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Subrecipient for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Subrecipient or to any other party. Subrecipient shall, at Subrecipient's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Subrecipient 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. Subrecipient's Books and Records.

a. Subrecipient 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 five (5) years, or for any longer period required by law, from the date of final payment to Subrecipient for services provided pursuant to this Agreement.

b. Subrecipient shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of five (5) 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 Subrecipient'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 Subrecipient'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 Subrecipient, Subrecipient's representatives, or Subrecipient's successor-in-interest.

9. Independent Contractor. It is understood that Subrecipient, 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. Subrecipient shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Subrecipient hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors or subcontractors hired or retained by Subrecipient are employees, agents, contractors or subcontractors of Subrecipient and not City.

10. Interest of Subrecipient. Subrecipient (including principals, associates and professional employees) 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 Subrecipient's services hereunder. Subrecipient 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.

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

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 Subrecipient. City has relied upon the professional training and ability of Subrecipient to perform the services hereunder as a material inducement to enter into this Agreement. Subrecipient shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Subrecipient 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 Subrecipient's field of expertise. The primary provider of the services called for by this Agreement shall be David Barrios, V3 Program Manager, who shall not be replaced without the written consent of City.

12. Compliance with Laws. Subrecipient shall use the standard of care in its profession to comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations.

13. Licenses. Subrecipient represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Subrecipient to practice its profession. Subrecipient represents and warrants to City that Subrecipient 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 Subrecipient to practice its profession. Subrecipient shall maintain a City of South Lake Tahoe business license at

all times services are performed under this Agreement. Subrecipient acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

14. Indemnity. Subrecipient hereby agrees to and shall defend, 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 the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claims arising out of the sole negligence or willful misconduct of the City, its boards, officers, agents, employees or volunteers.

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

This hold harmless agreement by Subrecipient shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operation of Subrecipient 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.

15. Insurance Requirements.

a. Subrecipient, at Subrecipient's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Subrecipient 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, Subrecipient 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 or non-renewal of all Workers' Compensation policies must be received by City at least thirty (30) days prior to such change. 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 Subrecipient for City.

ii. General Liability Coverage. Subrecipient 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. Automobile Liability Coverage. Subrecipient shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Subrecipient 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. Subrecipient shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Subrecipient or by its employees, subcontractors, 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 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 with respect to liability arising out of work performed by or on behalf of the Subrecipient, 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 company.

iv. The insurer waives all rights of subrogation against City, 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 Subrecipient shall be suspended, voided, canceled, or reduced 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. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Subrecipient shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Subrecipient shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Subrecipient 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 Subrecipient allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

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 Manager
City of South Lake Tahoe
1052 Tata Lane
South Lake Tahoe, CA 96150

If to Subrecipient: Golden Capital Network
155 East Third Avenue
Chico, CA 95926

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

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

19. 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 Subrecipient. Assignments of any or all rights, duties or obligations of the Subrecipient under this Agreement will be permitted only with the express consent of City. Subrecipient 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, Subrecipient 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.

20. 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.

21. 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.

22. 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 which decision shall be final and binding.

23. Arbitration. Judicial review, where available, shall be resolved by binding arbitration under the Judicial Arbitration Rules set forth in the California Code of Civil Procedures §1280 et seq. Unless otherwise agreed, Arbitration will take place in El Dorado County, California.

24. Attorneys Fees. In the event of any dispute, claim or litigation based upon or relating to the breach, default or enforcement of any of the provisions of this Agreement, the prevailing party in such dispute, claim or litigation shall be entitled to recover its reasonable attorneys fees, court costs, and expenses from the non-prevailing party.

25. 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 Unified Courts in the County of El Dorado, South Lake Tahoe Division.

26. 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.

27. Authority to Enter Agreement. Subrecipient 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.

28. Prohibited Interests. Subrecipient maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Subrecipient, to solicit or secure this Agreement. Further, Subrecipient warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Subrecipient, 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.

29. Equal Opportunity Employment. Subrecipient 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. Subrecipient 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.

30. State CDBG Program Agreement. Subrecipient and City both acknowledge and understand that this Agreement is being entered into pursuant to a grant agreement between the State CDBG Program and the City, and the provisions of those agreements govern the terms and operations of this Agreement. Furthermore, the parties to this Agreement acknowledge and understand that the State

CDBG Program reserves the right to inspect any work performed under this Agreement to ensure that the work is being done and has been performed in accordance with applicable requirements of the State CDBG Program. Subrecipient agrees that any and all work found by such inspections not to conform to applicable requirements shall be corrected, and City may withhold payment to Subrecipient until such work is corrected.

31. State Audit Requirements. Subrecipient and City both acknowledge and understand that this Agreement, and performance and payments under this Agreement, are subject to examination and audit by the State of California, the Federal Government, the Bureau of State Audits, the State CDBG Program and/or their representatives for five (5) years after the termination of this Agreement, or five (5) years from the conclusion of resolution of any and all audits or litigation relevant to this Agreement or the State Contract and any amendments, whichever is later. In accordance with this time frame, Subrecipient agrees to maintain all relevant records, accounts, documents, books and papers pertinent to this Agreement for this purpose. If, upon such examination and audit, the State, the Federal Government, the Bureau of State Audits, State CDBG Program and/or their representatives determine that all or any payments made to Subrecipient are ineligible, Subrecipient agrees to refund any an all such ineligible payments to the State CDBG Program, and further agrees City shall not be liable for payment of any such ineligible amounts to Subrecipient.

32. Drug-Free Workplace Certification. By signing this Agreement, Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that the Subrecipient 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 company's drug-free policy statement; and
    ii. Will agree to abide by the terms of the company'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 Subrecipient may be ineligible for award of any future City agreements if City determines that any of the following has occurred: the

Subrecipient (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

33. Anti-Lobbying Certification. Subrecipient shall submit to City the Anti-Lobbying Certification contained in Exhibit D. Further, Subrecipient shall require that the language of the certification in Exhibit D be included in all contracts or subcontracts entered into in connection with this Agreement and that all Subrecipients shall certify and disclose accordingly.

34. Americans with Disabilities Act. By signing this Agreement, Subrecipient 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.

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

CITY OF SOUTH LAKE TAHOE

By _____
David Jinkens
City Manager

GOLDEN CAPITAL NETWORK

By _____

Title President/CEO

Business License # 94 3138048

APPROVED AS TO FORM:

_____
Catherine L. DiCamillo
City Attorney

ATTEST:

_____
Susan Alessi,
City Clerk

Attachments:

Exhibit A - Scope of Services
Exhibit B - Schedule of Charges
Exhibit C - State of California Equal Opportunity Requirements
Exhibit D - Anti-Lobbying Certification

EXHIBIT A

SCOPE OF SERVICE

I. SCOPE OF SERVICE

Golden Capital Network (GCN) will provide key Program Delivery Services for the City of South Lake Tahoe Microenterprise Technical Assistance Enterprise Fund, [Entrepreneur Growth Program (EGP)], which will bring together strategic training, counseling, mentoring and technical assistance to support Targeted Income Group (TIG) eligible start-up and early-stage enterprises. The EGP Program for the City of South Lake Tahoe is up to a 24-month program that will include hands-on classroom training, web-based on going skills training and mentoring, and active links to capital for successful program candidates. Participant companies will meet strict criteria to be eligible for enrollment supported by Community Development Block Grant (CDBG) funding. Additional companies not eligible for CDBG benefits under this program may be allowed to participate as space is available and on a fee basis. The EGP is designed to meet the following objectives:

- Provide critically needed training, counseling and mentoring for microenterprise entrepreneurs with existing growth-oriented businesses or potential growth-oriented businesses.
- Increase job creation especially in the Targeted Income Group.
- Increase capital investment and wealth in the community.

GCN's contract will specifically include delivery of the following:

The EGP will include two or possibly three entrepreneur training cycles and/or one-on-one technical assistance that provide direct, comprehensive assistance to at least fifteen promising entrepreneurs during the term of the 24-month program. Steps in the cycle will include a myriad of activities, including the following:

- Kick-Off "Accelerate It!" Training Event and Entrepreneur Showcase.
- Program Application and Assessment Period.
- Classroom Training Sessions with Selected Companies.
- On-Demand Live and Virtual Lectures by Experts on Growing a Business and Raising Capital.
- Participation in a Combination of Onsite and Online "Webinar" Entrepreneur Training Modules, topics such as:
  - Entrepreneurial attitudes: what it takes to be an entrepreneur;
  - Business plans and business planning;
  - Business structure and organizational development: ownership, management team, accessing talent;
  - Product development and related legal issues;
  - Market research: sizing, segmentation and customer analysis;
  - Marketing tactics and execution: customer analysis, acquisition and sales;
  - Financials Part 1 – accounting systems, financials statements, managing cash flow;
  - Financials Part 2 – financial modeling, growth predictions, milestones and capitalization;
  - Capital sources and finding growth capital grant, debt, equity; and,
  - Preparing and presenting fundraising and customer acquisition materials: company presentation PowerPoint and executive summaries.

- Dress Rehearsals.
- Capital Connection Services
  - Venture Capital Conference presentation;
  - Local showcase/graduation events;
  - Introduction to angel investors and VC's;
  - Introduction to lenders, grant funders (SBIR, etc) and RLF operators, among others;
- Exit Survey and Evaluation.

Before or after completion of each individual cycle, program staff will work with the alumni companies to further refine business plan goals and objectives, provide guidance on executing the business plan, and assist in developing creative public/private financing packages for funding the company's growth.

The activities will occur at locations mutually agreed upon with the City of South Lake Tahoe and GCN.

GCN's role in the City of South Lake Tahoe's Entrepreneur Growth Program will also include the installation of technical assistance training technology, building of a program Web presence, training program design, curriculum development, recruitment of project's mentors, coaches and trainers, secure contractors and personnel for the project, select local hosts, and coordinate with the existing local and regional economic development network. These processes will be ongoing during the course of the project.

The activities carried out with funds provided under this Agreement will meet one or more of the CDBG Program National Objectives: 1) benefit low/moderate income persons; 2) aid in the prevention or elimination of slums or blight; 3) meet community development needs having a particular urgency as defined in 24 CFR Part 570.208.

II. GOLDEN CAPITAL NETWORK PROJECT TEAM

Work will be distributed among the following key GCN staff to meet the goals and objectives of the program.

David Barrios, VP Entrepreneur Development Programs and V3 Program Manager
Jon Gregory, President and CEO
Jim Mikles, VP Training, Events & Technology
Karen McHenry, Administrative Assistant

In addition, augmenting GCN's staff will be Dr. Mark Zetter, Mentor/Trainer and numerous other expert trainers, coaches and mentors who may provide additional services to the project either voluntarily or for a fee.

EXHIBIT B

SCHEDULE OF CHARGES

I. BUDGET and PAYMENT

Work will be distributed to meet the goals and objectives of the program, to complete the deliverable schedule and execute the project to the activity specifications. Contract amount under this agreement shall not exceed $249,750. GCN's standard contractual bill rate is $125.00 per hour.

Invoices shall be submitted on a monthly basis with supporting time sheets. Payment is due with 30 days of receipt of invoice.

II. DELIVERABLES/PROJECT TIMELINE -- PROPOSED

Task	**Date of Completion**
Initial Marketing and Outreach by City of South Lake Tahoe	Summer/Fall 2004
Technical Assistance Starts	August 2004
Accelerate It! Entrepreneur Boot Camp & Kick-Off Event (if needed)	Summer/Fall 2004
Web-Page Development	August/September 2004
Curriculum Development/Revisions	As Needed
Online Modules, Webinars & Mentoring	As Needed
Alumni Mentoring	Ongoing

EXHIBIT C

STATE OF CALIFORNIA EQUAL OPPORTUNITY REQUIREMENTS STANDARD CONTRACT LANGUAGE: ALL CONTRACTS AND SUBCONTRACTS

1. The Civil Rights, HCD, and Age Discrimination Acts Assurance:

During the performance of this Agreement, Subrecipient assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subject to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by the State Contract or this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

2. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:

a) The work to be performed under this Agreement is on an activity funded under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the area and contracts for work in connection with the activity be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the activity.

b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c) The Subrecipient will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d) The Subrecipient will include these Section 3 clauses in every contract and subcontract for work in connection with the activity and will, at the direction of the City, take appropriate action pursuant to the Agreement upon a finding that the Subrecipient or any contractor or subcontractor is in violation of regulations issued by the State and/or the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless the Subrecipient or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the activity, binding upon the Subrecipient its successors, and assigns. Failure to fulfill these requirements shall subject the Subrecipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or contract through which federal assistance is provided, and to such sanctions as specified by 24 CFR Part 135.

3. State Nondiscrimination Clause:

a) During the performance of this Agreement, Subrecipient and its contractors and subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Subrecipient and its contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Subrecipient and its contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7258.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Subrecipient shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b) Subrecipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

EXHIBIT D

ANTI-LOBBYING CERTIFICATION

Subrecipient 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.

Golden Capital Network

By:_____

Jon Gregory, President

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City of South Lake Tahoe

"making a positive difference now"

Staff Report
City Council Meeting of July 20, 2004

Dt: July 9, 2004

To: David Jinkens, City Manager

Fr: Jason Dukes, Assistant Engineer

Re: Award Bid, Lyons Ave / Rufus Allen Blvd SR2S Project, PWC 2002-20, Formal Bid No. 2004-006, Contract Price $428,133

Recommendation:

1. Award bid to low bidder, C.B. Ebright Company, Inc. , for the total contract price of $428,133

2. City Council authorize the Mayor to execute the Contract documents upon approval as to form by the City Attorney.

Discussion:

Bids were solicited for the construction of a Federal Highway Administration (FHWA) Safe Routes to School (SR2S) grant project. The project improvements include construction of a detached eight foot wide multi-use trail along the South side of Lyons Avenue from U.S. Highway 50 to Rufus Allen Boulevard, a six-foot wide sidewalk along the east side of Rufus Allen Blvd from Lyons Ave to the City of South Lake Tahoe (City) Recreation Center, and construction of handicap curb ramps at the adjacent intersections. Additionally, the project will include storm drainage infrastructure improvements that consist of concrete curb and gutter, infiltration trenches, detention basins, and revegetation treatments along with wood fencing barriers to protect the shoulder of the road from off-street parking. The project will improve pedestrian and bicycle access to South Tahoe Middle School and Al Tahoe Elementary School, plus improve the access between the schools and the City's Recreation Center.

The City currently has responsibility for street maintenance in this project area. Installation of concrete curb and gutter and improvements to the City storm drainage system will reduce erosion, improve water quality, and help to satisfy the City's obligations under our National Pollution Discharge Elimination System (NPDES) Municipal Stormwater Discharge Permit. The permit requires that stormwater discharged from the City's street system meet certain effluent limits by the year 2008 or be subject to fines. The installation of the concrete curb and gutter and storm drainage improvements will also increase the life of the City's street system by reducing the damage done by uncontrolled storm water runoff. Additionally the design of the detached eight-foot wide multi-use trail along Lyons Ave meets the guidelines to allow the South Lake Tahoe Recreation Joint Powers Authority to provide up to $5,000/mile/year in Measure S funds to augment maintenance costs for the multi-use trail.

CENTRAL RECORDS
FILE No.: 1047

The project was advertised in the Tahoe Daily Tribune and invitations to bidders were sent to 150 contractors and 20 builders' exchanges. Fourteen (14) contractors took out bid packets and six (6) bids were received.

The following bids were received:

Bidder	**Bid Amount**
CB Ebright Company, Inc.	$428,133.00
V&C Construction, Inc.	$447,524.00
Rick Martin Construction Co.	$451,254.65
Don Garcia Excavating & Paving, Inc.	$488,159.00
T.E. Bertagnolli & Associates	$544,000.60
Granite Construction Company	$627,627.00

The engineer's estimate was: $460,000

After evaluation of the bids staff recommends award of the bid received by C.B. Ebright Company, Inc. Construction will begin on or about August 2, 2004 with all construction completed no later than September 3, 2004.

Financial:
At the City Council Meeting of September 2, 2003 the City Council adopted Resolution No. 2003-60 to approve the Agency-State Master Agreement and Program Supplement Agreement for this project and accept the FHWA SR2S grant funds in an amount of $356,400. Since the project is being conducted jointly with the Lake Tahoe Unified School District (LTUSD) it was mutually agreed that the City would provide the engineering and construction management for the project while LTUSD would provide $41,600 in match funds.

The TRPA Water Quality Mitigation Funds are limited to construction costs only and will be spent on an as needed basis after the FHWA SR2S grant funds and LTUSD match funds have been exhausted. A summary of the project budget is below.

Project funding:	
FHWA Safe Routes to School Grant	$ 356,400.00
LTUSD grant match funds	$ 41,600.00
TRPA Water Quality Mitigation Funds	$ 75,000.00
Total Funding Available	**$473,000.00**

Project expenditures:

Construction	$ 428,133.00
Contingency	$ 44,867.00
Total Expenditures	**$473,000.00**

As with all grant funded projects, there will be future maintenance costs associated with the construction of the improvements. Staff feels that the economic benefit derived from getting the improvements at minimal or no cost is worth the benefit they provide in safety improvements, recreational opportunities, extending the life of the city streets, and helping to meet our NPDES storm water discharge permit requirements. Maintenance costs for the multi-use trail will be augmented with Measure S funds.

By:

Jason Dukes, Assistant Engineer

I concur with this report:

Brad Vidro, Public Works Director

Approved by:

David Jinkens, City Manager

Enclosure
c: Steve Morales, LTUSD
Steve Peck

h:\pwcs\2002pwcs\pwc2002-20, lyons ave-rufus allen blvd sidewalk improv\city council\sr_award_sr2s.doc

City Of South Lake Tahoe

DEPARTMENT OF PUBLIC WORKS

CONTRACT

for

LYONS AVE / RUFUS ALLEN BLVD SR2S PROJECT
PWC 2002-20

THIS AGREEMENT made and entered into the 20 day of July, 2004 by and between the City of South Lake Tahoe, a political subdivision of the State of California, hereinafter designated "City," and **C.B. Ebright Company, Inc.** hereinafter 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 express necessary to perform and complete, in good workmanship manner, the **LYONS AVE / RUFUS ALLEN BLVD SR2S PROJECT**, as specified or indicated under the Bid Schedule of the City's Contract Documents.

ARTICLE 2. — COMMENCEMENT AND COMPLETION

The work to be performed under this Contract shall be commenced on the date specified in the Notice to Proceed by the Owner and the work shall be fully completed within 25 working days, commencing within 5 calendar days of date of the Notice to Proceed.

All work shall be completed prior to August 27, 2004

The City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the work is not completed within the time specified herein, plus any extensions thereof allowed in accordance with the Special Provisions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages or delay (but not as a penalty) the Contractor shall pay the City the sum of $500 for each calendar day that expires after the time specified herein.

ARTICLE 3. — CONTRACT AMOUNTS AND PAYMENT

The City agrees to pay and the Contractor agrees to accept payment in full for the work herein agreed to be done, in accordance with the actual amount of each item of work performed at the unit price bid for each item. Such payment is to be made according to the following schedule and subject to additions and deductions provided for in the Special Provisions of the Contract and in accordance with the said Bid Proposal, as follows:

CENTRAL RECORDS
FILE No.: 1047
C-418-1

incorporated in those documents before their execution and all obligations of the City and the Contractor are fully set forth and described therein.

ARTICLE 6. — WORKERS' COMPENSATION

Contractor shall take out and maintain during the life of the contract, 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.

By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which 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, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE 7. — CONTRACTOR'S INSURANCE

Prior to the performance of any aspect of this contract. the Contractor shall have obtained all insurance required under this section and such insurance shall have been approved by the City as to form, amount and carrier. Contractor shall not allow any subcontractor to commence work on the subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved by the City. This contract shall not be operative until evidence of such insurance has been provided to the City and approved.

Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance as shall protect the City of South Lake Tahoe, its 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 operations under this contract, 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 amounts of such insurance shall be as follows:

> Public liability insurance in an amount not less than $500,000 per person, $1,000,000 per occurrence, bodily injury and death; and $250,000 per occurrence, $500,000 aggregate for property damage.

No policies of insurance carried by the Contractor shall be subject to cancellation except after notice to the City Attorney by certified mail at least 30 days prior to the date of cancellation.

Such insurance is a condition precedent of the City entering into this agreement. To the extent this section is inconsistent with Section Section 7-1.12 of the Standard Specifications, State of California Department of Transportation, dated July 2002,, this section shall govern; otherwise each and every provision of said section shall be applicable to this agreement.

Insurances, as described in this section and other related sections of these specifications and special provisions shall be maintained by the contractor for the full life of the contract including the maintenance and warranty period for any and all portions of this contract.

BID SCHEDULE
for
LYONS AVE / RUFUS ALLEN BLVD SR2S PROJECT
PWC 2002-20

Item No.	Item/Description	Estimated Quantity	Units	Unit Price	Item Total
1	Mobilization	1	LS	$15,000.00	$ 15,000.00
2	Traffic Control / Signs	1	LS	$14,400.00	$ 14,400.00
3	Trench Shoring	1	LS	$ 600.00	$ 600.00
4	Temporary Erosion Control	1	LS	$ 6,000.00	$ 6,000.00
5	Remove Concrete and AC Surfacing	23,964	SF	$ 1.25	$ 29,955.00
6	Tree Removal	4	EA	$ 600.00	$ 2,400.00
7	18" HDPE Storm Drain Pipe	243	LF	$ 51.00	$ 12,393.00
8	18" Reinforced Concrete Pipe	33	LF	$ 105.00	$ 3,465.00
9	18" HDPE Flared End Section	3	EA	$ 1,050.00	$ 3,150.00
10	Drainage Inlet	8	EA	$ 2,500.00	$ 20,000.00
11	48" Manhole	4	EA	$ 3,000.00	$ 12,000.00
12	Infiltration Trench	340	LF	$ 195.00	$ 66,300.00
13	Curb and Gutter	1,792	LF	$ 36.00	$ 64,512.00
14	Pedestrian Curb Ramp	5	EA	$ 1,500.00	$ 7,500.00
15	Adjust Water Valve Box to Grade	4	EA	$ 300.00	$ 1,200.00
16	Adjust Gas Valve Box to Grade	3	EA	$ 300.00	$ 900.00
17	Asphalt Concrete Paving	440	TON	$ 169.50	$ 74,580.00
18	Earthwork-Excess Material (Final Pay)	150	CY	$ 72.00	$ 10,800.00
19	Earthwork-Detention Basins (Final Pay)	405	CY	$ 25.00	$ 10,125.00
20	Revegetation Type A	40,000	SF	$ 0.73	$ 29,200.00
21	Revegetation Type B	3860	SF	$ 1.40	$ 5,404.00
22	Revegetation Type C	1560	SF	$ 1.35	$ 2,106.00
23	Sod	925	SF	$ 2.20	$ 2,035.00
24	Buck & Pole Fence	872	LF	$ 14.00	$ 12,208.00
25	4' – 6' Diameter Boulders	11	EA	$ 500.00	$ 5,500.00
26	Modify Existing Irrigation System	1	LS	$ 2,000.00	$ 2,000.00
27	Revegetation Maintenance	1	EA	$14,400.00	$ 14,400.00
	TOTAL BASE BID PRICE				**$428,133.00**

TOTAL CONTRACT PRICE **$428,133.00**

For the total contract price of Four Hundred Twenty Eight Thousand One Hundred Thirty-Three Dollars and No Cents.

ARTICLE 4. — PREVAILING WAGES

The minimum wage rates paid shall be in accordance with the General Prevailing Wage Determinations made by the Director of Industrial Relations.

ARTICLE 5. — CONTRACT DOCUMENTS

The complete contract includes all the Contract Documents, to wit: Notice to Contractors, the accepted Bid Proposal, the prevailing rate of per diem wages as determined by the Department of Industrial Relations, List of Subcontractors, Non-Collusion Affidavit, Bid Security or Bid Bond, this Agreement, Workers' Compensation Certificate, Performance Bond, Payment Bond, Notice to Proceed, Notice of Completion, the Standard Specifications, the Special Provisions, the Plans, and all modifications

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 shall be addressed as follows:

Public Works Director
City of South Lake Tahoe
1900 Lake Tahoe Boulevard
South Lake Tahoe, CA 96150-6323

Notices required to be given to Contractor shall be addressed as follows:

C. B. Ebright Co. Inc.

P.O Box 7585

South Lake Tahoe, CA 96158

Notices required to be given to sureties of the Contractor shall be addressed as follows:

MARK REINHARDT @ ALBANO, Dale, Dunn, & Lewis

P.O. BOX 2470

ORANGEVale, CA 95662

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

CITY OF SOUTH LAKE TAHOE

By _____
Mayor, City of South Lake Tahoe,
State of California

ATTEST:
_____
City Clerk
City of South Lake Tahoe
State of California

Contractor: C.B EBRIGHT CO. INC

By _____

Title V.P.

Approved as to form:

By Catherine L. Di Camillo
City Attorney

CITY OF SOUTH LAKE TAHOE 1965 CALIFORNIA

Premium is for contract term and subject to adjustment based on the final contract price

Bond No.: FS5604126
Premium : $6,165.00

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That the City of South Lake Tahoe, hereinafter referred to as "Owner" has awarded **to C.B. Ebright Co. Inc.,**

hereinafter designated as "Contractor," a contract for the work as specified or indicated in the contract documents entitled: **LYONS AVE / RUFUS ALLEN BLVD SR2S PROJECT, PWC 2002-20,**

WHEREAS, said Contractor is required under the terms of said contract to furnish a bond for the faithful performance of said contract;

NOW, THEREFORE, we, the Contractor and GREAT AMERICAN INSURANCE COMPANY as Surety, are held and firmly bound unto the Owner, in the penal sum of: **Four Hundred Twenty-Eight Thousand One Hundred Thirty-Three Dollars and No Cents** for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE OBLIGATION IS SUCH, that if the above bonded Contractor, has or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements, in the said contract and any alternation thereof made as therein provided, on his or their parts 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 officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force, virtue and effect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration of addition to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by the City and judgment is recovered, Surety shall pay all costs incurred by the City in such suit, including reasonable attorney's fees to be fixed by the court. Surety further agrees that death of the Contractor shall not relieve the Surety of its obligations hereunder.

SIGNED AND SEALED, this 27th day of JULY, 2004

Contractor B. Ebright (Signature)

By BRIG EBRIGHT (Print Name)

Title PRESIDENT

Surety Mark K. Reinhardt (Signature)

By MARK K. REINHARDT (Print Name)

Title ATTORNEY-IN-FACT

The above bond is accepted and approved this 27th day of August, 2004. Catherine L. DiCamillo City Attorney

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO } SS.

On 7/27/04, before me, JOSEPHINE M. FREEMAN

PERSONALLY APPEARED MARK K. REINHARDT

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

WITNESS my hand and official seal.

Signature Josephine M Freeman

JOSEPHINE M. FREEMAN
Comm. # 1412773
NOTARY PUBLIC - CALIFORNIA
Sacramento County
My Comm. Expires May 15, 2007

This area for Official Notarial Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☒ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Performance Bond
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

Bond No.: FS5604126
Premium included with
Performance Bond

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That the City of South Lake Tahoe, hereinafter referred to as "Owner" has awarded to **C.B. Ebright Co. Inc.,**

hereinafter designated as "Contractor," a contract for the work as specified or indicated in the contract documents entitled: **LYONS AVE / RUFUS ALLEN BLVD SR2S PROJECT, PWC 2002-20,**

WHEREAS, said Contractor is required under the terms of said contract to furnish a bond providing that if said Contractor, or any of his subcontractors, shall fail to pay for any materials, provisions, equipment or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, that the Surety on this bond will pay the same;

NOW, THEREFORE, we, the Contractor and GREAT AMERICAN INSURANCE COMPANY as Surety, are held and firmly bound unto the Owner, in the penal sum of: **Four Hundred Twenty-Eight Thousand One Hundred Thirty-Three Dollars and No Cents** for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, that if said Contractor, its subcontractors, its heirs, executors, administrators, successors, or assigns shall fail to pay for any materials, provisions, equipment or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, or for any amounts required to be deducted, withheld, and paid over to the California Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor with respect to such labor, all as required by the provisions of Title XV, Chapter 7, Section 3247-3252, inclusive, of the Civil Code of the State of California and acts amendatory thereof, and sections of other codes of the State of California referred to therein and acts amendatory thereof, and provided that the persons, companies, or corporations so furnishing said materials, provisions, provender, equipment or other supplies, appliances or power used in, upon, for or about performance of the work contracted to be executed or performed, or any person, company or corporation renting or hiring implements or machinery or power for or contributing to said work to be done, or any person who performs work or labor upon the some, or any person who supplies both work and materials therefore, shall have complied with the provisions of said laws, then said Surety will pay the same in an amount not exceeding the sum hereinbefore set forth and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, as shall be fixed by the Court. This bond shall inure to the benefit of any and all persons named in Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

PROVIDED, that any alteration in the work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said contract documents, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said contract documents release either said Contractor or said Surety and notice of said alterations or extensions of the Agreement is hereby waived by said Surety. Should the condition of this bond be fully performed, then obligation shall become null and void, otherwise it shall be and remain in full force and effect.

SIGNED AND SEALED, this 27th day of JULY, 2004.

Contractor _____ (Signature)	Surety _____ (Signature)
By BRIG EBRIGHT (Print Name)	By MARK K. REINHARDT (Print Name)
Title PRESIDENT	Title ATTORNEY-IN-FACT

The above bond is accepted and approved this 20th day of August, 2004. Catherine R. DiCamillo
City Attorney

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO } SS.

On 7/27/04, before me JOSEPHINE M. FREEMAN

PERSONALLY APPEARED MARK K. REINHARDT

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

WITNESS my hand and official seal.

Signature Josephine M Freeman

JOSEPHINE M. FREEMAN
Comm. # 1412773
NOTARY PUBLIC - CALIFORNIA
Sacramento County
My Comm. Expires May 15, 2007

This area for Official Notarial Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

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- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

TITLE(S)

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- ☒ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Payment Bond
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FOUR

No. 0 14209

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorneyin-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below

Name	Address	Limit of Power
MARK K. REINHARDT BRENT ALBANO TONY ALBANO DIANNE MAY	ALL OF ORANGEVALE, CALIFORNIA	ALL UNLIMITED

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 13th day of, MAY, 2004.

Attest

GREAT AMERICAN INSURANCE COMPANY

DAVID C. KITCHIN (513-369-3811)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 13th day of MAY, 2004, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993.

RESOLVED: That the Division President, the several Division Vice Presidents and Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, RONALD C. HAYES, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of March 1, 1993 have not been revoked and are now in full force and effect.

Signed and sealed this 27th day of, July, 2004.

TERRORISM COVERAGE RIDER

NOTICE-DISCLOSURE OF TERRORISM COVERAGE AND PREMIUM

The Terrorism Risk Insurance Act of 2002 establishes a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an Act of Terrorism. The Act provides that, to be certified, an Act of Terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest to coerce the government or population of the United States.

To be attached to and form part of Bond No. FS5604126, effective 7/27/04.
In accordance with the Terrorism Risk Insurance Act of 2002, we are providing this disclosure notice for bonds on which Great American Insurance Company, its affiliates (including, but not limited to Great American Alliance Insurance Company, Great American Insurance Company of New York and Great American Assurance Insurance Company) is the surety.

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the terms of the Act. The federal share equals 90% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

This Coverage Part/Policy covers certain losses caused by terrorism. In accordance with the Federal Terrorism Risk Insurance Act of 2002, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the coverage arising from losses for Terrorist Acts Certified under that Act.

The portion of your annual premium that is attributable to coverage for Terrorist Acts Certified under the Act is : $:00.

9

9

City of South Lake Tahoe

"making a positive difference now"

Staff Report
City Council Meeting of July 20, 2004

Dt: July 9, 2004

To: David Jinkens, City Manager

Fr: Jason Dukes, Assistant Engineer

Re: Approve Agreement and Authorize Mayor to Execute the Reimbursement Agreement between City of South Lake Tahoe & Lake Tahoe Unified School District ($41,600)

Recommendation:
Approve the Reimbursement Agreement and authorize the Mayor to execute upon approval as to form by the City Attorney.

Discussion:
In November 2002 the City of South Lake Tahoe (City) received a Federal Highway Administration (FHWA) Safe Routes to School (SR2S) grant. The goal of the project is to improve pedestrian and bicycle access to South Tahoe Middle School and Al Tahoe Elementary School, plus improve the access between the schools and the City's Recreation Center. The project improvements include construction of a detached eight-foot wide multi-use trail along the south side of Lyons Avenue from U.S. Highway 50 to Rufus Allen Boulevard, a six-foot wide sidewalk along the east side of Rufus Allen Blvd from Lyons Ave to the City Recreation Center, and construction of handicap curb ramps at the adjacent intersections. Additionally the project will include storm drainage infrastructure improvements that consist of concrete curb and gutter, infiltration trenches, detention basins, and revegetation treatments along with wood fencing barriers to protect the shoulder of the road from off-street parking.

At the City Council Meeting of September 2, 2003 the City Council adopted Resolution No. 2003-60 to approve the Agency-State Master Agreement and Program Supplement Agreement for this project and accept the FHWA SR2S grant funds in an amount of $356,400. Since the project is being conducted jointly with the Lake Tahoe Unified School District (LTUSD) it was mutually agreed that the City would provide the engineering and construction management for the project while the LTUSD would provide $41,600 in match funds.

Financial:
LTUSD will reimburse the City for a fixed amount of $41,600 for portions of the construction work performed on the contract bid items for the Lyons Ave / Rufus Allen Blvd SR2S Project, as shown in the Reimbursement Agreement (Attachment 1). A summary of the project budget is below.

CENTRAL RECORDS
FILE No.: 12-17

Project funding:

FHWA Safe Routes to School Grant	$ 356,400.00
LTUSD grant match funds	$ 41,600.00
TRPA Water Quality Mitigation Funds	$ 75,000.00
Total Funding Available	**$473,000.00**

Project expenditures:

Construction	$ 428,133.00
Contingency	$ 44,867.00
Total Expenditures	**$473,000.00**

By:

Jason Dukes, Assistant Engineer

I concur with this report:

Brad Vidro, Public Works Director

Approved by:

David Jinkens, City Manager

Enclosure
c: Steve Morales, LTUSD
Steve Peck

h:\pwcs\2002pwcs\pwc2002-20, lyons ave-rufus allen blvd sidewalk improv\city council\sr_ltusd reimb agreement_sr2s.doc

Reimbursement Agreement
Between
City of South Lake Tahoe &
Lake Tahoe Unified School District

Lake Tahoe Unified School District (District) agrees to pay the City of South Lake Tahoe (City) for the approved work, completed by the lowest responsible bidder, for a fixed portion ($41,600.00) of the work included in the City's ***Lyons Avenue / Rufus Allen Blvd SR2S Project, PWC 2002-20.***

The City agrees to pay the contractor for work completed on all of the bid items, which are incorporated by this reference, subject to a fixed reimbursement from the District in the amount of $41,600.00.

District shall reimburse the City for the portions of the work performed on these bid items in the fixed amount of $41,600.00. The District's reimbursement to the City will be within 25 days of the City's final payment to the Contractor. The following bid items show the engineer's estimate for the project. Actual project costs will be dependent upon the bid results and resulting contract awarded by the City.

Item No.	Item Description	Est. Qty	Units	Cost Estimate ($)
1	Mobilization	1	LS	35,000
2	Traffic Control / Signs	1	LS	10,000
3	Trench Shoring	1	LS	5,000
4	Temporary Erosion Control	1	LS	10,000
5	Remove Concrete and AC Surfacing	23,964	SF	53,919
6	Tree Removal	4	EA	2,400
7	18" HDPE Strom Drain Pipe	243	LF	12,150
8	18" Reinforced Concrete Pipe	33	LF	2,475
9	18" HDPE Flared End Section	3	EA	750
10	Drainage Inlet	8	EA	24,000
11	48" Manhole	4	EA	14,000
12	Infiltration Trench	340	LF	81,600
13	Curb and Gutter	1792	LF	62,720
14	Pedestrian Curb Ramp	5	EA	7,500
15	Adjust Water Valve Box to Grade	4	EA	1,000
16	Adjust Gas Valve Box to Grade	3	EA	750
17	Asphalt Concrete Paving	440	TON	55,000
18	Earthwork-Excess Material (final pay)	150	CY	3,000
19	Earthwork-Detention Basins (final pay)	405	CY	6,075
20	Revegetation Type A	40,000	SF	16,000
21	Revegetation Type B	3,860	SF	3,860
22	Revegetation Type C	1,560	SF	624
23	Sod	925	SF	1,156
24	Buck & Pole Fence	872	LF	34,880
25	4'-6' Diameter Boulders	11	EA	11,000
26	Modify Existing Irrigation	1	LS	500
27	Revegetation Maintenance	1	LS	15,000
	TOTAL			$ 470,359

CENTRAL RECORDS
FILE No.: 1047
C-43

Tom Davis, Mayor
City of South Lake Tahoe

Susan Alessi, City Clerk

Wendy David
Board President
Lake Tahoe Unified School District

Approved as to form:

Catherine DiCamillo, City Attorney

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10

10

City of South Lake Tahoe

"making a positive difference now"

Staff Report
City Council Meeting of July 20, 2004

Dt: July 9, 2004

To: David Jinkens, City Manager

Fr: Jason Dukes, Assistant Engineer

Re: East Pioneer Trail ECP Watershed Hydrology Study, PWC 2002-10; Amendment to Professional Services Agreement Between the City of South Lake Tahoe and Lumos and Associates, Inc. ($150,262)

Recommendation:
Approve Amendment to Agreement and Authorize Mayor to Execute

Discussion:
In December 2000 the City of South Lake Tahoe received a planning grant (CTA-00009.00) from the State of California, California Tahoe Conservancy (CTC) for project planning, surveying, and engineering design of several Environmental Improvement Program project areas that included the East Pioneer Trail Erosion Control Project. Additionally, on June 17, 2003 the City Council approved an augmentation to the CTC planning grant to accept an increase in grant funds to develop a Watershed Master Plan for the East Pioneer Trail ECP.

The City Public Works Department distributed a Request for Proposals (RFP) to thirty-eight engineering firms for engineering services for the East Pioneer Trail ECP Watershed Hydrology Study in June 2003. Lumos and Associates, Inc. were selected based on qualifications of the design team, experience on similar projects, and familiarity with the project area. Discussions concerning the scope of work and the consultant's fee schedule resulted in a proposed agreement for engineering services with a budget of $275,262. At the November 4, 2003 City Council meeting the Professional Services Agreement was approved, but due to the available grant funding the agreement for the contract was only awarded for $125,000. With approval of the augmentation ($300,000) to CTC planning grant CTA-00009.00 at the City Council meeting on June 15, 2004 the funds are available to amend the Professional Services Agreement with Lumos and Associates, Inc. for the total budget amount needed to complete the watershed hydrology study.

Financial Implications:
Project funding for the East Pioneer Trail ECP is provided from CTC Planning Grant, CTA-00009.00. Total grant funds equal $635,977. A summary of the project budget is as follows:

CENTRAL RECORDS
FILE No.: 1177

Public Works Department · Services Center · 1900 Lake Tahoe Blvd. · South Lake Tahoe, CA 96150-6323 · (530) 542-6030 · (530) 541-7524 FAX

Project funding:

CTC Planning Grant Funds (2000)	$ 91,977
CTC Planning Grant Augmentation Funds (2003)	$ 244,000
CTC Planning Grant Augmentation Funds (2004)	$ 300,000
Total Funding Available	**$ 635,977**

Project Allocated Expenditures:

Professional Services (preliminary hydrology study, NHC)	$ 24,813
Professional Services (aerial survey, Merrick and Company)	$ 80,063
Professional Services (watershed hydrology study, Lumos)	$ 275,262
Preliminary Acquisition Studies	$ 25,000
Administration/Engineering (city staff)	$ 200,738
Contingency	$ 30,101
Total Expenditures	**$ 635,977**

By:

Jason Dukes
Assistant Engineer

I concur with this report:

Brad Vidro
Public Works Director /City Engineer

Reviewed and Approved by:

David Jinkens
City Manager

Enclosure
c: Steve Peck
Brent Wolfe, CTC
Brian McRae, Lumos

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City of South Lake Tahoe

Amendment to Agreement between the
City of South Lake Tahoe and Lumos and Associates, Inc.
for the East Pioneer Trail ECP Watershed Hydrology Study
PWC 2002-10 ($150,262)

THIS AMENDMENT to the agreement between the City of South Lake Tahoe (herein referred to as City) and Lumos and Associates, Inc. (herein referred to as Engineer) for engineering services, in connection with the East Pioneer Trail ECP Watershed Hydrology Study, is entered into this 20th day of July 2004:

WITNESSETH

A. City and Engineer have entered into an Agreement for Engineering Services in connection with the East Pioneer Trail ECP Watershed Hydrology Study;
B. City and Engineer desire to amend the Agreement for Engineering Services to allow Engineer to complete the engineering services required for completion of the scope of work contained within the agreement previously executed by the parties.

NOW, THEREFORE, the parties hereto do hereby agree to amend the Agreement for Engineering Services as follows:

1. All terms and conditions contained within said Agreement shall remain in full force and effect.
2. The professional services agreement shall be modified to reflect an increase in compensation, to be paid to Consultant, of One Hundred Fifty Thousand Two Hundred and Sixty-Two Dollars ($150,262) for an amended contract total not to exceed Two Hundred Seventy-Five Thousand Two Hundred and Sixty-Two Dollars ($275,262). Said sum shall be payable under the terms and conditions contained within the Agreement for Engineering Services previously executed by the parties;

IN WITNESS WHEREOF, the parties hereto have executed this Agreement Amendment the date first hereinabove set forth.

CITY OF SOUTH LAKE TAHOE

By _____
Tom Davis, Mayor

LUMOS AND ASSOCIATES, INC.

By _____
Charles Macquarie, P.E.

Attest:

_____
City Clerk

APPROVED AS TO FORM

_____
City Attorney

CENTRAL RECORDS
FILE No.: 1047
C-49-04

11

City of South Lake Tahoe

"making a positive difference now"

11

Staff Report
City Council Meeting of July 20, 2004

Dt: July 9, 2004

To: David Jinkens, City Manager

Fr: Jason Dukes, Assistant Engineer

Re: Resolution Approving and Authorizing the Mayor to Execute Grant Augmentation between the City of South Lake Tahoe and the State of California, California Tahoe Conservancy, for the El Dorado Beach to Ski Run Bike Trail and Lake Access Enhancement Project, PWC 2004-04, ($420,000 for Planning)

Recommendation:
Adopt resolution.

Discussion:
On July 16, 2002 the City Council adopted Resolution No. 2002-42 confirming the approval of grant funds for the El Dorado Beach to Ski Run Bike Trail and Lake Access Enhancement Project. The State of California, California Tahoe Conservancy (CTC) consequently funded, and the City accepted, a planning grant ($225,000) in July 2002 to perform planning activities for the project. The objectives of the project are to extend and connect the South Shore bicycle network to existing trails plus provide enhanced access to several public amenities.

The phase 1 planning grant funds were used to contract with a consultant (EDAW, Inc.) to develop a conceptual plan and generate public support for the project. This augmentation is to increase funding of the planning grant by $420,000 to complete the planning process. The planning grant provides for a four-year planning horizon. These funds for Phase 2 of the planning process will be used for environmental documentation and approvals, engineering design for completion of construction plans, and pre-acquisition activities. Once the planning process is complete the City will acquire the acquisition and implementation grant funds required to construct the project.

Financial Implications:
The grant agreement is the same as other CTC grants approved by the City Council in the past. The CTC agreement allows the City to request an advance of up to 50% of the amount set forth in the grant. All administrative costs incurred on the project are reimbursable by the grant.

The project budget is outlined as follows:

CENTRAL RECORDS
FILE No.: 1035 / 1232
1040
1047
1075

Public Works Department • Services Center • 1900 Lake Tahoe Blvd. • South Lake Tahoe, CA 96150-6323 • (530) 542-6030 • (530) 541-7524 FAX

Project funding:

CTC Planning Grant Funds (2000)	$ 225,000
CTC Planning Grant Augmentation Funds (2003)	$ 420,000
Total Funding Available	**$ 645,000**

Project Allocated Expenditures:

Professional Services (EDAW)	$ 206,940
Engineering Design	$ 320,000
Preliminary Acquisition Studies	$ 80,000
Administration	$ 20,000
Contingency	$ 18,060
Total Expenditures	**$ 645,000**

By:

Jason Dukes
Assistant Engineer

I concur with this report:

Brad Vidro
Public Works Director /City Engineer

Reviewed and Approved by:

David Jinkens
City Manager

Attachment
c: Steve Peck
Bob Kingman, CTC

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City of South Lake Tahoe
Resolution No. 2004-46

Resolution Approving and Authorizing the Mayor to Execute Grant Augmentation between the City of South Lake Tahoe and the State of California, California Tahoe Conservancy, for the El Dorado Beach to Ski Run Bike Trail and Lake Access Enhancement Project, PWC 2004-04 ($420,000 for Planning)

Resolved, by the City Council of the City of South Lake Tahoe, that:

Whereas, it is necessary that a grant augmentation be entered into between the City of South Lake Tahoe and the State of California, California Tahoe Conservancy, for the El Dorado Beach to Ski Run Bike Trail and Lake Access Enhancement Project; and

Whereas, the City of South Lake Tahoe adopts an annual budget by Resolution for expenditures and revenues; and

Whereas, the City of South Lake Tahoe is accepting grant funds for the El Dorado Beach to Ski Run Bike Trail and Lake Access Enhancement Project from the California Tahoe Conservancy; and

Whereas, the City of South Lake Tahoe would like to amend its annual budget to include the $420,000 grant;

Now, Therefore, It Is Hereby Determined And Ordered; that

1. The City Council of the City of South Lake Tahoe hereby approves and authorizes execution of agreement by the Mayor. A copy of said agreement is on file in the City Clerk's office as a permanent record.

2. The City Council of the City of South Lake Tahoe hereby modifies the Annual Operating and Capital Improvements Budget for Fiscal Year 2003/04 as follows:

El Dorado Beach to Ski Run Bike Trail Project

301 50016	Revenue	33212 - California Tahoe Conservancy $420,000
301 50016	Expenditures	48020 – Engineering Design $320,000
301 50016	Expenditures	48040 – Acquisition $80,000
301 50016	Expenditures	48060 - Administration $20,000

Passed and Adopted by the City Council of the City of South Lake Tahoe on July 20, 2004, by the following votes:

Ayes: Councilmembers DAVIS, LOVELL, BROWN, COLE & UPTON

Noes: Councilmembers _____

Absent: Councilmembers _____

Abstain: Councilmembers _____

Tom Davis, Mayor

Attest:

City Clerk

CITY OF SOUTH LAKE TAHOE 1965 CALIFORNIA

STANDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL

CTA-02002

TAXPAYER'S FEDERAL EMPLOYER IDENTIFACTION #
94-1610868

STD. 2 (REV. 5-91)

THIS AGREEMENT, made and entered into this 21st day of May, 2004 in the State of California, by and between State of California through its duly elected or appointed, qualified and acting.

CRN: 3125080445007

TITLE OF OFFICER ACTING FOR STATE	AGENCY
Executive Officer	California Tahoe Conservancy, hereafter called the State, and

CONTRACTOR'S NAME

City of South Lake Tahoe, hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: (*Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.*)

The Agreement numbered CTA-02002.00, dated July 19, 2002, (hereafter "the Agreement") between the California Tahoe Conservancy (hereafter "the Conservancy") and the City of South Lake Tahoe (hereafter "Grantee"), is hereby amended as follows:

1. The amount of the grant from the Conservancy to Grantee, for planning the El Dorado Beach to Ski Run Boulevard Bike Trail and Lake Access Enhancement Project as provided under Paragraph 1 - Scope of Agreement is increased by four hundred and twenty thousand dollars ($420,000) to a total of six hundred forty-five thousand dollars ($645,000).

CONTINUED ON ____ SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

IN WITNESS WHEREOF, the parties have executed this agreement hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY	CONTRACTOR (*If other than an individual, state whether a corporation, partnership, etc.*)
California Tahoe Conservancy	City of South Lake Tahoe
BY: Dennis T. Machida	BY: Tom Davis
Dennis T. Machida	Name and Title Tom Davis, Mayor
Executive Officer	1900 Lake Tahoe Blvd. South Lake Tahoe CA 96150

Amount ENCUMBERED BY THIS DOCUMENT $420,000	PROGRAM/CATEGORY (CODE AND TITLE)			FUND TITLE	*Department of General Services Use Only*
	(OPTIONAL USE)				
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT $ 225,000	ITEM	CHAPTER	STATUTE	FISCAL YEAR	
TOTAL AMOUNT ENCUMBERED TO DATE $ 645,000	OBJECT OF EXPENDITURE (CODE AND TITLE)				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.			B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER X				DATE 5/19/2004	

☐ CONTRACTOR ☐ STATE AGENCY ☐ DEPT. OF GEN. SER. ☐ CONTROLLER ☐

CENTRAL RECORDS
FILE No.: 1047
C-44-04

2. Paragraph 5, entitled "Publicity and Acknowledgment" is amended to include the following:

Projects funded by "The Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000" must comply with the sign guidelines set forth in the attached Exhibit F.

6. Paragraph 11 – Costs and Disbursements, is amended as follows:

Funding Increment:	Final Invoice Date for This Funding Increment
$ 225,000	May 1, 2007
$ 420,000	May 1, 2008

Eligible project costs are listed in **Exhibit G**, which is incorporated herein by reference.

3. Paragraph 12 entitled "Term of Agreement" is amended to extend the term to May 31, 2008.

4. Paragraph 15 entitled "Audits/Accounting/Records" is amended to read as follows:

The Grantee shall establish an official file for the Project(s). The file shall contain adequate documentation of all actions that have been taken with respect to the project.

The Grantee shall establish separate accounting records for receipt, deposit, and disbursement of all project funds, including interest. All funds received by the Grantee shall be deposited into separate fund accounts that identify the funds and clearly show the manner of their disposition. The Grantee agrees that adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from support documentation to the accounting records to the financial reports and billings. Interest on advanced funds shall be used for the purpose of the Project(s), as approved by the Conservancy. The Grantee shall promptly report to the Conservancy the application for or the receipt of any new funds from other funding sources.

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

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

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

5. Exhibit A, the Conservancy's staff recommendation containing the Conservancy's resolution of July 19, 2002, is amended through the addition of Exhibit A-1, the Conservancy's staff recommendation containing the Conservancy's resolution of May 21, 2004.

6. Exhibit B, the estimated Project Schedule and Budget is amended through the addition of Exhibit B-1, the Revised Estimated Project Schedule and Budget.

7. All other terms and conditions of the original Agreement numbered CTA-02002.00 shall remain unchanged and in full force and effect.

EXHIBIT A-1

Tahoe Conservancy
Staff Recommendation
5-04-5
May 21, 2004

El Dorado Beach to Ski Run Bike Trail and
Lake Access Enhancement Project - Planning Phase 2

REQUESTED ACTION: Authorization of a planning grant augmentation totaling $420,000 to the City of South Lake Tahoe to undertake tasks related to planning, permitting and completion of construction plans for the El Dorado Beach to Ski Run Bike Trail and Lake Access Enhancement Project.

LOCATION: This planning grant will focus on completing a segment of bicycle trail in the City of South Lake Tahoe connecting the Conservancy-funded, Class 1 trail at the lakeward end of Ski Run Boulevard with the Conservancy-funded Class 1 trail along El Dorado Beach, and enhancing public beach access (Exhibit 1).

FISCAL SUMMARY:

Previously Authorized Conservancy Funding:	
Planning Grant, Phase 1:	$225,000
Additional Conservancy Funding Requested for Phase 2:	$420,000
Total Estimated Planning Budget:	$645,000
Total Estimated Bike Trail Element Project Budget:	$3,445,000

Funding Sources: Proposition 12 funds, Proposition 40 funds, and Lake Tahoe license plate funds

STAFF DISCUSSION:

I. Introduction

Staff is recommending the award of a grant augmentation in the amount of up to $420,000 to the City of South Lake Tahoe to complete pre-acquisition negotiations for necessary easements, prepare environmental documents, procure all necessary permits, and complete construction plans for the bike trail element of the El Dorado to Ski Run Marina Bike Trail and Lake Access Enhancement Project. The general objective of the project is to increase the viability of a comprehensive south shore bicycle trail network by connecting existing trails and providing enhanced public access to several significant public amenities. This planning grant will provide funding for the second phase of planning activities for the project.

This continued planning effort will build on concepts developed at a three-day design charette held in May 2002. The charette focused specifically on the issues of connecting the Class 1 bike trail terminating at El Dorado Beach with the Class 1 trail terminating at the Ski Run Marina, and the issues related to enhancing lake access in the proximity of the existing marina. The first phase of the planning effort, funded by the Conservancy through a planning grant to the City authorized in July 2002, was guided by a steering committee of members representing the City of South Lake Tahoe, the Conservancy, the Tahoe Regional Planning Agency (TRPA), the Lahontan Regional Water Quality Control Board (LRWQCB), bicycle groups, private land and business owners, and other groups. The steering committee worked with a private design consulting firm retained by the City based upon their participation in the design charette. The first phase process yielded a conceptual plan with three elements. These three elements include: a preferred route for a Class 1 bike trail connection between El Dorado Beach and Ski Run Marina; a pedestrian boardwalk on the beach between Bal Bijou properties and the Ski Run Marina; and extensive renovations to the Ski Run Marina Plaza area, including a public pier.

The steering committee was successful in gaining consensus on conceptual designs for the bike trail element connecting El Dorado Beach to the Ski Run Marina Plaza. Several significant issues remain unresolved for the conceptual design of a beachfront boardwalk and will not be pursued with this grant augmentation. Near the end of the steering committee planning process the Ski Run Marina was sold, decreasing the possibility for public acquisition and ownership. While the new owner of the marina may be interested in implementing some of the committee's recommendations in the future, he is not interested in selling the marina for public use and implementing the steering committee's conceptual plan at this time. The City now wishes to proceed with planning phase 2 of the bike trail element. This will include more detailed design work and acquisition negotiations, as well as completion of the appropriate level of required environmental review. Future phases could consist of easement acquisitions and site improvements, both of which could be brought before the board for funding consideration.

The proposed .75-mile El Dorado Beach to Ski Run Bike Trail would link the existing Class 1 Linear Park and Ski Run Redevelopment Trails with the existing Class 1 El Dorado Beach Trail. The preferred bike trail route generally parallels U S. Highway 50 with a proposed lake-viewing spur on Conservancy property and a public beach access loop (Exhibit 2).

The proposed project would complement and correct previously funded projects and help realize the visions adopted in the Bijou/Al Tahoe Community Plan. The proposed planning area under this grant lies between several City and Conservancy-funded projects such as the Linear Park Bike Trail, Ski Run Bike Trail, Regan Beach Public Access, and El Dorado Boat Ramp and Access Acquisition Projects (Exhibit 3). Many of the elements within the planning area are identified in TRPA's Environmental Improvement Program (EIP) as projects or components of EIP projects such as: community sidewalks or bike trails; landscaping; pedestrian lighting; and curb and gutter improvements. Several of these projects have been identified in the EIP for Conservancy funding and all of them are conceptually eligible for Conservancy funding. These projects will be incorporated into construction plans as appropriate and feasible. EIP-listed projects which will be considered in the scope of the conceptual planning process include: #10033-El Dorado Beach to Ski Run Trail; #10027-Water Based Landside Facilities; and #2-Bijou HWY 50 Scenic Improvements.

The El Dorado Beach to Ski Run Bike Trail and Lake Access Enhancement Project is anticipated to improve safety, increase trail use, enhance the recreational experience, reduce vehicle miles travelled and increase the value and viability of the entire trail network. The City's trail network, in conjunction with the connecting U.S. Forest Service (USFS) South Shore Trail, comprises the most heavily used trail system on the south shore of Lake Tahoe, extending more than 20 miles through the greater south shore area.

The intervening area is comprised of several commercial lodging properties, retail and professional businesses, and public rights-of-way. Existing trail segments in the project area are sporadic, hazardous and substandard for safe bicycle and pedestrian travel. The project area represents a critical missing link in the City's bicycle trail network.

This planning project is being submitted for approval under the Conservancy's Public Access and Recreation Program adopted on December 19, 1986. The objective of this program is to increase and enhance significant regional public access and recreational opportunities by undertaking projects throughout the California side of the Lake Tahoe Basin with emphasis on providing access to regionally significant lakefront, riverfront, and natural areas which receive or can accommodate significant visitor use. This can be accomplished by providing new facilities; connecting existing facilities with trails; expanding the capacity of existing, overutilized facilities; providing additional support facilities and promoting the use of existing underutilized facilities; and adapting heavily-used, though unimproved, areas to accommodate public use.

The purpose of planning grants is to help the Conservancy and its grantees achieve the level of project implementation anticipated in TRPA's EIP. Project planning is a complex process that often costs up to 15-25% of total project costs and can include such activities as: project design; administration; interagency coordination; public input; preparation and processing of permit applications; preparation of plans, specifications and cost estimates; pre-acquisition activities related to the acquisition of interests in land; and project evaluation and environmental documentation. This grant will enable the City and the Conservancy to achieve timely implementation of this project in accordance with the EIP.

If approved, this will constitute the tenth planning grant approved by the Conservancy under the Public Access and Recreation Program and will complement previous Conservancy investments in the respective trail networks and related recreational amenities, including more than $5.3 million in the vicinity of Ski Run Boulevard and Harrison Avenue. As noted above, the Conservancy has previously granted site improvement and acquisition funds for several segments of the trail network, including the El Dorado Beach and Lakeview Avenue Trails, the Linear Park Bike Trail, the Ski Run/Redevelopment Trail, the Ski Run Boulevard Bike Trails, the 15th Street Bike Trail, and the Al Tahoe Boulevard/Pioneer Trail. The board has also authorized planning grants for the 15th Street Bike Trail Project, Ski Run Boulevard Bike Trails Project, and Harrison Avenue Bike Trail Project.

II. Project Description

The City is requesting $420,000 to fund the second phase of a comprehensive conceptual planning effort for the El Dorado Beach to Ski Run Bike Trail and Lake Access Enhancement Project. Specifically, this grant augmentation will fund completion of a plan to connect the Class 1 bike trail terminating at El Dorado Beach with the Class 1 trail terminating at the Ski Run Marina. The physical area of the proposed project is nearly .75 mile long and bounded on either side by Lake Tahoe and U.S. Highway 50

Specific elements to be included in Phase 2 planning include: pre-acquisition activities for necessary easements; Class I bike trail construction drawings; landscaping; lighting; drainage; interpretive signage; public gathering area(s); improved parking usage; related recreational site furnishings and improvements; continued administration of a public project website (www.bikeandbeach.com); and, possibly, public restrooms.

Construction of the project site improvements could be eligible for funding from multiple sources including the Conservancy, the City, TRPA, California Department of Boating and Waterways, the USFS, Federal Transportation Enhancement Act (TEA) grants, and private funds. The trail portion of the project is eligible for maintenance funding through the South Tahoe Alliance for Recreation (STAR) Joint Powers Authority (JPA), which was approved as Measure "S" by the voters in September 2000.

It is anticipated that the bike trail element of the El Dorado Beach to Ski Run Bike Trail and Lake Access Enhancement Project, if approved, could proceed to construction in 2005.

III. Project Budget

Project costs were estimated based on the complexity of the project scope and previous experience with similar projects. As noted earlier, planning grant costs could range between 15-25% of the overall project cost. This grant augmentation will represent a total planning and construction drawing investment of 18.7% of the estimated overall cost ($3,445,000) to construct the bike trail element. To monitor the progress of the project and expenditure of funds, City staff will document all expenditures as provided for in the Conservancy's Planning Grant Guidelines. In the event advance grant funds are provided to the City, such funds will be accounted for separately and any interest earned on those funds will be committed to the project.

The specific budget for this phase is as follows:

Preliminary Acquisition Work	$80,000
Environmental Documentation/Permitting	$70,000
Construction Drawings/Specifications/Cost Estimates	$250,000
Administration	$20,000
TOTAL	$420,000

Please note that there may be adjustments to these amounts, but such changes will not exceed the total amount of the grant.

IV. Project Implementation

If this grant is approved, staff from the City will update their Phase 1 workplan to reflect additional specific work products to be delivered during the Phase 2 process.
The following is the proposed schedule for this phase:

Task	Task Completed
Workplan, Schedule	June 2004
Concept Alternatives Workshops, Meetings	September 2004
Draft Environmental Document	December 2004
Easement Acquisition Negotiations	March 2005
90% Plans Completed	April 2005
Final Environmental Document	May 2005
Final Construction Plans and Specifications	June 2005

Written approval from Conservancy staff will be required for any major change to the workplan activities. Conservancy staff will continue to play an active role in project planning to ensure the project developed under this grant is consistent with the Conservancy's Recreation and Access Program and the Planning Grant Guidelines.

V. Project Evaluation

The City has demonstrated a commitment to meet the challenging demands of implementing TRPA's EIP. This planning grant could potentially serve to maximize efficiency in processing EIP projects by facilitating implementation of several EIP projects and several elements identified in the Bijou/Al Tahoe Community Plan. Support for implementation of the project by the community is expected to be a valuable product of the public participatory planning process. This planning grant meets requirements of the Conservancy's Planning Grant Guidelines adopted in September 2000. The City, as a local government agency, is an eligible grantee under the Public Access and Recreation Program. The planning costs are eligible for planning grant funds because the projects that would be implemented as a result of this planning work are identified in the EIP. In accordance with the Planning Grant Guidelines, the City Council adopted Resolution #2000-57 on November 21, 2000 (Exhibit 4) authorizing staff to apply for planning funds in support of the El Dorado Beach to Timber Cove Beach Bike Trail and another resolution on July 16, 2002 (Exhibit 5) authorizing staff to apply for grants for the El Dorado Beach to Ski Run Bike Trail and Lake Access Enhancement Planning Project.

Significance

Completion of the trail section within the City would increase use of the overall bike trail system; enhance the public's recreational experience; improve access to other recreation facilities; reduce vehicle miles travelled; significantly improve the safety, accessibility and value of the entire network; and add to the more than 20 miles of established trails in the South Shore

area. The comprehensive application of Americans with Disabilities Act (ADA)-compliant access improvements would also help to make the South Shore more fully accessible to all.

This grant addresses several priority projects within the EIP. As previously noted, the projects listed in the EIP which will be considered in the scope of the conceptual planning process include: #10033-El Dorado Beach to Ski Run Trail; #10027-Water Based Landside Facilities; and #2-Bijou HWY 50 Scenic Improvements.

Comprehensiveness

The .75 miles of new trail to be planned under this grant would improve the connectivity and viability of the separate trail systems and work towards completion of a comprehensive basinwide bicycle trail system. In addition to providing much needed trail improvements connecting existing bicycle trails, the project could expand the trail networks to serve as destination recreation facilities, increase public access to other recreational facilities, address environmental and community planning goals such as reducing vehicle miles travelled, and incorporate design for accessibility for disabled users. The proposed El Dorado Beach to Ski Run Bike Trail and Lake Access Enhancement Planning Project addresses TRPA's Air Quality, Water Quality, Scenic, and Recreation thresholds and the Conservancy's Recreation and Public Access program goals.

Cost-Effectiveness

This project is an effective investment because it builds upon proven successes, complements in-kind investments of staff time and local goods from the City, the South Lake Tahoe Chamber of Commerce, and local businesses, and would be a likely match for other local, State and Federal monies to maximize public benefit.

If the proposed improvements are constructed, the City of South Lake Tahoe will assume responsibility for the maintenance costs for 20 years.

Implementability

As noted above, the City Council has passed two resolutions committing to the project planning covered by this authorization. The City has demonstrated a commitment to meet the demands of implementing TRPA's EIP and anticipates hiring consultants to complete the deliverable items outlined in ths recommendation.

Cooperation and Support

This project has a broad range of support from civic groups, State agencies, business groups, and private/public partnerships. The El Dorado Beach to Ski Run Bike Trail and Lake Access Enhancement Project concept is supported by Caltrans,the City, STAR, TRPA, Tahoe Region Advocates for Cycling (TRAC), the South Lake Tahoe Chamber of Commerce, and the Ski Run Property Owners Association.

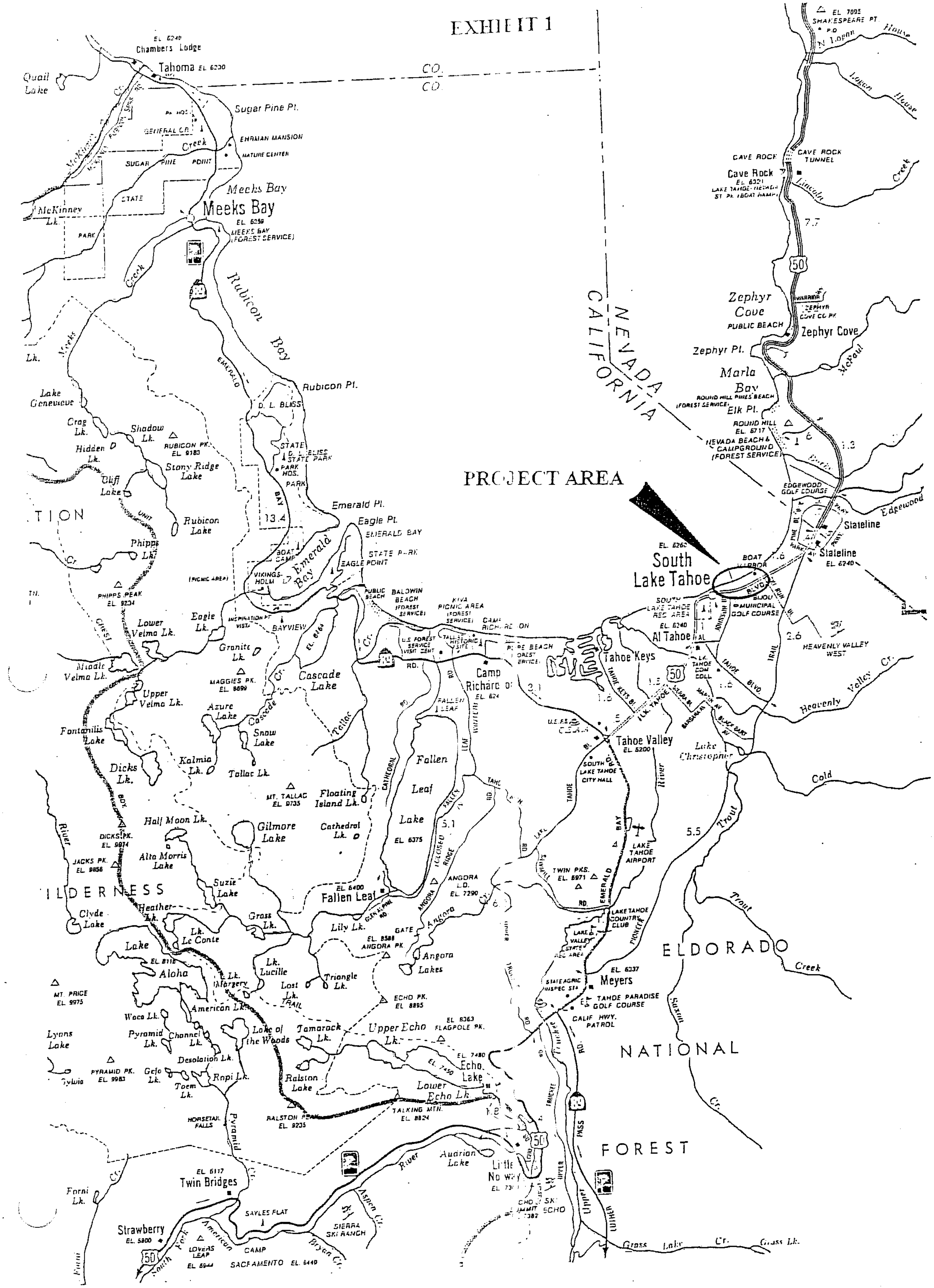
VI. Consistency with the Conservancy's Enabling Legislation

Planning for this project is consistent with the Conservancy's enabling legislation. Specifically, the Conservancy is authorized under Government Code Section 66907.7 to award grants to local public agencies for purposes which include providing public access or recreational facilities.

VII. Compliance with the California Environmental Quality Act (CEQA)

Pursuant to the State CEQA Guidelines (Title 14, California Code of Regulations Section 15000 et seq.) certain classes of activities are categorically exempt from CEQA because they have been determined by the Secretary for Resources not to have a significant effect on the environment. Pursuant to Public Resources Code Section 21082, the Conservancy has also adopted regulations (Title 14, California Code of Regulations Section 12100 et seq.) to implement, interpret and make specific the provisions of CEQA. Staff has evaluated this planning project, and has found it to be exempt under CEQA. This project qualifies for exemptions under Class 6 (Sections 15306 and 12102.6 - information collection) and Section 15262 (planning and feasibility studies). A Notice of Exemption has been drafted by staff (Exhibit 6). If the project is approved by the board, staff will file a Notice of Exemption with the State Clearinghouse pursuant to Section 15062 of the State CEQA Guidelines.

EXHIBIT 1



PROJECT AREA
South Lake Tahoe
Stateline
NEVADA
CALIFORNIA
Tahoma
Meeks Bay
Rubicon Bay
Emerald Bay
Fallen Leaf Lake
Cave Rock
Zephyr Cove
Marla Bay
Tahoe Keys
Tahoe Valley
Al Tahoe
Camp Richardson
Meyers
Lake Christopher
Echo Lake
Twin Bridges
Strawberry
Little Norway
ELDORADO
NATIONAL
FOREST

Exhibit 2

Overall Bike Trail

-h a Class 1 Bicycle Trail in a corridor parallel to the northern curb of Hi h
ing existing Bike Trails at El Dorado Beach in the west to Embassy Vacat o
the east. The Bike Trail should provide improved public access to public lakefro

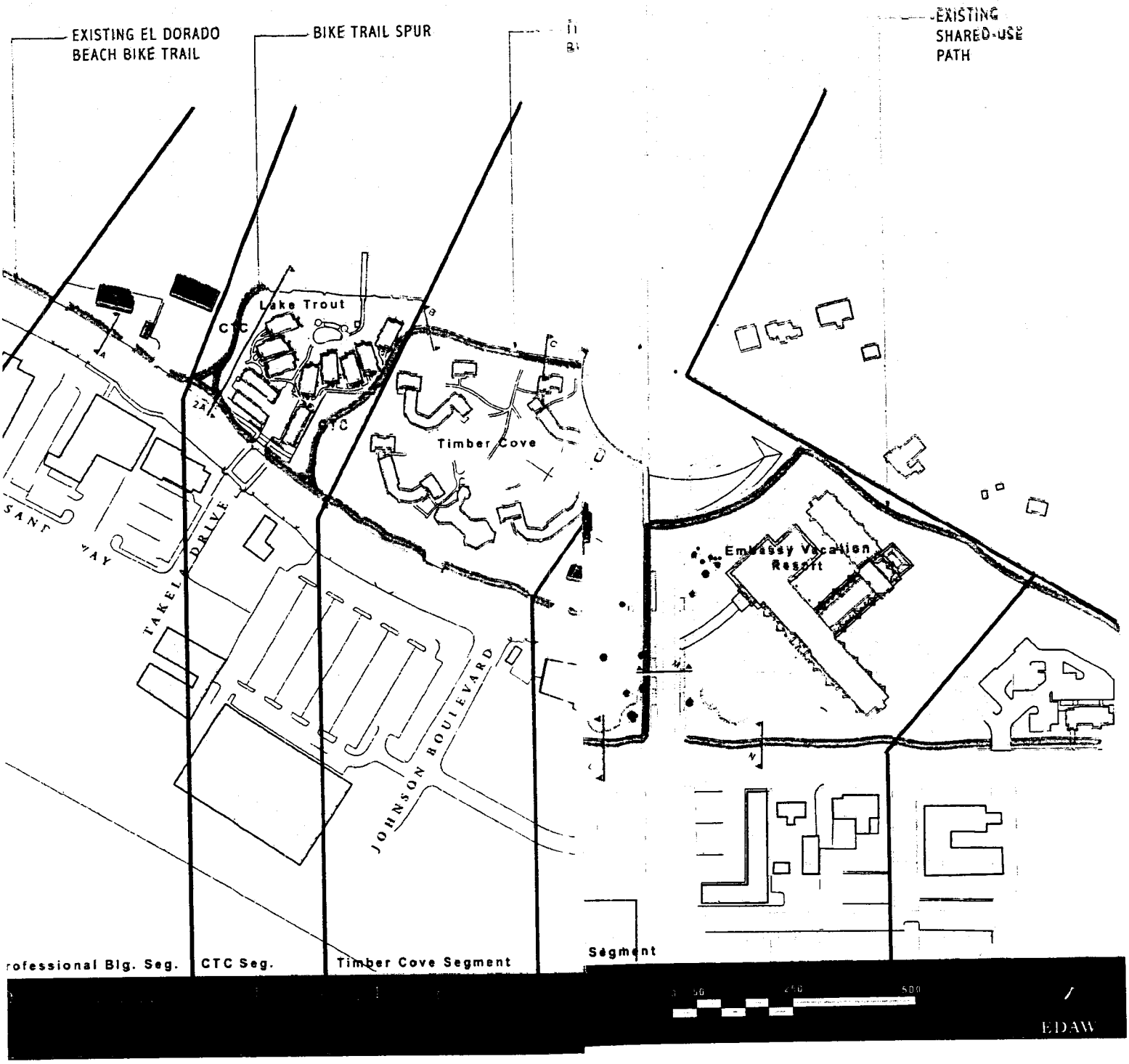


Exhibit 3

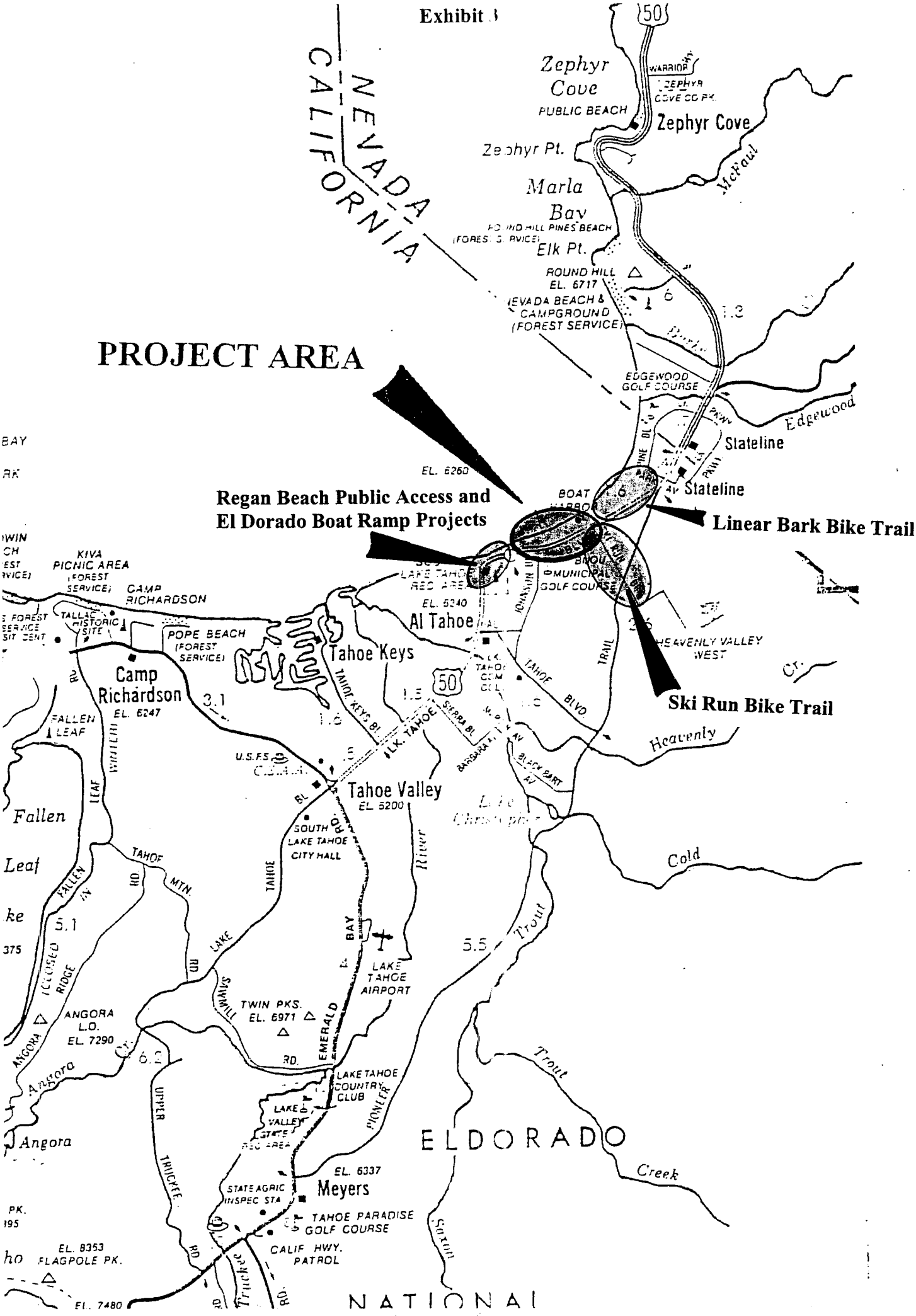

PROJECT AREA
Regan Beach Public Access and
El Dorado Boat Ramp Projects
Linear Bark Bike Trail
Ski Run Bike Trail
NEVADA
CALIFORNIA
Zephyr Cove
PUBLIC BEACH
Zephyr Cove
Zephyr Pt.
Marla Bay
Elk Pt.
ROUND HILL EL. 6717
NEVADA BEACH & CAMPGROUND (FOREST SERVICE)
EDGEWOOD GOLF COURSE
Edgewood
Stateline
Stateline
BOAT HARBOR
EL. 6260
KIVA PICNIC AREA (FOREST SERVICE)
CAMP RICHARDSON
POPE BEACH (FOREST SERVICE)
Camp Richardson
EL. 6247
Tahoe Keys
Al Tahoe
EL. 6240
HEAVENLY VALLEY WEST
Heavenly
Tahoe Valley
EL. 6200
SOUTH LAKE TAHOE CITY HALL
LAKE TAHOE AIRPORT
TWIN PKS. EL. 6971
ANGORA L.O. EL. 7290
LAKE TAHOE COUNTRY CLUB
Meyers
EL. 6337
TAHOE PARADISE GOLF COURSE
CALIF HWY. PATROL
EL. 8353 FLAGPOLE PK.
EL. 7480
Fallen Leaf
Angora
Cold
Trout
Creek
ELDORADO
NATIONAL

Exhibit 4

City of South Lake Tahoe

Resolution No. 2000-57

Resolution of Commitment for
California Tahoe Conservancy Planning Grants

Resolved, by the City Council of the City of South Lake Tahoe, that:

Whereas, it is necessary that the City of South Lake Tahoe demonstrate its commitment to receipt of California Tahoe Conservancy planning grants.

Now, Therefore, It Is Hereby Determined And Ordered; that

1. The City of South Lake Tahoe will accept planning grants for erosion control, stream environment zone restoration and recreation projects;
2. The City of South Lake Tahoe will use the planning grants for the following projects:
   Eighth/Glorene Street Erosion Control Project
   East Pioneer Trail Erosion Control Project
   Sierra Tract Erosion Control Project
   Industrial Tract Stream Restoration Project
   Ski Run Boulevard Bicycle Trail Project
   Harrison Avenue Bicycle Trail Project
   Pine Boulevard Bicycle Trail Project
   El Dorado Beach to Timber Cove Beach Bicycle Trail Project
3. The City of South Lake Tahoe will use the grants to meet the objectives of the planning grant program.

Passed and Adopted by the City Council of the City of South Lake Tahoe on November 21, 2000, by the following votes:

Ayes: Councilmembers CRAWFORD, LAINE, BROWN, DAVIS

Noes: Councilmembers

Absent: Councilmembers

Abstain: Councilmembers COLE

Tom Davis, Mayor

Attest:

City Clerk

City Seal

SOUTH LAKE TAHOE CITY OF CALIFORNIA 19 65

Exhibit 5

CITY OF SOUTH LAKE TAHOE

RESOLUTION NO. 2002-42

A RESOLUTION CONFIRMING THE APPROVAL AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A GRANT FOR THE EL DORADO BEACH TO SKI RUN BIKE TRAIL AND LAKE ACCESS ENHANCEMENT PROJECT (SKI RUN MARINA VICINITY) BETWEEN THE CITY OF SOUTH LAKE TAHOE AND THE STATE OF CALIFORNIA, CALIFORNIA TAHOE CONSERVANCY

RESOLVED, by the City Council of the City of South Lake Tahoe, that:

WHEREAS, the City of South Lake Tahoe wishes to demonstrate its commitment to utilize planning grant funds available through the California Tahoe Conservancy for development of a bike trail from El Dorado Beach to the Ski Run area and enhanced public lake access in the vicinity of the Ski Run Marina;

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED THAT:

1. The City hereby expresses its intent to accept planning grant funds available through the California Tahoe Conservancy to fully develop plans to construct a bike trail connection between El Dorado Beach and the Ski Run Marina area, as well as to create enhanced public lake access and other related public improvements in the vicinity.

2. Upon approval of the planning grant by the Board of the California Tahoe Conservancy, and subsequent approval as to form by the City Attorney of any grant agreements which may be required, the Mayor shall be authorized to execute any agreements necessary to complete the planning process for the bike trail and lake access enhancement projects.

PASSED AND ADOPTED by the City Council of the City of South Lake Tahoe on July 16, 2002, by the following vote:

AYES: Councilmembers LAINE, BROWN, COLE, DAVIS, & CRAWFORD

NOES: Councilmembers _____

ABSENT: Councilmembers _____

ABSTAIN: Councilmembers _____

Brooke Laine, Mayor

ATTEST:

Angela Peterson, City Clerk

(City Seal)

I, Angela Peterson, City Clerk of the City of South Lake Tahoe, California, do hereby certify that this is a true and correct copy of the document as it appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of South Lake Tahoe, California.

Angela Peterson-City Clerk

7/16/02
Date

Exhibit 6

NOTICE OF EXEMPTION

TO: Office of Planning and Research
1400 -10th Street, Room 121
Sacramento, CA 95814

FROM: California Tahoe Conservancy
2161 Lake Tahoe Boulevard
South Lake Tahoe, CA 96150

Project Title
El Dorado Beach to Ski Run Bike Trail and Lake Access Enhancement Project Planning Grant Phase 2

Project Location - Specific
On the California side of the Lake Tahoe Basin. In the City of South Lake Tahoe. Between U.S Highway 50 and the shore of Lake Tahoe and El Dorado Beach and Ski Run Marina.

Project Location - City
South Lake Tahoe

Project Location - County
El Dorado

Description of Nature, Purpose and Beneficiaries of Project
Conceptual planning of a bike trail and lake access enhancement project.

Name of Public Agency Approving Project

California Tahoe Conservancy
(Conservancy meeting of May 21, 2004) (Agenda Item X)

Name of Person or Agency Carrying Out Project

City of South Lake Tahoe

Exempt Status:

_____ Ministerial (Sec. 15073)
_____ Declared Emergency (Sec. 15071 (a))
_____ Emergency Project (Sec. 15071 (b) and (c))
__X__ Categorical Exemption. Class 6, Section 15306; (Also Title 14, Division 5.3, Sections 12102.6) And under Section 15262 (planning and feasibility studies)

Reasons Why Project is Exempt:
The collection of data and research which do result in major disturbance to environmental resource and a project involving only feasibility or planning studies for possible future actions.

Contact Person	Area Code	Telephone	Extension
Robert K. Kingman	(530)	542-5580	129

Date Received for Filing:

Dennis T. Machida
Executive Officer

EXHIBIT B-1

REVISED ESTIMATED PROJECT SCHEDULE AND BUDGET
CITY OF SOUTH LAKE TAHOE

Project: SKI RUN BOULEVARD BIKE TRAIL

Project Schedule

Task	Task Completed
Workplan, Schedule	June 2004
Concept Alternatives Workshops, Meetings	September 2004
Draft Environmental Document	December 2004
Easement Acquisition Negotiations	March 2005
90% Plans Completed	April 2005
Final Environmental Document	May 2005
Final Construction Plans and Specifications	June 2005

Project Budget

Preliminary Acquisition Work	$80,000
Environmental Documentation/Permitting	$70,000
Construction Drawings/Specifications/Cost Estimates	$250,000
Administration	$20,000
TOTAL	$420,000

Exhibit F
SIGN GUIDELINES

Authority:
All projects funded by the "The Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000" **(2000 Parks Bond Act)** must include a posted sign acknowledging the source of the funds following guidelines developed by the Resources Agency.
Reference Section PRC 5096.309

Purpose:
To inform the public that the 2000 Bond Acts that they voted for are providing public benefits throughout the State and that their Bond dollars are at work and helping make California a better place to live. This message will reinforce the need for additional funding for similar projects.

Universal Logo:
All signs will contain a universal logo that will be equated with the 2000 Bond Act statewide. The logo will be on a template, available through the internet (www.resources.ca.gov

Tier I and Tier II:
For the purpose of the sign guidelines only, all projects are divided into Tier I and Tier II projects:

> **Tier I:** Projects using less than $750,000 of Parks Bond Act Funds.
>
> **Tier II:** Projects using more than $750,000 of Parks Bond Act Funds and/or projects situated in areas of high public visibility. (such as near a freeway intersection).
>
> (Archaeological sites are excluded)

Minimum Requirements: Tier I
The universal logo must be mounted in an area to maximize visibility and durability. The logo must be a minimum of 2'x2'. There is no maximum size. Exceptions are permitted in the case of trails, historical sites and other areas where these dimensions may not be appreciate. The logo must be posted no later than project completion.

A larger sign that includes the logo, other wording and acknowledgements may be posted. There is no maximum number of signs.

Minimum Requirements: Tier II
Two signs are required per project, one during construction and one upon completion.

Sign while under construction:

The sign will use a white background and will contain the logo and the Following language:

(Description of Project)

Another project to improve California's parks (trails, watersheds, environment, water quality etc.) funded by the 2000 Parks Bond –

Arnold Schwarzenegger, Governor

Recommended size of signs while under construction: minimum of 4.5'x 7.5'.

Project completion Sign

Upon completion of all Tier II projects, a sign will be posted that includes the Bond Logo. The logo on the sign must be a minimum of 2'x 2' and include The following wording:

(Description of Projects)

Another project to improve California parks (trails, watersheds, environment, water quality etc.) funded by the 2000 Parks Bond – (in large font)

Optional Language: The Safe Neighborhood Parks, Clean Air and Coastal Protection Bond Act of 2000 (The Villaraigosa – Keeley Act)

Director of State Department

Michael Chrisman, Secretary for Resources

Arnold Schwarzenegger, Governor

The name of the director of the logo agency or other governing body may also be added. The sign may also include the names (and/or logos) of other partners, organizations, individuals and elected representatives as deemed appropriate by those involved in the project.

Sign Construction:

All material used shall be durable and able to resist the elements and graffiti. State Parks and Cal Trans standards can be used as a guide for gauge of metal, quality of points used, mounting specifications, etc.

Sign Duration:

The goal is to have project signs in place for a lengthy period of time, preferably a minimum of 2 years for Tier I project signs and 4 years minimum for Tier II projects signs.

Sign Cost:

The cost of the sign(s) is an eligible project cost. Application should consider potential replacement cost as well. More durable signage encouraged; e.g. bronze memorials mounted in stone at trailheads, on refurbished historical monuments and buildings etc.

Appropriateness of Signs:

For projects where the required sign may be out of place (such as some refurbished cultural and historic monuments and buildings), the project officer/grants administrator in consultation with the application may authorize a sign that is tasteful and appropriate to the project in question. Alternate signage must be immediately recognized as a Parks Bond 2000 sign.

Sign on State Highways:

Signs placed within the state highway right-of-way may require a Caltrans encroachment permit. Contact your local Caltrans District Office early in the planning phases for more information.

EXHIBIT G

Eligible Project Costs for Planning and Site Improvement Grants

Eligible costs - The Conservancy will fund up to 100% of eligible project costs for planning and site improvements.

The following types of costs are eligible for funding under the planning grant program:

- work-plan preparation;
- completion of approved work-plan products;
- public meeting costs;
- project design, administration, and interagency coordination;
- pre-construction water quality monitoring;
- preparation of preliminary plans, specifications and cost estimates;
- grant application preparation;
- pre-acquisition activities related to the acquisition of interests in land;
- project evaluation and environmental documentation; and
- preparation and processing of permit applications.

The Conservancy will fund all eligible project costs incurred after board approval (consistent with the terms of the grant agreement) and Conservancy staff approval of the grantee's work-plan. Advance payments or reimbursement for expenses will not begin until Conservancy staff approval of the grantee's work-plan. The work-plan will identify the specific work products (conceptual plans, environmental documents, surveys etc.) to be developed during the planning process and their delivery dates. Written approval from the Conservancy is required for any major changes to the approved work-plan.

The following types of costs are eligible for funding under the site improvement grants program:

- project administration and interagency coordination;
- preparation and processing of permit applications;
- monitoring;
- preparation of contract documents including final plans, specifications and cost estimates;
- construction of improvements;
- project inspection;
- final planning activities for acquisition of interests in land; and
- project evaluation and documentation.

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12

City of South Lake Tahoe

"making a positive difference now"

Staff Report for the Joint City Council and South Tahoe Redevelopment Agency Meeting of July 20, 2004

Dt: **July 14, 2004**

To: **David M. Jinkens, City Manager**

Fr: **Cathy Kope, Loan Program Specialist** C. Kope

Re: **Loans in the Amount of $3,400,000 from the State of California HOME Program and $100,000 of Low and Moderate Income Housing Funds for Construction of the Evergreen Tahoe Apartments**

Recommendation(s):

Approve and authorize Mayor and Executive Director to execute the Loan Agreement and Regulatory Agreement.

Discussion:

Attached for City Council and South Tahoe Redevelopment Agency consideration are the Loan Agreement and Regulatory Agreement to allow for the construction and operation of the Evergreen Tahoe Apartments on Melba Avenue. Staff has been working on this project for approximately two years and is now ready to formally commit the awarded grant funds to the developer and operator of the project.

The Loan Agreement governs the use of State of California Home Investment Partnerships Program (HOME) and Low and Moderate Income Housing funds and the construction of the project; and the Regulatory Agreement governs the operation of the project for the period it will be restricted as affordable housing. In addition to these loan documents, the developer will also be required to sign promissory notes which will be secured by deeds of trust against the property. The loan documents were prepared in accordance with all applicable federal, state and community redevelopment regulations and have been reviewed by the City Attorney.

The City will be making a 3% interest rate loan in the amount of $3.4 million for a term not to exceed the period of construction or July 31, 2006, whichever event happens first. Upon the occurrence of the first of these two events, all principal and interest accrued on the promissory note will be rolled over into new permanent financing which will bear interest at 1.5% for a term of 55 years, which is the same length of time the project must be maintained as affordable housing. Repayment of the loan funds will begin after the end of the fourth year of operation and payments will be made from available cash flow after other debt and operational expenses are

Housing and Economic Development
(530) 542-6047 · (530) 542-7955 FAX
1901 Airport Road, Suite 107 · South Lake Tahoe · California 96150-7004

CENTRAL RECORDS
FILE No.: 1040
1047
1204

paid. The $100,000 of Low and Moderate Income Housing funds will be loaned on the same terms and conditions as the City loan.

The developer and operator of the project is Evergreen Tahoe Partners, LLC. The formation of this company is the result of a partnership between David J. Michael, President of the PAM Companies, and Bucky Fong, the architect widely known in the community for his design of the Tahoe Senior Plaza.

Fiscal Impact:

The total estimated cost for acquisition and construction of the Evergreen Tahoe Apartments is $4,651,200 which equates to $178,892 per unit. The City will be committing $3,400,000 of HOME funds and $100,000 of Low and Moderate Income Housing funds to the project. There will be no financial impact on the City's general fund. Securing the balance of the project funding is the responsibility of the developer and will come from private financing.

Concurred:

Teri Jamin
Community Development Director

Approved:

David M. Jinkens
City Manager

Attachments:
(1) Loan Agreement
(2) Regulatory Agreement
c: Patrick M. Conway
Bucky Fong
David Michael, PAM Development
data/home/evergreen/SR for Loan Docs

Attachment 1

Loan Agreement

LOAN AGREEMENT

by and among

Evergreen Tahoe Partners, LLC

and

City of South Lake Tahoe,
a municipal corporation

and

South Tahoe Redevelopment Agency,
a public body, corporate and politic

Dated as of July 20, 2004

CENTRAL RECORDS
FILE No.: 1247
C-415

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B. Affirmative Marketing Procedures and Requirements

C. Agency Consolidated Deed of Trust (Low and Moderate Income Housing Funds)

D. Agency Consolidated Promissory Note (Low and Moderate Income Housing Funds)

E. Agency Construction Deed of Trust (Low and Moderate Income Housing Funds)

F. Agency Construction Promissory Note (Low and Moderate Income Housing Funds)

G. City Consolidated Deed of Trust (HOME Investment Partnerships Program)

H. City Consolidated Promissory Note (HOME Investment Partnerships Program)

I. City Construction Deed of Trust (HOME Investment Partnerships Program)

J. City Construction Promissory Note (HOME Investment Partnerships Program)

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M. Certification Regarding Debarment, Suspension and other Responsibility Matters

N. Certification Regarding Lobbying

LOAN AGREEMENT

THIS LOAN AGREEMENT (the "Agreement") is entered into as of this 20th day of July, 2004, by and between Evergreen Tahoe Partners, LLC (the "Borrower"), the City of South Lake Tahoe, a municipal corporation (the "City"), and South Tahoe Redevelopment Agency, a public body, corporate and politic (the "Agency").

RECITALS

A. City is authorized, pursuant to that certain Standard Agreement dated July 15, 2003, between the City and the State of California, by and through the Department of Housing and Community Development, and relating to the HOME Investment Partnerships Program (the "HOME Program"), pursuant to the HOME Investment Partnership Act at Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended (42 U.S.C., Section 12701, et. seq.), and desires to distribute monies from its allocation of HOME Program funds (the "HOME Funds") to certain nonprofit corporations and other organizations for the specific and special purpose of increasing and maintaining the housing stock in the City of South Lake Tahoe, California, for low and very-low income families.

B. Agency is authorized, pursuant to the California Community Redevelopment Law (Health and Safety Code, Section 33000, et. seq.), and desires to distribute monies from its Low and Moderate Income Housing Funds (the "Housing Fund") to certain nonprofit corporations and other organizations for the specific and special purpose of increasing and maintaining the housing stock in the City of South Lake Tahoe, California, for low and very-low income families.

C. Borrower intends to construct twenty-six (26) housing units for low and very-low income persons in accordance with the terms of this Agreement on certain parcels of land located in the City of South Lake Tahoe, State of California, as more particularly described in **Exhibit A** attached hereto, and to be known as Evergreen Apartments (the "Project").

D. In accordance with the affordable restrictions of the Project, each unit shall be counted as meeting the Agency's requirements of producing and/or replacing a very-low income, low income, or moderate income housing unit pursuant to California Health and Safety Code Section 33413.

E. City and Agency have agreed to advance funds in the amounts and on the terms and conditions as set forth in this Agreement so that Borrower can develop the Project on the Land (as hereinafter defined).

F. In order to finance the acquisition of the Land, the construction of the Improvements (as hereinafter defined) and the payment of various costs and expenses relating to the Project, Borrower has requested a loan from HOME Funds of Three Million Four Hundred Thousand Dollars ($3,400,000.00), the repayment of which will be secured by Borrower's interest in the Land and the Improvements covered by the City Construction Deed of Trust (as hereinafter defined) and the City Consolidated Deed of Trust (as hereinafter defined).

G. Borrower, City and Agency have acknowledged and agreed that the commitment of HOME Funds by City will be solely and exclusively from grant funds pursuant to that certain Standard Agreement Contract Number 02-HOME-0606, dated July 15, 2003 (the "Standard Agreement"), between City and the State of California, by and through the Department of Housing and Community Development (the "State").

H. Borrower, has also requested an Agency loan from the Housing Fund of One Hundred Thousand Dollars ($100,000.00), the repayment of which will be secured by Borrower's interest in the Land and

Improvements covered by the Agency Construction Deed of Trust (as hereinafter defined) and Agency Consolidated Deed of Trust (as hereinafter defined).

NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Definitions. The following terms shall have the following meanings when used in this Agreement:

1.1 "Affirmative Marketing Procedures and Requirements" means the City of South Lake Tahoe document entitled Affirmative Marketing Procedures and Requirements for Rental and Homebuyer Projects Containing Five or More HOME-Assisted Housing Units adopted by Resolution No. 2004-12 on February 17, 2004, and attached as **Exhibit B** hereto.

1.2 "Agency Consolidated Deed of Trust" means the deed of trust and assignment of rents made by Borrower to secure the Agency Consolidated Loan attached as **Exhibit C** hereto.

1.3 "Agency Consolidated Loan" means the permanent loan to Borrower by Agency upon completion of construction.

1.4 "Agency Consolidated Promissory Note" means the secured promissory note executed by Borrower in favor of Agency to evidence the Agency Consolidated Loan and attached hereto as **Exhibit D**.

1.5 "Agency Construction Deed of Trust" means the deed of trust and assignment of rents made by Borrower to secure the Agency Construction Loan and attached as **Exhibit E** hereto.

1.6 "Agency Construction Loan" means the loan in the principal amount of $100,000.00 committed to Borrower by Agency from the Housing Fund.

1.7 "Agency Construction Promissory Note" means the secured promissory note executed by Borrower in favor of Agency to evidence the Agency Construction Loan and attached as **Exhibit F** hereto.

1.8 "Agreement" means this Loan Agreement, and all exhibits attached hereto.

1.9 "Agreement Date" means the date first above written.

1.10 "Area Median Income" means the median income for the County of El Dorado Primary Metropolitan Statistical Area (PMSA) as determined by HUD, adjusted for family size.

1.11 "Authorization" means any authorization, consent, approval, order, license, permit, exemption or other action by or from, or any filing, registration or qualification with, any Governmental Agency or other Person.

1.12 "Authorizing Resolutions" means (a) in the case of a corporation, a certified copy of resolutions adopted by its board of directors; (b) in the case of a partnership (whether general or limited), a certificate signed by all of its general partners; and (c) in the case of a trust or any other entity,

evidence of such other action as City or Agency may require, in each case authorizing the execution, delivery and performance of all Loan Documents to which it is a party or by which it is bound.

1.13 "Business Day" means any day (excluding Saturdays, Sundays and holidays) on which banks located in California are not authorized or required by law to close.

1.14 "Charter Documents" means (a) in the case of a corporation, its articles of incorporation, bylaws, and a certificate of good standing from the California Secretary of State; (b) in the case of a partnership, its partnership agreement, any certificate or statement of partnership, and a certificate of good standing from the California Secretary of State if the partnership is a California limited partnership; and (c) in the case of a trust or any other entity, its formation documents, in each case as amended from time to time.

1.15 "CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601, et. seq.), as amended from time to time, and as amended by Superfund Amendments and Reauthorization Act of 1986 ("SARA") (42 U.S.C. Sections 9601, et. seq.).

1.16 "City Consolidated Deed of Trust" means the deed of trust and assignment of rents made by Borrower to secure the City Consolidated Loan and attached as **Exhibit G** hereto.

1.17 "City Consolidated Loan" means the permanent loan to Borrower by City upon completion of construction.

1.18 "City Consolidated Promissory Note" means the secured promissory note executed by Borrower in favor of City to evidence the City Consolidated Loan and attached hereto as **Exhibit H**.

1.19 "City Construction Deed of Trust" means the deed of trust and assignment of rents made by Borrower to secure the City Construction Loan and attached as **Exhibit I** hereto.

1.20 "City Construction Loan" means the loan in the principal amount of $3,400,000.00 committed to Borrower by City from the HOME Funds.

1.21 "City Construction Promissory Note" means the secured promissory note executed by Borrower in favor of City to evidence the City Construction Loan and attached as **Exhibit J** hereto.

1.22 "Code" means the California Health and Safety Code.

1.23 "Consolidated Loan" means the sum of the City Construction Loan ($3,400,000.00 plus interest accrued during the course of construction) together with the Agency Construction Loan ($100,000.00 plus interest accrued during construction).

1.24 "Consolidated Loan Documents" means this Agreement, the Agency Consolidated Promissory Note, the Agency Consolidated Deed of Trust, the City Consolidated Promissory Note, the City Consolidated Deed of Trust, the Regulatory Agreement, and any other document executed or delivered in connection with this Agreement.

1.25 "Construction Loan" means the City Construction Loan in the principal amount of $3,400,000.00 from the HOME Funds in combination with the Agency Construction Loan in the original amount of $100,000.00 from the Housing Fund.

1.26 "Construction Loan Documents" means the City Construction Deed of Trust, City Construction Promissory Note, Agency Construction Deed of Trust, Agency Construction Promissory Note and this Loan Agreement.

1.27 "Disbursement" means each disbursement of the proceeds of the City Construction Loan and Agency Construction Loan for the account of Borrower in accordance with this Agreement.

1.28 "Disbursement Request" means a written request by Borrower for a Disbursement in a form approved by City.

1.29 "Environmental Activity" means any actual, proposed or threatened storage, existence, release, generation, abatement, removal, disposal, handling or transportation of any Hazardous Substance from, under, into or on the Real Property.

1.30 "Environmental Requirements" means all present and future federal, state and local laws (including CERCLA, SARA and the applicable provisions of the Code and any regulations promulgated thereunder), ordinances, statutes, rules and regulations, orders, judgments, decrees, agreements, authorizations, consents, licenses, permits and other governmental restrictions and requirements relating to the environment or to any Hazardous Substance or Environmental Activity.

1.31 "Event of Default" means any of the events as set forth in Section 13.

1.32 "Financial Statements" means balance sheets and income statements of Borrower.

1.33 "Governmental Agency" means (a) any government or municipality or political subdivision of any government or municipality; (b) any assessment, improvement, community facilities or other special taxing district; (c) any governmental or quasi-governmental agency, authority, board, bureau, commission, corporation, department, instrumentality or public body; or (d) any court, administrative tribunal, arbitrator, public utility or regulatory body.

1.34 "Hazardous Substance" means any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. Hazardous Substance includes, without limitation, flammable or explosive materials, polychlorinated biphenyls, formaldehyde, urea, petroleum, petroleum product or by-product, crude oil, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixture thereof, radon, asbestos and asbestos-containing materials, radioactive materials, and any substance, chemical, waste or other material which is listed, defined or otherwise identified as a "hazardous substance," "hazardous waste," "hazardous material," "pollutant," "contaminant," "pesticide" or is listed as a chemical known to cause cancer or reproductive toxicity or is otherwise identified as "hazardous" or "toxic" under any federal, state, local or administrative agency ordinance or law, including, without limitation, CERCLA; SARA; the Resource Conservation and Recovery Act of 1976, as amended by the Solid Waste and Disposal Act of 1984 (42 U.S.C. Sections 6901, et. seq.); the California Hazardous Substance Account Act (also known as the Carpenter-Presley-Tanner Hazardous Substance Account Law and commonly known as the "California Superfund" law) (California Health and Safety Code Sections 25300, et. seq.); and the Safe Drinking Water and Toxic Enforcement Act of 1986 (commonly known as "Proposition 65") (California Health and Safety Code Sections 25249.2, et. seq.). Notwithstanding the foregoing, "Hazardous Substance"

shall not include materials normally used in the construction, rehabilitation, operation or maintenance of residential developments similar to the Project.

1.35 "HUD" means the U.S. Department of Housing and Urban Development acting by and through the Secretary of Housing and Urban Development and his/her Authorized Agents.

1.36 "Improvements" means the Units and other improvements, including the site development work (if any), constructed or to be constructed pursuant to the Project.

1.37 "Indemnify" shall mean, whenever any provision of this Agreement requires a person or entity (the "Indemnitor") to Indemnify any other entity or person (the "Indemnitee"), the Indemnitor shall be obligated to defend, indemnify and protect the Indemnitee, its officers, employees, agents, stockholders, constituent partners, and members of its boards and commissions harmless from and against any and all Losses arising directly or indirectly, in whole or in part, out of the act, omission, event, occurrence or condition with respect to which the Indemnitor is required to Indemnify such Indemnitee, whether such act, omission, event, occurrence or condition is caused by the Indemnitor or its agents, employees or contractors, or by any third party or any natural cause, foreseen or unforeseen; provided that no Indemnitor shall be obligated to Indemnify any Indemnitee against any Loss from the negligence or intentional wrongful acts or omissions of such Indemnitee, or such Indemnitee's agents, employees or contractors. If a Loss is attributable partially to the negligent or intentionally wrongful acts or omissions of the Indemnitee (or its agents, employees or contractors), such Indemnitee shall be entitled to Indemnification for that part of the Loss not attributable to such Indemnitee's (or its agents, employees or contractors) negligent or intentionally wrongful acts or omissions.

1.38 "Land" means the land owned by Borrower described in **Exhibit A** attached hereto.

1.39 "Laws" means all federal, state and local laws, rules, regulations, ordinances and codes.

1.40 "Lien" means any lien, mortgage, deed of trust, pledge, security interest or other charge or encumbrance against the Real Property.

1.41 "Loss" includes any loss, liability, damage, cost, expense or charge (including reasonable expenses and charges of legal counsel).

1.42 "Obligations" means all obligations of Borrower of every nature under the Consolidated Loan Documents and Construction Loan Documents.

1.43 "Opinion" means an opinion of Borrower's California legal counsel, satisfactory to City and Agency and their legal counsel, which provides that Borrower is a duly formed, validly existing corporation in good standing under the Laws of the State of California, has the power and authority to enter into the Loan Documents and to be bound by the terms of such documents when executed and delivered, and that addresses such other matters as City and Agency may reasonably request.

1.44 "Permitted Exceptions" means (a) Liens in favor of City and Agency; (b) Permitted Prior Exceptions; and (c) other matters expressly approved by the City and Agency, in writing, that are subject and subordinate to the Liens of the Agency Consolidated Deed of Trust, Agency Construction Deed of Trust, City Consolidated Deed of Trust, and City Construction Deed of Trust.

1.45 "Permitted Prior Exceptions" means (a) general ad valorem real property taxes that are not due or delinquent and any other special taxes approved in writing by City and Agency that are not due or delinquent; (b) mechanics liens affecting the Real Property and arising from the construction of the Improvements over which the Title Policy has insured the priority of the Lien of the Agency Construction Deed of Trust and City Construction Deed of Trust; and (c) such other matters as City and Agency have expressly approved in writing.

1.46 "Person" means any person or entity, whether an individual, trustee, corporation, partnership, joint stock company, trust, unincorporated organization, bank, business association or firm, joint venture, Governmental Agency or otherwise.

1.47 "Project Income" means all income and receipts in any form from the operation of the Project, including, without limitation, rents, fees, deposits (other than tenant security deposits), reimbursements and other charges paid to Borrower in connection with the Project.

1.48 "Real Property" means the Land and the Improvements and all other buildings, structures and improvements now or in the future located on the Land.

1.49 "Regulatory Agreement" means that certain Regulatory Agreement and Declaration of Restrictive Covenants executed by Borrower, City and Agency which pertains to the affordability and occupancy restrictions agreed to by Borrower with respect to the Project and to be recorded in the Official Records of the County Recorder of El Dorado County, California, as covenants that will run with the Land for the period as specified therein, and attached as **Exhibit K** hereto.

1.50 "Remedy" means any right, power or remedy available at Law or agreed to in any of the Consolidated Loan Documents or Construction Loan Documents pursuant to an uncured Event of Default.

1.51 "Table" means the table of sources and uses of funds attached as **Exhibit L** hereto, which includes both construction and permanent financing for the Project.

1.52 "Term" means the term of this Agreement, as specified in Section 2.

1.53 "Unit" means one of the twenty-six (26) multi-family residential units within the Project.

2. Term of Agreement.

The term of this Agreement (the "Term") shall commence on the Agreement Date and shall continue until the fifty-fifth (55th) anniversary of the date of completion of construction of the Project, as evidenced by a recorded notice of completion, or on July 31, 2061, whichever date first occurs.

3. Construction Loan Terms.

3.1 Construction Loan Amount. City and Agency shall make the Construction Loan from the HOME Funds and the Housing Fund in the total amount of $3,500,000.00 to Borrower, subject to the terms and conditions in the Construction Loan Documents; provided, however, that with respect to the HOME Funds, City shall disburse the HOME Funds to Borrower only to the extent that (a) such funds are available from the State; and (b) the uses of such funds are eligible in accordance with the Standard Agreement, which is incorporated herein by this reference. If, for any reason, the HOME Funds are not available from the State under the Standard Agreement, or any of

Borrower's uses of the HOME Funds that are disbursed pursuant to Section 5 below are deemed by the State as ineligible uses, then City shall not have any further obligation to provide the HOME Funds to Borrower under this Agreement.

3.2. Term of Construction Loan. The term of the Construction Loan shall expire on July 31, 2006, or upon recordation of the notice of completion for the Project, whichever event occurs first. Prior to the occurrence of either of these two events, Borrower shall execute and deposit with City and Agency any and all other Consolidated Loan Documents not previously submitted.

3.3 Interest. Interest shall accrue at the rate of three percent (3%) per annum commencing from the date of the first disbursement and will bear interest only upon the total amount of funds disbursed.

3.4 Repayment of Principal. The principal sums as stated in the Agency Construction Promissory Note and the City Construction Promissory Note shall be due and payable at the end of the Term.

3.5 Reconveyance of Construction Loan. City and Agency agree to deliver requests for full reconveyances to the trustees named in the City Construction Deed of Trust and Agency Construction Deed of Trust concurrently with the Consolidated Loan Documents.

4. Consolidated Loan Terms.

4.1 Consolidated Loan Amount. City and Agency shall combine the City Construction Loan and Agency Construction Loan, plus all accrued interest, to create the Consolidated Loan.

4.2 Term of Consolidated Loan. The Consolidated Loan shall be due and payable in full upon whichever of the following events occurs first: (a) the fifty-fifth (55th) anniversary date of recordation of the notice of completion for the Project; or (b) July 31, 2061.

4.3 Interest. Interest shall accrue at the rate of one and one-half percent (1.5%) per year from July 31, 2006, or upon the date of recordation of the notice of completion for the Project, whichever event first occurs.

4.4 Repayment of Principal and Interest. The principal sums, and all interest accrued thereunder, as stated in the City Consolidated Promissory Note and Agency Consolidated Promissory Note shall be due and payable at the end of the Term.

5. Disbursements.

5.1 Disbursement of Construction Loan Amount. Subject to the terms, conditions and procedures set forth in this Agreement, City and Agency shall make Disbursements to or for the account of Borrower during the Term of this Agreement. The aggregate amount of all Disbursements made by City and Agency shall not exceed the Construction Loan Amount. All Disbursements shall be evidenced by and be repayable in accordance with the terms of the City Construction Promissory Note and Agency Construction Promissory Note, which terms shall be consistent with one another.

5.2 Use of Construction Loan Proceeds. Borrower shall use the Construction Loan proceeds in accordance with the provisions of this Agreement and the Table.

5.3 Conditions to All Disbursements. City's and Agency's obligation to make any Disbursement is subject to the following conditions precedent:

(a) Borrower shall have delivered to City and Agency a Disbursement Request for the Disbursement in form and substance satisfactory to City and Agency;

(b) No Event of Default shall have occurred that remains uncured as of the date of the Disbursement Request;

(c) Borrower shall have certified to City and Agency that the Project complies with the labor standards set forth in Section 9.1 below, as applicable;

(d) Prior to the start of construction of the Improvements, Borrower shall have delivered to City and Agency, and City and Agency shall have reviewed and approved, the construction contract and the construction plans and specifications for the Project, which shall include a site plan, unit plans and elevations.

5.4 Conditions to Initial Disbursement. In addition to the conditions set forth in Section 5.3 above, City's and Agency's obligation to make the initial Disbursement is subject to the following conditions precedent; provided, however, that in the event Borrower has not satisfied these conditions within sixty (60) days from the Agreement Date, unless otherwise specifically provided below, City and Agency may, in their sole discretion, declare this Agreement to be null and void:

(a) Borrower shall have delivered to City and Agency fully executed (and for documents to be recorded, fully acknowledged) originals of the following documents, in form and substance satisfactory to City and Agency: (i) the Construction Loan Documents; (ii) the Opinion; (iii) the Authorizing Resolutions; and (iv) any other documents reasonably requested by City and Agency

(b) Borrower shall have delivered to City and Agency the Charter Documents;

(c) Borrower shall have delivered to City and Agency certificates of insurance to meet the requirements set forth in Section 12;

(d) Borrower shall have submitted to City and Agency a Phase I toxic report, or any other report reasonably requested by City and Agency, prepared by a professional hazardous materials consultant acceptable to City and Agency;

(e) Borrower shall have delivered to City and Agency evidence satisfactory to City and Agency that Borrower has obtained commitments for any additional financing for the Project that may be required by City and Agency, as determined by City and Agency in their sole discretion;

(f) The City Construction Deed of Trust and Agency Construction Deed of Trust shall have been recorded as valid Liens in the official records of the County Recorder of El Dorado County, California, subject only to the Permitted Exceptions;

(g) Borrower shall have signed and delivered to City and Agency the Certification Regarding Debarment, Suspension and Other Responsibility Matters as set forth in **Exhibit M**; and,

(h) Borrower shall have signed and delivered to City and Agency the Certification Regarding Lobbying as set forth in **Exhibit N**.

6. Construction of the Improvements.

6.1 Commencement and Completion of Construction. Borrower shall: (a) commence construction of the Improvements by October 1, 2004; (b) file a notice of completion of the Project and obtain final certificates of occupancy for the Units on or before July 31, 2006, (the "Completion Date"); and (c) achieve occupancy of ninety-five percent (95%) of the Units on or before January 1, 2007. These deadline dates may be extended by City and Agency at the City's and Agency's sole discretion. Any such extensions shall be evidenced in writing.

6.2 Construction Standards. Borrower shall complete the Project substantially in accordance with this Agreement and the supporting documents reviewed and approved by City and Agency in connection with the Project. The construction and development of the Project shall be performed in a professional and businesslike manner and shall be done substantially in accordance with the construction plans and specifications approved by City and Agency pursuant to Section 5.3(d) above. All newly-constructed Units shall, upon completion of construction, meet local codes, ordinances, the Model Energy Code published by the Council of American Building Officials, and the development requirements of the Fair Housing Act and Section 504 as stated in the Affirmative Marketing Procedures and Requirements as set forth in **Exhibit B**. If at any time City or Agency notifies Borrower that construction of the Improvements does not conform to the requirements of this Section or any such nonconformity is otherwise discovered, Borrower shall immediately cause such nonconforming construction to be stopped and all necessary corrective work to be commenced and diligently and continuously prosecuted to completion.

6.3 Performance and Payment Bonds. Prior to the commencement of any construction, Borrower shall deliver to City and Agency copies of performance and payment bonds to assure completion of the Project.

6.4 Construction Reports. Until construction of the Project has been completed, Borrower shall submit reports to City and Agency from time to time, setting forth in reasonable detail Borrower's progress with respect to such construction. Said reports shall, among other matters, detail the work completed, funds expended, balance of funds remaining, change orders and their cost, and the projected completion date.

6.5 Changes in Plans and Specifications. Borrower shall give City and Agency notice of all proposed changes in the plans and specifications from those previously submitted to City and Agency pursuant to Section 5.3(d) above. Upon completion of construction, Borrower shall deliver to City and Agency a set of "as-built" plans for the Project.

6.6 Inspections.

(a) The City shall inspect the work performed to ensure that it has been executed in accordance with all applicable federal, state and local requirements and this Agreement. The Borrower agrees that all work found by such inspection not to conform to the applicable requirements shall be corrected. The City and Agency are entitled to withhold payment to Borrower until such work is corrected.

(b) In accordance with the Standard Agreement, the Borrower agrees to allow the State to inspect the property at any time during the period of construction, and throughout the period of affordability.

(c) The Borrower also agrees to allow the City to annually inspect the property for purposes of conducting on-site monitorings as required by 24 CFR 92.504(d) for the required period of affordability and the results of such inspections being reported annually to the State per Title 25 California Code of Regulations Section 8216(a)(2).

7. Affordability and Equal Opportunity Provisions Related to Development.

7.1 Regulatory Agreement. Borrower shall comply with the affordable housing requirements of the HOME Program as set forth in 24 CFR, Section 92.252, et. seq., and to the extent not inconsistent with the HOME Program, to the low and moderate income affordable housing requirements as set forth in California Health and Safety Code Section 33334.2, et. seq. Such affordable housing requirements are as set forth in the Regulatory Agreement attached hereto as **Exhibit K** and specifically incorporated in this Agreement by this reference.

7.2 Term of Affordability. The affordability restrictions set forth in this Section 7 shall remain in full force and effect for the term of the Regulatory Agreement which shall not be inconsistent with the Term of this Agreement, notwithstanding any repayment of the Consolidated Loan Amount or reconveyance of the City Consolidated Deed of Trust and/or the Agency Consolidated Deed of Trust.

7.3 Equal Opportunity. Borrower shall comply with the equal opportunity contracting requirements and Section 3 regulations in executing any and all contracts and subcontracts as stated in the Affirmative Marketing Procedures and Requirements set forth in **Exhibit B.** As directed by the Affirmative Marketing Procedures and Requirements, Borrower shall include the applicable attachments with any and all contracts and subcontracts. Furthermore, Borrower shall include the necessary accessible design elements into the Project required by Section 504 and the Fair Housing Act, which are also stated in the Affirmative Marketing Procedures and Requirements.

8. Maintenance and Management of the Project.

8.1 Generally. Subject to Section 8.3 below, Borrower shall be solely responsible for the maintenance, repair, and management of the Project, including without limitation, selection of tenants, certification and recertification of income and household size, evictions, collection of rents, routine and extraordinary repairs and replacement of capital items. Borrower shall maintain the Project in a decent, safe and sanitary manner in accordance with all local health, building, and housing codes. Borrower shall make all reasonable efforts to: (a) keep the Units in good repair and available for occupancy; and (b) keep the Project fully rented and occupied.

8.2 Affirmative Marketing. Borrower shall market and operate the project in accordance with the Affirmative Marketing Procedures and Requirements as set forth in **Exhibit B.** Borrower shall take immediate action to address any issues of noncompliance that may arise from time to time as a result of a monitoring of the Project by the City.

8.3 Management Agent. Borrower shall contract with a management agent for the performance of the services or duties required in Sections 8.1 and 8.2 above, which management agent and contract shall be subject to City's consent. However, such an arrangement shall not relieve Borrower of responsibility for performing those duties required herein. The contract with the management agent shall contain a provision allowing Borrower, or its successor in interest, to terminate the contract without penalty upon no more than thirty (30) days' notice. Upon a determination by City,

and notice to Borrower that the management agent has failed to operate and manage the Project in accordance with Sections 8.1 and 8.2 of this Agreement, Borrower shall exercise such right of termination promptly and shall make immediate arrangements, subject to prior written approval, for continuing performance of those functions. Upon a determination by City and notice to Borrower that Borrower has failed to operate the Project in accordance with this Agreement, and Borrower's failure to cure such default within the time period specified in Section 13.1(d), City may require Borrower to contract with another management agent to operate the Project or to make such other arrangements as City may require to ensure performance of the functions required in Sections 8.1 and 8.2 above.

8.4 Redevelopment Project Displaced Persons and Families. In accordance with Section 33411.5 of the California Health and Safety Code, Borrower shall give a preference to persons and families of low or moderate income displaced by the redevelopment project, as maintained by the Agency on a "list of displaced tenants." Displaced persons and families must still comply with all applicable occupancy requirements for the Project and may only be given a preference if it does not violate any fair housing rules or procedures.

9. Governmental Requirements. Borrower shall comply with all applicable Laws, including, without limitation, those specified below.

9.1 Labor Standards. The Project is subject to federal labor standards, and Borrower shall be responsible for compliance with these requirements. All laborers and mechanics employed in the construction or rehabilitation of the Project shall be paid wages at the appropriate rate as determined by the United States Secretary of Labor in accordance with the Davis-Bacon and Related Acts published in Chapter 3, Section 276(a) 7, et. seq. In addition, the Project shall be subject to the Copeland Anti-Kickback Act published in Chapter 3, Section 276(c) of U.S.C. Title 40; and the Contract Work Hours and Safety Standards Act, as amended and published in Chapter 5, Subchapter II, Section 327, et. seq.; and the Fair Labor Standards Act of 1938, as amended and published in Chapter 9 Sections 201, et. seq., of U.S.C. Title 29.

9.2 Environment and Historic Preservation. If applicable, Borrower shall assess the environmental effect of the Project in accordance with the National Environmental Policy Act of 1969 (42 U.S.C. 4321-4361), and the additional laws and authorities listed at Parts 50 and 58 of Volume 24 of the Code of Federal Regulations, including HUD's noise assessment guidelines established in accordance with 24 CFR 51B.

9.3 Architectural Barriers. Borrower and the Project shall comply with the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157).

9.4 Lead-Based Paint. Borrower and the Project shall comply with the requirement of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) and implementing regulations at Part 35 of Volume 24 of the Code of Federal Regulations. The lead-based paint provisions of 982.401(j), except 24 CFR 982.401(j)(1)(i), also apply, irrespective of the applicable property standard under 92.251.

9.5 Relocation. In the event that relocation becomes an issue, Borrower and the Project shall comply with the requirements of 24 CFR 92.353 regarding the displacement and relocation of tenants of properties assisted with HOME Funds, including, with respect to "displaced persons" as defined in 24 CFR 92.353(c)(2), compliance with the Uniform Relocation Assistance and Real Property

Acquisition Policies Act of 1970 (42 U.S.C. 4201-4655) and implementing regulations at 49 CFR Part 24, and similar Laws.

9.6 Conflicts of Interest. Borrower: (a) acknowledges that it has read and understands, (b) represents and warrants that it is in compliance with, and (c) agrees to comply with, in the future, the following conflict of interest provisions:

Borrower represents that it is familiar with the provisions of Sections 1090 through 1097 and 87100 through 87103.5 of the California Government Code, all of which relate to prohibited conflicts of interest in connection with government contracts. Borrower certifies that it knows of no facts that constitute a violation of said sections, or any of them, and agrees to immediately notify City and Agency if Borrower shall at any time obtain knowledge of facts constituting such a violation.

9.7 Governmental Authorizations. Borrower shall at all times maintain in full force and effect all Authorizations required to operate the Project in accordance with this Agreement.

10. Project Completion Audit. Upon completion of construction, lease-up, and permanent financing of the Project, Borrower shall provide to City a Project completion audit performed by a certified public accountant identifying the sources and uses of all Project funds including Construction Loan proceeds. The State may also review Project expenditures and any expenditure that is not authorized by the Standard Agreement for this Project, or cannot be adequately documented, may be disallowed requiring the City to return the funds to the State. Borrower agrees to reimburse the City for any such expenditure that requires returning of funds to the State by the City.

11. Use of Project Income. Borrower shall deposit all Project Income promptly after its receipt into a segregated account established exclusively for the Project with a financial institution acceptable to City and Agency in an account insured by the F.D.I.C. or other comparable federal deposit insurance program. Withdrawals from this Project Income account shall be made only in accordance with the provisions of this Agreement. Disbursements shall be made from the Project Income account, or reserved and set aside for payment when due, solely for the following uses and in the following priority, to the extent available: (a) all charges incurred by Borrower in the operation of the Project in connection with utilities, real estate taxes and assessments, and liability, fire and other hazard insurance premiums; (b) salaries, wages, and any other compensation due and payable to the employees or agents of Borrower employed in connection with the maintenance, administration or operation of the Project, including all withholding taxes, insurance premiums, Social Security payments and other payroll taxes or payments required in connection with such employees; (c) payments of required interest and principal, if any, on the Consolidated Loan and any other financing secured by the Project; (d) all other expenses incurred by Borrower to cover routine operating costs of the Project, including the fee of any managing agent; and, (e) any extraordinary expenses, as approved in advance by City and Agency.

12. Insurance.

12.1 Insurance Requirements for Borrower Borrower shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Borrower, its agents, representatives, employees or subcontractors.

12.2 Minimum Scope of Insurance. Coverage shall be at least as broad as:

(a) Insurance Services Office form number CG 20 09 10 93 covering Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (form CG 20 10 10 93);

(b) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025;

(c) Workers' Compensation insurance to the extent required by law; and,

(d) Property insurance against all risks of direct physical loss to the Project during the course of construction and following completion of construction.

12.3 Minimum Limits of Insurance. Coverage shall maintain limits no less than:

(a) General Liability: $2,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to the Project/location or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability: $1,000,000.00 combined single limit per accident for bodily injury and property damage.

(c) Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of $1,000,000.00 per accident.

(d) Property Insurance:

(i) During the course of construction, Full Completed Value of the Project.

(ii) Following completion of construction, full replacement value of the Project with no coinsurance penalty provision.

12.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City and Agency. At the option of City and Agency, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City and Agency and their respective officers, employees and volunteers; or (b) Borrower shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

12.5 Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

(a) General Liability and Automobile Liability Coverage:

(i) City and Agency, and their respective officers, agents employees and commissioners, are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Borrower; products and completed operations of Borrower, premises owned, occupied or used by Borrower; or automobiles owned, leased, hired or borrowed by Borrower. The

coverage shall contain no special limitations on the scope of protection afforded to City and Agency, and their respective officers, agents, employees or commissioners.

(ii) Borrower's insurance coverage shall be primary insurance as respects the City and Agency, and their respective officers, agents, employees and commissioners. Any insurance or self-insurance maintained by either City or Agency, or both, shall be in excess of Borrower's insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City and Agency, and their respective officers, agents, employees or commissioners.

(iv) Borrower's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(b) Workers' Compensation and Employers Liability Coverage: The insurer shall agree to waive all rights of subrogation against City and Agency, and their respective officers, agents, employees and commissions for losses arising from work performed by Borrower for City and/or Agency.

(c) All Coverage: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City and Agency.

12.6 Acceptability of Insurer. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

12.7 Verification of Coverage. Borrower shall furnish City and Agency with certificates of insurance prior to disbursement of funds and with original endorsements affecting coverage required by this clause. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City and Agency before work commences. City and Agency reserve the right to require complete, certified copies of all required insurance policies, at any time.

12.8 Subcontractors. Borrower shall include all subcontractors as additional insureds under its policies, or shall furnish separate certificates and endorsements for each subcontractor, as necessary. All coverage for subcontractors shall be subject to all of the requirements stated herein.

12.9 Fidelity Bond. Borrower shall obtain a blanket fidelity bond from a bonding company acceptable to City and Agency covering all officers and employees of Borrower for loss of Construction Loan funds caused by dishonesty in an amount not less than the Construction Loan Amount. Should such a loss of Construction Loan funds occur, Borrower agrees to diligently pursue recovery under the bond and to assign or remit to City and Agency, as appropriate, all funds recovered.

13. Events of Default; Remedies.

13.1 Events of Default. An Event of Default shall consist of any breach by Borrower of any covenant, agreement, provision or warranty contained in this Agreement or in any of the Construction Loan Documents or Consolidated Loan Documents including, but not limited to, the following:

(a) Borrower fails to pay all or any portion of the principal of the Agency Consolidated Promissory Note, or Agency Construction Promissory Note, or City Consolidated Promissory Note, or the City Construction Promissory Note within ten (10) days after the date when due;

(b) Borrower fails to pay any applicable interest on the Agency Consolidated Promissory Note, or Agency Construction Promissory Note, or City Consolidated Promissory Note, or the City Construction Promissory Note or any other amount payable by Borrower to City and/or Agency under the Consolidated Loan Documents or Construction Loan Documents within ten (10) days after the date when due, or Borrower fails to pay any applicable accrued interest and all other amounts then payable by Borrower to City or Agency under the Consolidated Loan Documents or Construction Loan Documents on the date of final payment of the principal of the Agency Consolidated Promissory Note, or Agency Construction Promissory Note, or City Consolidated Promissory Note, or the City Construction Promissory Note in full, in accordance with their terms;

(c) Any Lien is recorded against all or any part of the Land or the Project without City's and Agency's prior written consent, whether such Lien is prior or subordinate to the liens of the Agency Construction Deed of Trust, Agency Consolidated Deed of Trust, City Construction Deed of Trust, City Consolidated Deed of Trust, or Regulatory Agreement, and such Lien is not removed from title or otherwise remedied to City's and Agency's satisfaction within the time periods specified in subsection (d) below;

(d) Borrower fails to perform or observe any other term, covenant or agreement contained in any Construction Loan Document or Consolidated Loan Document on its part to be performed or observed and either: (i) such failure continues for more than thirty (30) days after notice of such failure is given by City or Agency to Borrower, unless such failure is not reasonably capable of being cured within such 30-day period (but is reasonably capable of being cured within sixty (60) days after such notice) and Borrower commences action to cure such failure within such 30-day period and diligently and continuously prosecutes such action to completion and causes such failure to be cured within sixty (60) days after such notice; or, (ii) such failure is not reasonably capable of being cured within sixty (60) days after notice of such failure is given by City or Agency to Borrower;

(e) Any representation or warranty made by Borrower in any Construction Loan Document or Consolidated Loan Document proves to have been incorrect in any material respect when made;

(f) All or a substantial or material portion of the Improvements is damaged or destroyed by fire or other casualty, and City and Agency have reasonably determined upon restoration or repair that the security of the Agency Construction Deed of Trust, Agency Consolidated Deed of Trust, City Construction Deed of Trust, or City Consolidated Deed of Trust has been impaired or that the repair, restoration or replacement of the Improvements in accordance with the requirements of the aforementioned documents is not economically

practicable or is not completed within two (2) years of the receipt of insurance; or all or a substantial or material portion of the Improvements is condemned, seized or appropriated by any Governmental Agency or subject to any action or other proceeding instituted by any Governmental Agency for any such purpose such that the Improvements cannot be operated for their intended purpose;

(g) Borrower is dissolved or liquidated or merged with or into any other Person; or, if Borrower is a corporation, partnership, or trust, for any period of more than ten (10) days Borrower ceases to exist in its present form and (where applicable) to be in good standing and duly qualified under the Laws of the jurisdiction of formation and California; or, if Borrower is an individual, Borrower dies or becomes incapacitated; or all or substantially all of the assets of Borrower are sold or otherwise transferred;

(h) Borrower transfers, assigns, encumbers or leases (other than a lease or sublease to occupants of the Project) any of its interest in the Project or in the Land or Improvements without the prior written consent of City and Agency in violation of Section 14; or Borrower assigns or attempts to assign any rights or interest under any of the Consolidated Loan Documents or Construction Loan Documents, whether voluntarily or involuntarily, without the prior written consent of City and Agency; or any Consolidated Loan Document or Construction Loan Document becomes or is claimed by Borrower to be unenforceable against Borrower; or the Agency Consolidated Deed of Trust or the Agency Construction Deed of Trust or the City Consolidated Deed of Trust or the City Construction Deed of Trust ceases to constitute a valid and indefeasible perfected Lien on the Land and Improvements, subject only to Permitted Prior Exceptions and Permitted Transfers;

(i) Borrower is subject to an order for relief by the bankruptcy court, or is unable or admits in writing its inability to pay its debts as they mature or makes an assignment for the benefit of creditors; or Borrower applies for or consents to the appointment of any receiver, trustee or similar official for it or for all or any part of its property (or any such appointment is made without its consent and the appointment continues undischarged and unstayed for sixty (60) days); or Borrower institutes or consents to any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, custodianship, conservatorship, liquidation, rehabilitation or similar proceeding relating to it or to all or any part of its property under the Laws of any jurisdiction (or any such proceeding is instituted without its consent and continues undismissed and unstayed for sixty (60) days); or any judgment, writ, warrant of attachment or execution or similar process is issued or levied against the Land, the Improvements or any other property of Borrower and is not released, vacated or fully bonded within sixty (60) days after its issue or levy; or,

(j) Any material adverse change occurs in the financial condition, operations, properties or prospects of Borrower, or any event occurs that has a material adverse impact on the Project.

13.2 Remedies of City and Agency. Upon the occurrence of any Event of Default, City and/or Agency may, without notice to or demand upon Borrower, which are expressly waived by Borrower (except for notices or demands otherwise required by applicable Laws to the extent not effectively waived by Borrower and any notices or demands specified in the Consolidated Loan Documents or Construction Loan Documents), exercise any one or more of the following Remedies as City and/or Agency may determine:

(a) City or Agency, or both, may, at their option, jointly terminate all commitments to make Disbursements or to release any Improvements or the Land from the Agency Consolidated Deed of Trust, Agency Construction Deed of Trust, City Consolidated Deed of Trust or City Construction Deed of Trust; or City and/or Agency may waive the Event of Default or, without waiving, determine, upon terms and conditions satisfactory to City and Agency, to make further Disbursements or to release any of the Land or the Improvements from the Agency Consolidated Deed of Trust, Agency Construction Deed of Trust, City Consolidated Deed of Trust or City Construction Deed of Trust;

(b) City or Agency, or both, may declare the unpaid principal of the Consolidated Loan or Construction Loan, together with accrued interest thereon at a rate of ten percent (10%) interest compounded per annum from the date of the first Disbursement through the date all such funds are paid, shall be immediately due and payable and other amounts payable under the Consolidated Loan Documents or Construction Loan Documents to be immediately due and payable, each without protest, presentment, notice of dishonor, demand or further notice of any kind, all of which are expressly waived by Borrower;

(c) City or Agency, or both, may perform any of the Obligations in such manner as City or Agency, or both, may determine

(d) City or Agency, or both, may either directly or through an agent or court-appointed receiver, take possession of the Property and enter into such contracts and take such other action as City or Agency, or both, deems appropriate to complete or partially construct all or any part of the Improvements, subject to such modifications and changes in the Project or the plan of development as City or Agency, or both, may deem appropriate; and

(e) City or Agency, or both, may proceed to protect, exercise and enforce all other Remedies provided under the Consolidated Loan Documents or Construction Loan Documents or by applicable Laws.

All costs, expenses, charges and advances of City and/or Agency in exercising any such Remedies (including any such amounts that cause the Obligations to exceed the face amount of the Agency Consolidated Promissory Note or Agency Construction Promissory Note or City Consolidated Promissory Note or City Construction Promissory Note, or all) shall be payable by Borrower to City or Agency, as appropriate, in accordance with Section 21.1.

14. Transfers. Borrower shall not cause or permit any voluntary transfer, assignment or encumbrance of its interest in the Project or the Land and Improvements, or lease or permit a sublease on all or any part of the Project, other than a lease or sublease to occupants of the Project, without first obtaining the City's and Agency's written consent. Any transfer, assignment, encumbrance, or lease without the City's and Agency's written consent shall be voidable and, at the City's and Agency's election, shall constitute a breach of this Agreement. No consent to any assignment, encumbrance or lease shall constitute a consent to any subsequent assignment, encumbrance or lease, or a waiver of any of City's or Agency's rights under this Agreement.

15. Records and Documents.

15.1 Generally. Borrower shall keep and maintain books, records, and other documents relating to the receipt and disbursement of all Construction Loan and Consolidated Loan proceeds. Borrower shall maintain records of all income, expenditures, assets, liabilities, contracts, operations, tenant eligibility, and condition of the Project, which shall be maintained in accordance with generally accepted accounting principles.

15.2 Response to Inquiries. At the request of City, its agents, employees, or attorneys, Borrower shall promptly and specifically respond to questions relating to the income, expenditures, assets, liabilities, contracts, operations and condition of the Project, the status of any mortgage encumbering the Project, and any other information with respect to Borrower or the Project.

15.3 Delivery of Records. At the request of City or Agency, their agents, employees, officers, or attorneys, Borrower shall provide City or Agency with a photocopy of each of the following documents, certified in writing by the chief executive officer of Borrower to be complete and accurate:

(a) Copies of all tax returns filed with the United States Internal Revenue Service, indicating any taxable transactions including, but not limited to, sales taxes filed with the California Franchise Tax Board or the California State Board of Equalization on behalf of Borrower; and,

(b) Copies of all certified Financial Statements of Borrower, or any of its affiliates or subsidiaries, for the past three years, the accuracy of which shall be certified by an auditor satisfactory to City and Agency.

16. Access to Project and Books and Records. Borrower agrees that duly authorized representatives of City and Agency shall, at all reasonable times: (a) have access to the Project through the Term of this Agreement to monitor the progress of work on the Project and compliance by Borrower with the terms of this Agreement; and, (b) have access to and the right to inspect, copy, audit, and examine all books, records, and other documents of Borrower required to be kept under Section 15 above until five (5) years after the termination of this Agreement.

17. Notices. All notices, consents, communications or transmittals required by this Agreement shall be made in writing, and shall be deemed communicated by personal delivery or by United States mail, postage prepaid, as of the earlier of actual receipt or seven days from mailing, addressed as follows:

To City and Agency:	City of South Lake Tahoe Housing and Economic Development 1901 Airport Road, Suite 107 South Lake Tahoe, CA 96150 Attn: Housing and Economic Development Coordinator
To Borrower:	Evergreen Tahoe Partners, LLC c/o PAM Development Post Office Box 1570 2020 West Kettleman Lane Lodi, CA 95241

or such other address as either party may designate, from time to time, by written notice sent to the other party in like manner.

18. Hazardous Material.

18.1 Representation and Warranty. Borrower hereby represents and warrants to City and Agency that: (a) Borrower shall, at all times from and after the date of acquisition of the Land, comply in all material respects with all applicable Environmental Requirements relating to the Land and the use of the Land, and that no Environmental Activity has occurred from and after such acquisition in violation of any applicable Environmental Requirements; (b) to the best of Borrower's knowledge, no Environmental Activity shall have occurred prior to the Agreement Date in violation of any applicable Environmental Requirements; and, (c) Borrower has not otherwise engaged and does not intend to engage in any Environmental Activity in relation to the Real Property. Borrower hereby acknowledges and agrees that: (i) this Section is intended as City's and Agency's written request for information (and Borrower's response) concerning the environmental condition of the Real Property as required by California Code of Civil Procedure Section 726.5; and, (ii) each representation and warranty in this Agreement or any of the other Consolidated Loan Documents or Construction Loan Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the Real Property is intended by City, Agency and Borrower to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

18.2 Covenant. Unless City and Agency otherwise consent in writing, Borrower shall at all times from and after the date of this Agreement, at its sole expense: (a) comply with all applicable Environmental Requirements relating to the Real Property and the use of the Real Property, and not engage in or otherwise permit the occurrence of any Environmental Activity in violation of any applicable Environmental Requirements or which is not customary and incidental to the intended Use of the Real Property, provided that nothing contained in this Section 18 shall prevent Borrower from contesting, in good faith and by appropriate proceedings, any such Environmental Requirements or the interpretation or application of such Environmental Requirements; and, (b) deliver to City and Agency, promptly following the occurrence of any such event, notice of the discovery by Borrower of any event the occurrence of which would render any representation contained in this Section 18 incorrect in any respect if made at the time of such discovery.

19. Indemnity. Borrower shall Indemnify City and Agency and their respective officers, agents and employees (individually or collectively, as "Indemnitee") against any and all Losses arising out of: (a) any default by Borrower in the observance or performance of any of the Obligations under the Consolidated Loan Documents or Construction Loan Documents; (b) any failure of any representation by Borrower to be correct in all respects when made; (c) injury or death to persons or damage to property or other loss occurring on or in connection with the Real Property or the Project, whether caused by the negligence or any other act or omission of Borrower or any other Person or by negligent, faulty, inadequate or defective design, building, construction or maintenance or any other condition, or otherwise; (d) any claim of any surety in connection with any bond relating to construction of any Improvements or offsite improvements; (e) any claim, demand or cause of action, or any action or other proceeding, whether meritorious or not, brought or asserted against any Indemnitee that relates to or arises out of the Consolidated Loan Documents or Construction Loan Documents, the Consolidated Loan or Construction Loan, the Real Property or the Project or any transaction contemplated by, or the relationship among Borrower, City and Agency or any action or inaction by City or Agency under, the Consolidated Loan Documents or Construction Loan Documents; (f) the occurrence, after the date of acquisition of the Land and prior to the expiration of the Term of this Agreement, of any Environmental Activity or any failure of Borrower or any

other person to comply with all applicable Environmental Requirements relating to the Real Property or the use of the Real Property; (g) the occurrence, on or after the Term of this Agreement, of any Environmental Activity which has resulted directly or indirectly from any Environmental Activity occurring after the date of acquisition of the Land and prior to the expiration of the Term of this Agreement; or (h) any claim, demand or cause of action, or any investigation, inquiry, order, hearing, action or other proceeding by or before any Governmental Agency, whether meritorious or not, which directly or indirectly relates to, arises from or is based on the occurrence or allegation of any of the matters described in clauses (a) through (h) above provided that no Indemnitee shall be entitled to indemnification under this Section for matters caused solely by such Indemnitee's gross negligence or willful misconduct. In the event any action or proceeding is brought against an Indemnitee by reason of a claim arising out of any Loss for which Borrower has indemnified the Indemnitees, and upon written notice from such Indemnitee, Borrower shall, at its sole expense, answer and otherwise defend such action or proceeding using counsel approved in writing by the Indemnitee. The Indemnitees shall have the right, exercised in their sole discretion, but without being required to do so, to defend, adjust, settle or compromise any claim, obligation, debt, demand, suit or judgment against the Indemnitee in connection with the matters covered by this Agreement. The provisions of this paragraph shall survive the Term of this Agreement with respect to any Loss occurring after the date of acquisition of the Land and prior to the expiration of the Term of this Agreement and shall not apply to any action brought by an Indemnitee against Borrower.

20. Subordination.

20.1 Other Liens. City and Agency may, in their sole discretion, subordinate the Consolidated Loan or Construction Loan, or any one of them, to another Lien, subject to the following conditions:

(a) City's and/or Agency's review and approval of all documents evidencing the loan or other obligation to which City and/or Agency have been requested to subordinate to the related Loan Documents;

(b) City's and/or Agency's determination that an economically feasible alternative method of obtaining financing on substantially comparable terms and conditions, but without subordination, is not reasonably available, as may be evidenced by the proposed lender's letter to City and/or Agency that its loan would not be made without subordination;

(c) Receipt by City and/or Agency of sufficient assurances that the proceeds of any other Lien that is made prior to City's and/or Agency's Lien will be used for the Project or related costs;

(d) Receipt by City and/or Agency from the holder of the other Lien of sufficient protection of City's and/or Agency's investment in the Project, which may include, but are not limited to: (i) City's and/or Agency's right to cure defaults under the other Lien, following a notice and cure period; (ii) City's and/or Agency's right to negotiate with the holder of the other Lien following a notice of default from such holder; (iii) an agreement that, following a cure of defaults under the other Lien, City and/or Agency may take title to the Project or have title transferred to a City and/or Agency designee, and the holder of the other Lien will not exercise any rights to accelerate by reason of such transfer of title; and,

(e) Subordination of Agency Consolidated Deed of Trust and/or Agency Construction Deed of Trust and/or City Consolidated Deed of Trust and/or City Construction Deed of Trust to another Lien may occur only after the conditions set forth in (a) through (d) above have

been satisfactorily met. Evidence of City's and/or Agency's subordination shall be in the form of a recordable subordination agreement duly executed by the appropriate official.

20.2 Subordination between City and Agency. The City, Agency and Borrower agree that the City Construction Deed of Trust shall take priority over the Agency Construction Deed of Trust, and the City Consolidated Deed of Trust shall have seniority over the Agency Consolidated Deed of Trust.

21. Miscellaneous.

21.1 Costs and Expenses. Borrower shall bear sole responsibility for and promptly pay or cause to be paid all costs and expenses relating to the performance by Borrower of the Obligations or the delivery to City and Agency of any documents or other items or information under or in connection with any of the Consolidated Loan Documents or Construction Loan Documents, and any taxes, costs, expenses, fees or charges payable or determined to be payable in connection with the execution, delivery, filing or recording of, or otherwise with respect to, any document delivered under or in connection with any Consolidated Loan Document or Construction Loan Document.

21.2 Relationship of Parties. The relationship among Borrower, City and Agency is, and at all times shall remain, solely that of debtor and creditors, and shall not be, or construed to be, a joint venture, equity venture, partnership or other relationship of any nature.

21.3 Integration. This Agreement and the exhibits to it incorporate the terms of all agreements made among Borrower, City and Agency with regard to the subject matter of this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understandings or agreements not incorporated herein shall be binding on Borrower, City and Agency

21. 4 Nonliability of City and Agency. Borrower acknowledges and agrees that:

(a) Borrower shall be solely responsible for and shall rely solely on its own judgment with respect to all matters relating to the Real Property and the Project, including the conduct of Borrower and its agents and employees, the quality, adequacy and suitability of the improvements to the Real Property and any work or materials furnished or to be furnished in connection with the Project, the skill, qualifications and performance of architects, contractors, subcontractors and suppliers, the feasibility of the Project and the sufficiency of budgets, cost projections and insurance, the supervision, status and progress of construction and compliance by Borrower with the requirements of this Agreement with respect to such construction and the accuracy and completeness of all disbursement requests, and City and/or Agency assume any responsibility to Borrower or any other Person to review, inspect, supervise or approve, or to provide any advice or information with respect to, any such matters;

(b) Inspections of construction made by or on behalf of City and Agency, and acceptance, approval or review by City and Agency of any documents, information, conditions or performance or any other action by City or Agency under any of the Consolidated Loan Documents or Construction Loan Documents, are for purposes of administration only and for the sole protection of City and Agency, and shall not constitute a representation or warranty by City and Agency to Borrower or any other Person or be relied upon by Borrower or any other Person for any other purpose;

(c) City and Agency shall have no responsibility or liability for any delays in funding or construction caused by any inspection of construction or review of documents, information, conditions of performance or any other action by City or Agency in connection with any Disbursement; and

(d) Neither City nor Agency owe any duty of care to protect Borrower or any other Person against, or to inform Borrower or any other Person of, and neither City nor Agency shall be responsible or liable to Borrower or any other Person for any loss, damage, liability or claim of any kind relating to injury or death to persons or damage to property or other loss resulting from the negligence or any other act or omission of Borrower or any other Person, or from any negligent, faulty, inadequate or defective design, building, construction, maintenance or any other condition, or from the improper application of a Disbursement.

21.5 Actions and Further Assurances. (a) Borrower shall appear in and defend all actions and other proceedings purporting to affect the Real Property or the Project or the rights or interests of City and Agency under the Consolidated Loan Documents and Construction Loan Documents (and City and Agency may, at Borrower's expense, appear in and defend any such action or other proceeding as City and Agency may determine), and Borrower shall take or cause to be taken such further action and execute and deliver or cause to be executed and delivered such further documents and agreements as City and Agency from time to time may reasonably require to maintain, perfect, protect, assure and confirm City's and Agency's rights and interests (including rights and interests in the Real Property or the Project); and (b) Borrower shall not knowingly execute any other agreement(s) with provisions contradictory or in opposition to the provisions of this Agreement and the Consolidated Loan Documents and Construction Loan Documents, and Borrower acknowledges and agrees that, in any event, this Agreement is paramount and controlling as to the rights and obligations set forth herein and supersedes any other agreements in conflict therewith; and (c) Borrower's first lender loan shall not exceed a 1.15 debt coverage ratio for one year following the recordation of the notice of completion.

21.6 Rules of Construction. (a) For purposes of this Agreement and the Consolidated Loan Documents and Construction Loan Documents: (i) any reference to "days" or "months" shall mean calendar days or months unless otherwise specified; (ii) the word "including" shall mean "including without limitation;" (iii) any reference in any of the Consolidated Loan Documents and Construction Loan Documents to any Loan Document or other document or exhibit shall mean such Consolidated Loan Document or Construction Loan Document or other document or exhibit, as it may from time to time be supplemented, modified, amended and extended in accordance with the terms of this Agreement; (iv) defined terms shall be equally applicable to the singular and plural forms; and (v) all existing and future exhibits to this Agreement are incorporated in this Agreement by this reference. (b) In the event of any conflict between the terms of this Agreement and any other Consolidated Loan Document or Construction Loan Document, the terms of this Agreement shall control. (c) Time is of the essence of the Construction Loan Documents and Consolidated Loan Documents, and the provisions therein are declared to be severable. (d) All accounting terms used and not otherwise defined in any Consolidated Loan Document or Construction Loan Document shall be construed in conformity, and all financial information maintained or submitted by any Person under any document shall be prepared in accordance with generally accepted accounting principles consistently applied (or such other principles approved by City and Agency in writing). (e) If more than one Person signs or is otherwise bound by any document, the liability of each shall be joint and several. (f) The Construction Loan Documents and Consolidated Loan Documents shall be governed by, and construed and enforced in accordance with the Laws of the

State of California. (g) Except as expressly provided otherwise, whenever consent or approval of a party hereof is required, that party shall not unreasonably withhold such consent or approval. (h) Unless otherwise expressed to the contrary, when a notice or consent is sent by City or Agency, such notice or consent shall be deemed by Borrower to be the notice or consent from both City and Agency.

21.7 Successors and Assigns. Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the undersigned parties and their heirs, executors, administrators, legal representatives, successors and assigns.

21.8 Attorneys' Fees. If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing party shall have the right to recover its reasonable attorneys' fees and costs of suit from the other party.

21.9 Amendments. This Agreement may be amended only by a written instrument that has been executed by Borrower, City and Agency

21.10 Counterparts. This Agreement may be signed in counterpart, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one document.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by its duly authorized officer(s) and to be effective on and as of the date first written above.

"BORROWER":
Evergreen Tahoe Partners, LLC

By:_____
David J. Michael

"CITY" and "AGENCY":
City of South Lake Tahoe
South Tahoe Redevelopment Agency

By:_____
Tom Davis, Mayor and Agency Chair

APPROVED AS TO FORM:

By: Catherine L. DiCamillo
Catherine L. DiCamillo
City/Agency Counsel

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

EXHIBIT A

Exhibit "A"

All that certain real property situated in the State of California, County of El Dorado, City of South Lake Tahoe, described as follows:

Lots 18, 19 and 22, Block 2, as said lots and block are shown on the Official Map of W. D. Barton Tract, filed in the office of the County Recorder of said County on July 31, 1946, in Book A, at page 48.

APNs: 32-211-06/07/17

Exhibit "A"

EXHIBIT B

AFFIRMATIVE MARKETING PROCEDURES AND REQUIREMENTS

EXHIBIT B

City of South Lake Tahoe

Affirmative Marketing Procedures and Requirements

For

Rental and Homebuyer Projects Containing 5 or More HOME-Assisted Housing Units

February 17, 2004

In accordance with Section 92.351 of the Federal Regulations governing the Home Investment Partnerships Program (hereinafter referred to as "HOME"), the City of South Lake Tahoe (hereinafter referred to as "City") has established the following affirmative marketing procedures and requirements for HOME-assisted housing (hereinafter referred to as "Marketing Procedures"). The purpose of the Marketing Procedures is to attract eligible persons to housing projects, without regard to race, color, national origin, gender, religion, familial status or disability. The Marketing Procedures apply to the City and any affordable housing property owner, and/or developer (hereinafter referred to as "Property Owner") receiving assistance from the City to develop 5 or more HOME-assisted rental or homebuyer housing projects. These Marketing Procedures also include other equal opportunity housing obligations, which are triggered by the HOME Program funding, such as the requirements under Section 3 of the Housing and Urban Development Act of 1968 (hereinafter referred to as "Section 3"), the Federal Fair Housing Act (hereinafter referred to as "Fair Housing Act"), and Section 504 of the Rehabilitation Act of 1973 (hereinafter referred to as "Section 504"). Additionally, there are equal opportunity obligations for employment and contracting that may be applicable to both the City and the Property Owner, which come from other citations in the Federal Code of Regulations (hereinafter referred to as "CFR").

Methods for Informing about Federal Fair Housing Laws

In efforts to inform the public, the Property Owner and potential tenants of an affordable housing project about Federal Fair Housing Laws, the City shall use fair housing logos, equal opportunity language in marketing materials, posters on office walls and, when appropriate, make referrals to fair housing agencies such as the US Department of Housing and Urban Development Fair Housing Division, State of California Fair Employment and Housing Department and/or the City of South Lake Tahoe Housing Issues Hotline.

The City shall maintain Equal Opportunity files containing documentation demonstrating that appropriate logos and language have been used in marketing. The City shall also include these Marketing Procedures as an exhibit to applicable loan and/or regulatory agreements to be executed by the Property Owner and incorporate them into the City's Long Term Monitoring Proceeds of Rental Housing Projects, which is a separate document.

The Property Owner's Requirements and Practices

State and Federal affirmative fair housing marketing regulations require that the Property Owner carry out a program to attract prospective buyers or tenants of all minority and non-minority groups in the housing market area regardless of race, color, religion, gender, national origin, disability, or familial status. Therefore, prior to the closing of an applicable loan funded under the State HOME Program, the Property Owner shall complete an Affirmative Fair Housing Marketing Plan using the most current version of form HUD-935.2 (Attachment A). This Plan shall be reviewed by City staff and, if acceptable, forwarded onto the State HOME Program staff as part of the Project Set-Up process. The Property Owner shall include in their Affirmative Fair Housing Marketing Plan the use of fair housing logos, equal opportunity language in marketing materials, and the placement of Fair Housing posters on rental office walls. Furthermore, the Affirmative Fair Housing Marketing Plan should ensure that any group(s) of persons normally not likely to apply for the housing without special outreach efforts (because of existing neighborhood racial or ethnic patterns, or other factors), know about the housing, feel welcome to apply, and have the opportunity to buy or rent.

Special Outreach by the Property Owner and the City

In order to inform and solicit applications from persons who are not likely to apply for the housing without special outreach, the Property Owner shall contact community organizations such as the Family Resource Center and the Tahoe Area Coordinating Counsel for the Disabled to let them know about housing opportunities as they become available. The Property Owner shall also work closely with the City's bilingual Housing Issues staff person notifying her about rental opportunities that may exist. Furthermore, the Property Owner should place ads in non-English language newspapers and conduct targeted marketing through direct mailings in applicable neighbors. Special outreach actions to be taken by the Property Owner shall be included in the above mentioned Affirmative Fair Housing Marketing Plan.

The City Housing and Economic Development Division shall promote these rental housing projects at meetings with service groups and at community forums like the Latino Affairs Commission's Housing Faire and other housing related events. At public meetings where it is expected that there may be a high percentage of non-English speaking residents (more than 25%), the City will provide translation services.

Record Keeping

Using the new HUD race/ethnicity categories (Attachment B), the Property Owner shall collect from applicants (on a volunteer basis only) and maintain statistical data regarding race, ethnicity, gender, disability and age for all applicants, rejected applicants and project residents. As required by the Federal HOME Regulations, information must be collected not only at the time of initial occupancy, but as an ongoing affirmative marketing activity. These files shall be made available to the City during annual project monitoring.

At the Housing and Economic Development Office, the City shall maintain records on race, ethnicity, gender, disability and age for the residents of the community based on 2000 Census Data.

Assessment of Affirmative Marketing and Corrective Actions

As part of the City's annual monitoring of the project, the Housing and Economic Development Division shall conduct an analysis of the applicants, rejected applicants and project residents comparing them to the data of the residents of the community to demonstrate that the project is available to all persons regardless of their protected class status. In conducting this analysis, the City will use forms similar to the Sample Annual Analysis forms provided by the State HOME Program (Attachment C). If it is determined that the project is not reflective of the residents of the community, the Property Owner shall be required to adjust its affirmative marketing efforts in areas that may be under represented such as increasing its marketing efforts to persons in one of the race or ethnic categories. For example, if a community is 50% Hispanic, and if 50% of a project's residents are not Hispanic, the Property Owner will need to increase the marketing to the Hispanic community.

If the Property Owner is unwilling to cooperate with the City to resolve any affirmative marketing issues, then the City may bring this matter to the attention of the State HOME program for assistance in gaining compliance. Compliance with all HOME program requirements is a condition of the executed HOME Regulatory Agreement for each project and the above affirmative marketing procedures are cited in 24 CFR 92.351 (a). Noncompliance may lead to a default of the City's loan and repayment of the HOME funds if the situation is not cured.

Tenant Selection Procedures

The Property Owner must have tenant selection procedures that do not discriminate based on race, color, national origin, gender, religion, familial status or disability. These procedures must demonstrate that all tenants are selected according to objective measures (e.g., income eligibility, credit checks, and household size). The City will review the

tenant selection process during its annual monitoring of each project to verify that this is the case.

Outreach to Minority Business Enterprises and Women Business Enterprises

The State HOME Program requires that the City adopt procedures to establish and oversee a minority outreach program to ensure, to the maximum extent possible, that minorities and women, and businesses owned by minorities and women are offered contracts. Therefore, the City Housing and Economic Development Division shall include minority- and women-owned businesses on solicitation lists and assure that they are actually solicited for products and services related to the development of housing projects. Furthermore, in request for proposals and related notices, the City will include language that encourages the submittal of proposals from minority- and women-owned businesses.

Assignment of Housing Units on a Community-Wide Basis

Per 24 CFR 1.4 (b)(2)(ii), a Property Owner that receives Federal assistance to operate an affordable housing project, shall assign applicants to housing units in accordance with the following plan. Applicants shall be assigned units on a community-wide basis (i.e., throughout the project) in sequence based upon the date and time a completed application is received by the property manager, the size or type of unit suitable for the applicant and any applicable preference or priority established as part of the development of the project, which is not inconsistent with the objectives of Title VI of the Civil Rights Act of 1964 and 24 CFR Part 1 Section 1.4, which prohibit discrimination under Federal assisted programs. An applicant may refuse a vacant unit for good cause without losing his/her standing on the list but if the unit is refused without cause, the applicant may lose his/her standing on the list.

Minority and Female Applicants for Jobs

The City Human Resources Division shall maintain files of all minority and female applicants that apply for jobs. The City maintains hard copies of applicant files for seven years, and as of the year 2000, the City has also been saving applicant files on a computer based program (IFAS). There is no time limit on how long the computer files of job applicants will be maintained by the City.

Contracting Requirements

All contracts and subcontracts associated with the development of the project by the Property Owner must include the State HOME Program standard nondiscrimination language (Attachment D).

All solicitation for bids and construction contracts and subcontracts executed for the development of a project by the Property Owner that exceed $10,000 shall contain Equal Opportunity language as drafted in the following three attachments:

1. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Attachment E);
2. Standard Equal Opportunity Clause (Attachment F); and
3. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Attachment G).

The Property Owner must provide the City with a written affirmative action program from all of their contractors and subcontractors (construction and non-construction) if the contract amount is at least $50,000 and the contractor employs at least 50 people. The affirmative action program must include separate goals and timetables for utilization of minority groups and women, and must include an analysis of areas within which the contractor is deficient in the utilization of minority groups and women, as well as goals and timetables for correcting the deficiencies. in accordance with Title 41 of the Code of Federal Regulations Section 60-2.1.

Section 3

The City and the Property Owner must comply with Section 3 for all construction and rehabilitation projects in which contracts exceed $100,000. Section 3 requires employment and other economic benefits generated by State HOME Program assistance to be directed to low- and very low-income persons, to the greatest extent feasible, and to business concerns which provide economic opportunities to low- and very low-income persons. These requirements also apply to any subcontractor that has a contract exceeding $100,000 for a HOME-funded construction or rehabilitation project (expect for provisions of materials that do not include installation). Section 3 goals are as follows:

1) Employment: 10% of all new hires each year must be Section 3 residents (low- or very low-income residents of the community where the housing is being built or rehabilitated);

2) Awarding Contracts: 10% of the total dollar amount of all Section 3 covered construction contracts and 3% of the total dollar amount of all Section 3 covered non-construction contracts must be awarded to Section 3 businesses. A Section 3 business is one of the following:

a) A business at least 51% owned by Section 3 residents:
b) A business in which at least 30% of the full-time work force consists of Section 3 residents or people who within 3 years of their first employment with the business had been Section 3 residents; or

c) A business that provides evidence of a commitment to subcontract in excess of 25% of the amount of all subcontracts to Section 3 business concerns that meet the qualifications set forth in either paragraph a or b above;

3) A contractor that has not met these numerical goals must demonstrate why it was not feasible to meet them. Such justification may include impediments encountered despite action taken. A contractor also can indicate other economic opportunities provided in its efforts to comply with Section 3;

In accordance with Section 3 requirements, the City and the Property Owner are required to ensure compliance in their own operations and the operation of their contractors by;

1) Implementing procedures designed to notify Section 3 business concerns about contracting opportunities and to notify low- and very low-income residents of the community about employment opportunities;

2) Notifying potential contractors of the requirements of Section 3 and incorporating the Section 3 Clause (Attachment H) into all solicitations and contracts;

3) Facilitating the training and employment of Section 3 residents by undertaking activities to reach the numeric goals cited above;

4) Assisting and actively cooperating with US Department of Housing and Urban Development (hereinafter referred to as "HUD") in obtaining the compliance of contractors and subcontractors with the Section 3 requirements, and refraining from entering into any contract with any contractor where the recipient has notice or knowledge that the contractor has been found in violation of Section 3;

5) Documenting actions taken to comply with Section 3 requirements, and the results of actions taken and impediments, if any; and

6) Reporting annually on the number of Section 3 residents that have been hired, and the number of Section 3 businesses that have been let contracts. The City will provide the Property Owner with appropriate forms for reporting. These forms typically should be available around the first week of June each year.

Where there is a valid allegation of noncompliance with Section 3, the matter shall be submitted to the Assistant Secretary of HUD as provided for under the Federal Regulations. The Assistant Secretary of HUD will attempt, through informal methods, to obtain a voluntary and just resolution of the complaint. If information resolution fails, then the Assistant Secretary will impose a resolution and/or sanctions on the contractor. Sanctions that may be imposed on the contractor found not to be in compliance with Section 3 include debarment, suspension and limited denial of participation in HUD programs.

Fair Housing Act and Section 504

The Fair Housing Act (implementing regulations at 24 CRF Part 100) provides protection from discrimination in any aspect of the sale or rental of housing to persons with disabilities. Section 504 (implementing regulations at 24 CFR Part 8) prevents the exclusion of an otherwise qualified individual, solely by reason of his or her handicap, from participation (including employment) under any program or activity receiving Federal funds. Disabled persons may not be denied benefits or subjected to discrimination. The City and the Property Owner must comply with the requirements of these two laws, which are further described below.

The Property Owner must design and construct dwelling units in accordance with the Fair Housing Act requirements: (1) if the building has an elevator, then all the units must comply; (2) if the building does not have an elevator, then only the ground floor units must comply. The Fair Housing Act requires covered multifamily dwelling units to be designed and constructed in the following manner:

6) The public and common use portions of such dwellings are readily accessible to and usable by disabled persons;

7) All the doors designed to allow passage into and within the premises within such dwellings are sufficiently wide to allow passage by disabled persons in wheelchairs; and

8) All premises within such dwellings shall contain the following features of adaptive design:

   a. An accessible route into and through the dwelling;

   b. Light switches, electrical outlets, thermostats, and other environmental controls in accessible locations;

   c. Reinforcements in bathroom walls to allow later installation of grab bars; and

   d. Usable kitchen and bathrooms such that an individual in a wheelchair can maneuver about the space.

The Property Owner must also meet Section 504 requirements for design and construction. For new construction projects that contain 5 or more units the following must be met:

1) The project must contain accessible public and common use areas (see 24 CFR 8.3 for a complete definition of "accessible");

2) A minimum of 5 percent of the total dwelling units or at least one unit (whichever is greater) must be made accessible to individuals with mobility impairments; and

3) An additional 2 percent of the units (but not less than one unit) must be accessible to persons with hearing or vision impairments.

Substantial alterations to existing housing are subject to the same accessibility requirements as for new construction if the project has 15 or more units, and the cost of the alterations equals or exceeds 75 percent of the replacement cost of the housing project. However, for projects with alterations of any size or cost, the alterations must, to the maximum extent feasible, be made to make the units accessible, until 5 percent of the units are fully accessible to persons with mobility impairments; and if common areas, such as entrances and lobbies, are altered, the alterations must, to the maximum extent feasible, make the common areas accessible to and usable by individuals with disabilities.

The usual standards for ensuring compliance with Section 504 are the Uniform Federal Accessibility Standards (hereinafter referred to as "UFAS"), although deviations are permitted in specific circumstances. Conformance with the UFAS shall be deemed to comply with the requirements of Section 504.

As part of the Project Set-Up process, the Property Owner must submit to the City a certification from the project architect stating that the plans and specifications comply with the Fair Housing Act and Section 504 requirements. Where two or more accessibility standards apply as is the case with the Fair Housing Act and Section 504, the Property Owner is required to follow and apply both standards so that the maximum accessibility is obtained.

The following general requirements are applicable to comply with Section 504 obligations:

1) The Property Owner is required to take appropriate steps to ensure effective communication with disabled applicants, beneficiaries and members of the public. In determining which auxiliary aids are necessary, the Property Owner will give primary consideration to the requests of the individual with the disabilities. Where a recipient communicates with applicants by telephone, Telecommunications Devices for Deaf Persons (TDD) or equally effective communications systems should be used;

2) The Property Owner should make every effort to assure that information regarding the availability of accessible units reaches eligible individuals with disabilities

and take reasonable nondiscriminatory steps to maximize the use of such units by eligible individuals;

3) When an accessible unit becomes vacant, the Property Owner shall first offer it to a current occupant of the housing project who is in need of the accessibility features. If there is no current occupant who needs an accessible unit, the Property Owner should next offer it to an eligible qualified applicant on the waiting list who needs the accessibility features;

4) The Property Owner is prohibited from refusing to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a disabled person equal opportunity to use and enjoy a dwelling unit, including public and common use areas. If there is a concern raised on whether a request from a disabled applicant or resident constitutes a reasonable accommodation, then the City shall consult with the Tahoe Area Coordinating Council for the Disabled prior to making a determination on the matter;

5) The Property Owner must make programs and activities readily accessible to and usable by individuals with disabilities, through such methods as moving services to accessible buildings, assigning aides to beneficiaries, altering existing facilities or constructing new facilities;

6) The City shall ensure to the maximum extent feasible, that accessible units are distributed throughout the projects and sites and are available in a sufficient range of sizes and amenities so as to not limit choices;

7) The City and the Property Owner shall remove physical and administrative barriers to employment and make reasonable accommodations to the physical or mental limitations of an otherwise qualified job applicant with disabilities or employee with disabilities, unless it can be demonstrated that the accommodation would impose an undue hardship on the operation of the program;

8) The City and the Property Owner shall not use any employment test or other selection criterion that might screen out individuals with disabilities and pre-employment inquiries may not be made to determine whether the applicant is an individual with disabilities or the nature or severity of a disability, except as directly related to an applicant's ability to perform job-related functions; and

9) The City and the Property Owner shall consult with interested persons, including individuals with disabilities or organizations representing persons with disabilities to evaluate their current policies and practices to determine whether they meet the requirements of Section 504; modify any policies or procedures that do not meet the requirements of Section 504; and take appropriate corrective steps to remedy the discrimination revealed by the self-evaluation. If the Property Owner employs 15 or

more persons, it is required to maintain on file, make available for public inspection, and provide to the responsible civil rights official, upon request, the following:

- A list of interested persons consulted.
- A description of the areas examined and any problems identified; and
- A description of any modifications made and of any remedial steps taken for at least three years following the completion of the evaluation.

Over the years the City has conducted numerous self-evaluations of its programs and projects regularly consulting with the Tahoe Area Coordinating Council for the Disabled. The results of these evaluations regarding any modifications made or remedial steps taken are maintained in the Section 504 file at the Housing and Economic Development Division of the City. Although the required three years for maintaining records has been exceeded, the City will continue to consult with a representative from the Tahoe Area Coordinating Council for the Disabled about issues of accessibility to programs and projects.

The City and any Property Owner that employs 15 or more persons must designate at least one person to coordinate their efforts to comply with Section 504 implementing regulations, must adopt grievance procedures for complaints alleging any action prohibited by Section 504 and must notify participants, beneficiaries, applicants, employees, and unions that they do not discriminate on the basis of handicap in violation of Section 504.

With the adoption of these Marketing Procedures, the Housing and Economic Development Coordinator shall be designated to coordinate the City's efforts to comply with Section 504 implementing regulations and any complaints shall be submitted in writing to the Housing and Economic Development Coordinator, 1901 Airport Road, Suite 107, South Lake Tahoe, CA, 96150. The Housing and Economic Development Coordinator shall render a decision regarding the matter after examining the information presented. Any appeals to that decision shall go before the City Council under the normal appeal process.

The City notifies participants, beneficiaries and applicants of its Section 504 obligations under the normal implementation of its programs and projects. City employees and unions were previously notified of the Section 504 requirement on April 17, 1998, via a notice sent to the presidents of the various employee associations, including unions, from the Human Resources Division. The adoption of this plan by the City Council at a regularly scheduled public meeting shall also serve as notification for the identified parties.

ATTACHMENT

A

Affirmative Fair Housing Marketing Plan

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity

OMB Approval No. 2529-0013
(exp. 09/30/2003)

1a. Applicant's Name, Address (including city, state & zip code) & Phone Number

1c. Project/Application Number

1d. Number of Units

1e. Price or Rental Range
From $
To $

1f. For Multifamily Housing Only
☐ Elderly ☐ Non-Elderly

1g. Approximate Starting Dates (mm/dd/yyyy)
Advertising
Occupancy

1b. Project's Name, Location (including city, State and zip code)

1h. Housing Market Area

1i. Census Tract

1j. Managing/Sales Agent's Name & Address (including city, State and zip code)

2. Type of Affirmative Marketing Plan (mark only one)
☐ Project Plan
☐ Minority Area
☐ White (non-minority) Area
☐ Mixed Area (with _____ % minority residents)

3. Direction of Marketing Activity (Indicate which group(s) in the housing market area are least likely to apply for the housing because of its location and other factors without special outreach efforts)
☐ White (non-Hispanic) ☐ Hispanic ☐ American Indian or Alaskan Native
☐ Black (non-Hispanic) ☐ Asian or Pacific Islander ☐ Persons with Disabilities

4a. Marketing Program: Commercial Media (Check the type of media to be used to advertise the availability of this housing)
☐ Newspapers/Publications ☐ Radio ☐ TV ☐ Billboards ☐ Other (specify)

Name of Newspaper, Radio or TV Station	Racial/Ethnic Identification of Readers/Audience	Size/Duration of Advertising

4b. Marketing Program: Brochures, Signs, and HUD's Fair Housing Poster
(1) Will brochures, letters, or handouts be used to advertise? ☐ Yes ☐ No If "Yes", attach a copy or submit when available.
(2) For project site sign, indicate sign size _____ x _____; Logotype size _____ x _____. Attach a photograph of project sign or submit when available.
(3) HUD's Fair Housing Poster must be conspicuously displayed wherever sales/rentals and showings take place. Fair Housing Posters will be displayed in the ☐ Sales/Rental Office ☐ Real Estate Office ☐ Model Unit ☐ Other (specify)

4c. Community Contacts. To further inform the group(s) least likely to apply about the availability of the housing, the applicant agrees to establish and maintain contact with the groups/organizations listed below that are located in the housing market area or SMSA. If more space is needed, attach an additional sheet. Notify HUD-FHEO of any changes in this list. Attach a copy of correspondence to be mailed to these groups/organizations. (Provide all requested information.)

Name of Group/Organization	Racial/Ethnic Identification	Approximate Date (mm/dd/yyyy)	Person Contacted or to be Contacted

Address & Phone Number	Method of Contact	Indicate the specific function the Group/Organization will undertake in implementing the marketing program

5. Future Marketing Activities (Rental Units Only) Mark the box(s) that best describe marketing activities to fill vacancies as they occur after the project has been initially occupied.
☐ Newspapers/Publications ☐ Radio ☐ TV ☐ Brochures/Leaflets/Handouts
☐ Site Signs ☐ Community Contacts ☐ Other(specify)

6. Experience and Staff Instructions (See instructions)
6a. Staff has experience. ☐ Yes ☐ No
6b. On separate sheets, indicate training to be provided to staff on Federal, State and local fair housing laws and regulations, as well as this AFHM Plan. Attach a copy of the instructions to staff regarding fair housing.

7. Additional Considerations Attach additional sheets as needed.

8. Changes and Revisions By signing this form, the applicant agrees, after appropriate consultation with HUD, to change any part of the plan covering a multifamily project to ensure continued compliance with Section 200.620 of HUD's Affirmative Fair Housing Marketing Regulations.

Signature of person submitting this Plan & Date of Submission (mm/dd/yyyy)

Name (type or print)

Title & Name of Company

For HUD-Office of Housing Use Only

Approval By	Disapproval By
Signature & Date (mm/dd/yyyy)	Signature & Date (mm/dd/yyyy)
Name (type or print)	Name (type or print)
Title	Title

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

The Affirmative Fair Housing Marketing Plan (AFHM) is needed to ensure that Federal agencies are taking necessary steps to eliminate discriminatory practices involving Federally insured and assisted housing. No application for any housing project or subdivision insured or subsidized under the Department's housing programs can be funded without an approved AFHM Plan. The responses are required to obtain or retain a benefit under the Fair Housing Act, Section 808(e)(5) & (6) and 24 CFR Part 200, Subpart M. The form contains no questions of a confidential nature.

Instructions

Send the Completed form to: Your Local HUD Office,
Attention: Director, Office of Housing

The Affirmative Fair Housing Marketing Regulations require that each applicant subject to these regulations carry out an affirmative program to attract prospective buyers or tenants of all minority and non- minority groups in the housing market area regardless of race, color, religion, sex, national origin, disability, or familial status. These groups include Whites (Non-Hispanic), members of minority groups, i.e.., Blacks (Non-Hispanic), American Indians/Alaskan Natives, Hispanics, Asian/Pacific Islanders, persons with disabilities, or families with children in the Standard Metropolitan Statistical Areas (SMSA) or housing market area who may be subject to housing discrimination on the basis of race, color, religion, sex, national origin, disability, or familial status. The applicant shall describe on this form the activities it proposes to carry out during advance marketing, where applicable, and the initial sales rent-up period. The affirmative program also should ensure that any group(s) of persons normally **not** likely to apply for the housing without special outreach efforts (because of existing neighborhood racial or ethnic patterns, location of housing in the SMSA price or other factors), know about the housing, feel welcome to apply and have the opportunity to buy or rent.

Part 1 - Applicant and Project Identification. The applicant may obtain Census Tract location information, item 1i, from local planning agencies, public libraries and other sources of Census Data. For item 1g, specify approximate starting date of marketing activities to the groups targeted for special outreach and the anticipated date of initial occupancy. Item 1j is to be completed only if the applicant is not to implement the plan on its own.

Part 2 - Type of Affirmative Marketing Plan. Applicants for multifamily projects are to submit a Project Plan which describes the marketing program for the particular project or subdivision. Scattered site builders are to submit individual annual plans based on the racial composition of each type of census tract. For example, if a builder plans to construct units in both minority and non-minority census tracts, separate plans shall be submitted for all of the housing proposed for both types.

Part 3 - Direction of Marketing Activity. Considering factors such as price or rental of housing, the racial/ethnic characteristics of the neighborhood in which housing is (or is to be) located, the population within the housing market area, or the disability or familial status of the eligible population, public transportation routes, etc., indicate which group(s) you believe are least likely to apply without special outreach.

Part 4 - Marketing Program. The applicant shall describe the marketing program to be used to attract all segments of the eligible population, especially those groups designated in the Plan as least likely to apply. The applicant shall state: the type of media to be used, the names of newspapers/call letters of radio or TV stations; the identity of the circulation or audience of the media identified in the Plan, e.g., White (Non-Hispanic), Black (Non-Hispanic), Hispanic, Asian-American/Pacific Islander, American Indian/ Alaskan Native; and the size or duration of newspaper advertising or length and frequency of broadcast advertising. Community contacts include individuals or organizations that are well known in the project area or the locality and that can influence persons within groups considered least likely to apply. Such contacts may include, but need not be limited to: neighborhood, minority and women's organizations, churches, labor unions, employers, public and private agencies, disability advocates, and individuals who are connected with these organizations and/or are well-known in the community.

Part 5 - Future Marketing Activities. Self-Explanatory.

Part 6 - Experience and Staff Instructions.

a. Indicate whether the applicant has previous experience in marketing housing to group(s) identified as least likely to apply for the housing.
b. Describe the instructions and training given to sales/rental staff. This guidance to staff must include information regarding Federal, State and local fair housing laws and this AFHM Plan. Copies of any written materials should be submitted with the Plan, if such materials are available.

Part 7 - Additional Considerations. In this section describe other efforts not mentioned previously which are planned to attract persons in either those groups already identified in the Plan as least likely to apply for the housing or in groups nor previously identified in the Plan. Such efforts may include outreach activities to female-headed households and persons with disabilities.

Part 8 - The applicant's authorized agent signs and dates the AFHM Plan. By signing the Plan, the applicant assumes full responsibility for its implementation. The Department may at any time monitor the implementation of the Plan and request modification in its format or content, where the Department deems necessary.

Notice of Intent to Begin Marketing. No later than 90 days prior to the initiation of sales or rental marketing activities, the applicant with an approved Affirmative Fair Housing Marketing Plan shall submit notice of intent to begin marketing. The notification is required by the Affirmative Fair Housing Marketing Plan Compliance Regulations (24 CFR Part 108.15). It is submitted either orally or in writing to the FHEO Division of the appropriate HUD Office serving the locality in which the proposed housing is located. OMB approval of the Affirmative Fair Housing Plan includes approval of this notification procedure as part of the Plan. The burden hours for such notification are included in the total designated for this Affirmative Fair Housing Marketing Plan form.

ATTACHMENT

B

Sample Race/Ethnicity Categories for Federally-funded Program Applications

Race/Ethnicity

This information is confidential and is only used for government reporting purposes to monitor compliance with equal opportunity laws. Please note that self-identification of race/ethnicity is voluntary.

RACE

- [ ] White
- [ ] Black/African American
- [ ] Asian
- [ ] American Indian or Alaska Native
- [ ] Native Hawaiian or Other Pacific Islander
- [ ] American Indian or Alaska Native AND White
- [ ] Asian AND White
- [ ] Black/African American AND White
- [ ] American Indian/Alaska Native AND Black/African American
- [ ] Other: _____

HISPANIC/LATINO ETHNICITY [ ] Yes [ ] No

- [ ] Yes, Mexican/Chicano
- [ ] Yes, Puerto Rican
- [ ] Yes, Cuban
- [ ] Yes, Other Hispanic/Latino: _____

Free Recording Requested Pursuant To:
Government Code Section 27383

When Recorded, Mail To:
City of South Lake Tahoe
Housing and Economic Development
1901 Airport Road, Suite 107
South Lake Tahoe, CA 96150

----------Space Above This Line for Recorder's Use----------

APN 32-211-06/07/17

South Tahoe Redevelopment Agency Construction
Deed of Trust and Assignment of Rents
(Low and Moderate Income Housing Funds)

This Deed of Trust is made this 20th day of July, 2004, by Evergreen Tahoe Partners, LLC, (as "Trustor"), whose address is Post Office Box 1570, Lodi, California, 95241 to First American Title Company, a California corporation (as "Trustee"), for the benefit of South Tahoe Redevelopment Agency, a public body, corporate and politic (as "Beneficiary") whose address is 1901 Airport Road, Suite 107, South Lake Tahoe, California, 96150; and is executed pursuant to the Loan Agreement dated July 20, 2004, as may be amended from time to time (the "Agreement"), the provisions of which are incorporated herein by this reference.

Capitalized terms used herein and not defined shall have the meanings set forth in the Loan Agreement.

1. Grant in Trust. For valuable consideration, Trustor hereby grants, transfers and assigns to Trustee, in trust, with power of sale, for the benefit of Beneficiary, all of Trustor's right, title and interest in the following:

   a. All that real property situated in the City of South Lake Tahoe, County of El Dorado, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference (the "Land");

   b. All buildings, structures and other improvements now or in the future located or to be constructed on the Land (the "Improvements" the Land and the Improvements shall collectively be referred to as the "Property"); and

   c. All rents, issues and profits from the Land and the Improvements, subject to Trustor's right to collect and retain the same as they become due and payable, so long as there is not existing a default hereunder.

2. Obligations Secured. This Deed of Trust is given for the purpose of securing the following obligations (collectively, the "Secured Obligations"):

   a. Performance of all present and future obligations of Trustor set forth in the Agreement and the promissory note made by Trustor to the order of Beneficiary (the "Note"), dated of even date herewith, and performance of each agreement incorporated by reference or contained therein;

b. Payment of the indebtedness evidenced by the Agreement and the Note in the original principal amount of One Hundred Thousand Dollars ($100,000.00), with interest, as applicable, according to the terms of the Agreement and the Note and

c. Payment of such further sums as the then record owner of the Property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

3. Trustor's Covenants. To protect the Security of this Deed of Trust, Trustor agrees as follows:

a. To perform the Secured Obligations in accordance with their respective terms.

b. To keep the Property in good condition and repair; not to remove or demolish any building on the Land without Beneficiary's prior written consent; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of any laws; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.

c. To provide, maintain and deliver to Beneficiary fire insurance satisfactory, and with loss payable, to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or, at the option of Beneficiary, the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

d. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

e. To pay (i) at least ten (10) days before delinquency all taxes and assessments affecting the Property, including assessments on appurtenant water stock; (ii) when due, all encumbrances, charges and liens, with interest, on the Property or any part thereof, which appear to be prior or superior hereto; and (iii) all costs, fees and expenses of the trust (this "Trust") created by this Deed of Trust.

f. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: (i) make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; (ii) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; (iii) pay, purchase, contest or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, (iv) in exercising any such powers, pay necessary expenses, employ counsel and pay reasonable attorney's fees.

g. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

4. Further Agreements. Trustor further agrees as follows:

a. That any award of damages in connection with any condemnation for public use of or injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

b. That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

c. That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may (i) reconvey any part of the Property; (ii) consent to the making of any map or plat thereof; (iii) join in granting any easement thereon; or (iv) join in any extension agreement or any agreement subordinating the lien or charge hereof.

d. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

e. That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of this Trust, to collect the rents, issues and profits of the Property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in its own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, which collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

f. That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the Property, which notice Trustee shall cause

to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note, and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee without demand on Trustor, shall sell the Property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of (i) all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; (ii) all other sums then secured hereby; and (iii) the remainder, if any, to the person or persons legally entitled thereto.

g. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust is recorded and the name and address of the new Trustee.

h. That this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or the neuter, and the singular number includes the plural.

i. The Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

5. Notice of Default and Notice of Sale to Trustor. The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address set forth above.

6. Subordination. Beneficiary, for itself and its successors and assigns, covenants and agrees that all of its rights and powers under this Deed of Trust are subordinate and subject to the rights of the City of South Lake Tahoe, South Lake Tahoe, California (the "City") under that certain City of South Lake Tahoe

Construction Deed of Trust and Assignment of Rents (HOME Investment Partnerships Program) in the amount of $3,400,000.00 executed by Trustor and delivered to Trustee for the benefit of the City and recorded concurrently herewith.

7. Rights to Rents Collected. Beneficiary, for itself and its successors and assigns, further covenants and agrees that in the event of the appointment of a receiver or of the appointment of Beneficiary as mortgagee-in-possession, in any action by the Beneficiary or its successors or assigns, to foreclose the mortgage, no rents, revenue or other income of the Project collected by the receiver or by the mortgagee-in-possession shall be utilized for the payment of interest, principal, or any other charges due and payable under this Deed of Trust, except from net cash flow, if any.

8. State and Federal Fair Housing Laws. During the term of this loan, Trustor agrees to abide by all State and Federal Fair Housing laws and regulations, and shall not discriminate against any person because of race, color, religion, sex, handicap, familial status or national origin.

IN WITNESS WHEREOF, this Deed of Trust has been executed and made effective on the day and year first above written.

Evergreen Tahoe Partners, LLC

By:_____
David J. Michael

State of California)
) ss.

County of)

On this ___ day of _____, 2004, before me, the undersigned, a notary public in and for said state, personally appeared David J. Michael, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature

_____
(print name)

Exhibit "A"

All that certain real property situated in the State of California, County of El Dorado, City of South Lake Tahoe, described as follows:

Lots 18, 19 and 22, Block 2, as said lots and block are shown on the Official Map of W. D. Barton Tract, filed in the office of the County Recorder of said County on July 31, 1946, in Book A, at page 48.

APNs: 32-211-06/07/17

Exhibit "A"

EXHIBIT F

AGENCY CONSTRUCTION PROMISSORY NOTE
(LOW AND MODERATE INCOME HOUSING FUNDS)

EXHIBIT F

Secured Promissory Note
South Tahoe Redevelopment Agency Construction Loan
(Low and Moderate Income Housing Fund)

Loan Amount: $100,000.00 South Lake Tahoe, California July 20, 2004

FOR VALUE RECEIVED, the undersigned, Evergreen Tahoe Partners, LLC, ("Maker"), hereby promises to pay to the order of South Tahoe Redevelopment Agency, a public body, corporate and politic, or designee ("Holder"), the principal sum of One Hundred Thousand Dollars ($100,000.00), as set forth by the parties in the Agreement described in Paragraph 1 below.

1. Agreement. This Note is given under the terms of a written Loan Agreement (the "Agreement") dated July 20, 2004, between Maker, the City of South Lake Tahoe (the "City") and Holder which Agreement is incorporated herein by this reference. The rights and obligations of the parties to this Note shall be governed by the Agreement and by the additional terms as set forth in this Note. Capitalized terms as used herein and not otherwise defined shall have the meanings as set forth in the Agreement.

2. Term. The term of this Note shall commence on the Agreement Date and shall continue until the 31st day of July, 2006, or upon recordation of the notice of completion, whichever event occurs first (the "Term").

3. Interest. Interest shall accrue at the rate of three percent (3%) per annum commencing on the date of the initial Disbursement through the end of the Term, and shall be based upon the amount of funds so disbursed.

4. Repayment of Principal. The principal sum as evidenced by this Note shall be due and payable at the end of the Term.

5. Security. Repayment of this Note is secured by a deed of trust (the "Agency Construction Deed of Trust") in the manner as set forth in Section 3 of the Agreement.

6. Terms of Payment.

   a. All payments due under this Note shall be paid in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

   b. All payments shall be made payable to Holder and mailed or delivered in person to Holder's office at 1901 Airport Road, Suite 107, South Lake Tahoe, CA 96150, or to such other place as Holder may from time to time designate.

   c. Notwithstanding any other provisions of this Note, or of the provisions of any instrument securing the obligations of Maker under this Note, if, for any reason whatsoever, the payment of any sums by Maker pursuant to the terms of this Note or the Agreement will result in the payment of interest which exceeds the amount that Holder may legally charge under the laws of the State of California, then the amount by which any such payment exceeds the interest rate legally permitted by law shall automatically be deducted from the principal balance owing on this Note, so that in no event shall Maker be obligated under the terms of this Note to pay any interest which would exceed the lawful interest rate.

7. Default.

a. Any of the following shall constitute an Event of Default under this Note, following any applicable notice and cure periods:

(1) Any failure to pay in full any payment required under either the Agreement or this Note; or

(2) The breach or violation of Maker of any covenant or agreement contained in the Agreement or the Deed of Trust securing this Note, which would constitute an Event of Default as defined in the Agreement, or of any other instrument securing the obligations of Maker under this Note, or under any other promissory note or notes hereafter issued by Maker to Holder pursuant to the Agreement; or

(3) An Event of Default under that certain Secured Promissory Note City of South Lake Tahoe Construction Loan (HOME Investment Partnerships Program) dated July 20, 2004, executed by Maker in favor of the City in the initial principal amount of $3,400,000.00 (the "City Construction Promissory Note") or under that certain City Construction Deed of Trust and Assignment of Rents of even date as the City Construction Promissory Note executed by Maker, as Trustor, and delivered to First American Title Company, a California corporation, as Trustee, for the benefit of the City.

b. Upon the occurrence of any Event of Default, Holder may, without notice to or demand upon Maker, which are expressly waived by Maker (except for notices or demands otherwise required by applicable laws to the extent not effectively waived by Maker and any notices or demands specified in the Loan Documents), exercise all rights and remedies available under this Note or the Agreement or as may otherwise be available to Holder.

8. Waivers.

a. No extension of time for payment of this Note or any installment hereof made by agreement by Holder with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Maker under this Note, either in whole or in part.

b. The obligations of Maker under this Note shall be absolute and Maker waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

9. Liability Non-Recourse. Maker, including its officers, directors, members and sponsors, shall not be personally liable for the amounts due under this Note. In the event that there is an Event of Default declared by Holder, Holder shall look only to the Real Property secured by the Deed of Trust for satisfaction of the indebtedness of Maker as evidenced by this Note.

10. Miscellaneous Provisions.

a. All notices to Holder or Maker shall be given in the manner and at the addresses set forth in the Agreement, or to such addresses as Holder and Maker may hereafter designate in accordance with said Agreement.

b. In the event of litigation arising from the enforcement of or a default under this Note, the non-prevailing party promises to pay all reasonable costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in such litigation.

c. This Note may be amended only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

d. This Note shall be governed by and construed in accordance with the laws of the State of California.

e. The times for the performance of any obligations hereunder shall be strictly construed, time being of the essence.

IN WITNESS WHEREOF, the undersigned Maker has caused this Note to be executed by its duly authorized officers and made effective on the day and year first above written.

Evergreen Tahoe Partners, LLC

By:_____
David J. Michael

EXHIBIT G

CITY CONSOLIDATED DEED OF TRUST
(HOME INVESTMENT PARTNERSHIPS PROGRAM)

EXHIBIT G

Free Recording Requested Pursuant To:
Government Code Section 27383

When Recorded, Mail To:
City of South Lake Tahoe
Housing & Economic Development
1901 Airport Road, Suite 107
South Lake Tahoe, CA 96150

----------Space Above This Line for Recorder's Use----------

APN 32-211-06/07/17

City of South Lake Tahoe Consolidated
Deed of Trust and Assignment of Rents
(HOME Investment Partnerships Program)

This Deed of Trust is made this _____ day of _____, 200__, by Evergreen Tahoe Partners, LLC (as "Trustor"), whose address is Post Office Box 1570, Lodi, California, 95241, to First American Title Company, a California corporation (as "Trustee"), for the benefit of the City of South Lake Tahoe, a municipal corporation (as "Beneficiary") whose address is 1901 Airport Road, Suite 107, South Lake Tahoe, California, 96150; and is executed pursuant to the Loan Agreement dated July 20, 2004, as may be amended from time to time (the "Agreement"), the provisions of which are incorporated herein by reference.

Capitalized terms used herein and not defined shall have the meanings set forth in the Loan Agreement.

1. Grant in Trust. For valuable consideration, Trustor hereby grants, transfers and assigns to Trustee, in trust, with power of sale, for the benefit of Beneficiary, all of Trustor's right, title and interest in the following:

   a. All that real property situated in the City of South Lake Tahoe, County of El Dorado, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference (the "Land");

   b. All buildings, structures and other improvements now or in the future located or to be constructed on the Land (the "Improvements;" the Land and the Improvements shall collectively be referred to as the "Property"); and

   c. All rents, issues and profits from the Land and the Improvements, subject to Trustor's right to collect and retain the same as they become due and payable, so long as there is not existing a default hereunder.

2. Obligations Secured. This Deed of Trust is given for the purpose of securing the following obligations (collectively, the "Secured Obligations"):

   a. Performance of all present and future obligations of Trustor set forth in the Agreement and the promissory note made by Trustor to the order of Beneficiary (the "Note"), dated of even date herewith, and performance of each agreement incorporated by reference or contained therein;

   b. Payment of the indebtedness evidenced by the Agreement and the Note in the original principal amount of _____ Dollars ($_____), with interest, as applicable, according to the terms of the Agreement and the Note; and

c. Payment of such further sums as the then record owner of the Property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

3. Trustor's Covenants. To protect the Security of this Deed of Trust, Trustor agrees as follows:

a. To perform the Secured Obligations in accordance with their respective terms.

b. To keep the Property in good condition and repair; not to remove or demolish any building on the Land without Beneficiary's prior written consent; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of any laws; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.

c. To provide, maintain and deliver to Beneficiary fire insurance satisfactory, and with loss payable, to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or, at the option of Beneficiary, the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

d. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

e. To pay (i) at least ten (10) days before delinquency all taxes and assessments affecting the Property, including assessments on appurtenant water stock; (ii) when due, all encumbrances, charges and liens, with interest, on the Property or any part thereof, which appear to be prior or superior hereto; and (iii) all costs, fees and expenses of the trust (this "Trust") created by this Deed of Trust.

f. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: (i) make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; (ii) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; (iii) pay, purchase, contest or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, (iv) in exercising any such powers, pay necessary expenses, employ counsel and pay reasonable attorney's fees.

g. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation

secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

4. Further Agreements. Trustor further agrees as follows

a. That any award of damages in connection with any condemnation for public use of or injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

b. That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

c. That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may (i) reconvey any part of the Property; (ii) consent to the making of any map or plat thereof; (iii) join in granting any easement thereon; or (iv) join in any extension agreement or any agreement subordinating the lien or charge hereof.

d. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

e. That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of this Trust, to collect the rents, issues and profits of the Property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in its own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, which collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

f. That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note, and all documents evidencing expenditures secured hereby.

7. State and Federal Fair Housing Laws. During the term of this loan, Trustor agrees to abide by all State and Federal Fair Housing laws and regulations, and shall not discriminate against any person because of race, color, religion, sex, handicap, familial status or national origin.

IN WITNESS WHEREOF, this Deed of Trust has been executed and made effective on the day and year first above written.

Evergreen Tahoe Partners, LLC

By:_____
David J. Michael

State of California)
) ss.
County of)

On this ___ day of _____, 200___, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature

_____
(print name)

Exhibit "A"

All that certain real property situated in the State of California, County of El Dorado, City of South Lake Tahoe, described as follows:

Lots 18, 19 and 22, Block 2, as said lots and block are shown on the Official Map of W. D. Barton Tract filed in the office of the County Recorder of said County on July 31, 1946, in Book A, at page 48.

APN: 32-211-06/07/17

Exhibit "A"

CITY CONSOLIDATED PROMISSORY NOTE
(HOME INVESTMENT PARTNERSHIPS PROGRAM)

Secured Promissory Note
City of South Lake Tahoe Consolidated Loan
(HOME Investment Partnerships Program)

Loan Amount: $_____ South Lake Tahoe, California _____, 200___

FOR VALUE RECEIVED, the undersigned, Evergreen Tahoe Partners, LLC ("Maker"), hereby promises to pay to the order of the City of South Lake Tahoe, a municipal corporation, or designee ("Holder"), the principal sum of _____ _____ Dollars ($), as set forth by the parties in the Agreement described in Paragraph 1 below.

1. Agreement. This Note is given under the terms of a written Loan Agreement (the "Agreement") dated July 20, 2004, between Maker, South Tahoe Redevelopment Agency (the "Agency") and Holder, which Agreement is incorporated herein by this reference. The rights and obligations of the parties to this Note shall be governed by the Agreement and by the additional terms as set forth in this Note. Capitalized terms as used herein and not otherwise defined shall have the meanings as set forth in the Agreement.

2. Term. The term of this Note shall be for fifty-five (55) years from the date of the recordation of the notice of completion or July 31, 2061, whichever event occurs first (the "Term").

3. Interest. Interest shall accrue at the rate of One and One-Half percent (1.5%) per annum commencing on the date first written above for the entire Term of this Promissory Note.

4. Security. Repayment of this Note is secured by a deed of trust (the "City Consolidated Deed of Trust") in the manner as set forth in Section 4 of the Agreement from Maker to Holder to be recorded against the Project.

5. Repayment. Beginning with Maker's fifth fiscal year following the initial year of operations of the Project, Maker shall pay annually principal and interest to the Holder solely from "Net Cash Flow" as defined below. Payments shall be made within one hundred twenty (120) days of the end of each and every calendar year based upon the previous fiscal year's calculation of Net Cash Flow.

   "Net Cash Flow" shall mean the sum of money computed as follows:

   All rents, revenues, consideration or income (of any form, but excluding capital contributions) derived by Maker in connection with or relating to the ownership or operation of the Units of the Project, including any revenue derived from any refinance of the Project, less all of the following: all customary and reasonable costs and expenses in connection with the operation and maintenance of the Project; debt service on the financing for the first lender loan; amounts approved by Holder expended to restore the Project after a casualty loss or condemnation; and amounts reasonably reserved by Maker as an operating contingency reserve account and replacement reserve account for the Project.

   Beginning with the fifth year of operation after completion of the Project, Maker shall deliver to Holder each and every year an annual audited financial statement to determine the amount of Net Cash Flow. Holder shall have the right to inspect and audit Maker's books and records concerning the calculation of Net Cash Flow.

6. Terms of Payment.

a. All payments due under this Note shall be paid in currency of the United States of America which, at the time of payment, is lawful for the payment of public and private debts.

b. All payments shall be made payable to Holder and mailed or delivered in person to Holder's office at 1901 Airport Road, Suite 107, South Lake Tahoe, CA 96150, or to such other place as Holder may from time to time designate.

c. Notwithstanding any other provisions of this Note, or of the provisions of any instrument securing the obligations of Maker under this Note, if, for any reason whatsoever, the payment of any sums by Maker pursuant to the terms of this Note or the Agreement will result in the payment of interest which exceeds the amount that Holder may legally charge under the laws of the State of California, then the amount by which any such payment exceeds the interest rate legally permitted by law shall automatically be deducted from the principal balance owing on this Note, so that in no event shall Maker be obligated under the terms of this Note to pay any interest which would exceed the lawful interest rate.

7. Default.

a. Any of the following shall constitute an Event of Default under this Note, following any applicable notice and cure periods:

(1) Any failure to pay in full any payment required under either the Agreement or this Note; or

(2) The breach or violation of Maker of any covenant or agreement contained in the Agreement or the Deed of Trust securing this Note, which would constitute an Event of Default as defined in the Agreement, or of any other instrument securing the obligations of Maker under this Note, or under any other promissory note or notes hereafter issued by Maker to Holder pursuant to the Agreement; or

(3) An Event of Default under that certain Secured Promissory Note (Low and Moderate Income Housing Fund) dated _ _____, 20____, executed by Maker in favor of the Agency in the initial principal amount of $_____ (the "Agency Consolidated Promissory Note") or under that certain Agency Consolidated Deed of Trust and Assignment of Rents of even date as the Agency Consolidated Promissory Note executed by Maker, as Trustor, and delivered to First American Title Company, a California corporation, as Trustee, for the benefit of the Agency.

b. Upon the occurrence of any Event of Default, Holder may, without notice to or demand upon Maker, which are expressly waived by Maker (except for notices or demands otherwise required by applicable laws to the extent not effectively waived by Maker and any notices or demands specified in the Loan Documents), exercise all rights and remedies available under this Note or the Agreement or as may otherwise be available to Holder.

8. Waivers.

a. No extension of time for payment of this Note or any installment hereof made by agreement by Holder with any person now or hereafter liable for the payment of this Note shall operate to

release, discharge, modify, change or affect the original liability of Maker under this Note, either in whole or in part.

b. The obligations of Maker under this Note shall be absolute and Maker waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

9. Liability Non-Recourse. Maker, including its officers, directors, members and sponsors, shall not be personally liable for the amounts due under this Note. In the event that there is an Event of Default declared by Holder, Holder shall look only to the Real Property secured by the Deed of Trust for satisfaction of the indebtedness of Maker as evidenced by this Note.

10. Miscellaneous Provisions.

a All notices to Holder or Maker shall be given in the manner and at the addresses set forth in the Agreement, or to such addresses as Holder and Maker may hereafter designate in accordance with said Agreement.

b. In the event of litigation arising from the enforcement of or a default under this Note, the non-prevailing party promises to pay all reasonable costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in such litigation.

c. This Note may be amended only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

d. This Note shall be governed by and construed in accordance with the laws of the State of California.

e. The times for the performance of any obligations hereunder shall be strictly construed, time being of the essence.

IN WITNESS WHEREOF, the undersigned Maker has caused this Note to be executed by its duly authorized officers and made effective on the day and year first above written.

Evergreen Tahoe Partners, LLC

By:_____
David J. Michael

EXHIBIT I

CITY CONSTRUCTION DEED OF TRUST
(HOME INVESTMENT PARTNERSHIPS PROGRAM)

EXHIBIT I

Free Recording Requested Pursuant To:
Government Code Section 27383

When Recorded, Mail To:
City of South Lake Tahoe
Housing & Economic Development
1901 Airport Road, Suite 107
South Lake Tahoe, CA 96150

----------Space Above This Line for Recorder's Use----------

APN 32-211-06/07/17

City of South Lake Tahoe Construction
Deed of Trust and Assignment of Rents
(HOME Investment Partnerships Program)

This Deed of Trust is made this 20th day of July, 2004, by Evergreen Tahoe Partners, LLC, (as "Trustor"), whose address is Post Office Box 1570, Lodi, California, 95241, to First American Title Company, a California corporation (as "Trustee"), for the benefit of the City of South Lake Tahoe, a municipal corporation (as "Beneficiary") whose address is 1901 Airport Road, Suite 107, South Lake Tahoe California, 96150; and is executed pursuant to the Loan Agreement dated July 20, 2004, as may be amended from time to time (the "Agreement"), the provisions of which are incorporated herein by reference.

Capitalized terms used herein and not defined shall have the meanings set forth in the Loan Agreement.

1. Grant in Trust. For valuable consideration, Trustor hereby grants, transfers and assigns to Trustee, in trust, with power of sale, for the benefit of Beneficiary, all of Trustor's right, title and interest in the following:

   a. All that real property situated in the City of South Lake Tahoe, County of El Dorado, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference (the "Land");

   b. All buildings, structures and other improvements now or in the future located or to be constructed on the Land (the "Improvements;" the Land and the Improvements shall collectively be referred to as the "Property"); and

   c. All rents, issues and profits from the Land and the Improvements, subject to Trustor's right to collect and retain the same as they become due and payable, so long as there is not existing a default hereunder.

2. Obligations Secured. This Deed of Trust is given for the purpose of securing the following obligations (collectively, the "Secured Obligations"):

   a. Performance of all present and future obligations of Trustor set forth in the Agreement and the promissory note made by Trustor to the order of Beneficiary (the "Note"), dated of even date herewith, and performance of each agreement incorporated by reference or contained therein;

   b. Payment of the indebtedness evidenced by the Agreement and the Note in the original principal amount of Three Million Four Hundred Thousand Dollars ($3,400,000.00), with interest, as applicable, according to the terms of the Agreement and the Note; and

c. Payment of such further sums as the then record owner of the Property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

3. Trustor's Covenants. To protect the Security of this Deed of Trust, Trustor agrees as follows:

a. To perform the Secured Obligations in accordance with their respective terms.

b. To keep the Property in good condition and repair; not to remove or demolish any building on the Land without Beneficiary's prior written consent; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of any laws; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.

c. To provide, maintain and deliver to Beneficiary fire insurance satisfactory, and with loss payable, to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or, at the option of Beneficiary, the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

d. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

e. To pay (i) at least ten (10) days before delinquency all taxes and assessments affecting the Property, including assessments on appurtenant water stock; (ii) when due, all encumbrances, charges and liens, with interest, on the Property or any part thereof, which appear to be prior or superior hereto; and (iii) all costs, fees and expenses of the trust (this "Trust") created by this Deed of Trust.

f. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: (i) make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; (ii) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; (iii) pay, purchase, contest or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, (iv) in exercising any such powers, pay necessary expenses, employ counsel and pay reasonable attorney's fees.

g. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation

secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

4. Further Agreements. Trustor further agrees as follows:

a. That any award of damages in connection with any condemnation for public use of or injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

b. That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

c. That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: (i) reconvey any part of the Property; (ii) consent to the making of any map or plat thereof; (iii) join in granting any easement thereon; or (iv) join in any extension agreement or any agreement subordinating the lien or charge hereof.

d. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

e. That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of this Trust, to collect the rents, issues and profits of the Property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in its own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, which collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

f. That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note, and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee without demand on Trustor, shall sell the Property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of (i) all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; (ii) all other sums then secured hereby; and (iii) the remainder, if any, to the person or persons legally entitled thereto.

g. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust is recorded and the name and address of the new Trustee.

h. That this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or the neuter, and the singular number includes the plural.

i. The Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

5. Notice of Default and Notice of Sale to Trustor. The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address set forth above.

6. Rights to Rents Collected. Beneficiary, for itself and its successors and assigns, further covenants and agrees that in the event of the appointment of a receiver or of the appointment of Beneficiary as mortgagee-in-possession, in any action by the Beneficiary or its successors or assigns, to foreclose the mortgage, no rents, revenue or other income of the Project collected by the receiver or by the mortgagee-in-possession shall be utilized for the payment of interest, principal, or any other charges due and payable under this Deed of Trust, except from net cash flow.

7. State and Federal Fair Housing Laws. During the term of this loan, Trustor agrees to abide by all State and Federal Fair Housing laws and regulations, and shall not discriminate against any person because of race, color, religion, sex, handicap, familial status or national origin.

IN WITNESS WHEREOF, this Deed of Trust has been executed and made effective on the day and year first above written.

Evergreen Tahoe Partners, LLC

By:_____
David J. Michael

State of California)
) ss.
County of)

On this ___ day of _____, 2004, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature

_____
(print name)

Exhibit "A"

All that certain real property situated in the State of California, County of El Dorado, City of South Lake Tahoe, described as follows:

Lots 18, 19 and 22, Block 2, as said lots and block are shown on the Official Map of W. D. Barton Tract filed in the office of the County Recorder of said County on July 31, 1946, in Book A, at page 48.

APN: 32-211-06/07/17

Exhibit "A"

CITY CONSTRUCTION PROMISSORY NOTE
(HOME INVESTMENT PARTNERSHIPS PROGRAM)

Secured Promissory Note
City of South Lake Tahoe Construction Loan
(HOME Investment Partnerships Program)

Loan Amount: $3,400,000.00 South Lake Tahoe, California July 20, 2004

FOR VALUE RECEIVED, the undersigned, Evergreen Tahoe Partners, LLC, ("Maker"), hereby promises to pay to the order of the City of South Lake Tahoe, a municipal corporation, or designee ("Holder"), the principal sum of Three Million Four Hundred Thousand and Dollars ($3,400,000.00), as set forth by the parties in the Agreement described in Paragraph 1 below.

1. Agreement. This Note is given under the terms of a written Loan Agreement (the "Agreement") dated July 20, 2004, between Maker, South Tahoe Redevelopment Agency (the "Agency") and Holder, which Agreement is incorporated herein by this reference. The rights and obligations of the parties to this Note shall be governed by the Agreement and by the additional terms as set forth in this Note. Capitalized terms as used herein and not otherwise defined shall have the meanings as set forth in the Agreement.

2. Term. The term of this Note shall commence on the Agreement Date and shall continue until the 31st day of July, 2006, or upon recordation of the notice of completion of the project known as Evergreen Apartments, whichever event occurs first (the "Term").

3. Interest. Interest shall accrue at the rate of three percent (3%) per annum commencing on the date of the initial Disbursement through the end of the Term, and shall be based upon the amount of funds so disbursed.

4. Repayment of Principal. The principal sum as stated in this Note shall be due and payable at the end of the Term.

5. Security. Repayment of this Note is secured by a deed of trust (the "City Construction Deed of Trust") in the manner as set forth in Section 3 of the Agreement.

6. Terms of Payment.

   a. All payments due under this Note shall be paid in currency of the United States of America which, at the time of payment, is lawful for the payment of public and private debts.

   b. All payments shall be made payable to Holder and mailed or delivered in person to Holder's office at 1901 Airport Road, Suite 107, South Lake Tahoe, California, 96150, or to such other place as Holder may from time to time designate

   c. Notwithstanding any other provisions of this Note, or of the provisions of any instrument securing the obligations of Maker under this Note, if, for any reason whatsoever, the payment of any sums by Maker pursuant to the terms of this Note or the Agreement will result in the payment of interest which exceeds the amount that Holder may legally charge under the laws of the State of California, then the amount by which any such payment exceeds the interest rate legally permitted by law shall automatically be deducted from the principal balance owing on this Note, so that in no event shall Maker be obligated under the terms of this Note to pay any interest which would exceed the lawful interest rate.

7. Default.

a. Any of the following shall constitute an Event of Default under this Note, following any applicable notice and cure periods:

(1) Any failure to pay in full any payment required under either the Agreement or this Note; or

(2) The breach or violation of Maker of any covenant or agreement contained in the Agreement or the Deed of Trust securing this Note, which would constitute an Event of Default as defined in the Agreement, or of any other instrument securing the obligations of Maker under this Note, or under any other promissory note or notes hereafter issued by Maker to Holder pursuant to the Agreement; or

(3) An Event of Default under that certain Secured Promissory Note South Tahoe Redevelopment Agency Construction Loan (Low and Moderate Income Housing Fund) dated July 20, 2004, executed by Maker in favor of the Agency in the initial principal amount of $100,000.00 (the "Agency Construction Promissory Note") or under that certain Agency Construction Deed of Trust and Assignment of Rents of even date as the Agency Construction Promissory Note executed by Maker, as Trustor, and delivered to First American Title Company, a California corporation, as Trustee, for the benefit of the Agency.

b. Upon the occurrence of any Event of Default, Holder may, without notice to or demand upon Maker, which are expressly waived by Maker (except for notices or demands otherwise required by applicable laws to the extent not effectively waived by Maker and any notices or demands specified in the Loan Documents), exercise all rights and remedies available under this Note or the Agreement or as may otherwise be available to Holder.

8. Waivers.

a. No extension of time for payment of this Note or any installment hereof made by agreement by Holder with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Maker under this Note, either in whole or in part.

b. The obligations of Maker under this Note shall be absolute and Maker waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

9. Liability Non-Recourse. Maker, including its officers, directors, members and sponsors, shall not be personally liable for the amounts due under this Note. In the event that there is an Event of Default declared by Holder, Holder shall look only to the Real Property secured by the Deed of Trust for satisfaction of the indebtedness of Maker as evidenced by this Note.

10. Miscellaneous Provisions.

a. All notices to Holder or Maker shall be given in the manner and at the addresses set forth in the Agreement, or to such addresses as Holder and Maker may hereafter designate in accordance with said Agreement.

b. In the event of litigation arising from the enforcement of or a default under this Note, the non-prevailing party promises to pay all reasonable costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in such litigation.

c. This Note may be amended only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

d. This Note shall be governed by and construed in accordance with the laws of the State of California.

e. The times for the performance of any obligations hereunder shall be strictly construed, time being of the essence.

IN WITNESS WHEREOF, the undersigned Maker has caused this Note to be executed by its duly authorized officers and made effective on the day and year first above written.

Evergreen Tahoe Partners, LLC

By:_____
David J. Michael

ATTACHMENT

C

SAMPLE ANNUAL ANALYSIS

Summary of Applicant and Tenant Demographics
January 1, 2002 through December 31, 2002

Project City:
Project County:
Total Population Estimate in 2000 Census for City or County:

2000 Census Data								
Ethnicity		Single Race Category					Other	Multiple
Hispanic	Non-Hispanic	American Indian / Alaskan N.	Asian	Black / African American	Native Hawaiian/ Pacific Isle	White	Other	Two or More Races
#								
%								

Applicants								
Ethnicity		Single Race Category					Other	Multiple
Hispanic	Non-Hispanic	American Indian / Alaskan N.	Asian	Black / African American	Native Hawaiian/ Pacific Isle	White	Other	Two or More Races
#								
%								

Project Residents								
Ethnicity		Single Race Category					Other	Multiple
Hispanic	Non-Hispanic	American Indian / Alaskan N.	Asian	Black / African American	Native Hawaiian/ Pacific Isle	White	Other	Two or More Races
#								
%								

Rejected Applicants								
Ethnicity		Single Race Category					Other	Multiple
Hispanic	Non-Hispanic	American Indian / Alaskan N.	Asian	Black / African American	Native Hawaiian/ Pacific Isle	White	Other	Two or More Races
#								
%								

SAMPLE ANNUAL ANALYSIS

Summary of Age, Gender, Disability Demographics

I. Census Data

Project City:
Project County:
Total Population Estimate in 2000 Census for City or County:

Census Data - Percent of Total Population - AGE				
Under 18 years	18 to 24 years	25 to 44 years	45 to 64 years	65 years and over

Census Data – GENDER AND DISABILITY			
Population 5 Years and Over	Both Sexes	Male	Female
Total Number			
Number with a disability			
Percent with a disability			

II. Applicants

Applicants				
Under 18 years	18 to 24 years	25 to 44 years	45 to 64 years	65 years and over
#				
%				

Census Data – GENDER AND DISABILITY			
Population 5 Years and Over	Both Sexes	Male	Female
Total Number			
Number with a disability			
Percent with a disability			

III. Project Residents

Project Residents				
Under 18 years	18 to 24 years	25 to 44 years	45 to 64 years	65 years and over
#				
%				

Census Data – GENDER AND DISABILITY			
Population 5 Years and Over	Both Sexes	Male	Female
Total Number			
Number with a disability			
Percent with a disability			

IV. Rejected Applicants

Rejected Applicants				
Under 18 years	18 to 24 years	25 to 44 years	45 to 64 years	65 years and over
#				
%				

Census Data – GENDER AND DISABILITY			
Population 5 Years and Over	Both Sexes	Male	Female
Total Number			
Number with a disability			
Percent with a disability			

ATTACHMENT

D

STANDARD CONTRACT LANGUAGE REQUIRED FOR ALL CONTRACTS AND SUBCONTRACTS

1. The Civil Rights, HCD, and Age Discrimination Acts Assurances:

   During the performance of this Contract, the Contractor assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this Contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

2. State Nondiscrimination Clause:

   a. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of the following: race, religion, color, national origin, ancestry, disability, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7258.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full, Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

   b. This Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

ATTACHMENT

E

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

STANDARD SOLICITATION FOR BID LANGUAGE (CONSTRUCTION OVER $10,000)

(The following notice shall be included in and shall be a part of all solicitations for offers and bids on all federal and federally-assisted construction contracts or subcontracts in excess of $10,000 to be performed in geographical areas designated by the Secretary of Labor.)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and women participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered areas are as follows:

TIMETABLES	GOALS FOR MINORITY PARTICIPATION IN EACH TRADE	GOALS FOR WOMEN PARTICIPATION IN EACH TRADE

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally-involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and women employment and training must be substantially uniform through the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or women employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs, U.S. Department of Labor, within 10 working days of award of any construction contract or subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the contractor or subcontractor; estimated starting and completion dates of the contract; and the geographical area in which the contract is to be performed.

4. As used in this notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any).

_____ - _____

_____ - _____

_____ - _____

_____ - _____

ATTACHMENT

F

STANDARD EQUAL OPPORTUNITY CLAUSE (CONSTRUCTION OVER $10,000)

The Contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disabilities. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or disabilities.

3. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

PUBLIC HEARING A

City Of South Lake Tahoe

Resolution No. 2004-47

A Resolution of the South Lake Tahoe City Council Conditionally Vacating a Portion (As Described Herein) of Bijou Wagon Road as Public Right-Of-Way

RESOLVED, by the City Council of the City of South Lake Tahoe, that:

WHEREAS, the City Council, in accordance with Article III, Chapter 26 of the South Lake Tahoe City Code and the Street Vacation Act of 1941 codified within the California Streets and Highways Code, adopted Resolution No. 2004-29 declaring its intent to abandon approximately 190 feet of the Bijou Wagon Road right-of-way, along Assessor Parcel Nos. 027-010-04/08/20/21/18; and

WHEREAS, that portion of Bijou Wagon Road public right-of-way which lies along those parcels has been determined to be unnecessary to residents in the vicinity for traffic circulation purposes; and

WHEREAS, this resolution seeks abandonment of said portion of Bijou Wagon Road public right-of-way, described as:

All that real property situated in the City of South Lake Tahoe, County of El Dorado, State of California, as shown on attached map (Exhibit A); and

WHEREAS, a public hearing for which public notice was provided for in accordance with California State Law has been conducted affording all interested persons an opportunity to be heard concerning the abandonment of said right-of-way; and

WHEREAS, the South Lake Tahoe City Council hereby expresses its intent that the following conditions be met as consideration for its abandonment of the above described right-of-way:

1. The adjacent property owners shall bear all costs of any easements that will be required for existing utilities and pay for relocation/abandonment of existing utilities within the abandoned section of Bijou Wagon Road.
2. The applicant shall prepare an adequate historical report documenting whether this small segment of right-of-way was a portion of an early transportation route that may have become U.S. Highway 50
3. If the right-of-way is an historical transportation route, the applicant shall prepare and fund interpretive panels to document the road. Location of the panels shall be consistent with the future multi-use trail planned in this immediate area.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED THAT, upon adoption and subsequent recordation of this resolution, that portion of Bijou Wagon Road right-of-way herein described shall be deemed as having been vacated and will no longer constitute a public street.

PASSED AND ADOPTED by the City Council of the City of South Lake Tahoe on July 20, 2004, by the following votes:

Ayes: Councilmembers DAVIS, LOVELL, BROWN, COLE & UPTON

Noes: Councilmembers _____

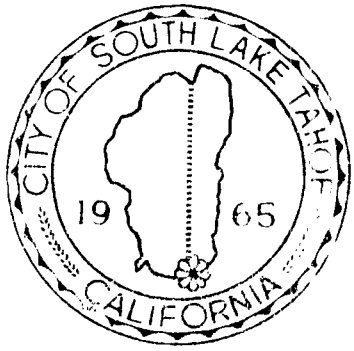
Absent: Councilmembers _____

Abstain: Councilmembers _____

Tom Davis, Mayor

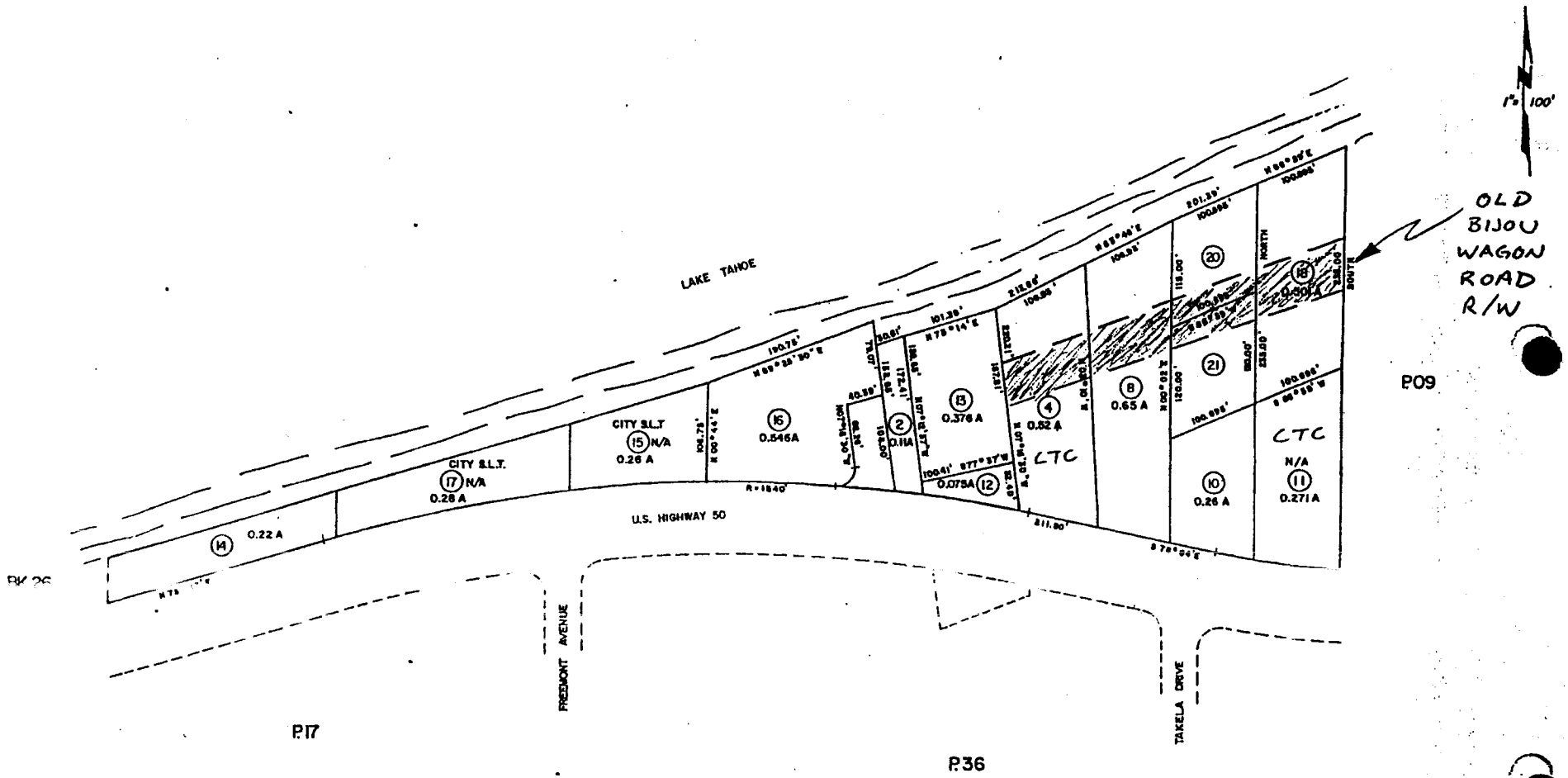
Attest:

City Clerk
City Seal



POR. NW1/4, SW1/4 S. 33., T.13N., R.18E., M.D.M.

Tax Area Code 27:01



THIS MAP IS NOT A SURVEY, It is prepared by the El Dorado Co. Assessor's office for assessment purposes only.

NOTE – Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk. 27 – Pg. 01
County of El Dorado, California

"A"

UNFINISHED BUSINESS

A

UNFINISHED BUSINESS (a)

City of South Lake Tahoe

"making a positive difference now"

STAFF REPORT
CITY COUNCIL MEETING OF JULY 20, 2004

Date: July 14, 2004

TO: Honorable Mayor and City Council Members

FROM: City Manager

RE: **SETTING PRIORITIES WITHIN ADOPTED STRATEGIC PLAN**

RECOMMENDATION:

1. Hear staff report by City Manager
2. Take public comment
3. Approve the setting of the priorities listed below as top priorities within the City's adopted Strategic Plan and direct staff to proceed to develop specific timelines and milestones for implementation.

ISSUE AND DISCUSSION:

The City Council held a study session/workshop on July 12, 2004. At the workshop, the City Council reviewed and discussed the impact of proposed budget cuts on individual City departments, approved a reorganization of City departments, and discussed setting of priorities within the adopted Strategic Plan. Based on City Council comments and suggestions, the City Manager was instructed to bring back to the City Council a list containing the highest priority items within the five goals and seventy objectives contained in the Strategic Plan.

At the July 12th workshop, the City Council stated its intent to see that economic development activities become the top priority for City staff actions. The focus on specific economic development program and activities is consistent with the adopted Strategic Plan and elevates programs and activities within the rubric of economic development to the highest policy and organizational levels.

The following is a list of objectives that have been defined by the City Council as priority activities:

CENTRAL RECORDS
FILE No.: 1021
DTR

Office of the City Manager · 1052 Tata Lane · South Lake Tahoe, California 96150-6324
City Manager · (530) 542-6045 · FAX (530) 542-4054

1. Create a business retention, business expansion and new business attraction program. *Goal #1, Objective #, Goal #2, Objective #11) (Economic Development)*
2. Complete the Tahoe Valley Community Plan (Y) and develop a plan for the overlay of a new or expanded RDA Project Area to assist in plan implementation. *Goal #1, Items #14 & 15 & Goal #2, Objective #6 & 7(Community Development, Redevelopment & Economic Development)*
3. Determine sales tax leakage and take steps to reverse the loss of sales tax revenue. *Revised language of Goal #1, Objective #22. (Economic Development)*
4. Identify funding partners for airport capital needs and maintenance and operations. Revised language - Attract new visitor and business opportunities to the airport to broaden the revenue base there, reduce general fund subsidies, better utilize existing facilities, and improve existing facilities. *Goal #1, Objective 24. Goal #2, Objective #9 (Airport management, Economic Development)*
5. Proceed with work and feasibility evaluations to build a conference/convention center *Goal #2, Objective #1 (Redevelopment)*
6. Encourage and support efforts to develop the Triangle Project, Fantasy Inn Project, and the South west corner site (EVR/RDA property). *Revised language addendum. Goal #2, Objective #2. (Redevelopment & Economic Development)*
7. *Evaluate* City and TRPA land-use designations and regulations and make recommendations for changes to the City General Plan to support clean economic growth. Revised language – *Goal #2, Objective #3 & #8 (Community Development & Economic Development)*
8. Expedite the processing of economic development projects that are consistent with City goals. *Goal #2, Objective 4 (Community Development, Economic Development)*
9. Seek out clean technology businesses to locate in South Lake Tahoe - *Goal #2, Objective #10 (Economic Development, Senior Staff)*
10. Work to secure funds and implement the project for the beautification, environmental enhancements, and improvements to Highway 50 within the City limits. Revised language - *Goal #4, Objective #5 (Public Works, Community Development)*

Discussion

Three additional objectives need further discussion and direction by the City Council.

- Evaluate and report on the cost and timeline to have prepared and presented to the City Council an economic development element as a part of the City's adopted General Plan. Goal #2, Objective #5 (Community Development, Economic Development)

- Assist in the relocation of LTWC to a new site either at the airport or other suitable location Goal #2, Objective #17

- Participation in General Plan Revision process in anticipation and as a part of the P7

Economic Development Element – An economic development element will institutionalize as part of the City's General Plan on an equal footing with other elements of the City's general plan economic policies and considerations in our planning process. As you know, the General Plan is the City's "constitution" for development. Economic development policies could be developed and adopted outside of the General Plan and made just another policy document. These policies would not, however, have the same weight in law as they would have as part of the City's General Plan where the standing of economic development would be elevated in equal importance with all other General Plan elements. The development of the plan would take time and energy to develop just as the development and implementation of specific economic development programs and activities. If South Lake Tahoe residents are going to improve themselves economically and the City is going to have enough revenue to provide essential services and operate programs to protect the environment, then we must structurally think of economic development activities and proposals not simply as within the purview of one department (though we need the a point-person/department). We must institutionalize economic development within the context of all activities that we undertake and the projects we propose on a day-to-day basis.

I respectfully submit that work on an economic development element to the City's adopted General Plan is a good allocation of time and resources to further the City's economic development goals and objectives over the short and long term and should be included in our priority activities for further research and cost determinations. This project would be part of the work program for the new Economic Development Commission in conjunction with the planning commission and it would require assistance from the Community Development Department and the newly created Economic Development Division.

LTWC – The City Council created a City Council committee to assist in the relocation of LTWC. Depending on where the facility is relocated to and whether the operation is expanded into a tourist attraction, there appears to be a potential to have the facility turn into an economic development opportunity. To the extent that the project is grown and developed locally, it could be a "home-grown" economic development project as reported to you by Mayor Davis and MPT Lovell after their recent trip to Tacoma, Washington.

As previously reported to you, if this relocation and growth of LTWC is to be successful a feasibility study should be prepared and business plan developed for the project. Funding for this feasibility study would seem to be something that should be supported in dollars by agencies and organizations whose responsibilities include environmental protection and the protection of habitat of species native to Lake Tahoe.

I believe that within the context discussed above, that the relocation of LTWC and the feasibility of its expansion and development as an environmental asset and economic opportunity should be included in the list of top-priority projects.

P 7 Process - Process – City officials and staff need to move forward with efforts to define community needs, a community vision, and the economic engine that will help make it possible to implement the community's vision. The City of South Lake Tahoe *is more than* a component of a regional plan. City government needs to assist the community in realizing the hopes, wishes, aspirations and concerns of 24,000 people who live, work, and enjoy this beautiful environment. City government needs to devote the energy and resources to develop specific proposals for revising the City's General Plan (taken up as part of the examination of economic development land use opportunities), revise the General Plan and ensure that the City's vision and priorities are consistent with the Regional Plan (P 7). The fully developed and articulated City General Plan will then that is consistent with the emerging regional plan. will then guide the growth and development of the community.

A specific work program for this important activity needs be developed. Issues to consider will be how much of the work can be done internally and how much work will need to be contracted out. A timeframe and cost needs to be developed and brought back for City Council review and action. This process would be an excellent project for the City's Planning Commission to undertake and offer input to the City Council. It is the substance of what makes a city a city.

FINANCIAL AND/OR POLICY IMPLICATIONS

Implementation of the City's Strategic Plan priority goals and objectives are essential for the long-term economic and environmental health of the community. City government must work to create a business-friendly, vital and vigorous economic climate within the context of vigorous environmental protection. The activities proposed above will lead to the development of plans and strategies to create a healthy community for residents, visitors, and the entire business community.

DAVID M. JINKENS

City of South Lake Tahoe

"making a positive difference now"

STATUS OF STRATEGIC PLAN IMPLEMENTATION

As of July 7, 2004

Prepared for Strategic Plan Workshop on July 12, 2004

David M Jinkens
City Manager

Office of the City Manager · 1052 Tata Lane · South Lake Tahoe, California 96150-6324
City Manager · (530) 542-6045 · FAX (530) 542-4054

City of South Lake Tahoe

"making a positive difference now"

STAFF REPORT
CITY COUNCIL MEETING OF JULY 20, 2004

Date: July 14, 2004

TO: Honorable Mayor and City Council Members

FROM: City Manager

RE: **SETTING PRIORITIES WITHIN ADOPTED STRATEGIC PLAN**

RECOMMENDATION:

1. Hear staff report by City Manager
2. Take public comment
3. Approve the setting of the priorities listed below as top priorities within the City's adopted Strategic Plan and direct staff to proceed to develop specific timelines and milestones for implementation.

ISSUE AND DISCUSSION:

The City Council held a study session/workshop on July 12, 2004. At the workshop, the City Council reviewed and discussed the impact of proposed budget cuts on individual City departments, approved a reorganization of City departments, and discussed setting of priorities within the adopted Strategic Plan. Based on City Council comments and suggestions, the City Manager was instructed to bring back to the City Council a list containing the highest priority items within the five goals and seventy objectives contained in the Strategic Plan.

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- Participation in General Plan Revision process in anticipation and as a part of the P7

CITY OF SOUTH LAKE TAHOE STRATEGIC PLAN

PRIORITY IMPLEMENTATION PROJECTS

As of July 7, 2004

PRIORITY (GOAL) #1

ASSURE FUNDING TO SUPPORT CITY OPERATIONS, INFRASTRUCTURE, AND FUTURE CITY PROJECTS

The priorities and goals in numbers 1 and 2 are the cornerstones for all other priorities. Without adequate funding, the City is unable to achieve activities defined within other goals and objectives.

Activity/Objective	Person(s) Responsible	Priority Level	Status
1. Oppose State budget cuts	City Council City Manager	High	City officials actively participated in state-wide effort to oppose cuts
2. Increase collection efforts to recover all revenues owed to City of South Lake Tahoe	Dir of Finance	High	Collection of TOT, business license fees, sales tax revenue has increased. Vacation rental audits are underway.
3. Gain support for legislation allowing local vote on sales tax	City Council City Manager	High	City officials lobbied legislators and the League of California Cities along with other officials and were successful.
4. Create business retention business expansion, and new business attraction program	Econ Develop	High	Not completed! Creation of program dependent on creation of ombudsman program. Will be included in reorganization report submitted by CM as part of budget discussion.
5. Inventory and evaluate all City leases (City as lessee and lessor)	Finance Depart City Clerk	Medium	Partially completed
6. Identify on a map all City & RDA owned real property with an estimated value of same and all City assets, TAU's, land coverage credits	Administration Public Works Redevelopmen Community Development		Report on TAU's sewer units, coverage, and water assets completed and sent to TRPA for review. City land identified but not yet placed on a map.
7. Review and evaluate City service and development impact fee	All City departments		Service fees updated in 2004. Development impact fees not yet completed.
8. Present report with recommendations for adoption of interim development impact fees	City Manager Dir of Finance City Attorney	High	Report not completed.
9. Define a process, fee amount and bring before the voters a parcel tax increase for snow removal equipment -define equipment needed	City Manager Special Counsel Director of PW Dir of Finance	High	Partially completed. County/City coordination continuing. City Council requested County CSA action to hold hearings to increase fee by 1/05.Cost sharing of needed studies prepared. Report to City Council in July 2004

Activity/Objective	Person(s) Responsible	Priority Level	Status
10. Bring forward City Hall relocation plan, financing, design & construction schedule	Dir. of CD Senior Staff	Medium	City Council action on July 6 directing examination of County –owned site. Council subcommittee formed to deal with County.
11. Evaluate costs of MOU's partic. methodology for funding retiree Heath, PERS, other benefits & discussions with rep. organizations	City Manager Dir. Finance Health Admin	High	Meet and confer process with reps. of recognized employee groups underway.
12. Evaluate proposal to provide building inspection services to County	Director of CD Building Official	Medium	Work program for analysis done. Review underway with report to be made in August 2004.
13. Evaluate option to provide dispatch services to EDC for Sheriff's Dept.	Chief of Police	High	Sheriff's Department not interested in City providing this service.
14. Complete Community Y Plan	Director of CD	Medium	Renamed to Tahoe Valley Community Plan, Council-appointed committee working on plan development. Progress being made.
15. Develop analysis of overlay of RDA plan on Community Y	RDA	Medium – Should be a High Priority Item	Task still needs to be accomplished. RDA funds need to be budgeted to undertake work.
16. Upgrade computer software to improve business license, TOT, and other revenue tracking	Finance IS	High	Completed - Purchase of new business license software completed and system installed.
17. Evaluate and make recommendations. re: City police taking over security and parking services now being contracted out	Chief of Police Parks Superintendent	Medium	Evaluation completed. Police can handle at a level of service that is less than what is presently provided.
18. Develop a program to reduce fire risks by examining allowable building materials and fire sprinklers	Fire Chief Building Official	Medium	Grant secured for fire plan and code amendments nearing completion for presentation to the City Council.
19. Expand & further develop fire prevention programs	Fire Chief	High	Business inspection program begun.
20. Examine all contracts for City services to determine cost/ benefit	Affected City Departments	High	Partially completed
21. Develop in-house grant-writing capabilities & grant coordinator	City Manager	High	Not completed.
22. Prepare retail sales tax leakage study	RDA Econ Develop	Medium	Re-examining need for a new study
23. Evaluate airport fees and leases and report	Public Works Airport Manager	High	Fees increase and new fees proposed. Work on leases

recommendations			underway but not completed.

Activity/Objective	Person(s) Responsible	Priority Level	Status
24. Identify funding partners for airport capital and maintenance and operations	City Council City Manager Airport Manager	High	Not successful. Neither El Dorado nor Douglas County have expressed and interest in supporting it. New funding problems with airport tower.
25. Seek out as appropriate Federal, State, and private-sector grants to achieve City goals	City Manager Senior Staff	High	Grants for fire safety, housing and economic development have been secured. Staff working on $20 million + Federal and State grant for Highway 50
26. Evaluate whether to partner to improve golf course facility & services	Parks Superintendent.	Medium	Contact with adjacent property owner undertaken. Knox Johnson solicited private-sector participation with City but not yet successful in finding a partner.
27. Identify methods for paying for repair and maintenance of City streets, undertake situation assessment and needed steps	City Manager Public Works Dir. Finance	Medium	Not yet accomplished. This task has grown worse because of State budget cuts. Examining best methodology to repair streets with limited funds.
28. Codify existing financial policies in writing	City Manager City Auditor Dir. Finance	Medium	Partially completed. Purchasing policies codified, administrative procedure for authorization to spend placed in writing. Investment policy in writing. No single source document of all policies is yet available.
29. Define funding alternatives for enhancing and improving public transit – consult with CTS	City Council City Manager Dir. Finance Public Works	Medium	City Council representation on CTS is examining options that are made more complicated by State budget cuts. City endorsed TRPA plan to get more Federal funds for transit vehicles.
30. Develop a volunteer program	Human Resources	Low	Task not yet started. HR Staff reduced.

PRIORITY (GOAL) #2

ACHIEVE A BROADER ECONOMIC BASE

This priority and Priority #1 are the cornerstones for all other priorities. Without adequate funding, the City is unable to achieve activities defined within other priorities. I've added a few suggestions below that I believe are consistent with statements and priorities identified by the City council.

Activity/Objective	Person(s) Responsible	Priority Level	Status
1. Proceed with work and feasibility evaluations to build a conference/ convention center, DDA	RDA Financial Advisors Legal counsel	High	RDA acted to solicit a consolidated proposal from impacted and interested property owners. A consolidated proposal has not yet been received. Status pending responses.
2. Encourage and support efforts to develop the Triangle Project	RDA	High	Interested parties want RDA subsidy to develop Triangle and funds are not available. Focus of staff work is on conference convention center.
3. Evaluate City and TRPA land–use regulations relating to business activity & regulations and make appropriate recommendations that increase business & environ. friendliness – what changes are needed in City General Plan?	City Manager CD Senior Staff	High	Work on these efforts has been proposed by the City Manager as part of the P-7 Process in coordination with TRPA. A City position paper was developed suggesting development of City General Plan recommendations consistent with Regional Plan. Commitment of dollars and City staff resources are being determined. Dialogue with TRPA Executive Director underway.
4. Expedite the processing of economic development projects that are consistent with City goals	CD Senior Staff	High	Not completed – associated with land-use issues and processing both in the City and TRPA –linked to City General Plan policies and economic development activities.
5. Evaluate and report on the cost and timeline to have prepared and presented to the City Council an economic development element as part of the City's adopted General Plan	City Manager CD Econ Develop	Medium	Not completed – Pending outcome of CM Budget proposals for reorganizing economic development function.
6. Process, if feasible, a project area amendment or create a new redevelopment project area at the Y	RDA	Medium – Recom. change to High Priority	Funding needed to develop plan and coordinate its preparation to completion of Tahoe Valley Community Plan (Y).
7. Implement Community Y Plan	CD	Medium-	Planning phase underway and not yet completed. Update & presentation to City Council in June-July 2004 timeframe.

8. Identify lands suitable for desired economic development projects and amend General Plan accordingly	CD Director Senior Staff	Medium –Should be High	Dialogue between City Manager and TRPA Executive Director is underway to coordinate City General Plan efforts with P 7 process.
9. Examine specific land use opportunities for economic development and revenue enhancement at the airport	CD Econ Develop Airport Manager	High	General Plan and land use in conjunction with P-7 process and economic development reorganization
10. Seek out clean technology businesses to locate in SLT	Senior Staff	Medium	Funds for V-3 Program secured. Full program will depend on land-use decisions and reorganization in economic development.
11. Develop a selected business attraction program to broaden economic base	Econ Develop Senior Staff	Medium	Part of CM proposed economic development reorganization.
12. Seek establishment of state- of- the- art air service to SLT airport	City Council Senior Staff	High	Active efforts to secure FAA operating grants were made, work with interested airlines has taken place, attempts to gain support from large business beneficiaries has not been successful. FAA funding for Airport Tower substantially reduced.
13. Determine feasibility of annexing within City sphere	CD	Medium	Not actively being pursued
14. Develop and bring back a proposal to relocate the Visitors Center to the airport	Airport Manager	Medium	Council Committee formed. CTC agreed to fund study of use of airport as visitors center.
15. Evaluate Sister City opportunities in consult with Chamber & LTVA	Senior Staff	Unrated	Action on this proposal has not yet been taken.
16. Promote economic dev. goals with help of LTVA & Chamber, create economic development ombudsman	City Manager Econ Develop	High	Budget issue that is part of staff reduction. Ombudsman still needed.
17. Assist in relocation of LTWC to a new site either at Airport or other suitable location	Public Works, Community Development	Medium	Council Committee visited Northwest Trek in late Juneand will be reporting back on findings in July, 2004.

PRIORITY (GOAL) #3

PROVIDE STATE OF THE ART EFFICIENT AND EFFECTIVE SERVICES

Regular updates will be provided on our progress to achieve City priorities. As priorities are completed, other priorities can be added.

Activity/Objective	Person(s) Responsible	Priority Level	Status
1. Seek additional technology upgrades to make delivery of services to the public and the processing of City work more efficient	Senior Staff	Medium	Not completed. Funding and time issue.
2. Improve telephone service to better serve the public	Purchasing Agent	High	Deferred until new City Hall built
3. Move City departments into a new City Hall	City Manager Senior Staff	High	City Council directed consideration of joint use site on County property.
4. Provide cross training of staff to improve flexibility and professionalism	Senior Staff	High	Ongoing
5. Determine feasibility of City providing contracted services. w/ Fed., State & local agencies	Senior Staff		Not completed. City provides security services to the CTC for open space lands
6. Examine ways to consolidate government services where practical to prevent duplication of service	Senior Staff		City Council approved hiring Citygate to undertake fire consolidation feasibility study on June 1, 2004.
7. Examine shared use of space for City facilities & services. w/ other governmental entities	Senior Staff	Medium	Partial – Dialogue with County begun to determine if City/County offices feasible.

PRIORITY (GOAL) #4

ENHANCE THE QUALITY OF LIFE FOR ALL

Activity/Objective	Person(s) Responsible	Priority Level	Status
1. Develop a pilot affordable housing/mobile-home conversion	RDA Housing Division	Medium	Not yet completed
2. Seek funding of grants for programs to improve recreation and other ways to offer self-sufficient recreation	Parks & Rec.	Medium	Ongoing
3. Continue EIP projects within the availability of capital & maintenance and operation resources	Public Works Parks & Rec.	Medium	Ongoing
4. Seek grants to improve bicycle interconnectivity and use	Public Works Grants Coordinator	Medium	Not completed.
5. Work to secure funds for the beautification and improvement of Highway 50 Corridor	City Council City Manager Public Works	High	*Work underway.* First allocation of $4 million for project secured. Working on development of maintenance cost recovery for improvements. Report to City Council on entire project in July 2004.
6. Promote a comprehensive regional transportation system working with Chamber, LTVA, TDD & TRPA with adequate funding for same	City Council City Manager Airport Manager	High	Not completed. CTS and regional transit agency examining options
7. Work to create and strengthen community-oriented policing	Police Chief	High	Underway and ongoing.
8. Establish relationships with existing neighborhood associations	City Council City Manager	Medium	Not completed
9. Identify resources for improving existing drainage Grants Coordinator system in City of South Lake Tahoe	Public Works	Medium	Not completed
10. Continue seeking affordable housing grant funds that are consistent with adopted Housing Element goals policies & other City priorities	Housing Division	High	Ongoing

PRIORITY (GOAL) #5

ENCOURAGE OPEN PARTICIPATORY GOVERNMENT

There are many venues available to us to promote open participatory government. We are identifying those activities that appear to be the most affordable and effective.

Activity/Objective	Person(s) Responsible	Priority Level	Status
1. Develop & publish at least a quarterly a City newsletter	CM Office	High	Not completed. Staff resources needed to complete.
2. Conduct public meetings & City workshops as needed to inform the City Council and public	City Council	Medium	Scheduled.
3. Better utilize TV stations 21 and other media to disseminate City departments public information	City Manager City Clerk	High	Equipment replaced. More programming and informational items being broadcast. Work in progress.
4. Examine value and cost of a City-wide internship program for qualified students	Human Resources	Medium	Not completed.
5. Hold periodically City Council meetings in convenient community locations as needed	City Council	As needed	To occur in 2004.
6. Participate in student Government day	City Council Senior Staff	Medium	Completed.
7. Conduct City resident satisfaction survey	City Manager Senior Staff	Medium	Resident opinion survey prepared and sent out under auspices of Council Committee with excellent response.
8. Create a customer suggestion hot line	City Manager City Clerk	Medium	Not completed
9. Give regular updates to City Council and public re: progress to achieve City goal	City Manager	Medium	Not completed. This is the first.
10. Examine costs of creating a web-based interactive community poll for particular issues/concerns that arise	City Clerk IS	Medium	Completed. Software in place.

CITY OF SOUTH LAKE TAHOE
CITY COUNCIL
SOUTH TAHOE REDEVELOPMENT AGENCY

SPEAKER/COMMENT FORM

PLEASE FILL OUT COMPLETELY AND GIVE TO THE CITY CLERK

AGENDA ITEM NO. 4B(b)

(Please complete one Speaker Form per Agenda Item)

Note: The purpose of the Speaker Form is to provide the Mayor with the number of persons wanting to speak on a specific agenda item. It is also used to accurately spell your name in the Official Minutes. Your address will not be contained in the Minutes. The reason we request your mailing address is so that the City Clerk's Department can provide you with an agenda when and/or if this item is heard again by the City Council/South Tahoe Redevelopment Agency in the future.

NAME: Juan Chavez

MAILING ADDRESS:

PHONE: (optional):

COMMENTS: Item 4B, unfinished business

B

SOUTH TAHOE REDEVELOPMENT AGENCY

Participating in Public - Private Partnerships
for a Better Future

STAFF REPORT
City of South Lake Tahoe City Council/Parking Authority
Meeting of July 20 2004

TO: David M. Jinkens, City Manager/Executive Director

FROM: Eugene M. Palazzo, Redevelopment Manager

DATE: July 14, 2004

SUBJECT: Report on operation and financial status of the Public Parking Garage and Parking Enforcement for June 2004

RECOMMENDED ACTION:

Receive and File Report on operation and financial status of the Public Parking Garage and Parking Enforcement for June 2004.

DISCUSSION:

June Public Parking Garage Operations Report

Attached (Exhibit A) is the Revenue Summary Report for the Parking Garage for the month of June. During this month the total revenue was $37,897. This includes ticket sales and parking passes. On the expenditure side, the operational costs for Standard Parking and various operating expenses for the month of June totaled approximately $24,694. A Bond Payment of $306,156 was also made in June.

Exhibit B shows actual expenditures for fiscal year 2003/04 through June 2004 with projected expenditures through the end of the fiscal year. Exhibit C shows the estimated monthly cash flow projections for FY 2004-05. The Authority is hopeful that Operating Revenues will be significantly greater in 2004-05. However, if current revenue and expense generation patterns continue through 2004-05, the Gross Revenues will be insufficient to meet both maintenance and operation costs and Annual Bond Service after May 2005.

CENTRAL RECORDS
FILE No.: 1273

1052 Tata Lane • South Lake Tahoe, CA 96150

General Information (530) 542-6016 | Analyst (530) 542-7403 | Manager (530) 542-6044 | Fax (530) 542-4054

Public Parking Garage Rates

On June 23, 2004, new rates were implemented at the garage. The new rates include: First hour free - seven days a week. A $5.00 per hour charge after the first hour, to a maximum of $15 on Monday – Friday. A maximum rate of $20 on Saturday and Sundays. Early bird special: in before 10am and out by 6pm – only $10 all day and $3.00 flat rate seven days a week after 5pm.

Staff requested Standard Parking to evaluate the new rate schedule. Attached is a letter from Standard Parking dated July 14, 2004, with their review of the new rates. The letter includes a recommendation to go back to the $1.75 per half hour rate with no free parking.

Public Parking Garage Feasibility Study Projected Numbers

At the June 15, 2004, City Council meeting Mayor Davis requested that this report include the Parking Garage Feasibility Study projected numbers. Attached is the Park Avenue Parking Feasibility Study dated July 9, 2002. Based on staff review of the report there are two ways to compare projected numbers.

The first way is to compare actual revenue and expenses with projections. Comparing Exhibits B and C with Table 4-5 of the Feasibility Study shows comparable operating expenses with a revenue short fall of approximately one million dollars. The second way to compare is by actual number of cars using the garage. This is more difficult because the Feasibility Study analyzed the number of cars visiting the garage on a daily basis based on the number of parking stalls occupied per hour and the data currently collected is based on number of vehicles visits per day.

Staff spoke with Ron Foster, of Wilbur Smith Associates, who prepared the Feasibility Study. There are two items to analyze when reviewing the revenue of the garage. These are: 1) Parking Rates and 2) Parking Demand. The Feasibility Study recommended a rate structure that has been significantly changed. In addition it is difficult to compare data when the rates continue to change. Providing free parking is also a detriment to generating revenue for the public garage and was not anticipated when the Feasibility Study was prepared.

Most of the parking demand estimates were based on previous WSA study research and on industry standards (ITE Parking Rates) and then applied to the types of proposed land uses considered for the project at the time. In addition, Heavenly provided data and input in terms of what they thought the Gondola would likely generate for parking demand. A number of scenarios were developed that estimated annual revenue at less than a million up to 1.5 million. Ultimately all other revenue estimates were dropped and it was determined to go with the aggressive fee structure that you see in the final. Ron Foster explained that there is nothing wrong with this fee structure in a prime tourist destination market when you are not competing with over 10,000 free casino spaces within walking distance. It was further explained that projected public parking use numbers for the study came from the stakeholders (Heavenly Village property owners & investors) because of their knowledge of the local market.

Parking Enforcement Summary

Exhibit D shows tickets written from June 2003 through June 2004. The Exhibit also shows the number of contested tickets broken down into numbers dismissed and upheld (Complete data for contested tickets was unavailable for June – September 2003.) and the total revenue and expenses per month. Some of the revenue for the tickets written will take two to three months before actual receipt by the City. There are a number of reasons for this which include tickets that are contested that take a while to go through the process and people who do not pay promptly.

APPROVED:

Eugene M. Palazzo
Redevelopment Manager

David M. Jinkens
City Manager/Executive Director

Attachments

Rate Review and Recommendation Letter dated July 14, 2004 from Standard Parking
Exhibit A: Public Parking Garage Revenue Summary
Exhibit B: Actual Expenditures with Projections FY 2003-04
Exhibit C: Estimated Monthly Cash Flow Projections FY 2004-05
Exhibit D: Parking Enforcement Summary
Park Avenue Parking Feasibility Study

Standard Parking®

David Venancio
Senior Manager
300 Capitol Mall
Sacramento, CA 95814

(916) 443-3191 • Fax (916) 443-6221

July 14, 2004

Mr. Eugene Palazzo
City of South Lake Tahoe
1052 Tata Lane
South Lake Tahoe, CA 96150

RE: Rate Review and Recommendations for the Park Avenue Garage

Dear Gene,

Per your request, we have reviewed the results of the rate change which was implemented on June 23rd, 2004. It should be noted at this point that statistical analysis at this location is very difficult because of the location's age and the number of rate changes which have happened in such a short time. It should also be noted that modifications in consumer trends take time and that the Park Avenue Garage has only been open for one year.

Due to the short time frame of the new rates we have analyzed the week before the rate change and the week after. In the week before the change (June 16th – 22nd) 2139 tickets where collected for a total revenue of $10,578. This resulted in an average ticket of $4.95. For the first week after the change we collected 375 more tickets for a total of 2514. Unfortunately revenue did not increase it in fact was $873 less for a total of $9747, resulting in a ticket average of $3.88 - a full $1.07 less. For a location that can average 10,000 tickets in a month the ramifications of this sort of drop in revenue are obvious.

A further look at some other numbers supports the conclusion that while the new rate structure may be fostering good will within the community it may not be best for revenue collection. In February of this year the garage issued 727 tickets where no revenue was collected (1/2 hour free). In contrasted June issued 2254 free tickets. The total number of tickets processed by the garage for June was 9% less than February yet revenue was down by 49% ($65,705 vs. $33,640).

Based on the analysis of the historical revenue and ticket information, we recommend applying the weekend rates (pre June 23rd) to the entire week with no free parking. This would simplify the rate structure and increase revenues while maintaining the relatively low $1.75 incremental rate (which should be a primary focus if you are trying to attract short term customers without giving away parking). It is our opinion that this would be the best option to strike a balance between encouraging short term parking and maximizing revenues.

Please keep in mind that we are anticipating a 10-20%, or greater, increase in traffic over last summer (Garage opened in June of 2003) . This is due to the evolving nature of this development which, compared to last summer, has higher retail occupancy, increased public awareness, and improved on-street signage.

Please feel free to contact me if you have any questions or if you would like to receive more detailed information about the statistics we have prepared.

Sincerely,

David Venancio
Senior Manager, Operations

RCGR074 RCTR074 JLY Statement Basis REVENUE SUMMARY REPORT 7/06/04 10:09:20 PAGE: 1 OF 1

LOCATION: 8024S AVENUE GARAGE 2004 JUNE NUMBER OF SPACES: 422 CASH

DT DAY	DAILY	METER	MONTHLY	VALIDATN	COUPON	MISC.	EVENT	TOTAL REV	SALES TAX	NET REV	+/-	AVG $	REVTKT	ISSUED	COLL.	NETINV	VAR.
01 TUE	148.50		350.00					498.50		498.50		4.13	36	81	79	2	
02 WED	218.75							218.75		218.75		3.84	57	125	124	1	
03 THU	285.25		450.00					735.25		735.25		3.75	76	131	133	2-	
04 FRI	371.00		375.00					746.00		746.00		3.79	98	127	115	12	
05 SAT	658.50		1125.00					1783.50		1783.50		4.88	135	162	152	10	
06 SUN	847.00		75.00					922.00		922.00		5.84	145	203	210	7-	
07 MON	378.50		75.00					453.50		453.50		3.86	98	149	156	7-	
WEEK 1	2907.50		2450.00					5357.50		5357.50		4.51	645	978	969	9	
TOTALS	2907.50		2450.00					5357.50		5357.50		4.51	645	978	969	9	
08 TUE	310.75		600.00					910.75		910.75		4.20	74	127	127		
09 WED	377.75		225.00					602.75		602.75		4.29	88	153	153		
10 THU	250.50		225.00	175.00				650.50		650.50		2.98	84	165	164	1	
11 FRI	1680.25		150.00					1830.25		1830.25		6.59	255	284	283	1	
12 SAT	2229.50							2229.50		2229.50		6.21	359	412	394	18	
13 SUN	2140.00							2140.00		2140.00		6.84	313	332	339	7-	
14 MON	1406.00							1406.00		1406.00		5.96	236	302	302		
WEEK 2	9394.75		1200.00	175.00				9769.75		9769.75		5.96	1409	1775	1762	13	
TOTALS	11302.25		3650.00	175.00				15127.25		15127.25		5.50	2054	2753	2731	22	
15 TUE	1091.50		450.00					1541.50		1541.50		5.87	186	254	251	3	
16 WED	1048.75							1048.75		1048.75		5.38	195	285	286	1-	
17 THU	983.00							983.00		983.00		5.12	192	278	276	2	
18 FRI	1459.50							1459.50		1459.50		5.84	250	286	288	2-	
19 SAT	2409.50							2409.50		2409.50		6.14	374	401	401	0	
20 SUN	2099.25							2099.25		2099.25		6.82	308	332	331	1	
21 MON	1334.75		75.00					1409.75		1409.75		5.70	234	294	291	3	
WEEK 3	[illegible]		[illegible]					[illegible]		[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
22 TUE	[illegible]							1169.75		1169.75		3.80	308	333	334	1-	
23 WED	1209.50							1209.50		1209.50		8.01	151	297	299	2-	
24 THU	882.00							882.00		882.00		7.88	112	247	248	1-	
25 FRI	1648.00						332.50	1980.50		1980.50		7.49	220	360	353	7	
26 SAT	2056.00		100.00					2156.00		2156.00		7.56	272	495	483	12	
27 SUN	1493.00							1493.00		1493.00		7.32	204	398	393	5	
28 MON	937.00							937.00		937.00		6.99	134	347	342	5	
WEEK 4	9395.25		100.00				332.50	9827.75		9827.75		6.71	1401	2477	2452	25	
TOTALS	31123.75		4275.00	175.00			332.50	35906.25		35906.25		5.99	5194	7364	7310	54	
29 TUE	884.50							884.50		884.50		5.82	152	370	367	3	
30 WED	1106.00							1106.00		1106.00		6.66	166	372	370	2	
WEEK 5	1990.50							1990.50		1990.50		6.26	318	742	737	5	
TOTALS	33114.25		4275.00	175.00			332.50	37896.75		37896.75		6.01	5512	8106	8047	59	
ADJUST																	
ADJTOT	33114.25		4275.00	175.00			332.50	37896.75		37896.75		6.01	5512	8106	8047	59	

AVERAGES FOR DAILY REVENUE AND TICKETS COLLECTED

WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
415.36	1199.25	1489.46	1342.18	995.25	1644.81	1014.06	721.00	792.15	600.19	1289.69	1838.38
138	251	303	349	368	318	272	231	245	204	258	357

EXHIBIT A

Exhibit B - Monthly Cash Flow Projections - 2003-04

	OCTOBER 2003	NOVEMBER 2003	DECEMBER 2003	JANUARY 2004	FEBRUARY 2004	MARCH 2004	APRIL 2004	MAY 2004	JUNE 2004	JULY 2004	AUG 2004	SEPT 2004	TOTAL
									PROJECTED	PROJECTED	PROJECTED		
Beginning Balance (1)	$ 540,592	$ 536,745	$ 564,406	$ 290,404	$ 320,952	$ 371,907	$ 605,827	$ 623,393	$ 626,890	$ 333,937	$ 368,720	$ 403,503	$ 540,592
Operating Revenues	$ 20,034	$ 46,240	$ 60,810	$ 67,335	$ 76,117	$ 68,553	$ 44,464	$ 22,703	$ 37,897	$ 60,000	$ 60,000	$ 30,000	$ 594,153
Surplus Special Tax Rev.						$ 190,000							$ 190,000
Over all Cash Balance	$ 560,626	$ 582,985	$ 625,216	$ 357,739	$ 397,069	$ 630,460	$ 650,291	$ 646,096	$ 664,787	$ 393,937	$ 428,720	$ 433,503	$ 1,324,745
Expenses													
Operating Expenses	$ 23,881	$ 18,579	$ 28,656	$ 36,787	$ 25,162	$ 24,633	$ 26,898	$ 19,206	$ 24,694	$ 25,217	$ 25,217	$ 25,952	$ 304,882
Annual Bonds Service			$ 306,156						$ 306,156				$ 612,312
PADMA													$ -
Deferred Maintenance												$ -	$ -
Total Expenses	$ 23,881	$ 18,579	$ 334,812	$ 36,787	$ 25,162	$ 24,633	$ 26,898	$ 19,206	$ 330,850	$ 25,217	$ 25,217	$ 25,952	$ 917,194
Ending Balance	**$ 536,745**	**$ 564,406**	**$ 290,404**	**$ 320,952**	**$ 371,907**	**$ 605,827**	**$ 623,393**	**$ 626,890**	**$ 333,937**	**$ 368,720**	**$ 403,503**	**$ 407,551**	**$ 407,551**

(1) Includes the following:

Capitalized Interest	$ 359,013
M & O	$ 88,750
Revenue Fund	$ 92,829

Note: Actual for period October through May and projections there after.

EXHIBIT B

Exhibit C - Monthly Cash Flow Projections - 2004-05

	OCTOBER 2004	NOVEMBER 2004	DECEMBER 2004	JANUARY 2005	FEBRUARY 2005	MARCH 2005	APRIL 2005	MAY 2005	JUNE 2005	JULY 2005	AUG 2005	SEPT 2005	TOTAL
Beginning Balance (1)	$ 407,551	$ 396,551	$ 495,551	$ 218,395	$ 252,395	$ 291,395	$ 330,395	$ 339,395	$ 328,395	$ (48,761)	$ (19,761)	$ 9,239	$ 407,551
Operating Revenues	$ 20,000	$ 50,000	$ 60,000	$ 65,000	$ 70,000	$ 70,000	$ 40,000	$ 20,000	$ 35,000	$ 60,000	$ 60,000	$ 30,000	$ 580,000
Surplus Special Tax Rev.		$ 80,000											$ 80,000
Over all Cash Balance	$ 427,551	$ 526,551	$ 555,551	$ 283,395	$ 322,395	$ 361,395	$ 370,395	$ 359,395	$ 363,395	$ 11,239	$ 40,239	$ 39,239	$ 1,067,551
Expenses													
Operating Expenses	$ 31,000	$ 31,000	$ 31,000	$ 31,000	$ 31,000	$ 31,000	$ 31,000	$ 31,000	$ 31,000	$ 31,000	$ 31,000	$ 31,000	$ 372,000
Annual Bonds Service			$ 306,156						$ 381,156				$ 687,312
PADMA													$ -
Deferred Maintenance												$ 50,000	$ 50,000
Total Expenses	$ 31,000	$ 31,000	$ 337,156	$ 31,000	$ 31,000	$ 31,000	$ 31,000	$ 31,000	$ 412,156	$ 31,000	$ 31,000	$ 81,000	$ 1,109,312
Ending Balance	**$ 396,551**	**$ 495,551**	**$ 218,395**	**$ 252,395**	**$ 291,395**	**$ 330,395**	**$ 339,395**	**$ 328,395**	$ (48,761)	$ (19,761)	$ 9,239	$ (41,761)	$ (41,761)

(1) From Exhibit B.

EXHIBIT C

Parking Citation Analysis

Citations Written	JUNE 2003	JULY 2003	AUG 2003	SEPT 2003	OCT 2003	NOV 2003	DEC 2003	JAN 2004	FEB 2004	MARCH 2004	APRIL 2004	MAY 2004	JUNE 2004	JULY 2004	AUG 2004	SEPT 2004	TOTAL
Village Center Parking 18-72	375	308	30	92	48	124	174	81	116	300	163	103	92				2,006
No Parking Zones 16-36.1	20	27	11	5	12	72	81	42	39	36	26	18	47				436
Two Hour Parking 16-39.1	25	70	66	41	68	56	71	51	42	51	35	33	13				632
Facing Wrong Way 16-44	1	55	70	30	19	7	19	22	31	39	22	10	17				
Illegal Parking 16-38								1									
Pakring in Bus Zones 16-47								3		1							4
Total Per Month	421	460	177	168	147	259	345	200	228	437	246	164	169	0	0	0	3,421
Contested Tickets																	
# of Dismissed Tickets		26	8	73	19	12	36	13	14	13	16	1	25	14			270
# of Tickets Upheld					[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]
Dismissed from Hearing			1	5	2	7	1	9	1	1	11	5					43
TOTAL REVENUES		$(9,300)	$(8,735)	$(4,924)	$(6,952)	$(4,967)	$(3,833)	$(10,928)	$(6,578)	$(12,376)	$(12,147)	$(8,289)	$(5,613)				$(94,642)
TOTAL EXPENSES	$ 2,160	$ 7,200	$ 7,440	$ 8,597	$ 7,440	$ 7,200	$ 8,359	$ 8,009	$ 7,221	$ 7,440	$ 11,715	$ 7,440	$ 7,220				$ 97,441

Updated July 14, 2004

EXHIBIT D

PARK AVENUE PARKING FEASIBILITY STUDY

prepared for

City of South Lake Tahoe Redevelopment Agency

ENGINEERS
PLANNERS
ECONOMISTS

Wilbur Smith Associates

July 9, 2002

Chapter 1
INTRODUCTION

The purpose of this analysis is to evaluate the financial feasibility of a proposed 422 space parking structure that would serve the City of South Lake Tahoe Park Avenue Redevelopment Project. Construction of the mixed-use redevelopment project is currently underway and is scheduled for completion in November 2002 with the exception of a few retail components that are scheduled to open by March 2003. The Heavenly Resort gondola, which represents a key project element, has been open and operating since December 2000. The redevelopment project area is located on the mountainside of Highway 50 between Pioneer Trail in a generally westerly direction and the Embassy Suites Hotel at Stateline toward the east. Figure 1-1, shows the Park Avenue Redevelopment Project components and location.

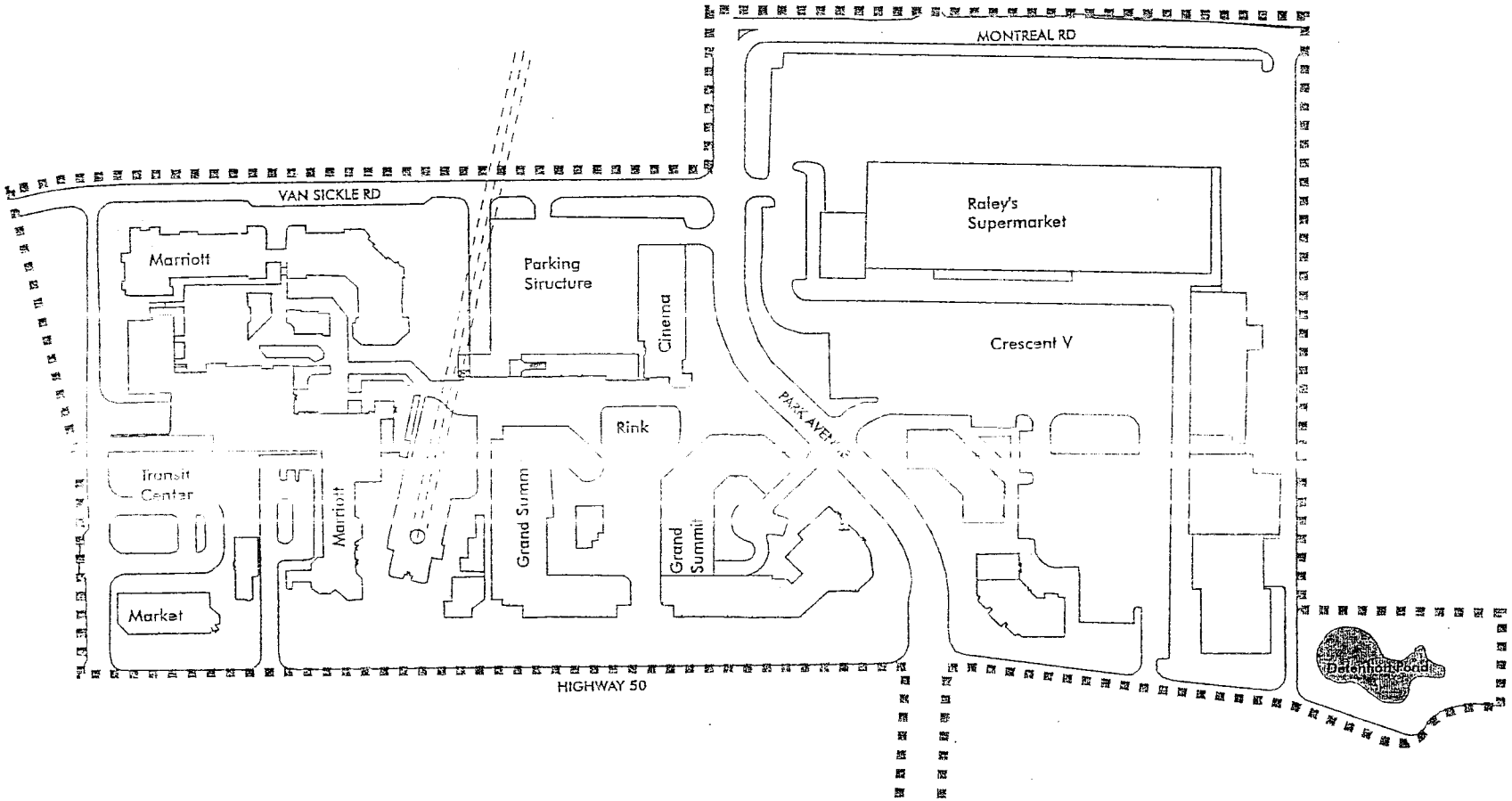
STUDY APPROACH

This study includes parking demand estimation and projection of revenues. More specifically, the report provides information and analysis for the following topics:

- description of the redevelopment project;
- description and cost estimate of the parking structure;
- existing parking supply and demand;
- projected parking supply and demand per individual land use;
- refined parking demand, shared parking, types of demand and seasonal fluctuations;
- estimated use; and
- estimated revenue.

Data collection for the study was conducted during the winter/spring of 2001. Some of the data was collected at the site of the gondola operation during March and captured peak parking usage and demand conditions. Updated information related to gondola operations was taken in October 2001. Much of the data used in this report was developed from previous studies conducted in the area and from recent Wilbur Smith Associates (WSA) parking studies in other western resort locations.

Assessing the feasibility of a parking structure is a complex undertaking, particularly in a resort community like South Lake Tahoe that has seasonal fluctuations in population and parking needs. Parking is inextricably linked with land use activities. These activities determine not only what kind of parking is needed, but also parking requirements in terms of number of spaces. Combinations of certain land uses in a mixed use project make shared parking a viable and preferred alternative to providing an absolute number of spaces for each activity center. Shared parking is considered in this study with respect to the project parking demand and required parking supply.



Study Area

Ski Gondola

Figure 1-1
BASEMAP

WILBUR SMITH ASSOCIATES

362800\BASE/6-14-01

Chapter 2
PROPOSED REDEVELOPMENT PROJECT

OVERVIEW

The Park Avenue project is planned as a hotel, commercial/retail and entertainment development. The project area is roughly divided in half by Park Avenue with the gondola, hotels, retail entertainment uses located on the east parcel. This parcel will include a transit center and the proposed 422 space parking structure. The existing Crescent V Shopping Center occupies the parcel west of Park Avenue and will undergo expansion and remodeling as part of the overall redevelopment project. Table 2-1 shows a summary of project land uses and associated parking supply.

Table 2-1
PARK AVENUE REDEVELOPMENT PROJECT

Land Use	Quantity	Parking Spaces
East of Park Avenue		
Marriott Timber Lodge		
Rooms	265 (465 keys)	376
Bar/Lounge	2,000 sq. ft.	
Grand Summit		
Rooms	199 (335 keys)	262
Retail	52,500 sq. ft.	
Restaurants	15,000 sq. ft.	
Cecil's Market	27,000 sq. ft.	
Transit Center	2,000 sq. ft.	
Annex		
Retail	7,200 sq. ft.	
Cinema	890 seats	
Ice Rink	5,000 sq. ft.	
Parking Structure	4-levels	422
Transit Center		3
Parking Supply Subtotal (east):		***1,063***
West of Park Avenue		
Crescent V		
Supermarket	29,000 sq. ft.	
Gen. Commercial	33,000 sq. ft.	
Other Existing Commercial	52,000 sq. ft.	
Restaurant	7,000 sq. ft.	
New Retail	37,950 sq. ft.	
Total Parking Supply		847
Minus Leased Spaces		450
Spaces Available (west)		397
Parking Supply Subtotal (west):		***397***
Total Available:		**1,460**

The Park Avenue Development Project will include the following components:

The **Marriott Timber Lodge** will construct 265 units located east of the gondola. The hotel is under construction and will provide a total of 465 keys, meaning that up to 233 of the core units can be partitioned into additional lodging for a minimum of 465 units. The Marriott will include a 2,000 square foot Bar/lounge open to the public and a 376 space underground parking garage for exclusive use by guests and some short-time use by patrons of Cecil's Market.

Cecil's Market will occupy the northeast corner of the Project and will consist of 27,000 square feet of commercial floor space. The market will provide limited parking in the Marriott garage. Cecil's Market operated on this site prior to the redevelopment project and based on historical trends it is assumed that most patrons will either walk or will be parked in the Project parking structure. The market, scheduled to open in March 2003, is not expected to create significant parking demand in the Marriott garage.

The **Heavenly Ski Resort Gondola** has been operating since late December 2001. The gondola has an operational capacity of moving 3,000 persons per hour and is located at the center of the eastern Project parcel, between the Marriott and the Grand Summit. The gondola will serve skiers during the winter season and sightseers year-round.

The **Grand Summit Resort Hotel** will construct 191 units west of the gondola. The resort is under construction and will provide a total of 33[illegible] keys with up to 144 of the core units having lock-off capabilities. It will include approximately 15,000 square feet of restaurant space open to the public and a underground garage (262 spaces) for guest parking. Ground level commercial uses, including gift shops, sports equipment stores, fast food and services will occupy approximately 53,000 square feet in and around the resort.

A **Transit Center** is planned on the northeast portion of the Project site, located behind Cecil's Market. The center will provide transit and visitor information and will accommodate up to eleven buses. Three parking spaces will be provided for center employees only.

A **Public Plaza** is planned for the area between the Grand Summit and the public parking structure. The plaza area will include an ice skating rink (approximately 6,000 square feet of surface area) and related Annex area commercial uses (approximately 7,200 square feet).

A **Cinema** providing 890 seats (7-8 screens) will be constructed. The cinema will front Park Avenue and be adjacent to the public parking structure.

The **Parking Structure** would provide 422 spaces on 4-levels. As currently proposed, the garage would provide 332 pay spaces for public parking and 90 leased spaces for private use. The 90 leased spaces are part of the Parking Facilities Agreement and would be made available to the hotels for overflow parking and to property management staff.

The **Crescent V Shopping Center** located west of Park Avenue will undergo renovation and expansion as part of the redevelopment Project. Currently the center includes a Raley's Supermarket and pharmacy. Existing general retail/commercial uses, including a portion of the

supermarket floor space accounts for about 65,000 square feet. A existing sit-down restaurant occupies about 7,000 square feet. The Project will add an additional 38,000 square feet of new commercial space and expand Raley's by 2,000 square feet. The proposed Crescent V parking supply is 397 surface spaces a reduction of 73 spaces from the current supply (470 spaces). There are an additional 450 surface spaces on the site located behind the supermarket. These spaces are currently leased by Harrah's Casino for employee parking. The Casino lease is expected to expire in the near future and will not be renewed by Harrah's. This lot will not be available to shoppers or visitors, but may serve employees of the Park Avenue Project.

Chapter 3
ASSESSMENT OF PARKING DEMAND

Assessing future parking demand for the Park Avenue Redevelopment Project was a principal objective of this study. Parking needs depend on the demand generated by employees, visitors, shoppers and hotel guests; the proportion of trips made by automobile vs. other modes of transportation; the extent of a captive-market environment; and the parking supply available to accommodate the demand.

Managing the balance between parking demand and parking supply can be complex. In South Lake Tahoe, demand is greatest during peak tourist months, particularly during July and August in the summer and February and March in the winter. Supplying enough spaces to accommodate peak parking demand could result in a surplus of parking during non-tourist months. Since construction of parking facilities is an expensive proposition, parking demand needs to be carefully scrutinized.

The Park Avenue Redevelopment Project contains a mixture of land uses. Land uses include hotel/time share, commercial/retail, restaurant entertainment and recreational. Since peak parking demand for many of the land uses vary by time of day and day of the week, there is opportunity to share the parking supply. During evenings, for example, movie theater and restaurant patrons can utilize parking that is used by shoppers and recreational users (e.g., sightseers, skiers, ice skaters) during the day. Shared parking was considered in calculating parking demand for the Park Avenue Redevelopment Project.

METHODOLOGY

The approach used to determine parking demand for the project had multiple steps. The first step involved assessing the individual project components and summarizing these in categories by unit/size. This resulted in the land use groupings shown in Table 2-1, Chapter 2. Next, peak parking generation rates were determined for each land use. Sources for parking generation rates included the Institute of Transportation Engineers (ITE) publication, *Parking Generation*; the Urban Land Institute (ULI) publication, *Shared Parking*; the Urban Land Institute (ULI) publication *The Dimensions of Parking*; Weant and Levinson, *Parking*; and previous Wilbur Smith Associates parking studies.

Because of the mix of land uses, peak rates were factored by time of day and day of the week. Values in the ITE publication, *Parking Generation*, and the ULI publication, *Shared Parking*, were sources for the derivation of the factors. Other adjustments were made in the rates to account for use of transit, walking trips, trips that had multiple purposes (e.g., restaurant trip that also involved shopping), and captive market trips (e.g., employee having lunch at a restaurant or shopping during the lunch hour, hotel patron using the gondola or project restaurants, etc.).

Table 3-1 shows the peak and adjusted parking demand rates used in this study. The values assigned the transit center and gondola represent actual use demand and not rates. The process for developing the gondola parking demand is described in this chapter.

Table 3-1
SUMMARY OF PARKING GENERATION RATES

Land Use	Peak Rate	Summer Weekday Rate	Summer Saturday Rate	Winter Weekday Rate	Winter Saturday Rate	Off-Season Weekday Rate	Off-Season Saturday Rate
Hotel [1]	1.0	0.85	0.95	0.80	0.95	0.55	0.75
Restaurant [2]	9.0	7.7	9.0	7.2	9.0	5.0	6.3
General Retail [2]	3.0	2.5	3.0	2.5	3.0	2.0	2.0
Cinema [3]	0.37	0.31	0.37	0.31	0.37	0.24	0.26
Ice Rink [4]	0.11	--	--	0.11	0.11	0.11	0.11
Gondola [5]	0	308	418	303	438	195	272
Grocery/ Pharmacy [2]	5.0	3.5	5.0	3.5	5.0	3.0	3.5
Transit Center	3	3	3	3	3	3	3

Sources: ITE Parking Generation, ULI Shared Parking, Wilbur Smith and Levinson, Parking, ULI The Dimensions of Parking, WSA data collection, Durango, Colorado, Park City, Utah, Heavenly Gondola data - 2001.
Notes: [1] per unit, [2] per 1,000 sq. ft., [3] per seat, [4] 4:1 ratio, ice surface area to spaces, [5] based on the estimated number of daily gondola users (person trips), converted to vehicle trips at a 2.5 vehicle occupancy rate (VOR).

PARKING DEMAND ASSOCIATED WITH INDIVIDUAL LAND USE

Using the methodology described above and the proposed land uses from Table 2-1, Project parking demand was calculated for each land-use. The results of the calculations of Project peak parking demand are summarized in Table 3-2. In developing Project parking demand, it was necessary to choose and apply parking generation rates, factors related to mode of travel, and factors related to captive market trips. Care was taken to select and use rates and factors that fairly represent activity in a community like South Lake Tahoe. These were derived not only from industry sources, but also from previous studies and experience of consultant staff. Observations made by consultant staff during visits to Durango, Colorado, Park City, Utah and South Lake Tahoe were important in the choice of rates and factors.

The parking demand requirements generated by the individual Project land uses represent an extreme scenario. The total unadjusted demand is estimated at 2,667 spaces. Table 3-2 provides reductions to raw demand numbers based on the likely affects of pedestrian and transit activity to the site. The impact of internal or captive market trips for most of the land uses is also considered. The adjusted raw demand is estimated at 2,038 parking spaces a reduction of approximately 24 percent.

Table 3-2
Individual Land Use - Peak Demand

Property	Land Use	Size	Units	Parking Rate	Parking Demand	Pedestrian Transit Reduction	Captive Market Reduction	Adjusted Parking Demand
Marriot								
265 rooms - 465 keys (1)	Hotel	465	Room Keys	1	465	0%	0%	465
Cecil's Market	Commercial	27	ksf	3	81	45%	30%	20
	Restaurant	2	ksf	9	18	30%	20%	9
Sub-total					564			494
Grand Summit								
191 rooms - 335 keys (1)	Hotel	335	Room Keys	1	335	0%	0%	335
	Commercial	52.5	ksf	3	158	30%	20%	79
	Restaurant	15	ksf	9	135	30%	20%	68
Sub-total					628			481
Annex Area	Commercial	7.2	ksf	3	22	30%	20%	11
Cinema	Cinema	890	seats	0.37	329	40%	10%	165
Plaza	Ice Rink	6	ksf	0.11	66	40%	20%	26
Gondola (2)	Recreation	--	persons	--	438	0%	0%	438
Transit Center	Transportation	4	ksf		3	0%	0%	3
Sub-total					858			643
Total - East of Park Avenue					2,050			1,619
Crescent V								
Raley's Drug/Supermarket		82	ksf					
	Super Market	49	ksf	5	245	10%	10%	196
	Gen. Commercial	33	ksf	3	99	30%	10%	59
	Existing Commercial	32	ks	3	96	30%	10%	58
	Restaurant	7	ks	9	63	30%	10%	38
	New Commercial	38	ks	3	114	30%	10%	68
Total - West of Park Avenue					617			419
Park Avenue Project Total					2,667			2,038

(1) Single unit can be locked-off = 2 units
(2) Gondola parking demand estimate based on *Survey of Winter Visitor*, 1995 JD Franz Research, Estimate of annual ridership and TRPA auto occupancy rate.

Land Use	Demand
Hotel	800
Restaurant	114
Commercial	491
Cinema	165
Gondola	438
Ice Rink	26
Transit	3
	2,038

The adjusted demand represents an initial step in developing project-parking requirements. Remaining steps include factoring seasonal, weekday, weekend and hourly variations and accounting for the percentage of gondola users who are hotel guests and would therefore leave their vehicle parked in the hotel garages. These adjustments are discussed as part of the shared parking analysis. Assumptions related to the individual land use parking demand rates include:

- The hotel parking demand rate accounts for a percentage of guests who do not drive as well as guests who may generate a demand for more than one space per unit.
- Project employee parking will be accommodated in the surface lot located behind Raley's Supermarket. Peak seasonal employee demand is estimated to range between 200 to 250 spaces.
- The Cinema parking demand rate was calculated based on a 890 seat theater.
- The Heavenly Gondola estimate of daily parking demand is shown in Table 3-3. Demand was estimated for a Saturday and weekday for the three seasonal periods.

Table 3-3
SUMMARY OF GONDOLA DAILY SEASONAL PARKING DEMAND

	Summer		Winter		Off Peak	
	Saturday	Weekday	Saturday	Weekday	Saturday	Weekday
Percent Auto Use (1)	55.0%	55.0%	67.0%	67.0%	55.0%	55.0%
Vehicle Occupancy Rate (2)	2.5	2.5	2.5	2.5	2.5	2.5
Estimated Daily Person Trips	1,890	1,400	1,635	1,130	1,420	890
Estimated Daily Vehicle Trips (3)	418	308	438	303	272	195

Notes: (1) Surveys of Winter and Summer Visitors, 1995 JD Franz Research
(2) TRPA Rate, Regional Transportation Plan/Air Quality Plan
(3) Parking demand adjusted for 70 percent captive market.

The estimate of Gondola parking demand is based on travel mode surveys conducted in South Lake Tahoe in 1995. The seasonal surveys identified visitor travel mode choices within the Tahoe Basin. The average level of visitor vehicle occupancy was taken from the Tahoe Regional Transportation Plan. Estimates of daily gondola use (person trips) are based on historic data available from *Heavenly Ski Resort Draft Master Plan EIR/EIS* and on the performance of the gondola in its initial ten months of operation in 2001.

The forecast was based on available daily gondola ridership data. A forecast of 400,000 annual gondola riders was used to calculate parking demand. Historically, the tram has carried double the number of persons between June and October compared to the rest of the year. The annual gondola ridership estimate assumes that the historic use pattern seen with the tram will continue with the gondola.

- The ice skating rink parking demand rate is from *Parking, Weant and Levinson, ENO Foundation* and is based on a ratio (4:1) parking area (350 square feet) to ice surface area.
- The Transit Center is not expected to generate a demand for visitor parking. The use will provide three parking spaces for employee use.

SHARED PARKING ANALYSIS

A shared parking analysis was conducted based on methodology published by the Urban Land Use Institute (ULI) in *Shared Parking*. Seasonal visitor patterns (by month) were determined based on a summary of lodging activity in South Lake Tahoe and the Casino Hotels over a three year (1998-2000) period. *Appendix A* provides a summary table of annual hotel room rentals by month and a percent value of each month compared to the peak month of occupancy. As shown, occupancy reaches a peak in July/August and drops to a low in November equivalent to 49.6 percent of the peak months. Occupancy rises in the Winter season to about 72 percent of the annual peak month level. The seasonal lodging variations were used in conjunction with specific land use seasonal and hourly variations provided in the ULI report to perform the shared parking analysis. The monthly and hourly variations are shown in *Appendix A*.

Using the factored rates, and modified shared parking factors, total Project parking requirements were determined by time of day for various seasons and days of the week. Results of the initial shared parking analysis are provided in *Appendix B* for the following conditions:

- Winter Weekday (March)
- Winter Saturday (March)
- Summer Weekday (July/August)
- Summer Saturday (July/August)
- Off-season Weekday (October)
- Off-season Saturday (October)

The six tables provided in *Appendix B* show the Project parking demand for each hour of the day (6:00 AM to Midnight). The tables identify parking demand for subareas of the Project (hotels, parking structure and west of Park Avenue) and the parking shortfall/availability is calculated for each subarea. The Project parking space shortfall/availability reflects conditions prior to the reallocation of parking demand from one subarea to another. A summary for peak parking demands for the six seasonal analysis periods before and after reallocation is shown in Table 3-4.

Table 3-4 indicates that Project peak parking demand is for 1,339 spaces, occurring at 2:00 PM during a winter season Saturday. The peak demand would be met by the planned redevelopment project parking supply of 1,460 spaces. The total available Project parking supply is 1,367 spaces when adjusted to account for 90 leased spaces in the structure and three Transit Center employee spaces. Following reallocation of subarea demand the analysis indicates that the Project will experience a shortfall of spaces in the parking structure during winter season Saturdays (14 spaces). Peak season parking shortfalls are also expected at the Crescent V lot.

Table 3-4
Summary of Peak Parking Demand and Available Spaces

Period	Marriot/ Cecils	Grand Summit	Parking Structure	East of Park Ave.	West of Park Ave.	Total
Peak Parking Demand (2:00 PM - Daily)				Sub-Total		
Winter Weekday	155	[illegible]	477	732	305	1,037
Winter Saturday	175	[illegible]	654	940	398	1,339
Summer Weekday	155	[illegible]	479	734	306	1,040
Summer Saturday	175	[illegible]	631	917	398	1,316
Offseason Weekday	103	[illegible]	311	478	188	666
Offseason Saturday	136	[illegible]	410	634	218	852
Parking Spaces Available[1]	376	[illegible]	332	970	397	1,367
Spaces Available/Shortfall Before Reallocation						
Winter Weekday	221	[illegible]	(145)	238	92	330
Winter Saturday	201	[illegible]	(322)	30	(1)	28
Summer Weekday	221	[illegible]	(147)	236	91	327
Summer Saturday	201	[illegible]	(299)	53	(1)	51
Offseason Weekday	273	[illegible]	21	492	209	701
Offseason Saturday	240	[illegible]	(78)	336	179	515
Spaces Available/Shortfall After Reallocation						
Winter Weekday	98	[illegible]	70	332	92	424
Winter Saturday	23	[illegible]	(14)	164	(1)	163
Summer Weekday	96	[illegible]	72	332	91	422
Summer Saturday	32	[illegible]	21	207	(1)	206
Offseason Weekday	194	[illegible]	120	421	179	600
Offseason Saturday	130	[illegible]	161	553	209	762

[1] Structure excluding 90 leased spaces per Parking [illegible] Agreement. Excluding three transit center spaces

Overall, peak period parking demand is estimated at or near capacity during winter and summer season Saturdays. It is important to note that Project parking shortfalls would occur on an estimated 20 to 25 days a year including holidays such as July 4th, Memorial Day and Labor Day.

The calculation of parking shortfall is based on the proposed parking structure (422 spaces) providing 332 spaces for public use and 90 spaces being leased by the hotels and other private concerns. It is assumed in that the 90 leased spaces would not be available for general public use. A key operational consideration will be the use of the leased spaces to meet peak season, peak period, weekend demand. Depending on how the leased spaces are utilized, it may be possible to arrange for their limited public use during peak season weekend periods.

A summary of the shared parking analysis finds that utilizing a shared parking approach results in a 17 percent reduction in required Project peak parking supply of 1,619 spaces to 1,339 spaces. Daily peak parking demand is expected to occur during the mid-day period on a year-round basis and is driven by the commercial and recreational land uses. Hotel uses will require spillover-parking spaces in the parking structures during the winter and summer seasons during weekends. A estimated 75 to 90 spaces would be needed in the structure to meet peak season, overnight demand for the hotel uses. The parking structure is estimated to have a peak midday utilization rate of 109 percent on a Saturday during the winter season.

PARKING STRUCTURE UTILIZATION

The shared parking analysis data (*Appendix B*) was used to reallocate overflow-parking demand from the hotel uses to the parking structure. Likewise, parking demand generated by the gondola use was adjusted to account for those hotel guests who would be parking in the hotel garages. An estimate of 70 percent of the gondola parking demand was attributed to guests already parked at the site.

Appendix C provides the results of the reallocation of Project parking demand. Tables for the six analysis periods show the impact of reallocating hotel spillover demand and internal gondola demand. As indicated, the parking structure is expected to reach 109 percent of capacity (332 spaces) during the peak winter weekends and 79 percent on average. During peak summer weekends the structure is estimated to reach and 107 percent of capacity and 74 percent on average. During the off-season (Saturday) peak parking utilization will average 41 percent daily with a maximum utilization of 65 percent.

Chapter 4
FINANCIAL CONSIDERATIONS

This chapter provides information related to the financial elements of the proposed project. In estimating potential parking fee revenues, a fee structure was developed based on input from the City, on local pay to park data and assumptions on garage users parking requirements (short term/long term).

PARKING REVENUE

Tables 4-1 shows estimates of parking revenues based on a $3.00 per hour fee structure. Annual averaged revenue is estimated at 1.5 million. The fee plan includes a flat rate of $20.00 after five hours, and a maximum fee of $6.00 after 4:00 P.M. The first three hours of parking associated with the cinema would be free with validation. The estimate for the proposed parking structure includes revenue from the lease of 90 of the garage spaces. The leased spaces would be held by management and the hotels and generally would not be available to the public.

Estimates of garage revenues are based in part on hotel occupancy rates and the overall local economy performing at levels recorded over the past several years. A sustained economic downturn or the prolonged affects of a major natural disaster could impact the revenue estimates projected for the garage. A review of South Lake Tahoe sales tax and transient occupancy tax data show a growth in revenue of 38 percent in sales taxes over a ten year period and an increase of 27 percent in transient occupancy taxes (TOT) over the past eight years. Revenue data was taken directly from the South Lake Tahoe internet site. The site provided 10 years (1991-2001) of sales tax data and eight years (1993-2001) of TOT data by year and by month. Table 4-2 shows the annual TOT revenues for the past eight years for South Lake Tahoe. Under conditions where annual sales tax and TOT revenues declined to 1991 and 1993 levels respectively, the estimated annual garage revenues would be expected to decrease between 25 to 30 percent.

Table 4-1: Estimated Parking Revenues

	Winter		Summer		Offseason		Total
	Weekday	Saturday	Weekday	Saturday	Weekday	Saturday	Annual
Number of Days per Season	80	35	66	26	109	43	365
Average Day to Peak Day Factor (1)	0.72	0.72	0.92	0.92	0.65	0.65	
Parking Structure							
Peak Day Vehicle Hours of Demand (2)							
Gondola	831	1,216	846	1,159	536	754	
Restaurant	431	512	554	652	215	320	
Cinema	1,316	1,632	1,316	1,316	755	914	
Commercial	420	525	583	700	280	327	
Public Plaza	242	242	0	0	242	242	
Total	3,239	4,126	3,299	3,826	2,027	2,556	
Estimated Average Parking Duration (hours) (3)							
Gondola	5.00	5.00	3.00	3.00	3.00	3.00	
Restaurant	2.50	2.50	2.50	2.50	2.50	2.50	
Cinema	2.50	2.50	2.50	2.50	2.50	2.50	
Commercial	2.00	2.00	2.00	2.00	2.00	2.00	
Public Plaza	2.50	2.50	2.50	2.50	2.50	2.50	
Estimated Average Parking Fee (4)							
Gondola	$15.00	$15.00	$9.00	$9.00	$9.00	$9.00	
Restaurant	$6.00	$6.00	$6.00	$6.00	$6.00	$6.00	
Cinema	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Commercial	$6.00	$6.00	$6.00	$6.00	$6.00	$6.00	
Public Plaza	$7.00	$7.00	$7.00	$7.00	$7.00	$7.00	
Peak Day Estimated Number of Entrances							
Gondola	166	243	282	386	179	251	
Restaurant	172	205	222	261	86	128	
Cinema	526	653	526	526	302	365	
Commercial	210	262	292	350	140	163	
Public Plaza	97	97	0	0	97	97	
Total Parking Revenues Per Average Day (5)							
Gondola	$1,796	$2,627	$2,835	$3,198	$1,045	$1,471	
Restaurant	$744	$886	$1,224	$1,440	$335	$499	
Cinema	$0	$0	$0	$0	$0	$0	
Commercial	$907	$1,134	$1,610	$1,932	$546	$637	
Public Plaza	$487	$487	$0	$0	$439	$439	
Average Daily Totals	$3,934	$5,133	$5,169	$6,570	$2,365	$3,046	
Total Parking Revenues Per Year							
Gondola	$154,428	$91,930	$194,107	$83,146	$113,856	$63,251	$660,718
Restaurant	$64,025	$30,996	$80,758	$37,435	$36,559	$21,438	$271,210
Cinema	$0	$0	$0	$0	$0	$0	$0
Commercial	$78,019	$39,690	$106,260	$50,232	$59,514	$27,391	$361,106
Public Plaza	$41,858	$17,035	$0	$0	$47,895	$18,894	$125,682
(Leased 90 spaces)							$108,000
Total	$338,331	$179,651	$381,125	$170,813	$257,823	$130,974	$1,526,716

Note 1: Based upon the ratio of average lodging occupancy to peak lodging occupancy. See Appendix A, Table A-1
Note 2: Based on reallocated hourly demand by land use. See Appendix C Parking Structure Use. Note, number of garage spaces (422 total-90 leased) = 322 public spaces.
Note 3: Average duration was developed from industry standards and then modified to provide a closer match to the Project's proposed uses.
Note 4: Average daily fees based on estimated duration (by land use). Proposed average rate schedule includes a fee of $1.50 for each 30 minutes, and a flat rate of $20.00 after 5 hours. After 4:00 PM a maximum fee of $6:00. First three hours of cinema parking free.
Leased parking for hotel short falls at $100 per space, per month. No revenues assumed for parking from Crescent V.
Restaurant use assumes after 4:00 PM maximum fee.
Note 5: Daily revenues are based on peak demand and are averaged by peak hour factors - see Appendix A, Table A-1.
Note 6: Annual revenues based on average daily revenues multiplied by number of seasonal days - see Appendix A, Table A-1.

Table 4-2 City of South Lake Tahoe Transient Occupancy Tax 1994-2001		
Year	**Total Tax Revenue**	**Annual Percent Growth**
1993-1994	7,200,493	
1994-1995	7,6[illegible]1,647	5.11
1995-1996	7,408,35[illegible]	-2.93
1996-1997	7,293,25[illegible]	-1.55
1997-1998	8,057,365	10.48
1998-1999	8,575,574	6.43
1999-2000	9,194,888	7.22
2000-2001	9,197,134	0.02
Total Increase 1993-2001		27%
Source: City of South Lake Tahoe		

Establishing a parking garage fee structure can be based on a number of considerations but is most often based on prevailing market conditions. New facility fee structures in most cases mirror those of local existing operations in order to be competitive. In the case of the Park Avenue development there are only a few local fee based parking facilities. Most public garages in the area provide free parking for Casino guests. The results of a drive through survey of casino parking facilities conducted by WSA in March of 2001 is shown in Table 4-3.

Table 4-3 Casino Parking Utilization			
	Percent of Spaces Occupied		
	Time Period		
Location	**Morning**	**Midday**	**Evening**
Bills			
Friday	20%	90%	100%
Saturday	10%	40%	100%
Harrah's			
Friday	50%	80%	100%
Saturday	50%	60%	90%
Harveys			
Friday	30%	30%	50%
Saturday	40%	40%	75%
Caesars 1			
Friday	35%	60%	70%
Saturday	40%	80%	100%
Caesars 2			
Friday	50%	70%	75%
Saturday	60%	75%	90%
Horizions			
Friday	20%	20%	20%
Saturday	35%	35%	80%

Notes:
Occupancy rates estimated based on drive through of facility.
Survey conducted 3/30/01 - 3/31/01.

Pay for parking facilities in the area include the nearby Embassy Suites Hotel. The hotel has initiated a $11.00 daily flat rate for guest and visitors. This program was implemented over a year ago and according to hotel management it is successful, with garage occupancy at or near capacity during peak seasons. The Marina at Ski Run also charges for parking. Ski Run has a 100 space public lot which is being expanded by 45 spaces this year. The marina offers 30 minutes of free parking with validation and then charges $1.25 per hour thereafter. This location has commercial uses including restaurants and shops. There is a flat rate of $7.00 for people taking the lake cruise from the marina and the maximum daily flat rate is $16.00, scheduled to be raised to $20.00 this summer. Camp Richardson's Marina also provides lake cruise tours and charges a flat rate $5.00 parking fee.

The project garage fee structure as proposed will be higher than other pay to park facilities in the area however, demand for parking remains high at the Ski Run Marina which has some of the same commercial uses as the Project. The Ski Run Marina is expanding its' parking supply but

management projects that there will continue to be parking short-falls even with the 45 additional spaces and $20.00 daily flat rate fee

Residential and Crescent V Parking Management

Management and control of the parking resources in and around the development site will be necessary in order to ensure that the parking garage is fully and properly utilized. A residential parking control program will be implemented on local streets in the area. The program will be permit based and cover the following streets:

- Van Sickle Road
- Fern Road
- Echo Road
- Moss Road
- Primrose Road (Moss Road to Fern Road)

The Crescent V lot presents challenges in terms of parking management and control. The report demand analysis found that the proposed on-site parking supply would be adequate to meet the demand generated by the existing and proposed uses during 95 percent of the annual operating hours. Parking shortfalls (estimated at 20 percent of the Crescent V lot supply) would be anticipated during peak season Saturdays holidays and special events. Establishing a year round pay parking system at this location would be expensive and could be perceived negatively by shoppers. This type of neighborhood shopping center development is not usually associated with a pay parking system.

Unattended pay parking systems include parking meters, drop boxes and self service pay and display ticket dispensers. Any of these measures could be implemented at the Crescent V lot however, all of them present drawbacks in terms of weather conditions, maintenance, convenience and monitoring. Attendant parking systems would provide a higher level of control but would be considerably more expensive to operate. A parking validation policy would likely be necessary with the implementation of any of the pay parking systems.

The expense, logistics and potential aggravation factor of implementing a pay parking system at the Crescent V lot suggests that a less intrusive control, such as a time restriction be tried initially. Such a system would limit shoppers to two-hours or less of on-site parking. A successful time restriction parking system would require adequate signage and the presence of an on-site parking control officer during peak demand periods. This system would rely on tire chalking and vigorous enforcement

The parking area (450 spaces) currently leased by Harrah's on the Crescent V lot, located behind the Raley's supermarket must also be controlled to discourage long-term and short-term parking by persons wishing to avoid a fee. This area can be cordoned off (gated) and clearly identified as a restricted "employee only" lot with signs. Persons parking at this site can be issued stickers or dashboard placards identifying them as Park Avenue employees. Strict enforcement of parking regulations for this area will be required. During peak season Saturdays and holidays this lot could be used to serve Crescent V customer spillover demand.

If the employee lot is used to accommodate spill over parking it may be desirable to charge for use of this lot. An hourly or flat fee could be implemented. The spill over lot should be limited to short-term customer parking only. The spill over lot would require an attendant to collect fees and control access for approximately eight hours during peak demand days. This analysis does not consider potential revenue or expenses associated with a fee based spill over lot.

OPERATING COSTS

Table 4-4 shows estimates of operating expenses associated with the Project parking structure. Operating and maintenance (O&M) costs cover such ongoing expenses as utilities, custodial services, landscape maintenance, administration and management, repairs, and other related items. O&M costs can vary considerably between municipalities and by the type of facilities available. Operating costs for the Project garage were developed by International Parking Design (IPD), Inc. The costs reflect a review of existing operating expense data in northern California and the Lake Tahoe region. Annual O&M expenses including labor are estimated at $336,500 or $797 per space.

Table: 4-4
Operating Expense Estimate
Park Avenue Parking Structure

STAFFING	HOURS PER WEEK	RATE OF PAY	COST PER WEEK	MONTHLY HOURS	COST PER MONTH	COST PER YEAR*
Labor Related						
Manager	40	$21.00	$840	173	$3,640	$43,680
Cashier	147	$8.50	$1,250	637	$5,415	$64,975
Maintenance	70	$8.50	$595	303	$2,578	$30,940
Labor Subtotal					$11,633	$139,595
Payroll Related		% OF LABOR				
Vacation		1.00%			$116	$1,400
Sick Leave		1.00%			$116	$1,400
Holiday		2.00%			$233	$2,795
Health Benefits		15.00%			$1,745	$20,940
FICA		7.65%			$890	$10,680
State Unemployment		3.70%			$430	$5,165
Federal Unemployment		0.80%			$93	$1,120
Worker's Comp		1.00%			$116	$1,400
Profit Sharing		1.00%			$116	$1,400
Payroll Subtotal		33.15%			$3,856	$46,280
Operating Expenses						
Insurance					$1,600	$19,200
Telephone					$100	$1,200
Supplies					$100	$1,200
Forms/Printing/Tickets					$50	$600
Repair & Maintenance					$200	$2,400
Equipment Repairs					$200	$2,400
Uniforms/laundry					$400	$4,800
Power Sweep					$500	$6,000
						$0
Security Services					$1,667	$20,005
License & Permits					$150	$1,800
Utilities					$3,750	$45,000
Management Fee					$2,500	$30,000
Elevator Maintenance					$835	$10,020
Misc.					$500	$6,000
Operating Expenses Subtotal					$12,552	$150,625
Total					**$28,041**	**$336,495**

*last column is rounded off to the nearest $5

COSTS REVENUE ANALYSIS

Table 4-5 shows the combined results of the cost and revenue analysis for the parking structure. As indicated in Table 4-5, the garage would generate revenues sufficient to cover the annual operating costs with the surplus used toward covering debt service. Under the proposed fee structure plan, restaurant and commercial use patrons would account for just over 41 percent of the estimated annual revenues, while gondola use would account for approximately 43 percent of annual revenues. The cinema, ice rink and other would account for the balance.

Table 4-5
Debit Service Coverage
Park Avenue Garage Feasibility Analysis

Year	Total Revenue	Operational Expenses	Revenue Avail. For Debt Service
2003	$1,526,716	$336,500	$1,190,216
2004	$1,572,517	$348,278	$1,224,240
2005	$1,619,693	$360,467	$1,259,226
2006	$1,668,284	$373,084	$1,295,200
2007	$1,718,332	$386,141	$1,332,191
2008	$1,769,882	$399,656	$1,370,226
2009	$1,805,280	$413,644	$1,391,636
2010	$1,841,386	$428,122	$1,413,264
2011	$1,878,213	$443,106	$1,435,107
2012	$1,915,777	$458,615	$1,457,163
2013	$1,954,093	$474,666	$1,479,427
2014	$1,993,175	$491,280	$1,501,895
2015	$2,033,038	$508,475	$1,524,564
2016	$2,073,699	$526,271	$1,547,428
2017	$2,115,173	$544,691	$1,570,482
2018	$2,157,477	$563,755	$1,593,722
2019	$2,200,626	$583,486	$1,617,140
2020	$2,244,639	$603,908	$1,640,730
2021	$2,289,531	$625,045	$1,664,486
2022	$2,335,322	$646,922	$1,688,400
2023	$2,382,029	$669,564	$1,712,465
2024	$2,429,669	$692,999	$1,736,670
2025	$2,478,262	$717,254	$1,761,009
2026	$2,527,828	$742,358	$1,785,470
2027	$2,578,384	$768,340	$1,810,044
2028	$2,629,952	$795,232	$1,834,720

Source: WSA - June 2002

APPENDIX A

MONTHLY LODGING ACTIVITY

Appendix A
Table A-1

Monthly Hotel Room Rentals

	S. Lake Tahoe Hotels			Casino Hotels Hotels				Total Average	Percent of Peak Month	Number of Nights	Average Rooms Night
	1998	1999	2000	1998	1999	2000					
January	73,974	74,251	69,250	53,379	59,579	55,553	Jan	128,662	67.2%	31	4,150
February	77,682	81,085	87,679	56,122	62,886	62,488	Feb	142,647	74.6%	28	5,095
March	89,372	88,594	93,936	66,146	69,526	65,896	Mar	157,823	82.5%	31	5,091
April	68,080	63,029	68,779	52,449	55,628	56,830	Apr	121,598	63.6%	30	4,053
May	64,012	65,860	62,109	55,253	59,591	56,471	May	121,099	63.3%	31	3,906
June	80,611	77,188	88,796	61,266	65,772	66,041	Jun	146,559	76.6%	30	4,885
July	113,217	112,923	127,089	72,368	73,827	74,602	Jul	191,342	100.0%	31	6,172
August	122,813	111,737	114,693	73,611	75,642	74,312	Aug	190,936	99.8%	31	6,159
September	96,175	94,014	91,955	64,181	67,172	66,619	Sep	160,039	83.6%	30	5,335
October	66,109	72,114	67,912	58,028	62,693	58,502	Oct	128,453	67.1%	31	4,144
November	[illegible]	48,411	51,886	41,930	44,588	49,828	Nov	94,941	49.6%	30	3,165
December	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Total	971,900	951,500	1,001,427	705,806	747,429	744,943		1,707,700	74%	365	4,679

Summary - Monthly/Daily Hotel Occupancy	avg % of Peak	Months	Days	Weekdays	Weekend	Days
Summer	92%	3	92	66	26	92
Winter	72%	4	121	86	35	121
Off Season	65%	5	152	109	43	152
		12	365	261	104	365

Source: *2000 South Shore Economic Indicators Report*, SMG 2001

Appendix A
Table A-2

Monthly Variation - Parking Demand

		Month											
		1	2	3	4	5	6	7	8	9	10	11	12
Hotel	Weekday	55%	65%	65%	55%	55%	70%	95%	100%	80%	60%	45%	50%
	Saturday	80%	100%	100%	75%	75%	90%	100%	100%	100%	80%	60%	80%
Restaurant		80%	100%	100%	75%	75%	90%	100%	100%	100%	80%	60%	80%
Commercial		100%	100%	100%	80%	70%	80%	100%	100%	90%	70%	70%	100%
Cinema		90%	100%	100%	75%	50%	90%	100%	100%	90%	40%	40%	100%
Gondola		100%	100%	100%	50%	40%	70%	90%	95%	80%	60%	30%	100%
Ice Skate		100%	100%	100%	50%	0%	0%	0%	0%	0%	0%	50%	100%
Transit Center		100%	100%	100%	80%	80%	90%	100%	100%	90%	80%	90%	100%

Hourly Demand Variation

		Hour Beginning																		
Land Use		6AM	7AM	8AM	9AM	10AM	11AM	Noon	1PM	2PM	3PM	4PM	5PM	6PM	7PM	8PM	9PM	10PM	11PM	Midnot
Hotel																				
	Weekday	1.00	0.85	0.65	0.55	0.45	0.35	0.30	0.30	0.35	0.35	0.45	0.60	0.70	0.75	0.90	0.95	1.00	1.00	1.00
	Saturday	1.00	0.85	0.65	0.55	0.45	0.35	0.30	0.30	0.35	0.35	0.45	0.60	0.70	0.75	0.90	0.95	1.00	1.00	1.00
Restaurant																				
	Weekday	0.20	0.20	0.20	0.20	0.20	0.30	0.30	0.45	0.45	0.45	0.45	0.60	0.90	0.95	1.00	1.00	0.95	0.85	0.70
	Saturday	0.20	0.20	0.20	0.20	0.20	0.30	0.30	0.45	0.45	0.45	0.45	0.60	0.90	0.95	1.00	1.00	0.95	0.85	0.70
Commercial																				
	Weekday	0.00	0.03	0.10	0.30	0.45	0.73	0.85	0.95	1.00	1.00	0.90	0.75	0.65	0.60	0.55	0.40	0.38	0.13	0.00
	Saturday	0.00	0.03	0.10	0.30	0.45	0.73	0.85	0.95	1.00	1.00	0.90	0.75	0.65	0.60	0.55	0.40	0.38	0.13	0.00
Cinema																				
	Weekday	0.00	0.00	0.00	0.00	0.00	0.00	0.40	0.60	0.60	0.60	0.60	0.60	0.80	0.80	1.00	1.00	1.00	0.80	0.60
	Saturday	0.00	0.00	0.00	0.00	0.00	0.00	0.40	0.67	0.67	0.67	0.67	0.67	0.83	0.83	1.00	1.00	1.00	0.83	0.67
Gondola																				
	Weekday	0.00	0.10	0.60	0.90	0.95	1.00	1.00	1.00	1.00	0.95	0.80	0.30	0.20	0.20	0.10	0.05	0.00	0.00	0.00
	Saturday	0.00	0.20	0.60	0.90	0.95	1.00	1.00	1.00	1.00	0.95	0.80	0.30	0.20	0.20	0.10	0.05	0.00	0.00	0.00
Ice Skate		0.00	0.20	0.60	0.80	0.95	1.00	1.00	1.00	1.00	0.95	0.80	0.30	0.20	0.20	0.10	0.05	0.00	0.00	0.00
Transit Center		0.50	0.60	0.80	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.80	0.70	0.60	0.50	0.50	0.50	0.50

APPENDIX B

SHARED PARKING ANALYSIS

Appendix B
Shared Parking Analysis

Winter/Saturday
March

Land Use	Demand
Hotel	760
Restaurant	87
Commercial	455
Cinema	165
Gondola	438
Ice Rink	26
Transit	3
	1,935

Area	Demand
Park Avenue East	
Marriot	442
Cecils Mkt	20
Grand Summit	318
Restaurant	50
Commercial	54
Cinema	165
Gondola	438
Ice Rink	26
Transit	3
subtotal	1,516
Park Avenue West	
Super Mkt	196
Restaurant	38
Commercial	185
subtotal	419
Total	1,935

Area	Total Parking Supply
East of Park Avenue	973
Marriot/Cecils	376
Grand Summit	262
Structure	332
Transit Center	3
West of Park Avenue	847
Minus Leased Spaces	450
Available for Park Avenue	397
Total Available Spaces	1,370

Parking Demand - Number of Vehicles

Hour Beginning

Land Use	6AM	7AM	8AM	9AM	10AM	11AM	Noon	1PM	2PM	3PM	4PM	5PM	6PM	7PM	8PM	9PM	10PM	11PM	Midnight
Hotel	760	646	494	418	342	256	228	228	266	266	342	456	532	570	684	722	760	760	760
Restaurant	17	17	17	17	17	26	26	39	39	39	39	52	79	83	87	87	83	74	61
Commercial	0	14	46	137	205	332	387	433	455	455	410	342	295	273	250	182	173	59	0
Cinema	0	0	0	0	0	0	66	110	110	110	110	110	110	110	165	165	165	[illegible]	[illegible]
Gondola	0	88	262	394	438	438	438	438	438	438	351	131	88	88	44	22	0	0	0
Ice Rink	0	5	16	21	25	26	26	26	26	25	21	8	5	5	3	1	0	0	0
Transit	[illegible]	2	2	3	3	3	3	3	2	2	3	3	2	2	2	2	2	2	2
Total	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Parking Demand by Area																			
East of Park Avenue	[illegible]	753	792	866	890	902	929	893	940	917	916	794	857	893	987	990	1001	950	906
Marriot	442	376	287	243	199	155	133	133	155	155	199	265	309	331	398	420	442	442	442
Cecils	0	1	2	6	9	15	17	19	20	20	18	15	13	12	11	8	8	3	0
Grand Summit	318	271	207	175	143	111	95	95	111	111	143	191	223	239	286	302	318	318	318
Restaurant	10	10	10	10	10	15	15	22	22	22	22	30	45	47	50	50	47	42	35
Commercial	0	2	5	16	24	39	46	51	54	54	48	40	35	32	30	21	20	7	0
Other	2	95	281	418	444	468	533	578	578	555	485	253	232	232	213	189	166	138	112
sub non hotel	11	106	296	445	478	522	594	651	654	631	556	323	317	311	292	260	234	187	146
West of Park Avenue	8	19	46	122	179	290	336	379	398	398	360	309	282	265	248	190	181	82	26
Commercial	0	11	38	114	172	278	324	362	381	381	343	286	248	229	210	153	145	50	0
Resturant	8	8	8	8	8	11	11	17	17	17	17	23	34	36	38	38	36	32	26
Parking Space Available/Shortfall Before Reallocation																			
Total	591	598	532	379	361	278	195	92	31	55	94	267	231	212	135	189	188	338	437
East of Park Avenue	202	220	181	104	143	171	134	75	33	56	57	179	116	80	(14)	(17)	(28)	23	67
Marriot/Cecils	(66)	(0)	87	127	168	207	226	224	201	201	159	96	54	33	(33)	(52)	(73)	(68)	(66)
Grand Summit	(56)	(9)	55	87	119	151	167	167	151	151	119	71	39	23	(24)	(40)	(56)	(56)	(56)
Parking Structure	321	226	36	(113)	(146)	(190)	(262)	(319)	(322)	(299)	(224)	9	21	21	40	72	98	145	186
West of Park Avenue	389	378	351	275	218	107	61	18	(1)	(1)	37	88	115	132	149	207	216	315	371
Utilization by Area																			
Total	57%	56%	61%	72%	74%	80%	86%	93%	98%	96%	93%	80%	83%	85%	90%	86%	86%	75%	68%
East of Park Avenue	79%	77%	81%	89%	85%	82%	86%	92%	97%	94%	94%	82%	88%	92%	101%	102%	103%	98%	93%
Marriot/Cecils	117%	100%	77%	66%	55%	45%	40%	40%	47%	47%	58%	75%	86%	91%	109%	114%	120%	118%	117%
Grand Summit	121%	103%	79%	67%	55%	43%	36%	36%	43%	43%	55%	73%	85%	91%	109%	115%	121%	121%	121%
Parking Structure	3%	32%	89%	134%	144%	157%	179%	196%	197%	190%	167%	97%	94%	94%	88%	78%	70%	56%	44%
West of Park Avenue	2%	5%	12%	31%	45%	73%	85%	96%	100%	100%	91%	78%	71%	67%	62%	48%	46%	21%	7%

Appendix B
Shared Parking Analysis

Summer/Saturday August

Land Use	Demand
Hotel	760
Restaurant	101
Commercial	473
Cinema	165
Gondola	418
Ice Rink	0
Transit	3
	1,919

Area	Demand
Park Avenue East	
Marriot	442
Cecils Mkt	20
Grand Summit	318
Restaurant	63
Commercial	72
Cinema	165
Gondola	418
Ice Rink	0
Transit	3
subtotal	1,500
Park Avenue West	
Super Mkt	196
Restaurant	38
Commercial	185
subtotal	419
Total	1,919

Area	Total Parking Supply
East of Park Avenue	973
Marriot/Cecils	376
Grand Summit	262
Structure	332
Transit Center	3
West of Park Avenue	847
Minus Leased Spaces	450
Available for Park Avenue	397
Total Available Spaces	1,370

Parking Demand - Number of Vehicles

	Hour Beginning																		
Land Use	6AM	7AM	8AM	9AM	10AM	11AM	Noon	1PM	2PM	3PM	4PM	5PM	6PM	7PM	8PM	9PM	10PM	11PM	Midnight
Hotel	760	646	494	418	342	266	228	229	266	266	342	456	532	570	684	722	760	760	760
Restaurant	20	20	20	20	20	30	30	40	45	45	45	60	91	96	101	101	96	86	71
Commercial	0	14	47	142	213	346	402	450	473	473	426	355	308	284	260	189	180	62	0
Cinema	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Gondola	0	84	251	376	397	418	418	418	418	397	334	125	83	83	42	21	0	0	0
Ice Rink	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Transit	2	2	2	3	3	3	3	3	3	3	3	3	2	2	2	2	2	2	2
Parking Demand by Area																			
East of Park Avenue	771	747	769	837	796	773	811	875	917	898	900	801	871	907	1006	1009	1021	964	916
Marriot	442	375	287	243	199	155	133	133	155	155	199	265	309	331	398	420	442	442	442
Cecils	0	1	2	6	9	15	17	19	20	20	18	15	13	12	11	8	8	3	0
Grand Summit	318	271	207	175	143	111	95	95	111	111	143	191	223	239	286	302	318	318	318
Restaurant	13	13	13	13	13	19	19	28	28	28	28	38	57	60	63	63	60	54	44
Commercial	0	2	7	21	32	52	61	68	72	72	64	54	47	43	39	29	27	9	0
Other	2	85	253	379	400	421	486	531	531	510	447	239	223	222	208	187	166	138	112
West of Park Avenue	8	19	46	122	179	290	336	379	398	398	360	309	282	265	248	190	181	82	26
Commercial	0	11	38	114	172	278	324	362	381	381	343	286	248	229	210	153	145	50	0
Resturant	8	8	8	8	8	11	11	17	17	17	17	23	34	36	38	38	36	32	26
Parking Space Available/Shortfall Before Reallocation																			
Total	588	604	556	411	395	308	223	116	54	75	109	260	217	198	117	171	168	325	428
East of Park Avenue	199	226	204	136	177	200	162	98	56	77	73	172	102	66	(33)	(36)	(48)	9	57
Marriot/Cecils	(66)	(0)	87	127	168	207	226	224	201	201	159	96	54	33	(33)	(52)	(73)	(66)	(66)
Grand Summit	(56)	(9)	55	87	119	151	167	167	151	151	119	71	39	23	(24)	(40)	(56)	(56)	(56)
Parking Structure	318	232	59	(81)	(113)	(160)	(234)	(295)	(299)	(278)	(208)	2	6	7	21	53	79	131	176
West of Park Avenue	389	378	351	275	218	107	61	18	(1)	(1)	37	88	115	132	149	207	216	315	371
Utilization by Area																			
Total	57%	56%	59%	70%	71%	78%	84%	92%	96%	94%	92%	81%	84%	86%	91%	88%	88%	76%	69%
East of Park Avenue	80%	77%	79%	86%	82%	79%	83%	90%	94%	92%	93%	82%	90%	93%	103%	104%	105%	99%	94%
Marriot/Cecils	117%	100%	77%	66%	55%	45%	40%	40%	47%	47%	58%	75%	86%	91%	109%	114%	120%	118%	117%
Grand Summit	121%	103%	79%	67%	55%	43%	36%	36%	43%	43%	55%	73%	85%	91%	109%	115%	121%	121%	121%
Parking Structure	4%	30%	82%	124%	134%	148%	171%	189%	190%	184%	163%	99%	98%	98%	94%	84%	76%	61%	47%
West of Park Avenue	2%	5%	12%	31%	45%	73%	85%	96%	100%	100%	91%	78%	71%	67%	62%	48%	46%	21%	7%

Appendix B
Shared Parking Analysis

Off Season/Saturday
October

Land Use	Demand
Hotel	600
Restaurant	52
Commercial	256
Cinema	92
Gondola	272
Ice Rink	26
Transit	3
	1,301

Area	Demand
Park Avenue East	
Marriot	349
Cecils Mkt	14
Grand Summit	251
Restaurant	31
Commercial	33
Cinema	92
Gondola	272
Ice Rink	26
Transit	3
subtotal	1,071
Park Avenue West	
Super Mkt	110
Restaurant	21
Commercial	99
subtotal	230
Total	1,301

Area	Total Parking Supply
East of Park Avenue	973
Marriot/Cecils	376
Grand Summit	262
Structure	332
Transit Center	3
West of Park Avenue	847
Minus Leased Spaces	450
Available for Park Avenue	397
Total Available Spaces	1,370

Parking Demand - Number of Vehicles

	Hour Beginning																		
Land Use	6AM	7AM	8AM	9AM	10AM	11AM	Noon	1PM	2PM	3PM	4PM	5PM	6PM	7PM	8PM	9PM	10PM	11PM	Midnight
Hotel	600	510	390	330	270	210	180	180	210	210	270	360	420	450	540	570	600	600	600
Restaurant	[illegible]	10	10	10	10	16	15	23	23	23	23	31	47	49	52	52	49	44	36
Commercial	0	6	26	77	115	187	217	243	256	256	230	192	169	153	141	102	97	33	0
Cinema	0	0	0	0	0	0	37	62	62	62	62	62	[illegible]	[illegible]	62	62	62	[illegible]	52
Gondola	0	54	163	245	258	272	272	272	272	258	217	82	54	54	27	14	0	0	0
Ice Rink	0	5	16	21	25	26	26	26	26	25	21	8	5	5	3	1	0	0	0
Transit	2	2	2	3	3	3	3	3	3	3	3	3	2	2	2	2	2	2	2
Parking Demand by Area																			
East of Park Avenue	608	579	582	619	584	555	567	601	634	619	629	568	617	646	721	728	741	710	685
Marriot	349	296	227	192	157	122	105	105	122	122	157	209	244	262	314	331	349	349	349
Cecils	0	0	1	4	6	10	11	13	14	14	12	10	9	8	7	5	5	2	0
Grand Summit	251	214	163	136	113	88	75	75	88	88	113	151	176	188	226	239	251	251	251
Restaurant	6	6	6	6	6	9	9	14	14	14	14	19	28	29	31	31	29	26	22
Commercial	0	1	3	10	15	24	28	32	33	33	30	25	22	20	18	13	13	4	0
Other	2	61	181	269	286	301	338	363	363	348	303	154	139	138	124	109	94	78	63
sub non hotel	8	69	191	285	308	335	376	409	410	395	347	198	188	188	173	153	136	109	85
West of Park Avenue	4	10	25	67	98	159	184	208	218	218	197	169	155	145	136	105	99	45	15
Commercial	0	6	21	63	94	152	177	198	209	209	188	156	136	125	115	83	79	27	0
Resturant	4	4	4	4	4	6	6	10	10	10	10	13	19	20	21	21	20	18	15
Parking Space Available/Shortfall Before Reallocation																			
Total	758	780	763	684	688	657	619	561	518	533	543	633	598	579	514	537	530	615	670
East of Park Avenue	365	394	391	354	389	418	406	372	339	354	344	405	356	327	252	245	232	263	288
Marriot/Cecils	27	79	148	180	213	244	260	259	240	240	207	157	123	106	55	39	22	25	27
Grand Summit	11	48	99	124	149	174	187	187	174	174	149	111	86	74	36	23	11	11	11
Parking Structure	324	263	141	47	24	(3)	(44)	(77)	(76)	(63)	(15)	134	144	144	159	179	196	223	247
West of Park Avenue	393	387	372	330	299	238	213	189	179	179	200	228	242	252	261	292	298	352	382
Utilization by Area																			
Total	45%	43%	44%	50%	50%	52%	55%	59%	62%	61%	60%	54%	56%	58%	63%	61%	61%	55%	51%
East of Park Avenue	62%	60%	60%	64%	60%	57%	58%	62%	65%	64%	65%	58%	63%	66%	74%	75%	76%	73%	70%
Marriot/Cecils	93%	79%	61%	52%	43%	35%	31%	31%	36%	36%	45%	58%	67%	72%	85%	90%	94%	93%	93%
Grand Summit	96%	82%	62%	53%	43%	34%	29%	29%	34%	34%	43%	58%	67%	72%	86%	91%	96%	96%	96%
Parking Structure	2%	21%	57%	86%	93%	101%	113%	123%	124%	119%	105%	60%	57%	57%	52%	46%	41%	33%	26%
West of Park Avenue	1%	3%	6%	17%	25%	40%	46%	52%	55%	55%	50%	43%	38%	37%	34%	26%	25%	11%	4%

Appendix B
Shared Parking Analysis

Winter/Weekday
March

Land Use	Demand
Hotel	680
Restaurant	70
Commercial	352
Cinema	140
Gondola	303
Ice Rink	26
Transit	3
	1,574

Area	Demand
Park Avenue East	
Marriot	395
Cecils Mkt	17
Grand Summit	285
Restaurant	40
Commercial	43
Cinema	140
Gondola	303
Ice Rink	26
Transit	3
subtotal	1,252
Park Avenue West	
Super Mkt	137
Restaurant	30
Commercial	155
subtotal	322
Total	1,574

Area	Total Parking Supply
East of Park Avenue	973
Marriot/Cecils	376
Grand Summit	262
Structure	332
Transit Center	3
West of Park Avenue	847
Minus Leased Spaces	450
Available for Park Avenue	397
Total Available Spaces	1,370

Parking Demand - Number of Vehicles

	Hour Beginning																		
Land Use	6AM	7AM	8AM	9AM	10AM	11AM	Noon	1PM	2PM	3PM	4PM	5PM	6PM	7PM	8PM	9PM	10PM	11PM	Midnight
Hotel	680	578	442	374	306	238	204	204	238	238	306	408	476	510	612	646	680	680	680
Restaurant	14	14	14	14	14	21	21	31	31	31	31	42	63	66	70	70	66	59	49
Commercial	0	11	35	105	158	257	299	334	352	352	316	264	229	211	193	141	134	46	0
Cinema	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Gondola	[illegible]	39	180	272	288	303	303	303	303	282	242	91	61	61	30	15	0	0	0
Ice Rink	0	5	16	21	25	26	26	26	26	25	21	8	5	5	3	1	0	0	0
Transit	2	2	2	3	3	3	3	3	3	3	3	3	2	2	2	2	2	1	2
Parking Demand by Area																			
East of Park Avenue	689	625	656	697	657	626	655	695	732	715	728	662	731	763	859	867	882	835	793
Marriot	395	336	257	217	178	138	119	119	138	138	176	237	277	296	356	375	395	395	395
Cecils	0	1	2	5	8	12	14	16	17	17	15	13	11	10	9	7	6	2	0
Grand Summit	285	242	185	157	128	100	85	85	100	100	128	171	199	214	256	271	285	285	285
Restaurant	8	8	8	8	8	12	12	18	18	18	18	24	36	38	40	40	38	34	28
Commercial	0	1	4	13	19	31	37	41	43	43	39	32	28	26	24	17	16	6	0
Other	2	37	200	297	316	332	388	416	416	400	350	186	180	180	175	158	141	113	85
sub non hotel	9	47	212	317	343	375	437	475	477	461	407	242	244	243	238	215	195	153	113
West of Park Avenue	6	15	35	94	137	222	257	291	305	305	276	237	217	204	191	147	140	64	21
Commercial	0	9	29	88	131	213	248	277	292	292	263	219	190	175	160	117	111	38	0
Resturant	6	6	6	6	6	9	9	14	14	14	14	18	27	29	30	30	29	26	21
Parking Space Available/Shortfall Before Reallocation																			
Total	675	730	679	580	576	522	458	384	333	349	366	471	422	403	320	356	349	471	556
East of Park Avenue	284	348	317	276	316	347	318	278	241	258	245	311	242	210	114	106	91	138	180
Marriot/Cecils	(19)	40	117	154	191	225	243	241	221	221	183	126	88	69	11	(6)	(26)	(21)	(19)
Grand Summit	(23)	20	77	105	134	162	177	177	162	162	134	91	63	48	6	(9)	(23)	(23)	(23)
Parking Structure	323	285	120	15	(11)	(43)	(105)	(143)	(145)	(129)	(75)	90	88	89	94	117	137	179	219
West of Park Avenue	391	382	362	303	260	175	140	106	92	92	121	160	180	193	206	250	257	333	376
Utilization by Area																			
Total	51%	47%	50%	58%	58%	62%	67%	72%	76%	75%	73%	66%	69%	71%	77%	74%	75%	66%	59%
East of Park Avenue	71%	64%	67%	72%	67%	64%	67%	71%	75%	74%	75%	68%	75%	78%	88%	89%	91%	86%	82%
Marriot/Cecils	105%	89%	69%	59%	49%	40%	35%	36%	41%	41%	51%	66%	77%	82%	97%	102%	107%	106%	105%
Grand Summit	109%	92%	71%	60%	49%	38%	33%	33%	38%	38%	49%	65%	76%	82%	98%	103%	109%	109%	109%
Parking Structure	3%	14%	54%	96%	103%	113%	132%	143%	144%	139%	123%	73%	73%	73%	72%	65%	59%	46%	34%
West of Park Avenue	2%	4%	9%	24%	35%	56%	65%	73%	77%	77%	70%	60%	55%	51%	48%	37%	35%	16%	5%

Appendix B
Shared Parking Analysis

Summer/Weekday
August

Land Use	Demand
Hotel	680
Restaurant	86
Commercial	368
Cinema	140
Gondola	308
Ice Rink	0
Transit	3
	1,585

Area	Demand
Park Avenue East	
Marriot	395
Cecils Mkt	17
Grand Summit	285
Restaurant	54
Commercial	60
Cinema	140
Gondola	308
Ice Rink	0
Transit	3
subtotal	1,261
Park Avenue West	
Super Mkt	137
Restaurant	32
Commercial	155
subtotal	324
Total	1,585

Area	Total Parking Supply
East of Park Avenue	973
Marriot/Cecils	376
Grand Summit	262
Structure	332
Transit Center	3
West of Park Avenue	847
Minus Leased Spaces	450
Available for Park Avenue	397
Total Available Spaces	1,370

Parking Demand - Number of Vehicles

	Hour Beginning																		
Land Use	6AM	7AM	8AM	9AM	10AM	11AM	Noon	1PM	2PM	3PM	4PM	5PM	6PM	7PM	8PM	9PM	10PM	11PM	Midnct
Hotel	680	578	442	374	306	238	204	204	238	236	306	408	476	510	612	646	680	680	680
Restaurant	17	17	17	17	17	26	26	39	39	39	39	51	77	81	86	86	81	73	60
Commercial	8	11	37	110	166	269	313	350	368	368	331	276	239	221	203	147	140	43	0
Cinema	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Gondola	[illegible]	[illegible]	185	[illegible]	[illegible]	308	308	308	308	293	247	92	62	62	31	15	0	0	0
Ice Rink	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Transit	2	2	2	3	3	3	3	3	3	3	3	3	2	2	2	2	2	2	2
Parking Demand by Area																			
East of Park Avenue	692	624	648	688	647	621	652	696	734	718	733	677	750	783	880	887	901	849	803
Marriot	395	336	257	217	178	138	119	119	138	138	178	237	277	296	356	375	395	395	395
Cecils	0	1	2	5	8	12	14	16	17	17	15	13	11	10	9	7	6	2	0
Grand Summit	285	242	185	157	128	100	85	85	100	100	128	171	199	214	256	271	285	285	285
Restaurant	11	11	11	11	11	16	16	24	24	24	24	32	48	51	54	54	51	46	37
Commercial	0	2	6	18	27	44	51	57	60	60	54	45	39	36	33	24	23	8	0
Other	2	33	187	280	296	311	367	395	395	380	334	179	176	176	173	157	141	113	85
sub non hotel	12	45	204	309	333	371	434	476	479	464	411	256	253	262	259	234	215	167	123
West of Park Avenue	6	15	36	94	138	223	258	292	306	306	277	238	219	206	193	149	141	65	22
Commercial	0	9	29	86	131	213	248	277	292	292	263	219	190	175	160	117	111	38	0
Restaurant	6	6	6	6	6	10	10	14	14	14	14	19	29	31	32	32	31	27	22
Parking Space Utilization (Surplus/Shortfall) by Area																			
Total	671	731	687	588	585	526	460	382	330	345	360	455	402	382	297	334	327	456	545
East of Park Avenue	281	349	325	285	326	352	321	277	239	255	240	296	223	190	93	86	72	124	170
Marriot/Cecils	(19)	40	117	154	191	225	243	241	221	221	183	126	88	69	11	(6)	(25)	(21)	(19)
Grand Summit	(23)	20	77	105	134	162	177	177	162	162	134	91	63	48	6	(9)	(23)	(23)	(23)
Parking Structure	320	287	128	23	(1)	(39)	(102)	(144)	(147)	(132)	(79)	76	69	70	73	98	117	165	209
West of Park Avenue	391	362	361	303	259	174	139	105	91	91	120	159	178	191	204	248	256	332	375
Utilzation by Area																			
Total	51%	47%	50%	57%	57%	62%	66%	72%	76%	75%	74%	67%	71%	72%	78%	76%	76%	67%	60%
East of Park Avenue	71%	64%	67%	71%	66%	64%	67%	72%	75%	74%	75%	70%	77%	80%	90%	91%	93%	87%	83%
Marriot/Cecils	105%	89%	69%	59%	49%	40%	35%	36%	41%	41%	51%	66%	77%	82%	97%	102%	107%	106%	105%
Grand Summit	109%	92%	71%	60%	49%	38%	33%	33%	38%	38%	49%	65%	76%	82%	98%	103%	109%	109%	109%
Parking Structure	4%	14%	61%	93%	100%	112%	131%	143%	144%	140%	124%	77%	79%	79%	78%	71%	65%	50%	37%
West of Park Avenue	2%	4%	9%	24%	35%	56%	65%	73%	77%	77%	70%	60%	55%	52%	49%	37%	36%	16%	6%

Appendix B
Shared Parking Analysis

Off Season/Weekday
October

Land Use	Demand
Hotel	440
Restaurant	36
Commercial	223
Cinema	80
Gondola	195
Ice Rink	26
Transit	3
	1,004

Area	Demand
Park Avenue East	
Marriot	256
Cecils Mkt	14
Grand Summit	184
Restaurant	21
Commercial	29
Cinema	80
Gondola	195
Ice Rink	26
Transit	3
subtotal	808
Park Avenue West	
Super Mkt	88
Restaurant	16
Commercial	93
subtotal	196
Total	1,004

Area	Total Parking Supply
East of Park Avenue	973
Marriot/Cecils	376
Grand Summit	262
Structure	332
Transit Center	3
West of Park Avenue	847
Minus Leased Spaces	450
Available for Park Avenue	397
Total Available Spaces	1,370

Parking Demand - Number of Vehicles

Land Use	6AM	7AM	8AM	9AM	10AM	11AM	Noon	1PM	2PM	3PM	4PM	5PM	6PM	7PM	8PM	9PM	10PM	11PM	12Mid
	Hour Beginning																		
Hotel	440	374	286	242	198	154	132	132	154	154	198	264	308	330	396	418	440	440	440
Restaurant	7	7	7	7	7	11	11	16	16	16	16	22	33	35	36	36	35	31	25
Commercial	0	7	22	87	100	153	190	212	223	223	201	167	145	134	123	89	85	29	0
Cinema	0	0	0	0	0	0	32	48	16	16	16	16	64	[illegible]	[illegible]	[illegible]	[illegible]	64	48
Gondola	0	26	117	156	185	195	195	195	195	185	156	59	29	39	20	10	0	0	0
Ice Rink	0	5	16	21	25	26	26	26	26	25	21	6	5	5	3	1	0	0	0
Transit	2	2	2	3	3	3	3	3	3	3	3	3	2	2	2	2	2	2	2
Total	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]					[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Parking Demand by Area																			
East of Park Avenue	[illegible]	400	430	459	465	416	431	454	475	467	474	426	465	486	544	548	556	500	504
Marriot/Cecils	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	90	77	77	90	90	115	153	175	192	230	243	256	256	256
Cecils	0	0	1	4	6	10	11	13	14	14	12	10	9	8	7	5	5	2	0
Grand Summit	184	157	120	101	83	64	55	55	64	64	83	111	129	138	166	175	184	184	184
Restaurant	4	4	4	4	4	6	6	9	9	9	9	12	19	20	21	21	20	18	15
Commercial	0	1	3	9	13	21	24	27	29	29	26	21	19	17	16	11	11	4	0
Other	2	27	135	200	213	225	257	273	273	262	228	118	111	111	104	93	82	66	50
sub non hotel	6	32	142	213	231	252	287	309	311	300	264	152	148	148	141	125	112	87	64
West of Park Avenue	3	9	21	57	85	137	158	179	188	188	170	145	132	123	115	88	84	37	11
Commercial	0	5	18	54	81	132	154	172	181	181	163	136	118	109	99	72	69	24	0
Resturant	3	3	3	3	3	5	5	7	7	7	7	9	14	15	16	16	15	13	11
Parking Space Available/Shortfall Before Reallocation																			
Total	921	955	919	854	851	818	781	737	704	715	726	799	773	761	711	734	729	804	855
East of Park Avenue	527	567	543	514	538	557	542	519	495	506	499	547	508	487	429	425	415	444	469
Marriot/Cecils	120	158	208	231	255	277	288	286	273	273	249	212	188	176	138	128	115	118	120
Grand Summit	78	105	142	161	179	198	207	207	198	198	179	151	133	124	96	87	78	78	78
Parking Structure	326	300	190	119	101	80	45	23	21	32	68	180	184	184	191	207	220	245	268
West of Park Avenue	394	388	376	340	312	260	239	218	209	209	227	252	265	274	282	309	313	360	386
Utilization by Area																			
Total	33%	30%	33%	38%	38%	40%	43%	46%	49%	48%	47%	42%	44%	44%	48%	46%	47%	41%	38%
East of Park Avenue	45%	42%	44%	47%	45%	43%	44%	47%	49%	48%	49%	44%	48%	50%	56%	56%	57%	54%	52%
Marriot/Cecils	68%	58%	45%	38%	32%	26%	23%	24%	27%	27%	34%	44%	50%	53%	63%	66%	69%	68%	68%
Grand Summit	70%	60%	46%	39%	32%	25%	21%	21%	25%	25%	32%	42%	49%	53%	63%	67%	70%	70%	70%
Parking Structure	2%	10%	43%	64%	69%	76%	87%	93%	94%	90%	79%	46%	45%	44%	42%	38%	34%	26%	19%
West of Park Avenue	1%	2%	5%	14%	21%	34%	40%	45%	47%	47%	43%	37%	33%	31%	29%	22%	21%	9%	3%

APPENDIX C

PARKING STRUCTURE UTILIZATION

Appendix C

Use of Park Avenue Parking Structure and Crescent V Lot

Winter/Saturday
March:

	Hour Beginning																			Total	Maximum
	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	Noon	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7PM	8 PM	9 PM	10 PM	11 PM	MidNgt	Daily	Use
Parking Structure – Park Avenue Use																					
Number of Spaces	332	332	332	332	332	332	332	332	332	332	332	332	332	332	332	332	332	332	332		
From Marriot /Cecils	66	36	20	33	0	0	0	0	0	0	0	0	0	3	51	61	73	68	66	476	73
- Long Term	66	36	20	33	0	0	0	0	0	0	0	0	0	3	51	61	73	68	66	476	73
- Short Term	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
From Grand Summit	56	34	22	29	0	0	0	0	0	0	0	0	0	2	37	47	56	56	56	397	56
- Long Term	56	34	22	29	0	0	0	0	0	0	0	0	0	2	37	47	56	56	56	397	56
- Short Term	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Gondola	0	26	79	118	125	131	131	131	131	125	105	39	26	26	13	7	0	0	0	1,216	131
Other	10	17	31	47	59	80	87	100	102	101	92	78	85	85	82	72	67	49	35	1,279	102
Cinema	0	0	0	0	0	0	66	110	110	110	110	110	137	137	165	165	165	137	[illegible]	[illegible]	[illegible]
Total Demand	132	113	152	228	184	212	284	341	344	336	307	228	248	253	347	351	362	310	267	5,000	362
Subtotal																					
Long Term	122	70	42	62	0	0	0	0	0	0	0	0	0	5	88	108	129	124	[illegible]	[illegible]	[illegible]
Short Term	10	43	110	166	184	212	284	341	344	336	307	228	248	247	259	244	232	186	145	3,176	344
Overflow Use of Structure From Crescent V																					
Number of Spaces	847	847	847	847	847	847	847	847	847	847	847	847	847	847	847	847	847	847	847	--	847
Spaces Leased to Harrah's	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	--	450
Spaces Required for Crescent V	8	19	46	122	179	290	336	379	398	398	360	309	282	265	248	190	181	82	26	--	398
Spaces Available in Crescent V	389	378	351	275	218	107	61	18	(1)	(1)	37	88	115	132	149	207	216	315	371	--	389
Percent Utilization in Crescent V	2%	5%	12%	31%	45%	73%	85%	96%	100%	100%	91%	78%	71%	67%	62%	48%	46%	21%	7%	55%	100%
Demand in Parking Structure	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	3	1
Total Parking Structure Use																					
Total Parking Structure Demand	132	113	152	228	184	212	284	341	346	338	307	228	248	253	347	351	362	310	267	5,002	362
Remaining Spaces Available	200	219	180	104	148	120	48	(9)	(14)	(6)	25	104	84	79	(15)	(19)	(30)	22	65	1,306	219
Total Utilization	40%	34%	46%	69%	55%	64%	86%	103%	104%	102%	93%	69%	75%	76%	105%	106%	109%	93%	80%	79%	109%

Appendix C

Use of Park Avenue Parking Structure and Crescent V Lot

Summer/Saturday
August

	Hour Beginning																			Total	Maximum
	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	Noon	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7PM	8 PM	9 PM	10 PM	11 PM	MidNgt	Daily	Use
Parking Structure – Park Avenue Use																					
Number of Spaces	332	332	332	332	332	332	332	332	332	332	332	332	332	332	332	332	332	332	332		
From Marriot /Cecils	66	34	15	26	0	0	0	0	0	0	0	0	0	1	50	60	73	68	66	459	73
- Long Term	66	34	15	26	0	0	0	0	0	0	0	0	0	1	50	60	73	68	66	459	73
- Short Term	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
From Grand Summit	56	9	19	24	0	0	0	0	0	0	0	0	0	1	37	46	56	56	56	360	56
- Long Term	56	9	19	24	0	0	0	0	0	0	0	0	0	1	37	46	56	56	56	360	56
- Short Term	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Gondola	0	25	75	113	119	125	125	125	125	119	100	38	25	25	13	6	0	0	0	1,159	125
Other	13	15	20	34	45	71	80	96	100	100	93	92	103	103	102	92	87	63	44	1,352	103
Cinema	0	0	0	0	0	0	56	84	84	84	84	84	112	112	140	140	140	112	84	1,316	140
Total Demand	135	82	128	196	164	196	261	306	309	303	277	213	240	242	341	345	357	299	250	4,648	357
- Long Term	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
- Short Term	13	40	95	147	164	196	261	306	309	303	277	213	240	240	235	238	227	175	128	3,824	309
Overflow Use of Structure From Crescent V																					
Number of Spaces	847	847	847	847	847	847	847	847	847	847	847	847	847	847	847	847	847	847	847	--	847
Spaces Leased to Harrah's	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	--	450
Spaces Required for Crescent V	8	19	46	122	179	290	336	379	398	398	360	309	282	265	248	190	181	82	26	--	398
Spaces Available in Crescent V	389	378	351	275	218	107	61	18	(1)	(1)	37	88	115	132	149	207	216	315	371	--	389
Percent Utilization in Crescent V	2%	5%	12%	31%	45%	73%	85%	96%	100%	100%	91%	78%	71%	67%	62%	48%	46%	21%	7%	55%	100%
Demand in Parking Structure	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	3	1
Total Parking Structure Use																					
Total Parking Structure Demand	135	82	128	196	164	196	261	306	311	304	277	213	240	242	341	345	357	299	250	4,648	357
Remaining Spaces Available	197	250	204	136	168	136	71	26	21	28	55	119	92	90	-9	-13	-25	33	82	1,660	250
Total Utilization	41%	25%	39%	59%	49%	59%	79%	92%	94%	92%	83%	64%	72%	73%	103%	104%	107%	90%	75%	74%	107%

Appendix C

Use of Park Avenue Parking Structure and Crescent V Lot

Off Season/Saturday
October

	Hour Beginning																			Total Daily	Maximum Use
	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	Noon	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7PM	8 PM	9 PM	10 PM	11 PM	MidNgt		
Parking Structure – Park Avenue Use																					
Number of Spaces	332	332	332	332	332	332	332	332	332	332	332	332	332	332	332	332	332	332	332		
From Marriot /Cecils	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
- Long Term	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
- Short Term	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
From Grand Summit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
- Long Term	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
- Short Term	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Gondola	0	16	49	73	77	82	82	82	82	77	65	24	16	16	8	4	0	0	0	754	82
Other	6	12	25	37	46	60	64	72	74	72	65	52	55	55	52	46	42	31	22	888	74
Cinema	0	0	0	0	0	0	37	62	62	62	62	62	77	77	92	92	92	77	62	914	92
Total Demand	6	29	74	111	124	142	182	215	217	212	192	138	148	148	152	142	134	107	83	2,556	217
Contract																					
- Long Term	-	-	-	-	-	-	-	-	-	-	-										
Short Term	6	29	74	111	124	142	182	215	217	212	192	138	148	148	152	142	134	107	83	2,556	217
Overflow Use of Structure From Crescent V																					
Number of Spaces	847	847	847	847	847	847	847	847	847	847	847	847	847	847	847	847	847	847	847	--	847
Spaces Leased to Harrah's	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	--	450
Spaces Required for Crescent V	4	10	25	67	98	159	184	208	218	218	197	169	155	145	136	105	99	45	15	--	218
Spaces Available in Crescent V	393	387	372	330	299	238	213	189	179	179	200	228	242	252	261	292	298	352	382	--	393
Percent Utilization in Crescent V	1%	3%	6%	17%	25%	40%	46%	52%	55%	55%	50%	43%	39%	37%	34%	26%	25%	11%	4%	30%	55%
Demand in Parking Structure	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Parking Structure Use																					
Total Parking Structure Demand	6	29	74	111	124	142	182	215	217	212	192	138	148	148	152	142	134	107	83	2,556	217
Remaining Spaces Available	326	303	258	221	208	190	150	117	115	120	140	194	184	184	180	190	198	225	249	3,752	326
Total Utilization	2%	9%	22%	33%	37%	43%	55%	65%	65%	64%	58%	41%	44%	44%	46%	43%	40%	32%	25%	41%	65%

Appendix C

Use of Park Avenue Parking Structure and Crescent V Lot

Winter/Weekday
March:

	Hour Beginning																			Total Daily	Maximum Use
	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	Noon	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7PM	8 PM	9 PM	10 PM	11 PM	MidNgt		
Parking Structure -- Park Avenue Use																					
Number of Spaces	332	332	332	332	332	332	332	332	332	332	332	332	332	332	332	332	332	332	332		
From Marriot /Cecils	19	0	0	0	0	0	0	0	0	0	0	0	0	0	1	12	26	21	19	99	26
- Long Term	19	0	0	0	0	0	0	0	0	0	0	0	0	0	1	12	26	21	19	99	26
- Short Term	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
From Grand Summit	23	0	0	0	0	0	0	0	0	0	0	0	0	0	3	13	23	23	23	107	23
- Long Term	23	0	0	0	0	0	0	0	0	0	0	0	0	0	3	13	23	23	23	107	23
- Short Term	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Gondola	0	9	55	82	86	91	91	91	91	86	73	27	18	18	9	5	0	0	0	831	91
Other	8	14	28	42	52	70	75	85	87	86	78	64	69	69	66	58	54	39	49	1,092	87
Overflow	0	0	0	0	0	0	56	84	84	84	84	84	112	112	140	140	140	112	84	1,316	140
Total Demand	50	24	83	124	139	161	222	260	262	256	234	175	199	199	219	228	242	195	175	3,446	262
Overflow																					
Long Term	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	25	48	44	42	206	48
Short Term	50	24	83	124	139	161	222	260	262	256	234	175	199	199	215	203	194	151	133	3,239	202
Overflow Use of Structure From Crescent V																					
Number of Spaces	847	847	847	847	847	847	847	847	847	847	847	847	847	847	847	847	847	847	847	--	847
Spaces Leased to Harrah's	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	--	450
Spaces Required for Crescent V	6	15	35	94	137	222	257	291	305	305	276	237	217	204	191	147	140	64	21	-	305
Spaces Available in Crescent V	391	382	362	303	260	175	140	106	92	92	121	160	180	193	206	250	257	333	376	--	391
Percent Utilization in Crescent V	2%	4%	9%	24%	35%	56%	65%	73%	77%	77%	70%	60%	55%	51%	48%	37%	35%	16%	5%	42%	77%
Demand in Parking Structure	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Parking Structure Use																					
Total Parking Structure Demand	50	24	83	124	139	161	222	260	262	256	234	175	199	199	219	228	242	195	175	3,446	262
Remaining Spaces Available	282	308	249	208	193	171	110	72	70	76	98	157	133	133	113	104	90	137	157	2,862	308
Total Utilization	15%	7%	25%	37%	42%	48%	67%	78%	79%	77%	71%	53%	60%	60%	66%	69%	73%	59%	53%	55%	79%

Appendix C

Use of Park Avenue Parking Structure and Crescent V Lot

Summer/Weekday
August

	Hour Beginning																			Total Daily	Maximum Use
	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	Noon	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7PM	8 PM	9 PM	10 PM	11 PM	MidNgt		
Parking Structure – Park Avenue Use																					
Number of Spaces	332	332	332	332	332	332	332	332	332	332	332	332	332	332	332	332	332	332	332		
From Marriot /Cecils	19	0	0	0	0	0	0	0	0	0	0	0	0	0	2	12	26	21	19	100	26
- Long Term	19	0	0	0	0	0	0	0	0	0	0	0	0	0	2	12	26	21	19	100	26
- Short Term	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
From Grand Summit	23	0	0	0	0	0	0	0	0	0	0	0	0	0	3	13	23	23	23	107	23
Long Term	23	0	0	0	0	0	0	0	0	0	0	0	0	0	3	13	23	23	23	107	23
- Short Term	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Gondola	0	9	55	83	88	92	92	92	92	88	74	28	18	18	9	5	0	0	0	846	92
Other	11	13	17	29	38	60	67	81	84	84	78	77	87	87	86	77	74	53	37	1,135	87
Cinema	0	0	0	0	0	0	56	84	84	84	84	84	112	112	140	140	140	112	94	1,216	140
Total Demand	53	22	72	112	125	152	215	257	260	256	236	189	217	217	240	248	262	209	163	3,506	262
Subtotal																					
- Long Term	42	0	0	0	0	0	0	0	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	46	44	42	205	48
Short Term	11	22	72	112	125	152	215	257	260	256	236	189	217	217	236	222	214	155	121	3,299	260
Overflow Use of Structure From Crescent V																					
Number of Spaces	847	847	847	847	847	847	847	847	847	847	847	847	847	847	847	847	847	847	847	--	847
Spaces Leased to Harrah's	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	--	450
Spaces Required for Crescent V	6	15	36	94	138	223	258	292	306	306	277	238	219	206	193	149	141	65	22	--	306
Spaces Available in Crescent V	391	382	361	303	259	174	139	105	91	91	120	159	178	191	204	248	256	332	375	--	391
Percent Utilization in Crescent V	2%	4%	9%	24%	35%	56%	65%	73%	77%	77%	70%	60%	55%	52%	49%	37%	36%	16%	6%	42%	77%
Demand in Parking Structure	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Parking Structure Use																					
Total Parking Structure Demand	53	22	72	112	125	152	215	257	260	256	236	189	217	217	240	248	262	209	163	3,506	262
Remaining Spaces Available	279	310	260	220	207	180	117	75	72	76	96	143	115	115	92	84	70	123	169	2,802	310
Total Utilization	16%	7%	22%	34%	38%	46%	65%	77%	78%	77%	71%	57%	65%	65%	72%	75%	79%	63%	49%	56%	79%

Appendix C

Use of Park Avenue Parking Structure and Crescent V Lot

Off Season/Weekday
October

	Hour Beginning																			Total Daily	Maximum Use
	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	Noon	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7PM	8 PM	9 PM	10 PM	11 PM	MidNgt		
Parking Structure – Park Avenue Use																					
Number of Spaces	332	332	332	332	332	332	332	332	332	332	332	332	332	332	332	332	332	332	332		
From Marriot /Cecils	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
- Long Term	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
- Short Term	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
From Grand Summit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
- Long Term	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
- Short Term	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Gondola	0	6	35	53	56	59	59	59	59	56	47	18	12	12	6	3	0	0	0	0	0
Other	4	10	23	34	42	54	57	63	64	63	56	42	43	42	39	34	31	21	15	536	59
Cinema	0	0	0	0	0	0	32	48	48	48	48	48	64	64	80	80	80	64	48	737	64
Total Demand	4	16	58	87	98	112	148	170	171	167	151	108	119	118	125	117	111	86	63	2,027	171
Subtotal																					
- Long Term	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
- Short Term	4	16	58	87	98	112	148	170	171	167	151	108	119	118	125	117	111	86	63	2,027	171
Overflow Use of Structure From Crescent V																					
Number of Spaces	847	847	847	847	847	847	847	847	847	847	847	847	847	847	847	847	847	847	847	--	847
Spaces Leased to Harrah's	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	--	450
Spaces Required for Crescent V	3	9	21	57	85	137	158	179	188	188	170	145	132	123	115	88	84	37	11	--	188
Spaces Available in Crescent V	394	388	376	340	312	260	239	218	209	209	227	252	265	274	282	309	313	360	386	--	394
Percent Utilization in Crescent V	1%	2%	5%	14%	21%	34%	40%	45%	47%	47%	43%	37%	33%	31%	29%	22%	21%	9%	3%	26%	47%
Demand in Parking Structure	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Parking Structure Use																					
Total Parking Structure Demand	4	16	58	87	98	112	148	170	171	167	151	108	119	118	125	117	111	86	63	2,027	171
Remaining Spaces Available	328	316	274	245	234	220	184	162	161	165	181	224	213	214	207	215	221	246	269	4,281	328
Total Utilization	1%	5%	17%	26%	29%	34%	44%	51%	52%	50%	46%	32%	36%	36%	38%	35%	33%	26%	19%	32%	52%

NEW BUSINESS A

NEW BUSINESS a)

City of South Lake Tahoe

"making a positive difference now"

July 15, 2004

CITY OF SOUTH LAKE TAHOE CAPITAL IMPROVEMENT PROGRAM

Mayor and Council:

The Director of Public Works and his staff have done a good job identifying projects proposed for funding in the capital improvement program of the City. As you can see in the report, most projects are grant funded. There are several projects that propose dollars from the City General Fund. The City Council should review these projects and determine it wishes to make hard-dollar General Fund commitments to these projects at this time as we struggle with financial issues and concerns. Of course, capital projects are one-time expenditures.

To ensure proper tracking of approved capital improvement projects, they will be included in future budgets so that the City Council and City management can track revenues and expenditures.

Even with the adoption of a capital improvement program, this office proposes to scrutinize each capital project as it moves forward for actual funding to determine the exact dollar impacts to the General Fund and the cost of maintaining the proposed project over time.

David M. Jinkens
City Manager

CENTRAL RECORDS
FILE No.: 1005
1023

Office of the City Manager · 1052 Tata Lane · South Lake Tahoe, California 96150-6324
City Manager · (530) 542-6045 · FAX (530) 542-4054

NEW BUSINESS a)

City of South Lake Tahoe

"making a positive difference now"

Staff Report

City Council Meeting of July 20, 2004

Dt: July 13, 2004

To: David M. Jinkens, City Manager

Fr: Brad Vidro, Public Works Director/City Engineer

Re: City of South Lake Tahoe Capital Improvement Program

Recommendation:

1. Approve Capital Improvement Program (CIP)
2. Adopt Budget Resolution for CIP
3. Provide direction on Bijou Community Park funding

Discussion:

The City of South Lake Tahoe historically adopted a five-year capital improvement program after it adopted its annual operating budget. This was typically done after the annual audit determined what funding was available for capital improvement projects. The last five-year capital improvement program that was adopted separately by the City Council was in fiscal year 1999/2000. Since that time, a variety of methods have been used to establish project budgets. Due to limited general fund dollars being available, most projects are funded through grants. When the City accepts the grant the budget has been considered to be approved. More recently budget establishing resolutions have been included in conjunction with acceptance of grants to formally adopt that project's budget. Some projects or portions of projects have been funded through the annual budget process. These project budgets are adopted along with the annual operating budget. At the end of the fiscal year remaining balances in capital improvement accounts have been "carried forward" to the next fiscal year. The City Council approved "City and Redevelopment Agency Financial Controls" at its November 25, 2003 meeting. In this list of financial controls it is required that expenditures and revenues be brought forward in a budget document each fiscal year. The intent of the capital improvement program is to meet that requirement.

Typically the City Council adopts resolutions and/or project lists to identify projects for specific funding programs. Adoption of a five-year capital improvement program can serve the same purpose as those resolutions by identifying projects proposed for funding over a five-year period. Funding programs that require identification of proposed projects include the Tahoe Regional Planning Agency Mitigation Funds, the Regional Surface Transportation Program, Congestion Mitigation and Air Quality Program, Rule 20A Underground Utility funding and the Federal Aviation Administration. Additionally, a five-year plan provides staff with direction on which

projects should be considered for future grant applications. Particularly with water quality project funding it is beneficial for staff to know which projects are priorities with the City Council. Increased funding opportunities are becoming available and may require a short turn around time for applications. The five-year plan will be used by staff to apply for any additional funding that becomes available. It will be updated annually to provide accurate information to the City Council and to confirm City Council priorities.

When additional grant funds are received staff will continue to bring forward budget resolutions to modify the individual project budgets. This will identify the expenditure plan for the grant. Staff recommends that at the end of each fiscal year the project budgets continue to be rolled forward, but with an annual CIP being adopted after the annual operating budget to confirm those roll forward budget figures. The City's fiscal year running from October 1 to September 30 creates the need to have funded spending authority that crosses fiscal years. The construction season crosses the fiscal years creating this need.

Implementation of the Capital Improvement Program is mostly the responsibility of the engineering division of the public works department. There are over 50 projects in the program. There is limited staff available to work on these projects. Most of the effort has been concentrated on grant reimbursable projects to try to recover revenue for staff time. Due to the high number of projects and the increased complexity of grant funded projects, many general fund projects do not get implemented in a timely manner. By including all active projects in the annual adoption of the Capital Improvement Program, it allows the City Council to reaffirm its project priorities or to shift funding to other projects. Staff has identified several accounts that have general fund monies in them that could be reallocated. Staff's suggestion is that these funds be put in a capital improvement reserve fund for future reallocation as critical needs arise. The total recommended amount that would become a reserve is $212,102. The project list with proposed shifts to a reserve account is attached.

There is also a balance of $258,100 in the CIP fund for Bijou Community Park. This has accumulated from several sources including general fund allocations and several small donations. Once the infrastructure was completed a well was drilled for irrigation purposes in 1995. The necessary pump and well house were delayed and have yet to be constructed. In the FY1998/99 budget $100,000 was allocated for an irrigation system at the park. This was intended to be used to install an irrigation system prior to soliciting donations for turf from the various community groups. Staff is requesting City Council direction on whether additional development of Bijou Community Park is still a high priority or if this funding should be directed to a higher priority project. It could go towards construction of a synthetic turf field at the Measure S fields location or it could be directed towards preliminary work on a new City Hall.

Currently the money budgeted in the CIP account is for the irrigation and landscaping of Bijou Community Park. The Parks and Recreation Department is requesting the transfer of CIP funds from Bijou Community Park to the new fields and another City Parks and Recreation related obligation. Given the current financial situation of the City it is not prudent to install the irrigation and landscaping at Bijou Community Park when we will not have the resources to maintain those improvements. They are recommending that $150,000 be allocated to the new synthetic playing fields, $50,000 be allocated to monitoring of the synthetic fields and that $50,000 be allocated towards design and construction of water quality improvements at the Bijou Municipal Golf Course parking lot. The justification includes the fact that there would be an immediate impact for the community. First, it will help complete needed athletic fields and provide state of the art fields that will service the community for decades to come. Second, with a verbal proposal from Knox Johnson stating that if the City does all the engineering, design and permits, Mr. Johnson will have the golf course parking lot installed. This will meet our storm water waste discharge permit obligation by the California Water Quality Control Board, Lahontan Region. Finally, if funds are not available for monitoring this is a safety net so the project can proceed. I have already requested that this year maintenance funds for the new fields be allocated to the monitoring program.

As mentioned previously another use of the money allocated for Bijou Community Park could be for initial planning and design and the environmental document for construction of a new City Hall.

Staff is requesting direction from the City Council on the use of the money allocated for Bijou Community Park. The needs of the City are many and funding is limited.

As required under state law, the draft Capital Improvement Program was presented to the City of South Lake Tahoe's Planning Commission. The Planning Commission made the required General Plan findings of consistency for the identified new projects in the CIP at their March 11, 2004 meeting. For all of the other projects active in this fiscal year, the Planning Commission had previously made those findings.

Financial Implications:
Budget totals for the CIP funds are as follows:

Fund 301:	Revenues $12,216,578	Expenditures $13,476,215
Fund 302:	Revenues $ 85,330	Expenditures $ 62,235
Fund 303:	Revenues $ 253,442	Expenditures $ 1,503,442

Adoption of the Capital Improvement Program includes a total budget of $13,476,215 in expenses and $12,216,578 in revenues in the general fund portion of the CIP. This budget includes general fund allocations from prior years. General fund dollars are shown next to the

titles of the projects in the descriptions included in the CIP. The Council could choose to reallocate some or all of these funds by not pursuing the associated projects. Work will continue on these projects that will lead to completion of all projects listed within the CIP, unless staff is directed otherwise.

If the City Council follows staff's suggestion, $212,102 will be allocated to a capital improvement reserve fund for future reallocation as critical needs arise.

Currently these general fund allocations act as a reserve for the City until they are spent on the budgeted project. They are also used to offset the 10% retention that is held from California Tahoe Conservancy reimbursements, which is a grant requirement. The retention can be held for several years on the larger more complex or delayed projects.

Attachments
1. Resolution
2. Proposed Reserve Account
3. 2003/04 Project Budgets
4. Capital Improvement Program

c: Debbie McIntyre
Steve Weiss
h:\data-a-d\cip\srcip03-04.doc

By:

Brad Vidro
Public Works Director/City Engineer

Reviewed and Approved by:

David M. Jinkens
City Manager

City of South Lake Tahoe
Resolution No. 2004-48

A Resolution of the City Council of the City of South Lake Tahoe Amending the Adopted Fiscal Year 2003/04 Budget and Adopting a Capital Improvement Program Budget

Whereas, the City of South Lake Tahoe would like to amend its annual budget to include the Capital Improvement Program project budgets; and

Whereas, Staff recommends that adjustments summarized below:

Fund 301:	Revenues $12,216,578	Expenditures $13,476,215
Fund 302:	Revenues $ 85,330	Expenditures $ 62,235
Fund 303:	Revenues $ 253,442	Expenditures $ 1,503,442

Now, Therefore, Be It Resolved By the City Council of the City of South Lake Tahoe that the budget adjustments to the 2003/04 Fiscal Year Budget are hereby approved.

Passed and Adopted by the City Council of the City of South Lake Tahoe on July 20, 2004, by the following votes:

Ayes: Councilmembers DAVIS, LOVELL, BROWN & UPTON

Noes: Councilmembers _____

Absent: Councilmembers COLE

Abstain: Councilmembers _____

Tom Davis, Mayor

Attest:

City Clerk
(City Seal)

CITY OF SOUTH LAKE TAHOE 19 65 CALIFORNIA

Proposed Projects Balances to be Moved to
Capital Improvement Program Reserve Account

Project Account	Available Funding	Reserve Amount
Erosion Control Cost, 301 40007	$89,659	
Ski Run SEZ Restoration Project, 301 40010	$40,300	$40,300
Glorene Avenue/Eighth Street ECP, 301 40014	$13,000	
Regina Road Erosion Control Project, 301 40015	$16,000	$16,000
Sierra Boulevard Improvements, 301 50002	$19,727	
Highway 50 Demonstration Project, 301 50006 ($12,300 was received from Safeway for future ped lighting)	$16,524	$4,224
Curb Ramp Installation, 301 50010	$24,600	
Bijou Community Park, 301 60001	$258,100	
Heater/Blower Air Structure, 301 60004	$65,000	
Recreation Complex Roof, 301 60009	$13,787	$13,787
South Y Transfer Terminal Project, 301 60010	$15,530	$15,530
Parking Lot Overlay, 301 60011	$50,027	
STAGE Maintenance Expansion Project, 301 60012	$2,000	$2,000
Equipment and Records Storage Mezzanine, 301 60015	$22,930	$22,930
Services Center Safety Upgrades (Interior), 301 60016	$23,500	$23,500
El Dorado Beach Parking Lot/Floating Docks, 301 60023	$21,494	
Ice Skating Facility, 301 60025	$3,364	$3,364
Playground and Site Improvements, 301 60026	$25,000	$25,000
Reroof 1700 D Street, 301 60030	$124,000	
Underground Storage Tank Upgrade, 301 60035	$25,000	
Reroof Administrative Center, 301 60036	$0	
LTA Handicap Access, 301 60038 (Transfer of Housing & Economic Development funds)	$46,250	
Above Ground Fuel Tanks, 301 60039	$25,000	
City CIP Administration, 301 70000	$37,693	
Pavement Grinder, 301 70002	$39,292	$39,292
Replace 486 Computers and Upgrade, 301 70005	$4,675	$4,675
Software/Hardware Purchase (Bi-Tech), 301 70008	$1,500	$1,500
South Y Community Plan, 301 70012	$292,675	
Additional Bi Tech Purchases, 301 70013	$22,894	
Snow Storage Acquisition, 301 70014	$95,000	
	$1,375,981	$212,102

Proposed Projects Balances to be Moved to
Capital Improvement Program Reserve Account

Project Account	Available Funding	Reserve Amount
Erosion Control Cost, 301 40007	$89,659	
Ski Run SEZ Restoration Project, 301 40010	$40,300	$40,300
Glorene Avenue/Eighth Street ECP, 301 40014	$13,000	
Regina Road Erosion Control Project, 301 40015	$16,000	$16,000
Sierra Boulevard Improvements, 301 50002	$19,727	
Highway 50 Demonstration Project, 301 50006 ($12,300 was received from Safeway for future ped lighting)	$16,524	$4,224
Curb Ramp Installation, 301 50010	$24,600	
Bijou Community Park, 301 60001	$258,100	
Heater/Blower Air Structure, 301 60004	$65,000	
Recreation Complex Roof, 301 60009	$13,787	$13,787
South Y Transfer Terminal Project, 301 60010	$15,530	$15,530
Parking Lot Overlay, 301 60011	$50,027	
STAGE Maintenance Expansion Project, 301 60012	$2,000	$2,000
Equipment and Records Storage Mezzanine, 301 60015	$22,930	$22,930
Services Center Safety Upgrades (Interior), 301 60016	$23,500	$23,500
El Dorado Beach Parking Lot/Floating Docks, 301 60023	$21,494	
Ice Skating Facility, 301 60025	$3,364	$3,364
Playground and Site Improvements, 301 60026	$25,000	$25,000
Reroof 1700 D Street, 301 60030	$124,000	
Underground Storage Tank Upgrade, 301 60035	$25,000	
Reroof Administrative Center, 301 60036	$0	
LTA Handicap Access, 301 60038 (Transfer of Housing & Economic Development funds)	$46,250	
Above Ground Fuel Tanks, 301 60039	$25,000	
City CIP Administration, 301 70000	$37,693	
Pavement Grinder, 301 70002	$39,292	$39,292
Replace 486 Computers and Upgrade, 301 70005	$4,675	$4,675
Software/Hardware Purchase (Bi-Tech), 301 70008	$1,500	$1,500
South Y Community Plan, 301 70012	$292,675	
Additional Bi Tech Purchases, 301 70013	$22,894	
Snow Storage Acquisition, 301 70014	$95,000	
	$1,375,981	$212,102

2003/04 CIP Project Budgets

Account #	Object #	Description	Budget	Rev Total	Exp Total	Net
30140001		**BEECHER/LODI AVE ECP**	0.00	0.00	0.00	0.00
30140004		**BIJOU/WILDWOOD DRAINAGE**	0.00	0.00	0.00	0.00
30140005		**D STREET EROSION CONTROL**	0.00	0.00	0.00	0.00
30140006		**TAHOE VALLEY EROSION #1**	0.00	0.00	0.00	0.00
30140007		**EROSION CONTROL COSTS**				
	EXPENSES					
	48030	CONSTRUCTION	84,023.00			
	48060	OVERHEAD/ADMINISTRATION	10,000.00			
		Total:		0.00	94,023.00	
		NET (REV)/EXP				94,023.00
30140008		**STATELINE EROSION #1**	0.00	0.00	0.00	0.00
30140010		**SKI RUN SEZ**				
	EXPENSES					
	48030	CONSTRUCTION	~~38,300.00~~			
	48060	OVERHEAD/ADMINISTRATION	~~2,000.00~~			
		Total:			~~40,300.00~~	
		NET (REV)/EXP				~~40,300.00~~
30140012		**AL TAHOE/PIONEER BIJOU CRK EXT**				
	REVENUES					
	33212	CALIFORNIA TAHOE CONSERV (CTC)	-16,954.00			
		Total:		-16,954.00		
	EXPENSES					
	48030	CONSTRUCTION	900.00			
		Total:			900.00	
		NET (REV)/EXP				-16,054.00
30140013		**ROCKY POINT ECP**				
	REVENUES					
	33212	CALIFORNIA TAHOE CONSERV (CTC)	- ,280,828.00			
	33312	(TRPA)WATER QUALITY MITIGATION	-70,000.00			
	36284	MISCELL. REIMBURSEMENT	-126,889.00			
		Total:		-1,477,717.00		
	EXPENSES					
	48010	ENGINEERING STUDY/DESIGN	0.00			
	48020	ENGINEERING DESIGN	35,555.00			
	48030	CONSTRUCTION	,427,116.00			
	48040	ACQUISITION	6,793.00			
		Total:			1,469,464.00	
		NET (REV)/EXP				-8,253.00
30140014		**GLORENE/8TH STREET ECP**				
	REVENUES					
	33212	CALIFORNIA TAHOE CONSERV (CTC)	- 3,289,716.00			
		Total:		-3,289,716.00		
	EXPENSES					
	48020	ENGINEERING DESIGN	221,270.00			
	48030	CONSTRUCTION	2,640,118.00			
	48040	ACQUISITION	248,530.00			
	48050	MONITORING	67,355.00			
	48060	OVERHEAD/ADMINISTRATION	87,638.00			
		Total:			3,264,911.00	
		NET (REV)/EXP				-24,805.00
30140015		**REGINA ROAD ECP**				
	REVENUES	Total:		0.00		
	EXPENSES					
	48030	CONSTRUCTION	~~16,000.00~~			
		Total:			~~16,000.00~~	
		NET (REV)/EXP				~~16,000.00~~
30140016		**INDUSTRIAL TRACT WQ & SEZ REST**				
	REVENUES					
	33212	CALIFORNIA TAHOE CONSERV (CTC)	-13,337.00			
		Total:		-13,337.00		
	EXPENSES					
	48030	CONSTRUCTION	3,400.00			
	48050	MONITORING	6,055.00			
		Total:			9,455.00	
		NET (REV)/EXP				-3,882.00

2003/04 CIP Project Budgets

Account #	Object #	Description	Budget	Rev Total	Exp Total	Net
30140017		**UPPER TRUCKEE RESTORATION**				
	REVENUES					
	33212	CALIFORNIA TAHOE CONSERV (CTC)	-600,000.00			
	33320	OTHER-LOCAL GRANTS	-36,000.00			
		Total:		-636,000.00		
	EXPENSES					
	48020	ENGINEERING DESIGN	458,830.00			
	48050	MONITORING	86,000.00			
	50001	OPERATING TRANSFR OUT TO GEN F	91,170.00			
		Total:			636,000.00	
		NET (REV)/EXP				0.00
30140018		**SIERRA TRACT**				
	REVENUES					
	33117	U.S.FOREST SERVICE	-200,000.00			
	33212	CALIFORNIA TAHOE CONSERV (CTC)	-397,691.00			
		Total:		-597,691.00		
	EXPENSES					
	48020	ENGINEERING DESIGN	539,771.00			
	48050	MONITORING	10,000.00			
	50001	OPERATING TRANSFR OUT TO GEN F	100,000.00			
		Total:			649,771.00	
		NET (REV)/EXP				52,080.00
30140019		**EAST PIONEER TRAIL**				
	REVENUES					
	33212	CALIFORNIA TAHOE CONSERV (CTC)	-245,485.00			
		Total:		-245,485.00		
	EXPENSES					
	48020	ENGINEERING DESIGN	150,963.00			
	48050	MONITORING	38,264.00			
	50014	TRANSFERS-OUT TO CITY-CIP(301)	50,000.00			
		Total:			239,227.00	
		NET (REV)/EXP				-6,258.00
30140020		**CURB & GUTTER REPLACEMENT**	0.00	0.00	0.00	0.00
30140021		**LOS ANGELES DR. DRAINAGE IMPRO**	0.00	0.00	0.00	0.00
30140022		**HIGH SCHOOL DRAINAGE IMPROV.**	0.00	0.00	0.00	0.00
30140023		**15TH STREET DRAINAGE IMPROV.**	0.00	0.00	0.00	0.00
30140024		**TULARE DRAINAGE IMPROV.**	0.00	0.00	0.00	0.00
30140025		**ECP CURTEM MONITORING PHASE II**				
	REVENUES					
	33117	U.S.FOREST SERVICE	-77,823.00			
		Total:		-77,823.00		
	EXPENSES					
	48050	MONITORING	78,039.00			
		Total:			78,039.00	
		NET (REV)/EXP				216.00
30140026		**CHEMICAL TREATMENT STUDY**				
	REVENUES					
	33117	U.S.FOREST SERVICE	-222,093.00			
		Total:		-222,093.00		
	EXPENSES					
	48010	ENGINEERING STUDY/DESIGN	222,093.00			
		Total:			222,093.00	
		NET (REV)/EXP				0.00
30140027		**ROCKY POINT PHASES 3 AND 4**				
	REVENUES					
	33117	U.S.FOREST SERVICE	-41,711.00			
	33212	CALIFORNIA TAHOE CONSERV (CTC)	-922,129.00			
		Total:		-963,840.00		
	EXPENSES					
	48010	ENGINEERING STUDY/DESIGN	31,711.00			
	48020	ENGINEERING DESIGN	374,347.00			
	48030	CONSTRUCTION	204,550.00			
	48040	ACQUISITION	290,639.00			
	48060	OVERHEAD/ADMINISTRATION	62,593.00			
		Total:			963,840.00	
		NET (REV)/EXP				0.00

2003/04 CIP Project Budgets

Account #	Object #	Description	Budget	Rev Total	Exp Total	Net
30150002		**SIERRA BOULEVARD INTERSECTION**				
	REVENUES					
	33220	CALTRANS	-182,750.00			
	33311	(TRPA)AIR QUALITY MITIGATION	-50,000.00			
	36335	TRANSFER IN FROM RSTP (303)	-185,000.00			
		Total:		-417,750.00		
	EXPENSES					
	48020	ENGINEERING DESIGN	20,000.00			
	48030	CONSTRUCTION	365,227.00			
	48040	ACQUISITION	52,250.00			
		Total:			437,477.00	
		NET (REV)/EXP				19,727.00
30150003		**HARRISON AVE. IMPROVEMENTS**				
	REVENUES					
	33212	CALIFORNIA TAHOE CONSERV (CTC)	-54,920.00			
		Total:		-54,920.00		
	EXPENSES					
	48010	ENGINEERING STUDY/DESIGN	54,920.00			
		Total:			54,920.00	
		NET (REV)/EXP				0.00
30150004		**SKI RUN BIKE TRAIL PROJECT**				
	REVENUES					
	33117	U.S.FOREST SERVICE	-212,394.00			
	33212	CALIFORNIA TAHOE CONSERV (CTC)	-860,448.00			
	36284	MISCELL. REIMBURSEMENT	-60,522.00			
		Total:		-1,133,364.00		
	EXPENSES					
	48020	ENGINEERING DESIGN	15,674.00			
	48030	CONSTRUCTION	1,139,262.00			
		Total:			1,154,936.00	
		NET (REV)/EXP				21,572.00
30150005		**CRITICAL STREETS OVERLAY**	0.00	0.00	0.00	0.00
30150006		**HWY 50 IMPROVEMENT PROJECTS**				
	EXPENSES					
	48030	CONSTRUCTION	10,000.00			
	48060	OVERHEAD/ADMINISTRATION	2,300.00			
		Total:			12,300.00	
		NET (REV)/EXP				12,300.00
30150008		**LINEAR PARK EXT/PINE BLVD**				
	REVENUES	Total		0.00		
	EXPENSES					
	48030	CONSTRUCTION	2,120.00			
		Total			2,120.00	
		NET (REV)/EXP				2,120.00
30150009		**SOUTH Y IMPROVEMENTS**				
	REVENUES					
	33119	FED CMAQ	-700,000.00			
	33220	CALTRANS	-250,000.00			
	33311	(TRPA)AIR QUALITY MITIGATION	-75,000.00			
	33320	OTHER-LOCAL GRANTS	-15,000.00			
	36335	TRANSFER IN FROM RSTP (303)	-350,000.00			
		Total:		-1,390,000.00		
	EXPENSES					
	48020	ENGINEERING DESIGN	20,000.00			
	48030	CONSTRUCTION	1,020,473.00			
	48040	ACQUISITION	350,000.00			
		Total:			1,390,473.00	
		NET (REV)/EXP				473.00
30150010		**CURB RAMP INSTALLATION**				
	REVENUES	Total:		0.00		
	EXPENSES					
	48020	ENGINEERING DESIGN	3,000.00			
	48030	CONSTRUCTION	21,600.00			
		Total:			24,600.00	
		NET (REV)/EXP				24,600.00
30150011		**PAVE GOLF PARKING LOT**	0.00	0.00	0.00	0.00

2003/04 CIP Project Budgets

Account #	Object #	Description	Budget	Rev Total	Exp Total	Net
30150012		**15TH ST. BIKE TRAIL**				
	REVENUES					
	33212	CALIFORNIA TAHOE CONSERV (CTC)	-163,325.00			
		Total:		-163,325.00		
	EXPENSES					
	48020	ENGINEERING DESIGN	69,288.00			
	48030	CONSTRUCTION	5,000.00			
	48040	ACQUISITION	8,719.00			
	48050	MONITORING	6,997.00			
	48060	OVERHEAD/ADMINISTRATION	5,000.00			
		Total:			95,004.00	
		NET (REV)/EXP				-68,321.00
30150013		**BIKE TRAIL OVERLAY (PARKS)**	0.00	0.00	0.00	0.00
30150014		**LYONS/RUFUS ALLEN SIDEWALK IMP**				
	REVENUES					
	33229	OTHER STATE GRANTS	-356,400.00			
	33320	OTHER-LOCAL GRANTS	-41,800.00			
		Total:		-398,200.00		
	EXPENSES					
	48020	ENGINEERING DESIGN	8,200.00			
	48030	CONSTRUCTION	390,000.00			
		Total:			398,200.00	
		NET (REV)/EXP				0.00
30150015		**TAHOE KEYS RIGHT TURN LANE**				
	REVENUES					
	33119	FED CMAQ	-260,000.00			
		Total:		-260,000.00		
	EXPENSES					
	48020	ENGINEERING DESIGN	260,000.00			
		Total:			260,000.00	
		NET (REV)/EXP				0.00
30160001		**BIJOU COMMUNITY PARK**				
	EXPENSES					
	48020	ENGINEERING DESIGN	12,237.00			
	48030	CONSTRUCTION	240,882.00			
	48060	OVERHEAD/ADMINISTRATION	4,980.00			
		Total:			258,099.00	
		NET (REV)/EXP				258,099.00
30160002		**EL DORADO BEACH LANDSCAPE**	0.00	0.00	0.00	0.00
30160003		**CAMPGROUND RESTROOM/SHOWER #1**	0.00	0.00	0.00	0.00
30160004		**HEATER/BLOWER AIRSTRUCT POOL**				
	REVENUES	Total:		0.00		
	EXPENSES					
	48020	ENGINEERING DESIGN	5,000.00			
	48030	CONSTRUCTION	60,000.00			
		Total:			65,000.00	
		NET (REV)/EXP				65,000.00
30160005		**REGAN BCH CONCESS BLDG REPAIRS**	0.00	0.00	0.00	0.00
30160007		**SLT SPECIAL EVENTS COMMONS ARE**	0.00	0.00	0.00	0.00
30160008		**BIJOU ATHLETIC FENCE**	0.00	0.00	0.00	0.00
30160009		**RECREATION COMPLEX ROOF**				
	REVENUES	Total:		0.00		
	EXPENSES					
	48030	CONSTRUCTION	~~13,787.00~~			
		Total:			~~13,787.00~~	
		NET (REV)/EXP				~~13,787.00~~
30160010		**SOUTH Y TRANSFER TERMINAL**				
	EXPENSES					
	48030	CONSTRUCTION	~~13,930.00~~			
	48060	OVERHEAD/ADMINISTRATION	~~1,600.00~~			
		Total:			~~15,530.00~~	
		NET (REV)/EXP				~~15,530.00~~

2003/04 CIP Project Budgets

Account #	Object #	Description		Budget	Rev Total	Exp Total	Net
30160011		**PARKING LOTS OVERLAY**					
	REVENUES		Total:		0.00		
	EXPENSES						
	48030	CONSTRUCTION		49,027.00			
	48060	OVERHEAD/ADMINISTRATION		1,000.00			
			Total:			50,027.00	
		NET (REV)/EXP					50,027.00
30160012		**STAGE MAINTENANCE EXPANSION**					
	EXPENSES						
	48060	OVERHEAD/ADMINISTRATION		~~2,000.00~~			
			Total:			~~2,000.00~~	
		NET (REV)/EXP					~~2,000.00~~
30160014		**UNDERGROUND TANK**		0.00	0.00	0.00	0.00
30160015		**EQUIP & RECS STORAGE MEZZANINE**					
	REVENUES		Total:		0.00		
	EXPENSES						
	48020	ENGINEERING DESIGN		~~2,000.00~~			
	48030	CONSTRUCTION		~~20,000.00~~			
	48060	OVERHEAD/ADMINISTRATION		~~930.00~~			
			Total:			~~22,930.00~~	
		NET (REV)/EXP					~~22,930.00~~
30160016		**SVCS CENTER SAFETY UPGRAD/INTE**					
	EXPENSES						
	48030	CONSTRUCTION		~~22,500.00~~			
	48060	OVERHEAD/ADMINISTRATION		~~1,000.00~~			
			Total:			~~23,500.00~~	
		NET (REV)/EXP					~~23,500.00~~
30160021		**POLICE RECORDS REMODEL**		0.00	0.00	0.00	0.00
30160022		**POLICE DEPARTMENT REROOF**		0.00	0.00	0.00	0.00
30160023		**EL DORADO BOAT LAUNCH**					
	REVENUES						
	33211	BOATING AND WATERWAYS		-445,157.00			
			Total:		-445,157.00		
	EXPENSES						
	48020	ENGINEERING DESIGN		60,229.00			
	48030	CONSTRUCTION		350,186.00			
	48040	ACQUISITION		54,020.00			
			Total			464,435.00	
		NET (REV)/EXP					19,278.00
30160025		**ICE-SKATING FACILITY**					
	REVENUES		Total:		0.00		
	EXPENSES						
	48030	CONSTRUCTION		1,396.00			
			Total:			1,396.00	
		NET (REV)/EXP					1,396.00
30160026		**PLAYGROUND & SITE**					
	REVENUES						
	33229	OTHER STATE GRANTS		-35,450.00			
			Total:		-35,450.00		
	EXPENSES						
	48030	CONSTRUCTION		~~25,000.00~~			
			Total:			~~25,000.00~~	
		NET (REV)/EXP					-10,450.00
30160027		**FLOATING DOCKS-BOAT RAMP**		0.00	0.00	0.00	0.00
30160028		**RETAINING WALL-EL DORADO BEACH**		0.00	0.00	0.00	0.00
30160029		**RE-ROOF STAGE FACILITY**		0.00	0.00	0.00	0.00
30160030		**ROOF AT 1700 D" STREET"**					
	REVENUES		Total:		0.00		
	EXPENSES						
	48030	CONSTRUCTION		123,000.00			
	48060	OVERHEAD/ADMINISTRATION		1,000.00			
			Total:			124,000.00	
		NET (REV)/EXP					124,000.00

2003/04 CIP Project Budgets

Account #	Object #	Description	Budget	Rev Total	Exp Total	Net
30160031		CITY HALL	0.00	0.00	0.00	0.00
30160032		MATERIAL STORAGE ACQUISITION	0.00	0.00	0.00	0.00
30160033		CABINS FOR RENT (P&R)	0.00	0.00	0.00	0.00
30160034		GOLF CLUBHOUSE (P&R)	0.00	0.00	0.00	0.00
30160035		UNDERGROUND STORAGE TANK UPGRA				
	REVENUES	Total:		0.00		
	EXPENSES					
	48020	ENGINEERING DESIGN	2,500.00			
	48030	CONSTRUCTION	22,500.00			
		Total:			25,000.00	
		NET (REV)/EXP				25,000.00
30160036		REROOF ADMIN CENTER	0.00	0.00	0.00	0.00
30160037		TRANSIT M & O FACILITY				
	REVENUES					
	33229	OTHER STATE GRANTS	-239,266.00			
	33311	(TRPA)AIR QUALITY MITIGATION	-35,000.00			
		Total		-274,266.00		
	EXPENSES					
	48020	ENGINEERING DESIGN	265,851.00			
		Total:			265,851.00	
		NET (REV)/EXP				-8,415.00
30160038		LTA HANDICAP ACCESS				
	REVENUES					
	36303	OPERATING TRANSFERS IN HOUSING	-45,450.00			
		Total:		-45,450.00		
	EXPENSES					
	48020	ENGINEERING DESIGN	10,000.00			
	48030	CONSTRUCTION	34,250.00			
	48060	OVERHEAD/ADMINISTRATION	2,000.00			
		Total:			46,250.00	
		NET (REV)/EXP				800.00
30160039		ABOVE GROUND FUEL TANKS				
	REVENUES					
	36300	OPERATING TRANSFERS IN GEN FND	-25,000.00			
		Total:		-25,000.00		
	EXPENSES					
	48020	ENGINEERING DESIGN	5,000.00			
	48030	CONSTRUCTION	20,000.00			
		Total:			25,000.00	
		NET (REV)/EXP				0.00
30160040		CAMPGROUND HOOK-UPS #2	0.00	0.00	0.00	0.00
30170000		CITY CIP ADMINISTRATION/OH				
	REVENUES					
	33212	CALIFORNIA TAHOE CONSERV (CTC)	-32,000.00			
	35310	INTEREST/DIVIDENS REVENUE	-1,040.00			
		Total:		-33,040.00		
	EXPENSES					
	46110	MACHINERY & EQUIPMENT ($3,000)	69,693.00			
	48061	COST ALLOCATION PLAN	1,040.00			
		Total:			70,733.00	
		NET (REV)/EXP				37,693.00
30170002		PURCHASE OF PAVEMENT GRINDER				
	EXPENSES					
	46130	VEHICLES	~~39,292.00~~			
		Total:			~~39,292.00~~	
		NET (REV)/EXP				~~39,292.00~~
30170005		REPL COMPUTERS, UPGR IS SYSTEM				
	EXPENSES					
	46110	MACHINERY & EQUIPMENT ($3,000)	~~4,675.00~~			
		Total:			~~4,675.00~~	
		NET (REV)/EXP				~~4,675.00~~
30170006		NETWORK(STREET M,CAMPGRD,SHOP)	0.00	0.00	0.00	0.00

2003/04 CIP Project Budgets

Account #	Object #	Description	Budget	Rev Total	Exp Total	Net
30170007		NETWORK(SENIOR CENTER)	0.00	0.00	0.00	0.00
30170008		SOFTWARE/HARDWARE BI-TECH	0.00	0.00	0.00	0.00
	EXPENSES					
	46110	MACHINERY & EQUIPMENT ($3,000)	~~1,500.00~~			
		Total:			~~1,500.00~~	
		NET (REV)/EXP				~~1,500.00~~
30170009		CHANGEABLE MESSAGE SIGN	0.00	0.00	0.00	0.00
30170010		FIRE ENGINE PURCHASE OF NEW	0.00	0.00	0.00	0.00
30170011		PD/FD MISC.EQUIP/SUPPLIES	0.00	0.00	0.00	0.00
30170012		SOUTH Y" COMMUNITY PLAN"				
	EXPENSES					
	48010	ENGINEERING STUDY/DESIGN	287,675.00			
	48060	OVERHEAD/ADMINISTRATION	5,000.00			
		Total:			292,675.00	
		NET (REV)/EXP				292,675.00
30170013		ADDL' BI-TECH PURCHASES				
	EXPENSES					
	48040	ACQUISITION	22,894.00			
		Total			22,894.00	
		NET (REV)/EXP				22,894.00
30170014		SNOW STORAGE ACQUISITION				
	REVENUES	Total:		0.00		
	EXPENSES					
	48040	ACQUISITION	95,000.00			
		Total:			95,000.00	
		NET (REV)/EXP				95,000.00
301		GRAND TOTALS		-12,216,578.00	13,468,627.00 13,476,215.00	1,252,049.00
30240003		TROUT CREEK RESTORATION				
	REVENUES					
	33212	CALIFORNIA TAHOE CONSERV (CTC)	-23,095.00			
	33216	SRWQCB (TAHOE KEYS MITIGATION)	-62,235.00			
	35310	INTEREST/DIVIDENDS REVENUE	0.00			
		Total		-85,330.00		
	EXPENSES					
	48030	CONSTRUCTION	0.00			
	48050	MONITORING	62,235.00			
	48060	OVERHEAD/ADMINISTRATION	0.00			
		Total			62,235.00	
		NET (REV)/EXP				-23,095.00
302		GRAND TOTALS		-85,330.00	62,235.00	-23,095.00
30350000		UNALLOCATED TRANSPORTATION REVENUE				
	REVENUES					
	33313	STPUD	-67,471.00			
	35310	INTEREST/DIVIDEND REVENUE	0.00			
	36284	MISC REIMBURSEMENT	-4,165.00			
		Total		-71,636.00		
	EXPENSES					
	48030	CONSTRUCTION	172,814.00			
	50014	TRANSFERS-OUT TO CITY-CIP (301)	535,000.00			
		Total			707,814.00	
		NET (REV)/EXP				636,178.00
30350003		HARRISON AVE IMPROVEMENTS	0.00	0.00	0.00	0.00
303		GRAND TOTALS		-71,636.00	707,814.00	636,178.00

City of South Lake Tahoe
Capital Improvement Program
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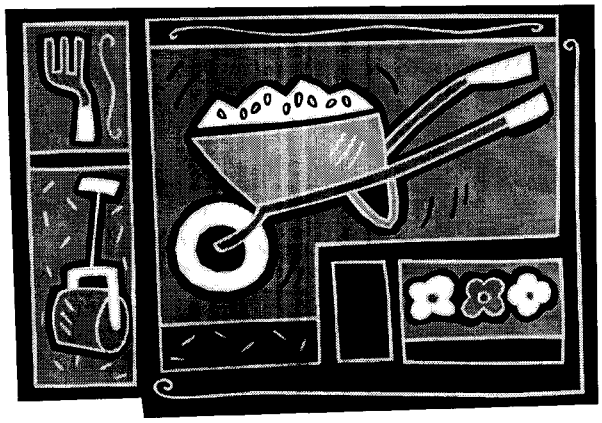
City of South Lake Tahoe
Capital Improvement Program

Fiscal Years 2003/04-2008/09



City of South Lake Tahoe
Capital Improvement Program
Project Descriptions

Erosion Control Projects

Erosion Control Costs, 301 40007 $94,023

Most erosion control projects are fully grant funded, but some costs are not eligible for reimbursement. This account is used to fund those non-reimbursable expenses. The funding came from project savings and grant reimbursements from older erosion control projects completed in the 1990's. This account is also used for maintenance of previously constructed erosion control projects and minor erosion control improvements as identified by the engineering and maintenance divisions are funded through this project account.

Ski Run Stream Environment Zone Restoration Project, 301 40010 $40,300

This project is located in the lower Ski Run Boulevard area. Improvements included removal of dilapidated buildings and restoration of the stream environment zone. Funding was through the California Tahoe Conservancy, Tahoe Regional Planning Agency stream zone restoration mitigation funds, and South Tahoe Redevelopment Agency. Annually the area is evaluated for additional stream environment zone restoration work, which can be completed with remaining funding.

Al Tahoe-Pioneer Trail Erosion Control Projects Extension, 301 40012 $0

This project was located along Pioneer Trail and Al Tahoe Boulevard. Erosion control improvements included concrete curb and gutter, drainage improvements, revegetation and retention basins. Funding was through the California Tahoe Conservancy. The original grant combined funds that were remaining from the Bijou Creek Restoration and Erosion Control Project and the Al Tahoe Boulevard/Pioneer Trail Erosion Control Project to construct improvements along Glenwood Way and the loop streets off of Pioneer Trail. At the completion of that work additional funds remained and retaining walls were constructed along Pioneer Trail. All work is now complete with the vegetation being established last summer. The final report will be prepared to allow for the release of the grant retention.

Rocky Point Erosion Control Project (Phase 1 & 2), 301 40013 $0

This project is located on both sides of Pioneer Trail near its intersection with Highway 50. The project encompasses 230 acres extending from Rocky Point Road to Lake Tahoe. Erosion control improvements include concrete curb and gutter, drainage improvements, revegetation and retention basins. Storm drainage will be routed to basins constructed in conjunction with the Park Avenue Project. Funding is through the California Tahoe Conservancy, California State Lands Commission and Tahoe Regional Planning Agency water quality mitigation funds. The total project consists of four phases.

Glorene Avenue/Eighth Street Erosion Control Project, 301 40014 $13,000

This project was originally funded with $25,000 in City funds as a drainage repair project for Glorene Avenue in the 1998/99. A preliminary drainage report was created that has resulted in $3,912,980 in California Tahoe Conservancy funding. This project is located in the Gardner Mountain and Tamarack Subdivisions along portions of Glorene Avenue, Tata Lane, Eighth Street, and Emerald Bay Road. The proposed improvements include curb and gutter, drainage improvements, drainage basins and revegetation.

Regina Road Erosion Control Project, 301 40015 $16,000

This projected consisted of paving an unpaved portion of Regina Road between Ski Run Boulevard and Wildwood Avenue. Tahoe Regional Planning Agency Water Quality Mitigation funds were used. City funds of $16,000 were allocated to match grant funds for associated drainage and erosion control improvements. At this time there is a permit condition to provide drainage and erosion control improvements, but existing drainage conditions have not indicated that the work is required.

Sierra Tract Erosion Control Project, 301 40018 $0

The Sierra Tract ECP is a combination of two EIP projects, the Sierra Tract Commercial Area Water Quality Project and, the Sierra Tract Residential Area Water Quality Project. The project is bounded by Trout Creek along the east and the Upper Truckee River to the West. The total project limit encompasses all of the Sierra Tract residential subdivision, Highland Woods residential subdivision, and the U.S. Highway 50 commercial corridor between those subdivisions. The project will be developed on a watershed basis by developing a watershed master plan that will provide a plan and approach for implementing erosion control, stormwater drainage system and water quality treatment facilities throughout the project area. It is anticipated that the project will be broken into four phases to better facilitate design and construction.

East Pioneer Trail Erosion Control Project, 301 40019 $0

The project combines several EIP projects into one project area to enable a watershed based approach to planning and design of erosion control projects. These EIP projects include; Bijou Area Water Quality (172), Pioneer Village (692), Needle Peak (691), Bijou Pines (175), and several other areas which have not yet been identified by the TRPA in the EIP. The East Pioneer Trail watershed is bounded by Keller Road to the east, Al Tahoe Boulevard to the west, Lake Tahoe to the north and Heavenly Ski Resort to the south. The project will be developed on a watershed basis by developing a watershed master plan that will provide a plan and approach for implementing erosion control, stormwater drainage system and water quality treatment facilities throughout the watershed project area.

Rocky Point Phases 3 and 4, 301 40027 $0

The Rocky Point Erosion Control and Watershed Restoration Project, phases 3 and 4, is located in the eastern end of the City of South Lake Tahoe in the Stateline area. The project area is located in the Bijou Park watershed, which is an intervening area

tributary to the Ski Run Marina outfall. The project area is bounded by Rocky Point Road to the east, Moss Road and U.S. Highway 50 to the north, Aspenwald Road to the west and Larch Avenue on the south. A combination of CTC and USFS funding will be utilized to complete the project.

Stream/SEZ Restoration Projects

Industrial Tract WQ & SEZ, 301 40016 $0

This project consists of removal of a portion of Industrial Avenue to construct a stream environment zone restoration project. The purpose of this project is to restore the naturally functioning hydrology of approximately five acres of Stream Environment Zone within the Industrial Tract. It is in conjunction with the community plan for this area as well as having this tract designated as a "preferred industrial area". The project was completed in 2002 and allows individual parcel owners the ability to contribute to the project funding as a method of storm water treatment for their parcel. Ongoing monitoring will continue until grant funds have been fully expended.

Upper Truckee Restoration, 301 40017 $0

The proposed Environmental Improvement Project is located parallel to the Lake Tahoe Airport, on City property. The southern boundary of the reaches is approximately in the middle of the airport (terminal building area) and the northern boundary is approximately at the airport's northern runway limit. The total length of Upper Truckee River reaches is approximately 4,000 feet. This is a restoration and enhancement project planned to be implemented to improve the natural function of the channel, increase over bank flow, raise groundwater and distribute sediment into the floodplain more frequently through peak flow attenuation. The highly incised channel is a major sediment transporter to Lake Tahoe. The California Tahoe Conservancy has indicated that it will fully fund this project. Currently a $600,000 planning grant has been secured in addition an ongoing pre-project monitoring program.

Monitoring Projects

Curtem Monitoring Phase 2, 301 40025 $0

The United States Forest Service (USFS) has provided funding for water quality monitoring of the Stormfilter, located at the Ski Run Marina Village, and for the drainage basins located at Park Avenue (treatment system for the Park Avenue Redevelopment Project. Additionally, in 2003, the City of South Lake Tahoe applied for and received a grant from the USFS to provide event based groundwater monitoring at various sites throughout the City to determine the effects of infiltration to that of groundwater in the vicinity of drainage infiltration basins. The sites are to be in areas where drainage basins currently exist, and will exist in the near future.

Chemical Treatment Study, 301 40026 $0

Water quality treatment in a small urbanized area is difficult and expensive to implement. Therefore, new and innovate methods of treatment are necessary to provide adequate treatment at an affordable cost. One such method is the use of

chemically enhanced best management practices (CEBMPs). The USFS has provide funding to the City as a match to funding being provided by Caltrans to study chemical dosing. A pilot study would be expected to follow this project if it is shown to effectively remove phosphorus and fine particles in a laboratory environment.

Road Improvements Projects

Sierra Boulevard Improvements, 301 50002 $19,727

The City is partnering with Caltrans to install signal upgrades at the intersection of Sierra Boulevard and Highway 50. This project has been proposed since 1993 and consists of construction of dual left turn lanes from Sierra Boulevard to Highway 50 and pedestrian and signal upgrades. Last year through a cooperative agreement, Caltrans became the lead on the project.

Highway 50 Improvement Project, 301 50006 $4,234

This project began as a proposed demonstration project to construct curb, gutter, sidewalk, and landscape improvements along Highway 50 through the establishment of an assessment district. The construction of the improvements is now proposed through State Transportation Improvement Program funds. Currently the project is broken into two phases. The first section is from Ski Run Boulevard to the Trout Creek Bridge. The second section is from the Trout Creek Bridge to the South Y. Matching funding from the City will come from the Regional Surface Transportation Program. The State of California Department of Transportation is providing acquisition, environmental, design and construction services on the project.

South "Y" Improvements, 301 50009 $0

This project will make operational and aesthetic improvements to the South "Y" intersection to improve level of service, as recommended by a traffic study the City had prepared in 1997.

Tahoe Keys Boulevard Turn Lanes, 301 50015 $0

This project involves operational improvements at the intersection of US Highway 50 and Tahoe Keys Boulevard. It includes construction of a right turn lane on westbound Highway 50 and modifications to the turn lanes on Tahoe Keys Boulevard. Partial funding from Congestion Mitigation & Air Quality funding is earmarked with Regional Surface Transportation Program funding as the match. Total cost is estimated at $1,000,000. The project may be included in the Phase 2 of the Highway 50 Curb, Gutter and Sidewalk Project.

Pedestrian/Landscape/Recreation Projects

Harrison Avenue Improvements, 301 50003 $0

This project is located on Harrison Avenue between San Jose Avenue to Modesto Avenue. The Bijou/Al Tahoe Community Plan identified this project with alternatives. In general, the improvements include a parking lot, angle parking, sidewalks, landscaping, concrete curb and gutter, drainage improvements and retention or infiltration basins.

Funding is anticipated to be through a proposed benefit assessment district and a combination of other potential funding including Tahoe Regional Planning Agency water quality mitigation funds, Regional Surface Transportation Program, City General Plan, and other state transportation funds. The current project estimate is $650,000.

Ski Run Village Improvements, 301 50004 $0

This project was originally established to create pedestrian enhancements on Ski Run Boulevard between Tamarack and Larch Avenues. It evolved into bike trails, drainage improvements, lighting and landscaping on Ski Run Boulevard from Highway 50 to Pioneer Trail. Funding is mainly provided by the California Tahoe Conservancy and the USFS. The adjacent property owners have established a Business Improvement District to help fund maintenance costs.

Linear Park Extension/Pine Blvd Bikeway, 301 50008 $0

This is a proposed continuation of the Hwy 50 Linear Park Bike Trail project completed in 1999 along the Tahoe meadows. The completed project will serve as a non-motorized transportation link from Stateline to Ski Run. The project begins at the northerly boundary of the Tahoe Meadows at Hwy 50. The goal of the project is to extend the trail from the Tahoe Meadows to Lakeshore Boulevard and Stateline Avenue. The first phase of the project is to extend the trail from Tahoe Meadows to the intersection at Pioneer Trail. This section will be constructed with funding obtained by selling the development rights from the demolished Shell Station. This will connect with new walkway that will be constructed along the Fern Avenue drainage basin which will provide bicycle access to Park Avenue and than to Montreal Road. The project budget will consists primarily of grant funds from the California Tahoe Conservancy.

Curb Ramp Installation, 301 50010 $24,600

This funding is used to meet Americans with Disabilities Act requirements to reduce barriers to handicap users of intersections throughout the City. This consists of installation of curb depressions and concrete ramps.

15th Street Bicycle Trail, 301 50012 $0

The project constructed a bike trail that connected the U.S. Forest Service trail along Emerald Bay Road with the City's Class 2 trail on Eloise Avenue at 15th Street. Included was a bridge that crosses a stream environment zone. The project provides a crucial link to the highly utilized US Forest trail, and safety is a great concern for cyclists that had resorted to riding against traffic along Emerald Bay Road to join the trail from the end of the City's marked bike route. Several minor issues relating to lot lines and the final report are outstanding on the project. Funding was provided by the CTC.

Lyons/Rufus Allen Sidewalks, 301 50028 $0

The City was successful in obtaining Safe Routes to School funding from the State of California for construction of sidewalk improvements along Lyons Avenue and Rufus Allen Boulevard. The project will provide a pedestrian connection for the three schools and the City's Recreation Complex. The Lake Tahoe Unified School District is

participating with matching funds and the engineering division will be performing the design and construction management of the project also as match.

Bijou Community Park, 301 60001 $258,100

The Bijou Community Park is located on Al Tahoe Boulevard. Construction of the various phases has been funded through City funds, state grants, private donations, and community service groups. At present the park has a restroom/concessionaire facility, a gazebo, two picnic shelters, two sand volley ball courts, a skateboard/rollerblade park, a disc golf course, two exercise courses, a playground, a court game area, horseshoe pits, an irrigation well and a rail car exhibit. Future projects include: development of the irrigation well, installation of an irrigation system, landscaping, additional play grounds, picnic areas, and informational hiking trails.

El Dorado Beach Boat Launching, 301 60023 $0

The boat ramp at El Dorado Beach is one of the most popular on Lake Tahoe when lake level allows its use. In the summer months the neighborhood streets are heavily impacted by boat trailer parking. Through the California Tahoe Conservancy the City has acquired some land for additional boat parking purposes. The State of California Department of Boating & Waterways has funded an expansion of the existing parking area. This project will construct an additional parking lot on the demolished property that housed the Timber Lake Motel.

Playground and Site Improvements, 301 60026 $25,000

This project constructed a new code compliant playground project at the Recreation Complex. Reimbursement in this fiscal year for work completed last fiscal year will result in $25,000 in general fund monies being available due to staff identification of alternative funding.

Floating Docks Replacement, 301 60027 $21,494

Remove old wooden pier and replace with a floating dock system. At the same time, replace the existing floating docks that are over 20 years old and greatly fatigued. Both dock systems have unsafe elements to them. This project has been combined with the El Dorado Beach Boat Launching Boat Trailer Parking Lot project.

Facilities

Heater/Blower Air Structure, 301 60004 $65,000

This project is the replacement of the heater/blower for the air structure over the swimming pool.

Recreation Complex Roof, 301 60009 $13,387

The Recreation Complex is 29 years old. In 1998 the main roof was replaced. Remaining funding is $13,387 which is not adequate to replace the mansard roof section which was not replaced at that time. In the past, ice build up on the mansard roof section has fallen and removed sections of the shakes. The existing shake roof will be replaced with asphalt composition shingles.

South Y Transfer Terminal Project, 301 60010 $15,530

This project consisted of construction of a multi-modal transfer and park and bus facility at the southwest corner of the intersection of US Highway 50 and Lake Tahoe Boulevard. Funding was through the State of California, Proposition 116. Excess funding is being used for ongoing maintenance of the facility.

Parking Lot Overlay, 301 60011 $50,027

This is an ongoing request to overlay City owned parking lots to reduce pedestrian liability and to reduce future costs for reconstruction of the parking lots due to deferred maintenance. $50,000 was allocated in FY 1998/99, $25,000 in FY 2000/01, and $50,000 in FY 2001/02. The Administrative Center, portions of the Recreation Complex, Fire Station No. 2, and the Facilities Maintenance parking lots have been completed.

STAGE Maintenance Expansion Project, 301 60012 $2,000

This project consisted of acquisition and construction of an additional maintenance facility for the public bus system at 1669 Shop Street. Additional bus parking and bus wash facilities are included at the site. Construction of the facility was completed in1997. Funding is through the State of California, Proposition 116. Remaining funding is being used to further upgrade the other two bus maintenance facilities.

Equipment and Records Storage Mezzanine, 301 60015 $22,930

This project is in response to a citywide need for storage of materials and vehicle tires. This project is for the construction of a mezzanine above the existing cinder barn at 1700 D Street. The available funding is not adequate to complete the project.

Services Center Safety Upgrades (Interior), 301 60016 $23,500

The existing carpet at the Services Center does not adhere well to the concrete slab floor and has been a continual problem. It is more practical to replace all of the carpet than to do individual areas. The areas include the office areas ($16,750) and the Council Chambers ($6,750). Uneven flooring creates a tripping hazard and an unsightly appearance. The project has been on hold due to ongoing discussions regarding construction of a new City Hall.

Ice Skating Facility, 301 60025 $4,760

Construction of the ice arena was completed through Measure S funds. Due to staff time reimbursements a small amount of funding remains that will be used for additional amenities at the facility.

Reroof 1700 D Street, 301 60030 $104,000

Replace the existing built-up roofing system which was installed in 1978 and rated for 20 years with a single ply membrane roofing system. There were failures in the roof during the winter of 2000/2001. The roof is now 26 years old and the failures indicate that it is starting to deteriorate. A contract was awarded for this project in 2002, but the contractor went out of business prior to starting the work.

Underground Storage Tank Upgrade, 301 60035 $25,000

The existing underground fuel storage tanks need upgrading. The frames and lids that house the fill containment and monitoring sumps need to be removed and replaced. Additionally, the sumps under the dispenser pumps will need upgrades to be in compliance with anticipated changes in the El Dorado County Environmental Health requirements.

Reroof Administrative Center, 301 60036 $20,000

The Administrative Center was constructed in 1969 and still has the original roof. This makes the roof 33 years old and it is susceptible to leaks. Minor repairs were performed in 2001. Partial funding was allocated in 2002. Additional funding will be necessary to complete the reroof at an estimated cost of $45,000.

Transit M & O Facility, 301 60037 $0

The proposed Transit Maintenance and Operation Facility is a combination of two EIP projects, the South Shore Transit Maintenance Facility Expansion (EIP No. 823) and Alternative Fuelling stations and Storage (EIP No, 799). The existing Transit Maintenance Facility located at 1669 Shop Street has become inadequate to store, operate, and maintain the current fleet of buses. The City obtained a State of California Rural Transit System Grant Program (RTSGP) grant in the amount of $315,000 for completion of environmental documents, plans, specifications and estimates for a new transit maintenance and operations facility The site for the new facility is a 16-acre parcel south of the Lake Tahoe Airport entrance that was purchased with Federal Aviation Agency funds. The new facility will have a ten-bay maintenance shop, a bus washing facility, an above-ground fuelling station, a public CNG fuelling station, a dispatch center, over 4,000 square feet of office space, and bus, employee, and visitor parking. The facility is designed to accommodate the future growth of the fleet through the year 2023. The facility will be utilized by the City's transit operator, Area Transit Management, Inc. (ATM). ATM operates the City's fixed route and on-demand transit system. The new transit facility will allow for consolidation and more efficient fleet operation to free up funding to improve rural transit service. Locating the facility near the airport is expected to increase rider ship and increase fare box recovery by creating a multi-modal transit facility. Funding for construction of the facility has yet to be identified. Full cost of the facility is estimated at $14,000,000, but a phased construction approach was used in the alternatives analysis.

LTA Handicap Access, 301 60038 $0

This project is for the construction of a handicap access ramp from the upper parking lot at the Lake Tahoe Airport to the terminal building. This is to better facilitate Housing and Economic Development clients. Funding is from the Housing and Economic Development funds.

Above Ground Fuel Tanks, 301 60039 $25,000

The existing above ground fuel storage tanks need containment improvements to meet current EPA requirements. Spill containment must be provided for the capacity of the

delivery vehicle. The project is currently on hold due to lawsuits surrounding the EPA requirements.

Snow Storage Acquisition, 301 70014 $95,000

This funding is for purchase of land to store snow removed from 1700 D Street Corporation Yard. The parcel of land that has been used to store snow removed from the D Street Corporation Yard is essential to the motor pool operation. The City has made lease payments for use of this property since 1989. The loss of the use of this property for snow storage will greatly impact the cost of doing snow removal. An informal offer has been made to the owner, but no response has been received. Staff investigated the possibility of having the cost partially reimbursed by the state of California under the snow removal reimbursement program, but was told it was not eligible.

Equipment

Pavement Grinder, 301 70002 $39,292

In 1999 $165,000 was allocated for purchase of a pavement grinder to enhance the street repair operations. By purchasing a used grinder savings were realized. These savings were anticipated to be used to purchase a one ton, 4 X 4 pick-up truck with a utility box for street maintenance operations

Replace 486 Computers and Upgrade, 301 70005 $4,675

This account has the remaining funding from replacing the City's 486 computers. It will be used to purchase existing out-dated computers.

Software/Hardware Purchase (Bi-Tech), 301 70008 $1,500

On the recommendation of the independent audit, the Bi-Tech system was purchased to replace the outdated accounting system which was not Y2K compatible. The new accounting system included training for staff and perpetual updates by the supplier. Remaining funding will be used for additional training.

Additional Bi Tech Purchases, 301 70013 $22,894

Funding for additional BiTech (IFAS) related purchases of equipment and software.

Miscellaneous

City CIP Administration, 301 70000 $37,693

The California Tahoe Conservancy (CTC) reimburses the City for overhead costs on a monthly basis. This account was created in order to track the revenue the City receives from the CTC for overhead costs and to track expenses charged against the overhead. These funds can only be expended on CTC-related project expenses. Typical uses include purchase of computers and software for project related design, vehicles for grant funded positions and training appropriate to development of grant funded projects.

South Y Community Plan, 301 70012 $292,675

The City, in conjunction with the Tahoe Regional Planning Agency, will prepare the Community Plan for the South Y area, including the industrial area. The Plan will distribute commercial square footage and guide development. The Plan will establish goals and objectives, special policies, programs, strategies for funding and implementation. Elements of the plan will address land use, transportation, conservation, recreation, and public services. Upon adoption, the community plan will serve as a mutual plan for all regulatory agencies. Existing funding has come from sale of commercial floor area.

Fund 302 Stream Restoration

Trout Creek Stream Restoration and Wildlife Enhancement Project, 302 40003 $0

This project is complete and was located along Trout Creek from Pioneer Trail to Martin Avenue. Funding was from the California Regional Water Quality Control Board Tahoe Keys Mitigation Fund, U.S. Bureau of Reclamation, and Tahoe Regional Planning Agency stream environment zone mitigation funds. Monitoring of the project is continuing to determine the effectiveness of the project improvements.

Fund 303 Restricted Transportation Fund

Regional Surface Transportation Program, Fund 303 $877,694

Fund 303 is the funding account which holds those funds that have come from exchange agreements with the Tahoe Regional Planning Agency. This is mostly RSTP funding and its use is restricted to transportation projects that have been approved by the Tahoe Metropolitan Planning Organization. This fund is also where money that is received for purchase of abandoned right-of-ways is deposited. Those funds are also only to be used for transportation projects in accordance with the California Streets and Highways Code. The Highway 50 Improvement project has $650,000 allocated towards project enhancements. This year we are recommending that $350,000 be used for the South Y project and $185,000 for the Sierra Boulevard Intersection project.

Unallocated Transportation Revenue, 303 50000 $0

This is the line item account that has been used to expend RSTP funds. This is where the Lake Tahoe Boulevard Reconstruction project in FY 2002/03 was budgeted.

Redevelopment Projects

Ski Run Redevelopment Area, 350 91000 $0

This account is for projects within the Ski Run Redevelopment Area. Water quality monitoring of the improvements is ongoing as a permit condition of the project and is funded by the California Tahoe Conservancy and State Revolving Loan Fund.

Park Avenue Redevelopment Area, 350 92001 $2,300,000

This account is for projects within the Park Avenue Redevelopment Area, now known as the Heavenly Village. Streetscape and water quality improvements are still ongoing with completion scheduled for summer of 2004.

Parking Garage Construction, 351 99000 $0

This account is for construction of the Park Avenue Parking Garage. All work is complete at this time, but due to construction payments crossing fiscal years there is some work that was paid for in this fiscal year.

Airport Projects

Runway Reconstruction, 501 80018 $0

The FAA has funded $11,440,000 towards the reconstruction of the runway at the Lake Tahoe Airport. The total project cost is estimated at $15,320,000. Currently there is not an identifiable source for the required 10% match for the FAA funding. The City may lose this money if it is not used in a timely manner.

Commercial Ramp Reconstruction, 501 80020 $0

The FAA has funded $1,273,000 towards the reconstruction of the commercial ramp at the Lake Tahoe Airport. Currently there is not an identifiable source for the required 10% match for the FAA funding. The City may lose this money if it is not used in a timely manner.

Unfunded Projects

Erosion Control Projects

Curb and Gutter Replacement, 301 40020

Curb and gutter has been placed throughout the city in conjunction with original subdivision construction, commercial improvement projects and erosion control projects. There are many sections of curb that are over 30 years old and are in need of replacement. Curb and gutter replacement is a specialized operation that cannot be performed by our street maintenance division. The short and demanding construction season does not afford them the time to accomplish what is necessary to address the most deteriorated sections or the areas that create potential liability. Annual funding of a curb and gutter replacement program could be used to contract out the work, to lessen the burden on the street maintenance division.

Los Angeles Drainage Improvement, 301 40021

Currently there is no drainage system on Los Angeles Avenue in the vicinity of Freel Peak. This area is highly susceptible to flooding during rain events. The street maintenance division has installed dry wells over the years, but their success is limited. This project would install a storm drain from Los Angeles Avenue to Modesto Avenue

through private property. This would connect to the City's existing system at Pasadena Avenue, which drains to Lake Tahoe.

15th Street Drainage, 301 40023
Currently there is no drainage system on 15th Street between Highway 89 and Eloise Avenue. During storm events, water floods several houses. This project would install a storm drain from Highway 89 to Eloise.

Tulare Drainage, 301 40024
Currently there is no drainage system on Tulare Avenue in the vicinity of Freel Peak. This area is highly susceptible to flooding during rain events. The street maintenance division has installed dry wells over the years, but their success is limited. This project would install storm drainage improvements on Tulare Avenue.

Al Tahoe Subdivision ECP $8,280,000
Water quality improvements in a project area that includes the Al Tahoe Subdivision.

Tahoe Island ECP $7,000,000
Water quality improvements in a project area that includes Tahoe Island Park Subdivision, Tallac Park Subdivision, Mt. Tallac Village Subdivision and a portion of Tamarack Subdivision Addition No. 2.

Lakeside ECP
Water quality improvements in a project area that includes the Lakeside Water Co. boundaries.

Bijou Pines ECP $4,000,000
Water quality improvements in a project area that includes Tamarack No.1 Subdivision, W.D. Barton Subdivision, and Tahoe Sierra No. 2.

Lukins Tract ECP
Water quality improvements in a project area that includes the Lukins Tract.

Winnemucca Avenue ECP $646,000
Water quality improvements in a project area that includes Tahoe Valley Center No. 1, Armstrong Subdivision, and W.D. Barton No. 2.

Bonanza Avenue ECP $867,000
Water quality improvements in a project area that includes Tahoe Valley Center No. 1, Armstrong Subdivision, and W.D. Barton No. 2.

Tahoe Meadows BMP's $1,500,000
Installation of rock lined ditches, curbs, gutters, storm drains and sediment basins with the Tahoe Meadows subdivision. The roadways in the subdivision are not in public ownership and as such this will be a privately funded project.

Pioneer Village ECP $965,000
Water quality improvements in the Pioneer Village Subdivision.

Stream/SEZ Restoration Projects

Meeks Relocation-SEZ Restoration $6,335,000
Restoration of approximately 3 acres of SEZ at the Meeks Lumber site.

Trout Creek Community Plan SEZ Restoration $200,000
This is an EIP project that includes restoration of 1 acre of SEZ around the U.S. 50/Trout Creek bridge area in addition to that associated with the relocation of Meeks.

Charlesworth Ct.-SEZ Restoration $300,000
Restoration of 0.25 acres of SEZ near Charlesworth Court including purchase of house and its removal for restoration.

Citywide SEZ Restoration $2,300,000
This is an EIP project that states, if found feasible restore 40 acres of SEZ land that have been acquired by the public within the subdivided, developed and disturbed areas of the City.

Bijou Fairway Meadow Restoration $7,000,000
Restoration of one acre of SEZ near Fairway Drive and Highway 50 in conjunction with the Bijou/Al Tahoe Community Plan. Also includes restoration of the old drive in site on Glenwood Way and 6.7 acres of SEZ in meadow above and through restoration of hydrology.

Heavenly Valley Creek Restoration $545,000
This is an EIP project that would improve the channel morphology of Heavenly Valley Creek.

Monitoring Projects

Nutrient Groundwater Study
This is a monitoring program that will evaluate the effects of stormwater infiltration into groundwater and possible effects of nutrients contaminating the groundwater.

Road Improvements Projects

Critical Street Overlay, 301 50005
This is an ongoing request to overlay additional City streets above and beyond those in the annual overlay to reduce future costs for reconstruction of the streets due to deferred maintenance.

Third Street Turn Lanes
The traffic study that was completed as part of the South Y Community Plan identified a need to widen Third Street to provide adequate room for turning movements which will improve the intersection's Level of Service.

Los Angeles Avenue Right Turn Lane
This project is to construct a right turn lane on U.S. Highway 50 at its intersection with Los Angeles Avenue. This street serves as a major entry into the Al Tahoe Subdivision. There is a possibility that this project may be incorporated into the adjacent improvements planned with Harrison Avenue Improvement Project.

Johnson Boulevard/U.S. 50 Improvements $410,000
The EIP has listed this as an air quality improvement project. The intersection would be improved for smoother traffic flow and safer traffic improvements.

Venice Drive/15th Street Bicycle Trail
This project would construct a Class 1 bicycle trail along 15th Street and a Class 2 bicycle lane along Venice Drive from 15th Street to Tahoe Keys Boulevard.

D Street Bicycle Trail $20,000
Construction of a Class 2 bicycle lane along D Street from Emerald Bay Road to Lake Tahoe Boulevard.

U.S. 50 Dedicated Light Rail Easement $25,000,000
This is listed in the EIP as part of the Redevelopment Plan for the City of South Lake Tahoe. Dedicated transit easements would be acquired along the U.S. 50 corridor for construction of a fixed guideway-light rail system. An easement was dedicated with the implementation of the Park Avenue Redevelopment Project from Park Avenue to Transit Way.

Fixed Guideway/Light Rail $9,4000,000
This is an EIP project to construct a fixed guideway-light rail system along U.S. 50 from Ski Run Boulevard to Stateline Avenue.

Pedestrian/Landscape/Recreation Projects

Pave Golf Course Parking Lot, 301 50011
Currently the parking lot for the Golf Course that is leased from the adjacent land owner whom is being required to be paved and BMP's made to meet the condition of the Waste Discharge Permit from Lahontan Water Quality Control Board. This project would construct those best management practices to meet compliance.

Bike Trail Overlay, 301 50013
Establish a bike trail overlay program for existing Class I bike trails. There are 4 miles of trails within the City.

Campground Restrooms/Showers, 301 60003

This is an ongoing improvement program for Campground by the Lake. This request is for a new shower/restroom/concession facility and additional hookups to complete the identified sites for electrical hookups. This request is to establish matching fund accounts for multiple grants where matching funds are need to apply. The match for most competitive grants is 30%.

SLT Special Events Commons Area, 301 60007

Start improvements to the South Lake Tahoe Special Event Area located in the South Lake Tahoe Recreation Area property. Improvements will include electrical, water and relocation of the Art Building and construction of a restroom/concession building/picnic rest stop, near the Chamber of Commerce. Estimated total project cost $350,000. This project will generate revenues to subsidize future community programs and special events.

Linear Park Irrigation/Landscape $100,000

This is a project would include installation of an irrigation system capable of water sod or some other type of ground cover along the Hwy 50 Linear Park fronting Tahoe Meadows. Originally completed in 1999 the revegetation consisted of native grasses and a drip irrigation system. Currently the irrigation system is supplied water from an inadequate well. This project would drill a new well or connect into the South Tahoe Public Utility District water system.

Barton Meadow Bike Trail Relocation

This project would be completed with the relocation of Meeks. Currently there is a Class 2 bicycle trail that runs around the Meeks site. Once the building is removed the bike trail would be relocated closer to the highway to get it out of the SEZ area.

U.S. 50 Bicycle Trail Stateline to Linear Park $1,850,000

Construction of a combination of Class 1 & 2 bicycle trails to connect the Linear Park to Park Avenue and continuing to Stateline Avenue.

Bike Trail-U.S. 50 to Al Tahoe Blvd. $225,000

This is an EIP project that will construct a connecting Class 1 bicycle trail from U.S. 50 to the existing Al Tahoe Boulevard trail. The trail would go behind the shopping center to eliminate driveway conflicts along Al Tahoe Boulevard.

Bike Trail-El Dorado Beach to Ski Run Blvd. $1,500,000

This project will construct a connecting Class 1 bicycle trail from the El Dorado Beach trail to the Ski Run Marina area.

Bike Trail-Campground to Bijou Community Park $700,000

This is an EIP project that would link the Campground by the Lake with the Bijou Community Park with a Class 1 bicycle trail It is anticipated that the trail would utilize Lake Tahoe Unified School District property in the vicinity of the Al Tahoe elementary school.

Spruce/Herbert Ave Bicycle Trail
This would construct a Class 2 bicycle lane along Spruce and Herbert Avenue to provide a connection between Pioneer Trail and Bijou School.

South Tahoe Middle School Track Improvements $550,000
This project involves replacement of the synthetic track that was used as a high altitude training track for the 196x Olympics and was relocated to the South Tahoe Middle School. The track is in a state of disrepair and needs to be replaced.

Pioneer Trail Sidewalk Improvements $4,000,000
Sidewalks and landscape improvements would be constructed along Pioneer Trail from U.S. 50 to Ski Run Boulevard.

Sierra Blvd Bike Trail
This project will construct Class 2 bicycle trails along both sides of Sierra Boulevard from U.S. 50 to the city limits.

Facilities

Police Department Reroof, 301 60022
This project would replace the existing shake mansard roof with a metal roof to match similar work being done by El Dorado County on their portion of the building.

City Hall, 301 60031
This project consists of construction of a new city hall. Current staff in the City Services Center and Administrative Center would be relocated to the new facility.

Material Storage Acquisition, 301 60032
Several years ago the City lost its lease that allowed for storing materials on a portion of the Tahoe Asphalt Inc. property in the Industrial Tract. Since that time staff has been pursuing alternate options for storing material. The most cost effective would be to purchase property to provide adequate storage of material.

HVAC Upgrades to 1700 D Street (Equipment Maintenance Facility)
The City's equipment maintenance facility is very old and does not have adequate ventilation in the repair bay area. Upgrades would be installed to meet OSHA requirements for air exchange.

Cabins for Rent (P&R) $200,000
Installation of 10 prefabricated rental cabins in the Campground by the Lake.

Golf Club House $250,000
This project would construct a new club house in same location as the existing club house and would include public restrooms.

Campground Hookups #2, 301 60040 $300,000

This project provides for construction of additional electrical hookups at the Campground by the Lake. Two of the roadway loops in the campground have electrical and water hookups. This project would provide hookups for the rest of the campground.

Administrative Center Driveway Replacement

This project would remove and replace the driveway approaches to the City's Administrative Center at 1052 Tata Lane.

Covered Equipment Parking

The City's graders currently are parked in open areas and open to weather. Covered parking would provide for a quicker start to snow removal operations by providing the equipment with protection from the weather.

Replace 1700 D Street (Equipment Maintenance Facility)

The City's equipment maintenance facility is very old and does not have adequate ventilation. Large parts storage is very limited and the bays can become full of equipment creating delays in repair activities. A fully modern facility in compliance with OSHA regulations would be constructed.

Fire Station No. 2

The City's Fire Station No. 2 is very old and needs to be replaced. A fully modern facility in compliance with OSHA regulations would be constructed.

Relocate Corporation Yard

The City's Corporation Yard is very old and needs to be replaced. The Bijou/Al Tahoe Community Plan identified it to be relocated from the recreational area to a more industrial area. A fully modern facility in compliance with OSHA regulations would be constructed.

Replace Parks Shop

The City's Parks Shop is very old and needs to be replaced. A fully modern facility in compliance with OSHA regulations would be constructed.

Scenic Improvements

Bijou Highway 50 Improvements $2,250,000

This is an EIP project that envisions a public/private partnership to perform a variety of improvement including restoration of Bijou Creek near Fairway Avenue, installation of sidewalks, lighting and landscape and an entry feature, improvements to the intersection at Johnson Boulevard and performing architectural upgrades.

Tahoe Valley Improvements $525,313

The EIP list this project as one that the City, Caltrans, private and utility companies will install a streetscape improvement project including sign conformance, frontage

landscaping, walkways, access controls, utility undergrounding and building upgrades throughout the Scenic Road Unit #1

Al Tahoe Improvements $2,626,000
This is an EIP project that would install landscape frontage improvements, building upgrades, shared use path, access controls, sign conformance, replacement of large overhead parking lot lights, screen STMS tennis courts and install non-reflective roofs on STMS buildings.

Airport Area Improvements $787,969
The EIP list this project as one that the City will install landscape frontage improvements, building upgrades, walkways, access controls, screen or relocate satellite dishes, utility undergrounding, and sign conformance throughout the Scenic Road Unit #36.

Tahoe Keys Boulevard Underground District
This project involves undergrounding the existing overhead utility lines along Tahoe Keys Boulevard from U.S. Highway 50 to Venice Drive. Sierra Pacific Power Company is the lead and funding agency on this project.

Lake Tahoe Boulevard Underground District
This project involves undergrounding the existing overhead utility lines along Lake Tahoe Boulevard from the South Y to D Street. Pacific Bell is the lead agency and Sierra Pacific Power Company is the funding agency on this project.

Redevelopment Projects

Ski Run Plaza Improvements
Construction of a plaza area at the north end of Ski Run Boulevard would provide pedestrian and scenic amenities.

Project 3-Convention Center

Airport Projects

Upper Truckee River SEZ Restoration $4,000,000
Restoration of floodplain and stabilization of channel. Fencing or removal of cattle grazing away from channel areas. Approximately 40 acres of restoration potential.

Runway Safety Areas $10,000,000
The safety areas for the runway and taxiways will be regraded and drainage improvements will be installed to meet FAA criteria. This includes an area 250 feet either side of the center of the runway.

Access Control

This project is required to meet F.A.A. requirements for security and to provide necessary facilities for routine inspections of secure areas on the airport. The project is proposed to consist of a key card control for all the gates. It will be necessary to modify the gates to accommodate this equipment. CCTV will be installed throughout the terminal building, terminal parking, terminal apron and at critical gates. Vehicle identification system – an infrared reader will be installed at all gates with necessary equipment on all vehicles using the airport so that these vehicles can be properly identified when entering the airport property

Obstruction Study and Removal

Obstructions in the form of trees exist all around the airport due to growth of existing trees since the latest trimming and removal operation. To maintain a safe operating facility it is proposed to conduct surveys to identify obstructions and to remove those trees that are currently classified as obstructions and can be expected to become obstructions within 10 years because of projected growth.

New Electrical Service for LDA/DME

The existing primary power to the LDA/DME is from the terminal building and is by direct burial cable that is unreliable. A new service will be provided in conduit from a closer source on the northeast side of the airport.

Reseal Joints-Taxiway & Apron

In order to protect the bituminous surface course materials placed at Lake Tahoe Airport from cracking due to thermal stresses, a joint pattern was installed in all taxiway and general aviation apron pavements with a spacing of 15 to 18 feet both directions. The snow plowing operation and normal wear has removed a portion of the seal on the taxiway and apron and portions of the seal have separated from the pavement. It is important for the performance and maintenance of this airport pavement that these seals be maintained in good condition. It is, therefore, proposed to reseal the damaged sections on the taxiway and apron. It is estimated that there are approximately 140,000 linear feet of joint that require resealing. The resealing will damage portions of the pavement marking. It is, therefore, proposed to repaint the taxiway centerline and apron edge marking.

Replace plow blades

Existing snow plows are old and worn. It is necessary that the existing plows be replaced so the snow can be efficiently removed from the pavements during the heavy snow season.

Fire Truck Replacement

Replacement of the existing Oshkosh 1500 vehicle with a new one. The old vehicle is more than 20 years old and requires extensive maintenance.

Replace Hazard Beacon-Angora

The existing hazard beacon on Angora Ridge is located on a wooden pole and is not high enough for the beam to clear adjacent trees. A new 60-foot steel pole with lowering device and a new LED hazard beacon will be installed on Angora Ridge to replace the existing beacon.

Mitigation for Environmental Impacts

Areas anticipated to be regarded are within the Stream Environmental Zone (SEZ) of the Tahoe Basin. The Master Plan Settlement Agreement with TRPA may require payment of Land Coverage Mitigation Fees for all land that is disturbed in these areas. If land coverage fees are required, it could amount to as much as $7 million for this project. An allowance of $7 million land coverage fees is included in the ACIP for this project.

Terminal Building Feasibility Study

The existing terminal building is old and will need expansion as airline traffic develops. Insulation of the walls and roof is inadequate, leading to high energy costs. It is proposed to retain the services of a qualified architect to evaluate the existing terminal, the forecast needs of the terminal, and the required rehabilitation of the terminal and to prepare costs for each phase of rehabilitation and/or expansion for budgeting purposes.

EIS/EIR Airport Development

In order to continue the development of additional features at the airport, it will be necessary to prepare a new Environmental Impact Statement/Environmental Impact Report. The maintenance, rehabilitation, overlays, and widening of the apron and taxiway are all covered by the previous environmental documents or do not negatively affect the environment and, therefore, do not require environmental documents prior to construction. The environmental documents will update previous environmental documents and will cover the Airport Layout Plan and all future development, including mitigation measures. The estimated cost of this document is $750,000.

Replace Snow Blower

The existing snow blower is a 1978 model. It has been used extensively on the airport and is worn to a point where extensive maintenance is required. Due to the age of the equipment, it is difficult to acquire replacement parts.

ARFF Equipment Building

With the acquisition of snow removal equipment it is necessary to provide an addition to the existing storage and maintenance building to store and maintain this equipment. It is proposed to construct five new bays, which will occupy approximately 16,000 square feet.

Replace Grader

The existing grader is used extensively and it is no longer economically feasible to maintain this vehicle in operation. It is, therefore, proposed to replace it wit a new six-wheel all wheel drive vehicle.

Noise Monitoring Equipment
A series of noise monitors are installed in residential and commercial areas around the airport for the purpose of providing information on noise generated by aircraft operations so as to provide data to properly deal wit noise problems. It is proposed to install a series of modems, telephone lines, and software to each noise monitor and to acquire and install a noise monitoring program.

New Snow Removal Equipment
The existing John Deere 644 3-yard loader is worn and in need of replacement. It is considered more economical to replace this vehicle than to continue to maintain it. It is proposed in this project to obtain a new similar type vehicle with the 3 cubic yard loader and a 14-foot ramp plow.

Replace Snow Blower
The existing 1985 snow removal vehicle has reached a condition where it is no longer economically feasible to maintain and keep it in operation. It is proposed at this time to replace this vehicle with a new 4000 ton/hour snow blower.

Overlay Access Road
The existing access road is showing signs of distress in the form of cracking and some minor potholing. It is considered that by 2007 it will be necessary to provide a strengthening overlay for this road. The existing curbs on the road are n a state of disrepair because of deterioration from freezing and thawing. It is proposed to replace all concrete curbs using an air-entrained concrete, to overlay all of the roads with 3 inches of asphalt concrete, to provide standard marking to the roads, and to adjust the grades on the drainage inlet structures.

Overlay Taxiway
The pavements on Taxiways B, E, F, H, J and portions of A are cracking because of thermal stressing. It will be necessary to repair all major cracks on these taxiways and to provide a 6-inch asphaltic concrete overlay. The shoulders will be regraded to accommodate the 6-inch overlay. The edge lights will be raised to accommodate the 6-inch overlay. As an alternate rehabilitation scenario the pavement sections will be reconstructed in these areas. It is also necessary to widen Taxiway A between Taxiway B and Taxiway H to provide a full 75-foot width taxiway.

All of the pavements on the taxiways will be sawed and sealed to provide a uniform joint pattern to control thermal cracking. Standard taxiway marking will be applied to all pavements. Land coverage mitigation fees may be assessed by TRPA. An allowance of $350,000 has been included.

City Of South Lake Tahoe
Regional Surface Transportation Program
Project List – Total Project Cost
(Estimated RSTP Costs)

U.S. Highway 50 Water Quality Improvement Project Phase 1 & 2
This project consists of construction of water quality improvements, Class 2 bicycle lane, landscaping, pedestrian lighting along U.S. Highway 50. Phase 1 limits are from Ski Run Boulevard to Trout Creek. Phase 2 limits are from Trout Creek to the South Y intersection.
Total Project: $24,000,000 ($1,500,000)

South Y Intersection Improvement Project
This project is located at the intersection of U.S. Highway 50 and State Route 89. It includes intersection upgrades to improve the level of service at the intersection enhancing traffic flow. This project was identified in the 1997 South Y Intersection Improvement Study as a necessary component of improving overall traffic movement along the Highway 50 corridor.

Total Project: $1,385,000 ($350,000)

Tahoe Keys/ Highway 50 Traffic Improvements
This project would construct a right turn lane on westbound U.S. Highway 50 at Tahoe Keys Boulevard. It will improve the level of service at the intersection and enhance traffic flow. This project was identified in the 1997 South Y Intersection Improvement Study as a necessary component of improving overall traffic movement along the Highway 50 corridor.

Total Project: $325,000 ($65,000)

Highway 50 /Third Street Turn-Lane Improvements
This project would improve turning lanes at the intersection of Third Street and U.S. Highway 50. It will improve the level of service at the intersection and enhance traffic flow. This project was identified in the 1997 South Y Intersection Improvement Study as a necessary component of improving overall traffic movement along the Highway 50 corridor.

Total Project: $30,000 ($30,000)

Roadway Rehabilitation
Funding would be allocated to the City's annual street overlay program to extend the life of city streets.

Total Project: $400,000 ($200,000 annually)

Harrison Avenue Improvements
This project consists of improvements to Harrison Avenue from Los Angeles Avenue to Lakeview Avenue. Funding would be for the water quality portion of these improvements.

Total Project: Unknown at this time

City Of South Lake Tahoe
Congestion Mitigation and Air Quality Program
Project List – Total Project Cost
(Estimated CMAQ Costs*)

South Y Intersection Improvement Project
This project is located at the intersection of U.S. Highway 50 and State Route 89. It includes intersection upgrades to improve the level of service at the intersection enhancing traffic flow. This project was identified in the 1997 South Y Intersection Improvement Study as a necessary component of improving overall traffic movement along the Highway 50 corridor.

Total Project: $1,385,000 ($700,000)

Tahoe Keys Blvd./ Highway 50 Traffic Improvements
This project would construct a right turn lane on westbound U.S. Highway 50 at Tahoe Keys Boulevard. It will improve the level of service at the intersection and enhance traffic flow. This project was identified in the 1997 South Y Intersection Improvement Study as a necessary component of improving overall traffic movement along the Highway 50 corridor. Total project costs, depending on configuration have been estimated between $325,000 and $5,000,000.

Total Project: $325,000 ($260,000)

Purchase of Compressed Natural Gas (CNG) Vehicles
The purchase of CNG vehicle is an eligible activity. The City could replace aging vehicles in the fleet with cleaner burning CNG vehicles. Costs would vary depending on type and quantity of vehicles.

Total Project: $22,000 per vehicle ($19,390)

Harrison Avenue Park and Ride Lot
There is a possibility that the proposed parking lot at the corner of Harrison Avenue and Modesto Avenue could be utilized as a park and ride lot and qualify for CMAQ funding. This parking lot is part of the Harrison Avenue Project, which also includes street improvements, water quality treatment, parking, landscaping, bike trails and pedestrian improvements. The parking lot portion is estimated at $210,000.

Total Project: $210,000 ($185,073)

***CMAQ funding is 88.13% and requires a non-federal match**

City Of South Lake Tahoe
Tahoe Regional Planning Agency Mitigation Fees
Project List For 2003-2008
(Estimated Costs)

AIR QUALITY PROJECTS	Estimated Cost
South Y Intersection Traffic Improvement Project (2003/04) Pursuant to the 1997 South Y Intersection Improvement Study, this $730,000-project would be funded mostly by Federal grants, requiring 20% local match	$75,000
Transit Operation and Maintenance Facility (2003/04) This is funding to match the $315,000 in Rural Surface Transportation Grant funding obtained to perform the environmental documents and plans and specifications for a new transit operation and maintenance facility south of the Lake Tahoe Airport.	$35,000
Double Left-turn at Sierra Boulevard (2004/05)	$50,000
Tahoe Keys/Hwy 50 Traffic Improvements (2005/06) This $2.5- to $3-million project would be funded mostly by Federal grants, requiring 20% local match.	$50,000
Improvements to Existing Bus Maintenance Facility (2005/06)	$85,000
Hwy 50/Third Street Turn-Lane Improvements (2005/06) This project was identified in the 1997 South Y Intersection Improvement Study as a necessary component of improving overall traffic movement along the Highway 50 corridor	$50,000
Transit Bus/Van Replacement Match Air quality funds would be used to match other grant funding sources to replace the aging transit fleet with new CNG buses.	$100,000
WATER QUALITY PROJECTS	
Annual lease/purchase payment for Vactor Truck (2003/04)	$18,000
Annual lease/purchase payment for Sweeper (2003/04)	$25,000
Rocky Point Erosion Control Project (2003/04) Funding of $100,000 may be used to supplement grant funding.	$100,000
Glorene Avenue/Eighth Street Erosion Control Project (2003/04) This project is located in the Gardner Mountain and Tamarack Subdivisions along portions of Glorene Avenue, Tata Lane, Eighth Street, and Emerald Bay Road. The proposed improvements include curb and gutter, drainage improvements, drainage basins and revegetation	$250,000

WATER QUALITY PROJECTS CONT.	Estimated Cost
Lyons Ave/Rufus Allen Blvd SR2S Project (2003/04) Funding would be for the water quality portion of these improvements.	$150,000
Annual lease/purchase payment for Vactor Truck (2004/05)	$18,000
Annual lease/purchase payment for Sweeper (2004/05)	$25,000
Sierra Tract Erosion Control Project, Phase 1 (2004/05) Funding of $50,000 may be used to supplement CTC grant funding.	$50,000
East Pioneer Trail Erosion Control Project (2005/06) Funding of $50,000 may be used to supplement CTC grant funding.	$50,000
Annual lease/purchase payment for Vactor Truck (2005/06)	$18,000
Annual lease/purchase payment for Sweeper (2005/06)	$25,000
Annual lease/purchase payment for Vactor Truck (2006/07)	$18,000
Annual lease/purchase payment for Sweeper (2006/07)	$25,000
Harrison Avenue Improvements (2006/07) Funding would be for the water quality portion of these improvements.	$100,000
Sierra Tract Erosion Control Project, Phase 2 (2007/08) Funding of $50,000 may be used to supplement CTC grant funding.	$50,000
Annual lease/purchase payment for Vactor Truck (2007/08) Trade-in Vactor and start new 5-yr lease/purchase agreement	$18,000
Annual lease/purchase payment for Sweeper (2007/08) Trade-in Sweeper and start new 5-yr lease/purchase agreement	$25,000
STREAM ENVIRONMENT ZONE RESTORATION	
Glorene Avenue/Eighth Street Erosion Control Project (2003/04) This project is located in the Gardner Mountain and Tamarack Subdivisions along portions of Glorene Avenue, Tata Lane, Eighth Street, and Emerald Bay Road. The project includes stream environment zone restoration.	$100,000
Upper Truckee River (Airport Reach) Restoration Project. (2004/05) Funding of $150,000 may be used to supplement grant funding.	$150,000
East Pioneer Trail Erosion Control Project (2005/06) Funding of $100,000 will be used for SEZ restoration within the project area.	$100,000

STREAM ENVIRONMENT ZONE RESTORATION CONT.	Estimated Cost
Various SEZ Restoration (2006/07) Funding for restoration yet to be identified throughout the City, in conjunction with the implementation of erosion control projects.	$50,000
Various SEZ Restoration (2007/08) Funding for restoration yet to be identified throughout the City, in conjunction with the implementation of erosion control projects.	$50,000

City Of South Lake Tahoe
Underground Utility District Program
Project List*

Tahoe Keys Boulevard Underground Utility District
This project will underground existing overhead utilities on Tahoe Keys Boulevard from Highway 50 to Venice Drive. The substructure was installed in 2003 and project completion is scheduled for 2006.

Lake Tahoe Boulevard Underground Utility District
This project will underground existing overhead utilities on Lake Tahoe Boulevard from the South Y to D Street/Viking Road. The substructure will be installed in 2006 and project completion is scheduled for 2007.

Sierra Boulevard Underground Utility District
This project will underground existing overhead utilities on Sierra Boulevard from Highway 50 to Barbara Avenue. The substructure will be installed in 2008 and project completion is scheduled for 2010.

*Funding for undergrounding of utilities is through Sierra Pacific Power Co.'s collection of Rule 20a funds from customers.

CITY OF SOUTH LAKE TAHOE CAPITAL IMPROVEMENT PLAN

DRAFT of May 19, 2004 — **YEAR 1 - FY 03/04**

Account #	PROJECT NAME	GF*	CTC	USFS	CMAQ	TRPA	LTUSD	BOR	RSTP	Reimb	B&W	RSTG	HED	Caltrans	SR2S	TKM	SRF	Prop 116	FAA	CaDOA	Transfer	Other	Total
Fund 301																							
	EROSION CONTROL PROJECTS																						
301 40007	Erosion Control Costs	$94																					$94
301 40010	Ski Run SEZ	$40																					$40
301 40012	Al Tahoe/Bijou Crk Ext.	($16)	$17																				$1
301 40013	Rocky Point ECP	($8)	$1,281			$100				$127													$1,499
301 40014	Glorene/8th St. ECP	($25)	$3,290			$350																	$3,615
301 40015	Regina Road ECP	$16																					$16
301 40018	Sierra Tract ECP	$52	$398	$200																			$650
301 40019	East Pioneer Trail ECP	($6)	$245																				$239
301 40027	Rocky Point 3 & 4	($29)	$924	$42																			$937
																							$0
	SEZ RESTORATION																						$0
301 40016	Industrial Tract WQ & SEZ Rest.	($4)	$13																				$9
301 40017	Upper Truckee Restoration	$0	$600					$36															$636
																							$0
	MONITORING																						$0
301 40025	Curtem Monitoring PH. 2	$0		$78																			$78
301 40026	Chemical Treatment Study	$0		$222																			$222
																							$0
	ROAD IMPROVEMENTS																						$0
301 50002	Sierra Blvd Improvements	$20							$185					$183									$387
301 50006	Highway 50 Improvements	$17							$650														$667
301 50009	South Y Improvements	$0			$700	$75			$350					$250								$15	$1,390
301 50015	Tahoe Keys Blvd Turn Lanes	$0			$260				$65														$325
																							$0
	PEDESTRIAN/LANDSCAPE/RECREATION																						$0
301 50003	Harrison Ave. Improvements		$55																				$55
301 50004	Ski Run Village/Bike Impr.	$32	$860	$212						$61													$1,165
301 50008	Linear Park Ext/Pine Blvd.	$2																					$2
301 50010	Curb Ramp Installation	$25																					$25
301 50012	15th Street Bicycle Trail	($68)	$163																				$95
301 50014	Lyons/Rufus Allen Sidewalks					$100	$42								$356								$498
301 60001	Bijou Community Park	$258																					$258
301 60023	El Dorado Boat Launch/Docks	$19									$445												$464
301 60026	Playground & Site Impr	($10)																				$35	$25
																							$0
	FACILITIES																						$0
301 60004	Heater/Blower Air Structure	$65																					$65
301 60009	Recreation Complex Roof	$13																					$13
301 60010	South Y Transfer Terminal	$16																					$16
301 60011	Parking Lot Overlay	$50																					$50
301 60012	STAGE Maintenance Expans.	$2																					$2
301 60015	Equip & Records Stor. Mezzanine	$23																					$23
301 60016	Services Center Upgrades (Int)	$24																					$24
301 60025	Ice Skating Facility	$5																					$5
301 60030	Reroof 1700 D Street	$104																					$104
301 60035	Underground Storage Tank Upgr.	$25																					$25
301 60036	Reroof Administrative Center	$20																					$20
301 60037	Transit M & O Facility	($8)				$35						$239											$266
301 60038	LTA Handicap Access												$46										$46

CITY OF SOUTH LAKE TAHOE CAPITAL IMPROVEMENT PLAN

	DRAFT of May 19, 2004	YEAR 1 - FY 03/04																					
Account #	PROJECT NAME	GF*	CTC	USFS	CMAQ	TRPA	LTUSD	BOR	RSTP	Reimb	B&W	RSTG	HED	Caltrans	SR2S	TKM	SRF	Prop 116	FAA	CaDOA	Transfer	Other	Total
301 60039	Above Ground Fuel Tanks	$25																					$25
301 70014	Snow Storage Acquisition	$95																					$95
																							$0
	EQUIPMENT																						$0
301 70002	Pavement Grinder	$39																					$39
301 70005	Replace Computers, Upgrade	$5																					$5
301 70008	Software-BiTech	$2																					$2
301 70013	Addl Bi Tech purchases	$23																					$23
																							$0
	MISCELLANEOUS																						$0
301 70000	City CIP Administration	$11	$32																			$1	$44
301 70012	South Y Community Plan	$293																					$293
																							$0
	FUND TOTAL	$1,238	$7,878	$754	$960	$660	$42	$36	$1,250	$187	$445	$239	$46	$433	$356	$0	$0	$0	$0	$0	$0	$51	$14,577
Fund 302																							$0.0
302 40003	Trout Creek Restoration	($23)	$23													$62							$62
	FUND TOTAL	($23)	$23	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$62	$0	$0	$0	$0	$0	$0	$62
Fund 303																							$0
303 Fund	Reg. Surf. Transp. Program	$777							$182												($715)		$243
303 50000	Unallocated Transportation Rev	$636								$72											($535)		$173
	FUND TOTAL	$1,413	$0	$0	$0	$0	$0	$0	$182	$72	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	($1,250)	$0	$416
																							$0
Fund 350	REDEVELOPMENT																						$0
350 91000	Ski Run Redevelopment Area		$41														$34						$75
350 92001	Park Avenue Redevelopment Area	$2,300								$86								$700			($300)		$2,786
	FUND TOTAL	$2,300	$41	$0	$0	$0	$0	$0	$0	$86	$0	$0	$0	$0	$0	$0	$34	$700	$0	$0	($300)	$0	$2,862
																							$0
Fund 351	PARKING AUTHORITY																						$0
351 99000	Parking Garage Construction	($300)																			$300		$0
	FUND TOTAL	($300)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$300	$0	$0
																							$0
Fund 501	AIRPORT																						$0
501 80018	Runway Reconstruction	$0																					$0
501 80020	Commercial Ramp Reconst.	$0																					$0
	FUND TOTAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

All amounts are in $1,000's

Notes: GF-General Fund; CTC- California Tahoe Conservancy; USFS-United States Forest Service Burton-Santini; CMAQ-Congestion Mitigation & Air Quality; TRPA-Tahoe Regional Planning Agency Mitigation Funds; LTUSD-Lake Tahoe Unified School District; BOR-United States Bureau of Reclamation; Reimb.-Reimbursement from other agencies; B&W-California Department of Boating & Waterways; RSTG-Rural System Transit Grant; HED-Housing & Economic Development; Caltrans-State of California Department of Transportation; SR2S-Safe Routes to Schools; TKM-Tahoe Keys Mitigation Fund; SRF-State Revolving Loan Fund; Prop 116-State of California Proposition 116 Transit; FAA-Federal Aviation Agency; CaDOA-California Division of Aeronautics; Transfer-Transfers between CIP funds

* Numbers in parenthesis indicate that the project is due retention from the CTC. The CTC grants only allow 90% reimbursement until the project final report is submitted. Some projects show general fund money that is actually funding from grant advances.

CITY OF SOUTH LAKE TAHOE UNFUNDED CAPITAL IMPROVEMENT PLAN

DRAFT of May 19, 2004

Account #	PROJECT NAME	FY 03/04 (Anticipated) CTC	USFS	FAA	Other	YEAR 2- FY 04/05 GF	CTC	USFS	CMAQ	TRPA	RSTP	BOR	Reimb	Caltrans	FAA	CaDoA	Other
	FUND TOTAL	$3,524	$5,710	$0	$220	$0	$3,896	$3,250	$0	$350	$200	$0	$0	$0	$0	$0	$0
Fund 303																	
303 Fund	Reg. Surf. Transp. Program										$180						
303 50000	Unallocated Transportation Rev																
	FUND TOTAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$180	$0	$0	$0	$0	$0	$0
Fund 350	REDEVELOPMENT																
350 91000	Ski Run Redevelopment Area																
	Ski Run Plaza																
350 92001	Park Avenue Redevelopment Area													$86			
	Project 3-Convention Center																
	FUND TOTAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$86	$0	$0	$0
Fund 501	AIRPORT																
	Security Access Controls			[illegible]	[illegible]												
	GA Ramp Reconstruction														[illegible]		
501 80020	Commercial Ramp Reconst																
501 80018	Runway Reconstruction																
	Runway Safety Areas																
	Upper Truckee River Restoration																
	New Elect. Service for LDA/DME																
	Obstruction Removal																
	Reseal Joints-Taxiway & Apron																
	Fire Truck Replacement																
	Replace plow blades																
	Terminal Building Feasiblity Study																
	Master Plan Update																
	EIS/EIR Airport Development																
	Replace Hazard Beacon-Angora																
	Replace Snow Blower																
	ARFF Equipment Building																
	Replace Grader																
	Noise Monitoring Equipment																
	New Snow Removal Equipment																
	Replace Snow Blower																
	Overlay Access Road																
	Overlay Taxiway																
	FUND TOTAL	$0	$0	$392	$21	$0	$0	$0	$0	$0	$0	$0	$0	$0	$4,836	$0	$255

Account #	PROJECT NAME	YEAR 3- FY 05/06 GF	CTC	USFS	CMAQ	TRPA	RSTP	BOR	Reimb	Caltrans	FAA	CaDoA	Other
	FUND TOTAL	$0	$0	$0	$185	$150	$200	$0	$0	$0	$0	$0	$0
Fund 303													
303 Fund	Reg. Surf. Transp. Program												
303 50000	Unallocated Transportation Rev						$200						
	FUND TOTAL	$0	$0	$0	$0	$0	$200	$0	$0	$0	$0	$0	$0
Fund 350	REDEVELOPMENT												
350 91000	Ski Run Redevelopment Area												
	Ski Run Plaza												
350 92001	Park Avenue Redevelopment Area									$86			
	Project 3-Convention Center												
	FUND TOTAL	$0	$0	$0	$0	$0	$0	$0	$0	$86	$0	$0	$0
Fund 501	AIRPORT												
	Security Access Controls												
	GA Ramp Reconstruction												
501 80020	Commercial Ramp Reconst									$3,521		$201	
501 80018	Runway Reconstruction												
	Runway Safety Areas												
	Upper Truckee River Restoration												
	New Elect. Service for LDA/DME									$1,306		$69	
	Obstruction Removal									$111		$6	
	Reseal Joints-Taxiway & Apron									$166		$9	
	Fire Truck Replacement									$238		$13	
	Replace plow blades									$433		$23	
	Terminal Building Feasiblity Study									$84		$4	
	Master Plan Update									$95		$5	
	EIS/EIR Airport Development												
	Replace Hazard Beacon-Angora												
	Replace Snow Blower												
	ARFF Equipment Building												
	Replace Grader												
	Noise Monitoring Equipment												
	New Snow Removal Equipment												
	Replace Snow Blower												
	Overlay Access Road												
	Overlay Taxiway												
	FUND TOTAL	$0	$0	$0	$0	$0	$0	$0	$0	$6,254	$0	$329	$0

Account #	PROJECT NAME	YEAR 4- FY 06/07 GF	CTC	USFS	CMAQ	TRPA	RSTP	BOR	Reimb	Caltrans	FAA	CaDoA	Other
	FUND TOTAL	$0	$0	$0	$0	$150	$200	$0	$0	$0	$0	$0	$0
Fund 303													
303 Fund	Reg. Surf. Transp. Program												
303 50000	Unallocated Transportation Rev						$200						
	FUND TOTAL	$0	$0	$0	$0	$0	$200	$0	$0	$0	$0	$0	$0
Fund 350	REDEVELOPMENT												
350 91000	Ski Run Redevelopment Area												
	Ski Run Plaza												
350 92001	Park Avenue Redevelopment Area									$86			
	Project 3-Convention Center												
	FUND TOTAL	$0	$0	$0	$0	$0	$0	$0	$0	$86	$0	$0	$0
Fund 501	AIRPORT												
	Security Access Controls												
	GA Ramp Reconstruction												
501 80020	Commercial Ramp Reconst												
501 80018	Runway Reconstruction												
	Runway Safety Areas												
	Upper Truckee River Restoration									$3,577		$188	
	New Elect. Service for LDA/DME												
	Obstruction Removal												
	Reseal Joints-Taxiway & Apron												
	Fire Truck Replacement												
	Replace plow blades												
	Terminal Building Feasiblity Study												
	Master Plan Update												
	EIS/EIR Airport Development									$542		$29	
	Replace Hazard Beacon-Angora												
	Replace Snow Blower												
	ARFF Equipment Building												
	Replace Grader												
	Noise Monitoring Equipment												
	New Snow Removal Equipment												
	Replace Snow Blower												
	Overlay Access Road												
	Overlay Taxiway												
	FUND TOTAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

Account #	PROJECT NAME	YEAR 5- FY 07/08 GF	CTC	USFS	CMAQ	TRPA	RSTP	BOR	Reimb	Caltrans	FAA	CaDoA	Other	Total
	FUND TOTAL	$0	$0	$0	$0	$100	$200	$0	$0	$0		$0	$0	$18,335
Fund 303														
303 Fund	Reg. Surf. Transp. Program													$780
303 50000	Unallocated Transportation Rev						$200							$780
	FUND TOTAL	$0	$0	$0	$0	$0	$200	$0	$0	$0	$0	$0	$0	$780
Fund 350	REDEVELOPMENT													$0
350 91000	Ski Run Redevelopment Area													$0
	Ski Run Plaza													$0
350 92001	Park Avenue Redevelopment Area													$0
	Project 3-Convention Center									$86				$346
	FUND TOTAL	$0	$0	$0	$0	$0	$0	$0	$0	$86	$0	$0	$0	$346
Fund 501	AIRPORT													$0
	Security Access Controls													$0
	GA Ramp Reconstruction													$413
501 80020	Commercial Ramp Reconst													$5,086
501 80018	Runway Reconstruction													$4,022
	Runway Safety Areas													$19,000
	Upper Truckee River Restoration													$3,765
	New Elect. Service for LDA/DME													$1,375
	Obstruction Removal													$117
	Reseal Joints-Taxiway & Apron													$175
	Fire Truck Replacement													$250
	Replace plow blades													$456
	Terminal Building Feasiblity Study													$88
	Master Plan Update													$100
	EIS/EIR Airport Development													$570
	Replace Hazard Beacon-Angora										$713		$38	$750
	Replace Snow Blower										$48		$3	$50
	ARFF Equipment Building										$416		$22	$438
	Replace Grader										$1,739		$92	$1,830
	Noise Monitoring Equipment										$267		$14	$281
	New Snow Removal Equipment										$36		$2	$38
	Replace Snow Blower													$0
	Overlay Access Road													$0
	Overlay Taxiway													$0
	FUND TOTAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$3,218	$0	$189	$36,694

All amounts are in 1,000's

Notes:
GF-General Fund; CTC- California Tahoe Conservancy; USFS-United States Forest Service Burton-Santini; CMAQ-Congestion Mitigation & Air Quality;
TRPA-Tahoe Regional Planning Agency Mitigation Funds; BOR-United States Bureau of Reclamation; Reimb.-Reimbursement from other agencies;
Caltrans-State of California Department of Transportation; FAA-Federal Aviation Agency; CaDOA-California Division of Aeronautics;
Transfer-Transfers between CIP funds

CITY OF SOUTH LAKE TAHOE

Regional Surface Transportation Program List

Congestion Mitigation and Air Quality Program List

	DRAFT of May 19, 2004	FY 03/04		FY 04/05		FY 05/06		FY 06/07		FY 07/08	
Account #	PROJECT NAME	RSTP	CMAQ	RSTP	CMAQ	RSTP	CMAQ	RSTP	CMAQ	RSTP	CMAQ
Fund 301											
	ROAD IMPROVEMENTS										
301 50002	Sierra Blvd Improvements	$185									
301 50006	Highway 50 Improvements	$650									
301 50009	South Y Improvements	$350	$700								
301 50015	Tahoe Keys Blvd Turn Lanes	$65	$260								
	Harrison Ave. Improvements					$25	$185				
	Third Street Improvements			$30							
	Annual Street Overlay	$180		$170		$175		$200		$200	
	VEHICLES										
	CNG Vehicles				$40		$40		$180		$180
	FUND TOTAL	$1,430	$960	$200	$40	$200	$225	$200	$180	$200	$180

All amounts are in 1,000's

CITY OF SOUTH LAKE TAHOE MITIGATION FUND PROJECT LIST

	DRAFT of May 19, 2004	YEAR 1 - FY 03/04			YEAR 2- FY 04/05			YEAR 3- FY 05/06			YEAR 4- FY 06/07			YEAR 5- FY 07/08			
Account #	PROJECT NAME	Air	Water	SEZ	Air	Water	SEZ	Air	Water	SEZ	Air	Water	SEZ	Air	Water	SEZ	Total
Fund 301																	
	EROSION CONTROL PROJECTS																
	Lyons Ave/Rufus Allen Sidewalks		$150														$150
301 40013	Rocky Point ECP, Phase 1 & 2		$100														$100
301 40014	Glorene/8th St. ECP		$250	$100													$350
301 40018	Sierra Tract ECP Phase 1					$50											$50
301 40019	East Pioneer Trail ECP								$50	$100							$150
	Sierra Tract ECP Phase 2														$50		$50
	Harrison Ave. Improvements											$100					$100
	SEZ RESTORATION																
301 40017	Upper Truckee Restoration						$150										$150
	Citywide SEZ Restoration												$50			$50	$100
																	$0
	ROAD IMPROVEMENTS																
301 50009	South Y Improvements	$75															$75
301 50002	Sierra Blvd. Dual Left Turn Impr				$50												$50
301 50015	Tahoe Keys Blvd Turn Lanes																$50
	Third Street Turn Lanes							$50									$50
																	$0
	FACILITIES																
301 60037	Transit M & O Facility	$35															$35
	Improvements to Bus Maint. Facility							$85									$85
	VEHICLES																
	Annual lease for Vactor Truck		$18			$18			$18			$18			$18		$90
	Annual lease for Sweeper		$25			$25			$25			$25			$25		$125
	Bus Replacement Match	$100			$50						$50						$200
	FUND TOTAL	$210	$543	$100	$100	$93	$150	$185	$93	$100	$50	$143	$50	$0	$93	$50	$1,960

All amounts are in 1,000's

CITY OF SOUTH LAKE TAHOE
CITY COUNCIL
SOUTH TAHOE REDEVELOPMENT AGENCY

SPEAKER/COMMENT FORM

PLEASE FILL OUT COMPLETELY AND GIVE TO THE CITY CLERK

AGENDA ITEM NO. NB(a) & (b)
(Please complete one Speaker Form per Agenda Item)

Note: The purpose of the Speaker Form is to provide the Mayor with the number of persons wanting to speak on a specific agenda item. It is also used to accurately spell your name in the Official Minutes. Your address will not be contained in the Minutes. The reason we request your mailing address is so that the City Clerk's Department can provide you with an agenda when and/or if this item is heard again by the City Council/South Tahoe Redevelopment Agency in the future.

NAME: Juan C. Chavez

MAILING ADDRESS:

PHONE: (optional): (530) 542-4819

COMMENTS: City Council new business: item(s): a and b. Capital Imp PID

B

NEW BUSINESS b)

City of South Lake Tahoe

"making a positive difference now"

July 16, 2004

INITIATION OF BUSINESS IMPROVEMENT DISTRICT

Mayor and Council:

The City Attorney is reviewing this request from the Chamber of Commerce and Lodging Association and will provide you with advice regarding the proposed recommendation, and she will provide you with her comments before or by your Tuesday meeting.

DAVID M. JINKENS
City Manager

CENTRAL RECORDS
FILE No.: 1021
1021

Office of the City Manager · 1052 Tata Lane · South Lake Tahoe, California 96150-6324
City Manager · (530) 542-6045 · FAX (530) 542-4054

RECEIVED
JUL - 8 2004
CITY CLERK'S OFFICE
CITY OF SOUTH LAKE TAHOE

July 6, 2004

Mayor and City Council
City of South Lake Tahoe
c/o City Clerk
1052 Tata Lane
South Lake Tahoe, CA 96150

Re: Initiation of Business Improvement District

Honorable Mayor and City Council:

As the Council is aware a consultant to the City is presently working on the financial data necessary for the formation of a business improvement district created for the purpose of the promotion of tourism.

While there has been discussion of moving forward with the proposed BID the necessary steps for formation have not yet been initiated. This letter is a request to the Council to commence that process by doing the following:

1. Agendizing for the July 20th Council meeting the creation of a BID Advisory Board as authorized by Streets and Highway Code Section 36530. That Board should be composed exclusively of persons who would be obligated to pay the assessments, if levied. The purpose of appointing the Board now is so that it can take the responsibility for drafting the Resolution of Intention to form the district and bringing it before the Council after the appropriate public notice has been given.

2. Requesting a Council subcommittee (Upton Davis) to work with the signators to the letters, plus our counsel, to draft criteria for the membership of the Advisory Board, including an appropriate application process, for review at your July 20th meeting with the Board to be selected in August.

3. Assuming information from the Consultant necessary to consideration of district formation is available by August authorize the BID Advisory Board when appointed to prepare the Resolution of Intention in a manner consistent with the used for the Ski Run BID. To refresh the Council's recollection, a copy of that Resolution is attached.

If there are any questions please contact either of us, or Duane Wallace, at anytime.

Carol Chaplin
President, Chamber of Commerce

Jerry Birdwell
President, Lodging Association

cc: David Jinkens
Cathy DiCamillo

Letters\mayor & city council 070204

CLOSED SESSION:

(a) (CC) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(a)
Bons v. City of South Lake Tahoe

(b) (CC) CONFERENCE WITH LEGAL COUNSEL –ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(c)
One (1) Case

CENTRAL RECORDS
FILE No.: 1002

SHOWING DISTRIBUTION
E-MAIL AGENDA

City of South Lake Tahoe

"making a positive difference now"

CITY COUNCIL/
SOUTH TAHOE REDEVELOPMENT AGENCY/
SOUTH TAHOE JOINT POWERS PARKING AUTHORITY
MEETING AGENDA

Tuesday, July 20, 2004, 9:00 a.m.
City Council Chambers, 1900 Lake Tahoe Blvd.
South Lake Tahoe, California 96150

Tom Davis, Mayor
Kathay Lovell, Mayor Pro Tem
Councilmembers:
Judy Brown
Hal Cole
John Upton

ALL CITY COUNCIL MEETINGS ARE OPEN TO THE PUBLIC

PLEASE NOTE: THE MEETING LOCATION IS ACCESSIBLE TO PEOPLE WITH DISABILITIES. EVERY REASONABLE EFFORT WILL BE MADE TO ACCOMMODATE PARTICIPATION OF THE DISABLED AT ALL CITY COUNCIL MEETINGS; IF PARTICULAR ACCOMMODATIONS FOR THE DISABLED ARE NEEDED (i.e. DISABILITY-RELATED AIDS, OR OTHER SERVICES), PLEASE CONTACT THE CITY CLERK AT (530) 542-6004 AT LEAST 24 HOURS IN ADVANCE OF THE MEETING.

Agenda Packets are available for review at the City Clerk's Office, 1052 Tata Lane.

CALL TO ORDER/PLEDGE OF ALLEGIANCE TO THE FLAG:

ROLL CALL:

PROCLAMATIONS:

Agenda JB letters Sent 7/15 EB

(a) **Certificate of Recognition to Tim Drinkwater for Act of Heroism in the South Lake Tahoe Community**

(b) **"A Proclamation Recognizing the Retirement of Rich McGuffin, Police Commander, and Honoring Him for 24 Years of Outstanding Service to the City of South Lake Tahoe"**

(c) **"A Proclamation Recognizing the Retirement of Bruce Budman, Finance Director, and Honoring Him for His Outstanding Service to the City of South Lake Tahoe"**

PLEASE SEE THE CITY CLERK IF YOU NEED ASSISTANCE. ***A COPY OF ALL WRITTEN MATERIAL PRESENTED AT THE MEETING MUST BE PROVIDED TO THE CITY CLERK FOR THE PUBLIC RECORD.***

Susan Alessi, CMC, City Clerk · (530) 542-6004
Administrative Center · 1052 Tata Lane · South Lake Tahoe, CA 96150-6324 · (530) 542-7411 FAX
salessi@ci.south-lake-tahoe.ca.us

COMMUNICATIONS FROM THE AUDIENCE:

This is the public's chance to speak on any topic not listed on this agenda. Please hold your comments to five minutes (or less). NOTE: California "Open Meeting Law" (better known as the "Brown Act") prohibits any action or discussion on any item not listed on the posted agenda EXCEPT that members of the City Council or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights. In addition, on their own initiative, or in response to questions posed by the public, a member of the City Council, or its staff, may ask a question for clarification provide a reference for factual information or request staff to report back to the Council. Persons appearing under "Communications from the Audience (regarding) non-agenda items" who desire to appeal a decision of a city commission, or staff, are required to see the City Clerk regarding the appeal fee, and paperwork necessary to be filed prior to having the item scheduled for a future Council agenda. This portion of the meeting is not video taped.

COMMISSION REPORT(S): (Oral Reports at the Meeting)

PRESENTATIONS:

Agenda - Yellow Dot - mailed 7/15 EB

(a) Highway 50 Improvement Project PWC 1995-07

Recommendation:

1. Receive Information on Project Status
2. Provide Direction on Project Implementation Relative to Project Maintenance and Acquisition

(b) Tahoe Valley Community Plan Team Vision

ADOPTION OF REGULAR & CONSENT AGENDA:

NOTE: If you want discussion on a CONSENT item, please tell the City Clerk prior to the commencement of the meeting and the item will be "pulled forward" for full discussion under the CONSENT FORWARD portion on the agenda. All the rest of the items which are not "pulled forward" receive an automatic 'YES' vote and the City Manager's Recommendation is carried out.

CONSENT AGENDA:

		Item:	City Manager's Recommendation:
CC	1.	**Minutes:** **July 6, 2004 City Council Meeting** **July 12, 2004 City Council Workshop** **July 13, 2004 Special Closed Session**	**Approve**
CC	2.	**Monthly Financial Report as of May 2004**	**Receive and File**

CONSENT AGENDA: (Continued)

	Item:		City Manager's Recommendation:
CC	3.	An Ordinance of the City Council of the City of South Lake Tahoe Authorizing the Use of Mail Ballot Elections	Adopt Ordinance
CC	4.	Resolution Denying the Claim of Lawrence J. Winking, Attorney for Claimant Cindi Martin	Adopt Resolution
CC	5.	Resolution Denying the Claim of Michael Kelly, Attorney for Claimant Vern West	Adopt Resolution
See Yellow Agenda mailed 7/15 EB CC	6.	Formal Bid No. 2004-02, Work Garment/Linen Services	Award Bid to Alsco in the Amount of $16,678.18 per Year for a 3-Year Contract
CC Jeff Sweet St. Rpt. 7/16 EB	7.	Professional Services Agreement with Golden Capital Network (GCN) to Provide Technical Assistance to Microenterprise Entrepreneurs Under Grant Agreement No. 03-EDBG-912	Approve and Authorize City Manager to Execute Professional Services Agreement
See Yellow Agenda mailed 7/15 EB CC	8.	Formal Bid No. 2004-006, Lyons Avenue/Rufus Allen Boulevard for the Safe Routes to School (SR2S) Project, PWC 2002-20 ($428,133)	Award Bid to C.B. Ebright Company, Inc. in the Amount of $428,133
Agenda See Yellow mailed 7/15 EB CC	9.	Reimbursement Agreement between the City of South Lake Tahoe and the Lake Tahoe Unified School District for the Safe Routes to School (SR2S) Project ($41,600)	Approve and Authorize Mayor to Execute Agreement
See Yellow Agenda emailed 7/16 EB	10.	Amendment to Professional Services Agreement between the City of South Lake Tahoe and Lumos and Associates for the East Pioneer Trail Erosion Control Project Watershed Hydrology Study, PWC 2002-10 ($150,262)	Approve and Authorize Mayor to Execute Agreement

CONSENT AGENDA: (Continued)

Item:			City Manager's Recommendation:
CC	11.	**Resolution Approving and Authorizing the Mayor to Execute Grant Augmentation Agreement between the City of South Lake Tahoe and the State of California, California Tahoe Conservancy, for El Dorado Beach to Ski Run Bike Trail and Lake Access Enhancement Project, PWC 2004-04 ($420,000 for Planning)**	**Adopt Resolution; Approve and Authorize Mayor to Execute Agreement**
CC/ STRA	12.	**Loan Agreements with the State of California HOME Program in the Amount of $3,400,000 and $100,000 of Low and Moderate Income Housing Funds for Construction of the Evergreen Tahoe Apartments**	**Approve and Authorize Mayor and Executive Director to Execute Agreements Subject to Approval by the City Attorney**

CONSENT FORWARD:

CITY COUNCIL PUBLIC HEARINGS:

(a) **Resolution Conditionally Vacating a Portion of Bijou Wagon Road**

Recommendation: Receive Public Input; Adopt Resolution

CITY COUNCIL UNFINISHED BUSINESS

(a) **Revisions to the Strategic Plan Goals and Objectives based on discussions from the Monday, July 12th Workshop**

Recommendation: Approve the Setting of the Top Priorities Priorities within the City's Adopted Strategic Plan; Direct Staff to Proceed to Develop Specific Timelines and Milestones for Implementation

See Yellow Agenda (b) **Report on Operation and Financial Status of the Public Parking Garage and Parking Enforcement for June 2004; and Review, Discussion and Possible Action Regarding Rates Structure**

& st. Rpt remarked 7/16 EB

CITY COUNCIL NEW BUSINESS:

(a) City of South Lake Tahoe Capital Improvement Program

Recommendation:
1. Approve Capital Improvement Program (CIP)
2. Adopt Budget Resolution for CIP
3. Provide Direction on Bijou Community Park Funding

(b) Discussion and Possible Action to Consider Authorizing the Creation of a Business Improvement District Advisory Committee to Assist with Formation as Requested by the Chamber of Commerce and Lodging Association

CITY COUNCIL/STRA MEMBER/CITY CLERK/CITY ATTORNEY/CITY MANAGER REPORTS:
Councilmembers, City Attorney, City Manager and City Clerk may provide brief reports (i.e., Committee Meetings or the Council's appointment on various boards and commissions). No action is taken at this time. Items may be referred to the City Manager.

CLOSED SESSION:

(a) (CC) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(a)
Bons v. City of South Lake Tahoe

(b) (CC) CONFERENCE WITH LEGAL COUNSEL –ANTICIPATED LITIGATION
Pursuant to Government Code Section 54956.9(c)
One (1) Case

ADJOURNMENT:

PLEASE NOTE: ALL CITY COUNCIL MEETINGS ARE VIDEOTAPED AND PLAYED DAILY AT 9:00 A.M. AND 7:00 P.M. ON GOVERNMENT ACCESS CHANNEL 21

City of South Lake Tahoe

"making a positive difference now"

July 15, 2004

Tim Drinkwater
4325 Brisbane Circle
El Dorado Hills, CA 95762

Dear Tim:

I have enclosed a copy of the City Council/South Tahoe Redevelopment Agency/South Tahoe Joint Powers Parking Authority meeting agenda for Tuesday, July 20, 2004.

On behalf of the City Council of the City of South Lake Tahoe I would like to cordially invite you to attend to receive a "Certificate of Recognition for your Act of Heroism in the South Lake Tahoe Community".

The Mayor, Tom Davis, will present you this certificate at 9:00 a.m., or as soon thereafter as possible. This portion of the meeting is televised. Please be prepared to take this opportunity to make a brief comment, if you would like, for those in attendance at the meeting as well as our city residents who view the meetings on our Local Government Access Channel 21.

Please call me at 542-6004 or email me at salessi@cityofslt.us to confirm that you will be able to attend.

I look forward to seeing you at the meeting.

Sincerely,

Susan Alessi
City Clerk

Enclosure

Susan Alessi, CMC, City Clerk · (530) 542-6004
Administrative Center · 1052 Tata Lane · South Lake Tahoe, CA 96150-6324 · (530) 542-7411 FAX
salessi@ci.south-lake-tahoe.ca.us

Suzie Alessi

From: Russ Dow
Sent: Wednesday, July 14, 2004 6:58 PM
To: Suzie Alessi
Cc: Russ Dow; Mike Chandler
Subject: FW: fire proclaimation

Hi Suzie!
Here's the info...call me if you need anything else (543-7257).
Thanks, Russd.

SBC employee's name (honoree): Tim Drinkwater
4325 Brisbane Circle, ElDorado Hills, Ca. 95762
916-941-1058 or 530-542-5630 or cell #510-378-5402

Tim's direct supervisor @ SBC is Jeff Stone 530-542-5627 or cell # 530-559-0969

Occupant/burn pt. is Sarah Kelley
2210 Dana Ct., SLT, Ca. 96150
530-541-0693

Here's part of the report from the incident.....

Eng 3, Batt. Chief3, and Medic 1 (Medic 3 was on inc. #1380) responded to a "911" report of a fire on the back deck of this residence; Reporting Person was the neighbor directly behind this Dana Ct. address. M1 was first on scene and declared the fire was extinguished from a BBQ/lighter fluid fire involving the occupant of the house. They declared an EMS situation for this person. E3 cancelled E2 and had B3 and E3 reduce to code 2.
E3 was met by an SBC repairman on scene who stated there was no fire but an occupant of the house was in the upstairs living room being cared for by M1. Incident Command met up with M1 tending to a female pt. with burns suffered from the ignited lighter fluid.

Fire investigation: According to the pt. and bystanders, the pt. was putting lighter fluid from a 32oz. plastic container, onto a lit BBQ, when the container caught fire. An SBC repairman, hearing screams from this backyard, responded and put pans of water, dirt from potted plants, and water from a garden hose onto the involved deck surface. The fire involved the pt's. clothing, and did little or no damage to the wooden deck.
On 7/7/04, Capt. Dow made contact with Tim Drinkwater, the SBC repairman who met E3 on our arrival. Tim stated that he used the dirt and water to put out little spot fires on the deck, and helped walk the pt. into the living room, where he placed a wet cloth on her forehead and waited with her for the Medic unit to arrive.

Suzie Alessi

From: Mike Chandler
Sent: Tuesday, July 13, 2004 3:15 PM
To: Russ Dow
Cc: Suzie Alessi
Subject: FW: Heroism Proc

Russ,

Can you provide the details? Do you think that we can get the fellow to the July 20th meeting? How about the victim? Think she'd be willing to come? If so, is July 20th too early?

Mike

Michael M. Chandler, Fire Chief
City of South Lake Tahoe Fire Dept.
2101 Lake Tahoe Blvd., CA 96150

Phone (530) 542-6167
FAX (530) 541-0634
email: mchandler@ci.south-lake-tahoe.ca.us

-----Original Message-----
From: Suzie Alessi
Sent: Tuesday, July 13, 2004 12:16 PM
To: Mike Chandler
Subject: Heroism Proc

Hi Mike.
At the last senior staff meeting you brought up a proc for heroism regarding a fire. (SBC repairman)
Do you want this on the July 20th agenda? If so, provide me with The details and I can put together a certificate of heroism.

Suzie.

Susan Alessi, City Clerk
City of South Lake Tahoe
1052 Tata Lane
South Lake Tahoe, CA 96150
Office: (530) 542-6004
Fax: (530) 542-7411

III(b)

City of South Lake Tahoe

California

CERTIFICATE OF VALOR
TO
STEVE ZEHREN
FOR AN ACT OF HEROISM

The City Council of the City of South Lake Tahoe hereby recognizes the valant act of heroism you displayed on Saturday morning, the 18th day of July, 1992 when you rescued two persons from a tragic two-car collision on the corner of Ski Run Boulevard and David Lane.

On behalf of the entire City Council, we commend you!

Keith Klein, Mayor

P.O. Box 1210, South Lake Tahoe, California 95705
(916) 573-2000

CENTRAL RECORDS
FILE No.: 1038

Valor:

Strength of mind or spirit that enables a person to encounter danger with firmness personal bravery

heroic.

Courage daring

of a kind that is likely only to be undertaken to save a life

Bravery

City of South Lake Tahoe

"making a positive difference now"

July 15, 2004

Rich McGuffin, Commander
South Lake Tahoe Police Department
1352 Johnson Blvd.
South Lake Tahoe, CA 96150

Dear Rich:

I have enclosed a copy of the City Council/South Tahoe Redevelopment Agency/South Tahoe Joint Powers Parking Authority meeting agenda for Tuesday, July 20, 2004.

On behalf of the City Council of the City of South Lake Tahoe I would like to cordially invite you to attend to receive a "Proclamation Recognizing your Retirement and Honoring you for your Outstanding Service to the City of South Lake Tahoe".

The Mayor, Tom Davis, will present you this proclamation at 9:00 a.m., or as soon thereafter as possible. This portion of the meeting is televised. Please be prepared to take this opportunity to make a brief comment, if you would like, for those in attendance at the meeting as well as our city residents who view the meetings on our Local Government Access Channel 21.

Please call me at 542-6004 or email me at salessi@cityofslt.us to confirm that you will be able to attend.

I look forward to seeing you at the meeting.

Sincerely,

Susan Alessi
City Clerk

Enclosure

Susan Alessi, CMC, City Clerk · (530) 542-6004
Administrative Center · 1052 Tata Lane · South Lake Tahoe, CA 96150-6324 · (530) 542-7411 FAX
salessi@ci.south-lake-tahoe.ca.us

City of South Lake Tahoe

"making a positive difference now"

July 15, 2004

Bruce Budman, Finance Director
City of South Lake Tahoe
1052 Tata Lane
South Lake Tahoe, CA 96150

Dear Bruce:

I have enclosed a copy of the City Council/South Tahoe Redevelopment Agency/South Tahoe Joint Powers Parking Authority meeting agenda for Tuesday, July 20, 2004.

On behalf of the City Council of the City of South Lake Tahoe I would like to cordially invite you to attend to receive a "Proclamation Recognizing your Retirement and Honoring you for your Outstanding Service to the City of South Lake Tahoe".

The Mayor, Tom Davis, will present you this proclamation at 9:00 a.m., or as soon thereafter as possible. This portion of the meeting is televised. Please be prepared to take this opportunity to make a brief comment, if you would like, for those in attendance at the meeting as well as our city residents who view the meetings on our Local Government Access Channel 21

Please call me at 542-6004 or email me at salessi@cityofslt.us to confirm that you will be able to attend.

I look forward to seeing you at the meeting.

Sincerely,

Susan Alessi
City Clerk

Enclosure

Susan Alessi, CMC, City Clerk · (530) 542-6004
Administrative Center · 1052 Tata Lane · South Lake Tahoe, CA 96150-6324 · (530) 542-7411 FAX
salessi@ci.south lake-tahoe.ca.us

Pres. (a)

AGENDA DISTRIBUTION FORM

Please attach this distribution form to your agenda report and submit to the City Clerk's Office by Noon on Tuesday prior to the Meeting.

Meeting Date:	July 20, 2004
From:	Brad Vidro, Public Works Director/City Engineer

PLEASE CHECK APPROPRIATE BOXES BELOW:

City Council	x	**Proclamation:**		**Consent:**	x
STRA:		**Public Hearing:**		**New Business:**	
STHA:		**Presentations:**		**Unfinished Business:**	
STJPFA:		**Closed Session:**		**Other:**	

----- Agenda Item -----

Presentation of Highway 50 Improvement Project, PWC 1995-07

----- Distribution -----

Name	Address Please incude email address (if applicable)	Phone No.
Charles Emmett*	TRPA, Box 5310, Stateline, NV 89449	588-4547 X 288 cemmett@trpa.org
David Lassiter**	Caltrans, Box 911 Marysville, Ca 95901	916-274-6311
Murray Mullen**	Caltrans, Box 911 Marysville, Ca 95901	916-274-6009
Larry Marchio		

*Emailed 7/14/04
**Mailed 7/14/04

Ellen Boyle

From: Suzie Alessi
Sent: Friday, July 23, 2004 1:46 PM
To: Victoria Crump
Cc: Ellen Boyle
Subject: Publication of Ordinance 942

Hi Victoria:

Please publish the attached legal publication on Wednesday, July 28, 2004.

Thank you.

Susan Alessi, City Clerk
City of South Lake Tahoe
1052 Tata Lane
South Lake Tahoe, CA 96150
Office: (530) 542-6004
Fax: (530) 542-7411

Suzie Alessi

From: Suzie Alessi
Sent: Friday, July 23, 2004 3:35 PM
To: 'Bette Racki'
Subject: RE: Sales Tax Measure

Thank you for your reply.

-----Original Message-----
From: Bette Racki [mailto:BRacki@ci.davis.ca.us]
Sent: Friday, July 23, 2004 3:32 PM
To: Suzie Alessi
Subject: Re: Sales Tax Measure

Yes we had the full text published in the sample ballot.

>>> "Suzie Alessi" <salessi@ci.south-lake-tahoe.ca.us> 7/23/2004
2:26:39 PM >>>
Good Afternoon:

It has been brought to my attention that the City of Davis placed a sales tax measure on a ballot which was successful in passing. My question is was the entire full text of the ordinance printed in the sample ballot?

Thank you for your assistance.

Susan Alessi, City Clerk

City of South Lake Tahoe

1052 Tata Lane

South Lake Tahoe, CA 96150

Office: (530) 542-6004

Fax: (530) 542-7411

6

AGENDA DISTRIBUTION FORM

Please attach this distribution form to your agenda report and submit to the City Clerk's Office by Noon on Tuesday prior to the Meeting.

Meeting Date:	JULY 20, 2004
From:	NANCY JONES

PLEASE CHECK APPROPRIATE BOXES BELOW:

City Council:	XX	**Proclamation:**	**Consent:**	XX
STRA:		**Public Hearing:**	**New Business:**	
STHA:		**Presentations:**	**Unfinished Business:**	
STJPFA:		**Closed Session:**	**Other:**	

----- Agenda Item -----

1. Formal Bid No. 2004-02, Work Garment & Linen Services

----- Distribution -----

Name	Address	Phone No.
American Linen	P.O. Box 7497 Reno, Nevada 89510-7497	(775)323-4111
Aramark Uniforms	655 Spice Island Drive Sparks, NV 89431	(775)331-1318

CC: Jose Mercado, Motor Pool
Bill Klein, Police Dept.
Scott Rogers, Streets Division

Steve Weiss, Parks & Rec
Mike Dikun, Airport
Tom Walters, Facilities Maintenance
Mike Chandler, Fire Chief
Brad Vidro, Public Works Director
Don Muren, Police Chief

7

Ellen Boyle

From: Ellen Boyle
Sent: Friday, July 16, 2004 3:08 PM
To: 'jon@goldencapital.net'
Subject: 7/20/04 City Council meeting agenda

FYI

Please see consent item # 7.

Ellen Boyle, Assistant City Clerk
City of South Lake Tahoe
1052 Tata Lane
(530) 542-6003
(530) 542-7411 FAX

7

AGENDA DISTRIBUTION FORM

Please attach this distribution form to your agenda report and submit to the City Clerk's Office by Noon on WEDNESDAY prior to the Meeting.

Meeting Date:	July 20, 2004
From:	Andra Burnam

PLEASE CHECK APPROPRIATE BOXES BELOW:

City Council:	X	**Proclamation:**		**Consent:**	X
STRA:		**Public Hearing:**		**New Business:**	
STHA:		**Presentations:**		**Unfinished Business:**	
STJPFA:		**Closed Session:**		**Other:**	

----- Agenda Item -----

Authorize City Manager to execute Professional Services Agreement with Golden Capital Netowrk (GCN) to provde technical assistance to microenterprise entrepreneurs under grant agreement 03-EDBG-912

----- Distribution -----

Name	Address Please include e-mail address (if applicable)	Phone No.
Patrick Conway	Copy sent by Andra	
Jon Gregory	Copy sent via e-mail	jon@goldencapital.net

7

Ellen Boyle

From: Suzie Alessi
Sent: Friday, July 16, 2004 11:24 AM
To: Jeff Sweet
Cc: Ellen Boyle
Subject: RE: July 20, 2004 City Council Meeting Agenda

We can send a copy of the staff report to you via interoffice, or you can stop by and pick it up. Let me know.

-----Original Message-----
From: Jeff Sweet
Sent: Friday, July 16, 2004 11:01 AM
To: Suzie Alessi
Subject: RE: July 20, 2004 City Council Meeting Agenda

Hi Suzie,
This agreement sounds interesting. Do you have any more information on what it involves?

CC	**7.**	**Professional Services Agreement with Golden Capital Network (GCN) to Provide Technical Assistance to Microenterprise Entrepreneurs Under Grant Agreement No. 03-EDBG-912**	**Approve and Authorize City Manager to Execute Professional Services Agreement**

Jeff Sweet
Network Systems Administrator
City of South Lake Tahoe
(530) 542-6067 Office
(530) 542-6070 Fax
(530) 318-2579 Cell
jsweet@cityofslt.us

1700 D Street
South Lake Tahoe, CA. 96150

-----Original Message-----
From: Suzie Alessi
Sent: Friday, July 16, 2004 10:54 AM
To: +EVERYONE
Subject: July 20, 2004 City Council Meeting Agenda

FYI

Susan Alessi, City Clerk
City of South Lake Tahoe
1052 Tata Lane
South Lake Tahoe, CA 96150
Office: (530) 542-6004
Fax: (530) 542-7411

8

AGENDA DISTRIBUTION FORM

Please attach this distribution form to your agenda report and submit to the City Clerk's Office by Noon on Tuesday prior to the Meeting.

Meeting Date:	July 20, 2004
From:	Jason Dukes, Assistant Engineer

PLEASE CHECK APPROPRIATE BOXES BELOW:

City Council	x	**Proclamation:**	**Consent:**	x
STRA:		**Public Hearing:**	**New Business:**	
STHA:		**Presentations:**	**Unfinished Business:**	
STJPFA:		**Closed Session:**	**Other:**	

----- Agenda Item -----

Award Bid, Lyons Ave / Rufus Allen Blvd SR2S Project, PWC 2002-20, Formal Bid No. 2004-006, Contract Price $428,133

----- Distribution -----

Name	Address Please incude email address (if applicable)	Phone No.
Steve Peck*	Engineering	X 6038
Steve Morales**	Lake Tahoe Unified School District	
C.B. Ebright		

*Emailed 7/14/04

** Mailed 7/14/04

9

AGENDA DISTRIBUTION FORM

Please attach this distribution form to your agenda report and submit to the City Clerk's Office by Noon on Tuesday prior to the Meeting.

Meeting Date:	July 20, 2004
From:	Jason Dukes, Assistant Engineer

PLEASE CHECK APPROPRIATE BOXES BELOW:

City Council	x	**Proclamation:**	**Consent:**	x
STRA:		**Public Hearing:**	**New Business:**	
STHA:		**Presentations:**	**Unfinished Business:**	
STJPFA:		**Closed Session:**	**Other:**	

----- Agenda Item -----

Approve Agreement and Authorize Mayor to Execute the Reimbursement Agreement between City of South Lake Tahoe & Lake Tahoe Unified School District ($41,600)

----- Distribution -----

Name	Address Please incude email address (if applicable)	Phone No.
Steve Peck*	Engineering	X 6038
Steve Morales**	Lake Tahoe Unified School District, 1021 Al Tahoe Boulevard South Lake Tahoe, CA 96150	(530) 543-2219

*Emailed 7/14/04
** Mailed 7/14/04

10

Ellen Boyle

From: Ellen Boyle
Sent: Friday, July 16, 2004 3:01 PM
To: 'bwolfe@tahoecons.ca.gov'; 'bmcrae@lumosengineering.com'
Subject: 7/20/04 City Council Meeting agenda

FYI

Please see consent item # 10.

Ellen Boyle, Assistant City Clerk
City of South Lake Tahoe
1052 Tata Lane
(530) 542-6003
(530) 542-7411 FAX

10

AGENDA DISTRIBUTION FORM

Please attach this distribution form to your agenda report and submit to the City Clerk's Office by Noon on Tuesday prior to the Meeting.

Meeting Date:	July 20, 2004
From:	Jason Dukes, Assistant Engineer

PLEASE CHECK APPROPRIATE BOXES BELOW:

City Council	x	**Proclamation:**	**Consent:**	x
STRA:		**Public Hearing:**	**New Business:**	
STHA:		**Presentations:**	**Unfinished Business:**	
STJPFA:		**Closed Session:**	**Other:**	

----- Agenda Item -----

East Pioneer Trail ECP Watershed Hydrology Study, PWC 2002-10; Amendment to Professional Services Agreement Between the City of South Lake Tahoe and Lumos and Associates, Inc. ($150,262)

----- Distribution -----

Name	Address Please incude email address (if applicable)	Phone No.
Steve Peck*	Engineering	X 6038
Brent Wolfe*	CTC 2161 Lake Tahoe Blvd, Suite 2 South Lake Tahoe, CA 96150	530-542-5560 X 325 bwolfe@tahoecons.ca.gov
Brian McRae *	Lumos & Associates 800 East College Parkway Carson City, NV 89706	bmcrae@lumosengineering.com

*Emailed 7/14/04

Ellen Boyle

From: Ellen Boyle
Sent: Friday, July 16, 2004 3:02 PM
To: 'rkingman@tahoecons.ca.gov'
Subject: 7/20/04 City Council meeting agenda

FYI

Please see consent item # 11.

Ellen Boyle, Assistant City Clerk
City of South Lake Tahoe
1052 Tata Lane
(530) 542-6003
(530) 542-7411 FAX

11

AGENDA DISTRIBUTION FORM

Please attach this distribution form to your agenda report and submit to the City Clerk's Office by Noon on Tuesday prior to the Meeting.

Meeting Date:	July 20, 2004
From:	Jason Dukes, Assistant Engineer

PLEASE CHECK APPROPRIATE BOXES BELOW:

City Council	x	**Proclamation:**	**Consent:**	x
STRA:		**Public Hearing:**	**New Business:**	
STHA:		**Presentations:**	**Unfinished Business:**	
STJPFA:		**Closed Session:**	**Other:**	

----- Agenda Item -----

Resolution Approving and Authorizing the Mayor to Execute Grant Augmentation between the City of South Lake Tahoe and the State of California, California Tahoe Conservancy, for the El Dorado Beach to Ski Run Bike Trail and Lake Access Enhancement Project, PWC 2004-04, ($420,000 for Planning)

----- Distribution -----

Name	Address Please incude email address (if applicable)	Phone No.
Steve Peck*	Engineering	X 6038
Bob Kingman*	CTC 2161 Lake Tahoe Blvd, Suite 2 South Lake Tahoe, CA 96150	530-542-5560x129 rkingman@tahoecons.ca.gov

*Emailed 7/14/04

12

STAFF REPORT DISTRIBUTION FORM

Please attach this distribution form to your staff report and submit to the City Clerk's Office by Noon on WEDNESDAY prior to the Meeting.

Meeting Date:	July 20, 2004
From:	Cathy Kope

PLEASE CHECK APPROPRIATE BOXES BELOW:

City Council:	X	**Proclamation:**		**Consent:**	
STRA:	X	**Public Hearing:**		**New Business:**	
STHA:		**Presentations:**		**Unfinished Business:**	
STJPFA:		**Closed Session:**		**Other:**	

----- Agenda Item -----

Loans in the Amount of $3,400,000 from the State of California HOME Program and $100,000 of Low and Moderate Income Housing Funds for Construction of the Evergreen Tahoe Apartments.

----- Distribution -----

Name	Address Please include e-mail address (if applicable)	Phone No.
Bucky Fong	**Distribution by HED staff**	
David Michael	**Distribution by HED staff**	

PH(a)

Ellen Boyle

From: Ellen Boyle
Sent: Friday, July 16, 2004 3:03 PM
To: 'feldmanshd@aol.com'
Subject: 7/20/04 City Council meeting agenda

FYI

Please see Public Hearing (a).

Ellen Boyle, Assistant City Clerk
City of South Lake Tahoe
1052 Tata Lane
(530) 542-6003
(530) 542-7411 FAX

PH(a)

AGENDA DISTRIBUTION FORM

Please attach this distribution form to your agenda report and submit to the City Clerk's Office by Noon on Tuesday prior to the Meeting.

Meeting Date:	July 20, 2004
From:	Brad Vidro, Public Works Director/City Engineer

PLEASE CHECK APPROPRIATE BOXES BELOW:

City Council	x	**Proclamation:**	**Consent:**	x
STRA:		**Public Hearing:**	**New Business:**	
STHA:		**Presentations:**	**Unfinished Business:**	
STJPFA:		**Closed Session:**	**Other:**	

----- Agenda Item -----

Resolution Conditionally Vacating a Portion of Bijou Wagon Road as Public Right-of-Way

----- Distribution -----

Name	Address Please incude email address (if applicable)	Phone No.
Marjorie Springmeyer**	575 Mottsville Lane	Gardnerville, NV 89410
Lew Feldman*	Feldman, Shaw & DeVore P.O. Box 1249 Zephyr Cove, NV 89448	feldmanshd@aol.com

*Emailed 7/15/04
**Mailed 7/15/04

Suzie Alessi

From: Suzie Alessi
Sent: Tuesday, June 08, 2004 11:30 AM
To: 'Victoria Crump'
Cc: Ellen Boyle
Subject: Notice of PH-Bijou Wagon Road

Hi Victoria:

Please publish the attached notice on Wednesday, June 23, 2004.
Thank you.

Susan Alessi, City Clerk
City of South Lake Tahoe
1052 Tata Lane
South Lake Tahoe, CA 96150
Office: (530) 542-6004
Fax: (530) 542-7411

Suzie Alessi

From: Victoria Crump [legals@t-can.org]
Sent: Tuesday, June 08, 2004 1:59 PM
To: Suzie Alessi
Subject: Re: Notice of PH-Bijou Wagon Road

your ad is scheduled as requested and the cost is $54.76

Victoria (Vicki) Crump
Legal Clerk
Phone 775/881-1201
Fax 775/887-2408
877-999-9701 ex.201
legals@t-can.org

UB(b)

Ellen Boyle

From: Ellen Boyle

Sent: Friday, July 16, 2004 3:25 PM

To: 'PMBHSP@AOL.COM'; 'dvenancio@standardparking.com'; 'mbryant@standardparking.com'; 'feldmanshd@aol.com'; 'gbcasteel@aol.com'; 'bcarrig@vailresorts.com'; 'michele.strieck@vacationclub.com'; 'Gerry.DeYoung@vacationclub.com'; 'camjovi@aol.com'; 'rfoster@wilbursmith.com'; 'bkepp@standardparking.com'

FYI

Ellen Boyle, Assistant City Clerk
City of South Lake Tahoe
1052 Tata Lane
(530) 542-6003
(530) 542-7411 FAX

UB(b)

AGENDA DISTRIBUTION FORM

Please attach this distribution form to your agenda report and submit to the City Clerk's Office by Noon on WEDNESDAY prior to the Meeting.

Meeting Date:	July 20, 2004
From:	Eugene M. Palazzo, Redevelopment Manager

PLEASE CHECK APPROPRIATE BOXES BELOW:

City Council:		**Proclamation:**		**Consent:**	
STRA:		**Public Hearing:**		**New Business:**	
STHA:		**Presentations:**		**Unfinished Business:**	
STJPFA:		**Closed Session:**		**Other: STJPPA**	x

----- Agenda Item -----

Report on operation and financial status of the Public Parking Garage and Parking Enforcement for June 2004.

----- Distribution -----

Name	Address Please include e-mail address (if applicable)	Phone No.
Patrick Brennan	PMBHSP@aol.com	High Sierra Patrol
David Venancio	dvenancio@standardparking.com	Standard Parking
Matt Bryant	mbryant@standardparking.com	Standard Parking
Lew Feldman	lsf@feldmanshaw.com	PADMA
Gary Casteel	gbcasteel@aol.com	PADMA
Blaise Carrig	bcarrig@vailresorts.com	PADMA
Michele Strieck	michele.strieck@vacationclub.com	PADMA
Gerry DeYoung	Gerry.DeYoung@vacationclub.com	PADMA

John Jovicich	camjovi@aol.com	**Cecil's**
Ron Foster	rfoster@wilbursmith.com	**WSA**
Bill Kepp	bkepp@standardparking.com	**Standard Parking**

NB(a)

AGENDA DISTRIBUTION FORM

Please attach this distribution form to your agenda report and submit to the City Clerk's Office by Noon on Tuesday prior to the Meeting.

Meeting Date:	July 20, 2004
From:	Brad Vidro, Public Works Director/City Engineer

PLEASE CHECK APPROPRIATE BOXES BELOW:

City Council	x	**Proclamation:**	**Consent:**	
STRA:		**Public Hearing:**	**New Business:**	X
STHA:		**Presentations:**	**Unfinished Business:**	
STJPFA:		**Closed Session:**	**Other:**	

----- Agenda Item -----

City of South Lake Tahoe Capital Improvement Program

----- Distribution -----

Name	Address Please incude email address (if applicable)	Phone No.
Steve Weiss*	Parks and Recreation/Parks	X 6059
Debbie McIntyre*	Accounting	X 7402

*Emailed 7/14/04

Ellen Boyle

From: Ellen Boyle
Sent: Friday, July 16, 2004 3:33 PM
To: 'duane_wallace@hotmail.com'; 'chaplin-carol@aramark.com'
Subject: 7/20/04 City Council meeting agenda

FYI

Please see New Business Item (b).

There is no written material at this time.

Ellen Boyle, Assistant City Clerk
City of South Lake Tahoe
1052 Tata Lane
(530) 542-6003
(530) 542-7411 FAX