

Board of Adjustment Staff Report

Meeting Date: June 2, 2022 Agenda Item: 8E

ADMINISTRATIVE CASE NUMBER: WADMIN22-0012 (League to Save Lake

Tahoe Fashion Show and Luncheon)

BRIEF SUMMARY OF REQUEST:

An administrative permit and approval of

an outdoor community event business

license application

STAFF PLANNER: Courtney Weiche, Senior Planner

Phone Number: 775.328.3608 E-mail: cweiche@washoecountv.gov

CASE DESCRIPTION

For hearing, discussion and possible action to approve an administrative permit for an outdoor community event business license application and associated license conditions for League to Save Lake Tahoe for their Annual Fashion Show and Luncheon, scheduled to be held on August 6, 2022 from 11am until 2pm. The event is proposed to consist of an invitation-only fashion show and luncheon within a temporary tent structure located on the beach adjacent to Lake Tahoe. The event organizer estimates a maximum of 550 people, which includes 150 support persons.

Applicant: League to Save Lake Tahoe

Property Owners: KWS Nevada Residential LLC and

Lakeshore Trust

Location: 1047 and 1055 Lakeshore Boulevard,

Incline Village, NV, directly south of its

intersection with Selby Drive

APNs: 130-230-14, -16 & -17

Parcel Size: ±6.18 acres, ±3.58 acres and ±1 acre

Master Plan: Rural Residential (RR) and Suburban

Residential (SR)

Regulatory Zone: High Density Rural (HDR) and High

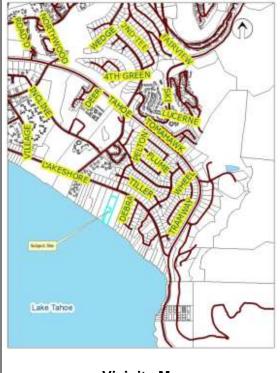
Density Suburban (HDS)

Area Plan: Tahoe

Development Code: Authorized in Article 808,

Administrative Permits

Commission District: 1 – Commissioner Hill



Vicinity Map

STAFF RECOMMENDATION

APPROVE

APPROVE WITH CONDITIONS

DENY

POSSIBLE MOTION

I move that, after giving reasoned consideration to the information contained in the staff report and information received during the public hearing, the Board of Adjustment approve Administrative Permit Case Number WADMIN22-0012 for League to Save Lake Tahoe, and an outdoor community event business license application and associated license conditions, for the League to Save Lake Tahoe Annual Fashion Show and Luncheon, having made all five findings in accordance with Washoe County Development Code Section 110.808.25.

(Motion with Findings on Page 8)

1001 E. Ninth St., Reno, NV 89512-2845 Telephone: 775.328.6100 - Fax: 775.328.6133

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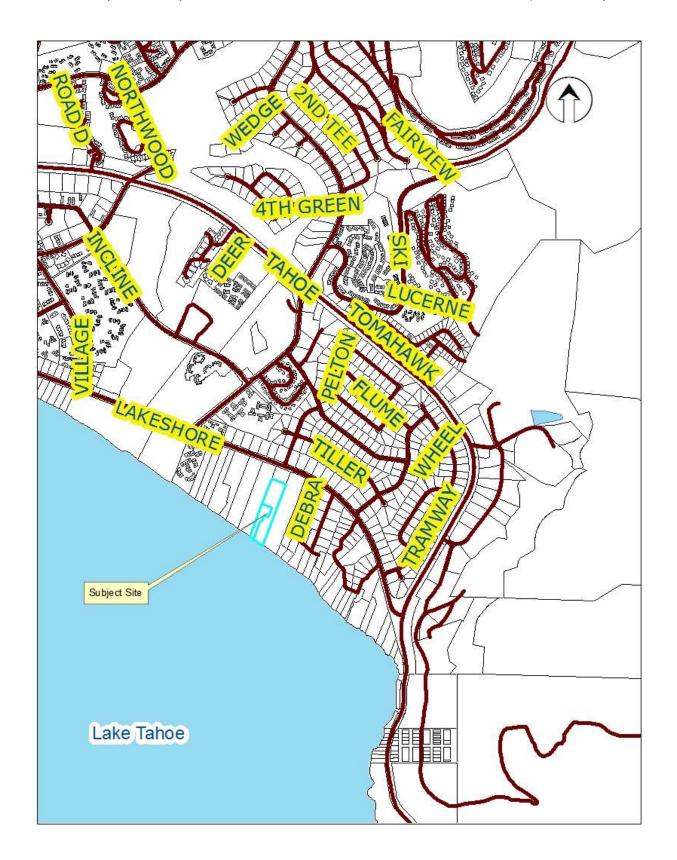
Administrative Permit Definition

The purpose of an administrative permit is to provide a method of review for a proposed use which possess characteristics that requires a thorough appraisal in order to determine if the use has the potential to adversely affect other land uses, transportation or facilities in the vicinity. The Board of Adjustment or the Hearing Examiner may require conditions of approval necessary to eliminate, mitigate, or minimize to an acceptable level any potentially adverse effects of a use, or to specify the terms under which commencement and operation of the use must comply. Prior to approving an application for an administrative permit, the Board of Adjustment must find that all of the required findings, if applicable, are true.

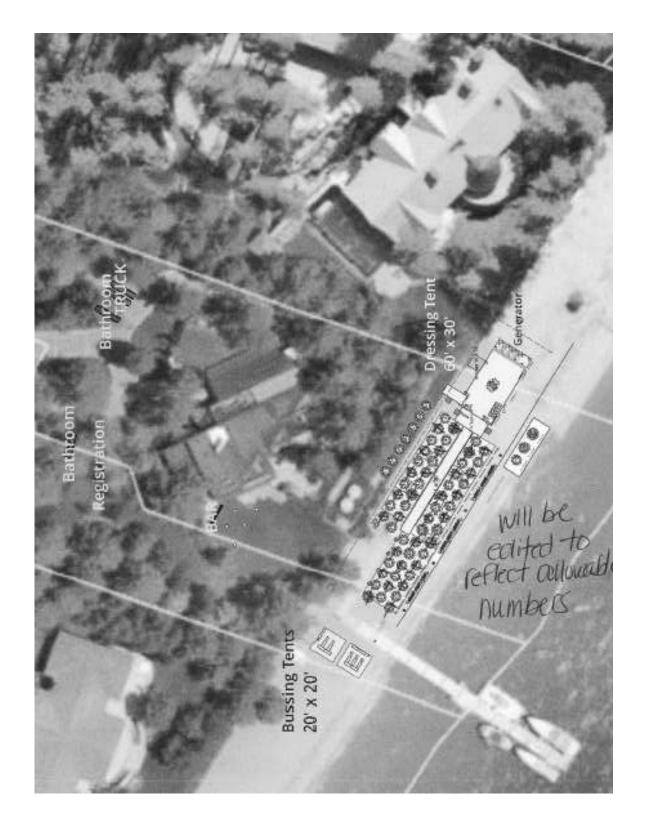
The conditions of approval for Administrative Permit Case Number WADMIN22-0012 are attached to this staff report and will be included with the action order, if approved by the Board of Adjustment.

The subject property is designated as High Density Rural and High Density Suburban. Outdoor community events are permissible as a temporary use in all regulatory zones within unincorporated Washoe County (WCC Section 25.269) subject to approval of a business license and an administrative permit for events with between 300 and 999 persons on any one day of the event (WCC Section 25.272.2). The applicant is seeking approval of an administrative permit and a business license application.

An "outdoor community event" means an assembly of more than 100 and less than 1000 persons on any one day of the event gathered together for any purpose, at any location, other than a permanent building or permanent installation that has been constructed for and will accommodate the number of persons gathered therein.



Vicinity Map



Site Plan

Project Evaluation

The applicant "League to Save Lake Tahoe" is seeking approval of an administrative permit in order to allow the Director of the Planning and Building Division to issue a business license for a one-day temporary event. The event is proposed to consist of a luncheon and fashion show. The event has been held annually in various locations throughout the Tahoe Basin since 1969.

The applicant is seeking approval to hold the event on the beach adjacent to Lake Tahoe on private property located at 1047 and 1055 Lakeshore Boulevard, in Incline Village. The temporary improvements consist of several large tents used for the event and event support.

Chapter 25 of the Washoe County Code provides a number of requirements for issuance of a business license for a temporary event. General conditions of approval are permitted to protect the public health, safety and welfare. Security shall be required for the proposed event. Because food is being served, several health codes are required to be met, including arrangements for sanitation, removal of refuse and emergency medical services. Adequate parking and access as well as fire protection must be accounted for. The applicant must also indemnify the County against any and all losses or injuries. The applicant may be required to provide a financial assurance to ensure completion of all required conditions of approval.

The applicant has provided copies of contracts to provide: security services, fire and emergency medical services, sanitary facilities and trash removal. The applicant has also provided a copy of liability insurance.

The applicant has made arrangements for all participants to park at Sierra Nevada College and be taken to the event site by shuttle.

There will be amplified sound associated with the event. The event will take place for several hours in the middle of the day. Set-up and tear down will take place in the three days preceding and three days following the event. Conditions of approval have been included to limit set-up and tear-down from 8 a.m. to 7 p.m. only.

Overall the impacts associated with the event are of limited scale and duration. Health, safety and welfare of the public and participants have been appropriately addressed by the proposed conditions. For these reasons, staff is recommending approval of the proposed administrative permit.

Reviewing Agencies

The following agencies/individuals received a copy of the project application for review and evaluation.

Agencies	Sent to Review	Responded	Provided Conditions	Contact
NDOT (Transportation)	X		Conditions	
NV Highway Patrol	X			
Washoe County Building &				
Safety	X			
Washoe County District				
Attorney, Civil Division	X			
Washoe County Engineering & Capital Projects	Х	х		
Washoe County Operations	X	l x		
Division Director				
Washoe County Planning &	X			
Building Director				
Washoe County Risk	X			
Management				
Washoe County Traffic	Х			
Washoe County Water	X	X		
Rights Manager				
WCSO Law Enforcement	X	V		
WCHD EMS WCHD Environmental	Х	X		Jim English, jenglish@washoecounty.gov;
Health	X	Х	Х	Jim English, Jenghsh@washoecounty.gov,
Regional Transportation Commission (All Apps)	Х			
Washoe-Storey Conservation District (All Apps)	Х	х		
IVGID	X	Х	Х	Tim Buxton, tim_buxton@ivgid.org
IVGID - Parks	X			
Nevada Tahoe Conservation District	x			
North Lake Tahoe FPD	Х	Х	Х	Jennifer Donohue, jdonohue@nltfpd.net;
Tahoe Regional Planning				
Agency	Х			
Tahoe Transporation District	Х			
US Forest Service (LTBMU) 'Lake Tahoe Basin Management Unit'	Х			

All conditions required by the contacted agencies can be found in Exhibit A, Conditions of Approval.

Staff Comment on Required Findings

WCC Section 110.808.25 requires that all of the following findings be made to the satisfaction of the Washoe County Board of Adjustment before granting approval of the administrative permit request. Staff has completed an analysis of the application and has determined that the proposal is in compliance with the required findings as follows.

- (a) Consistency. That the proposed use is consistent with the action programs, policies, standards and maps of the Master Plan and the Tahoe Area Plan.
 - Staff Comment: There are no policies or action programs that prohibit the approval of a temporary event of this nature, in the Tahoe Area Plan.
- (b) <u>Improvements.</u> That adequate utilities, roadway improvements, sanitation, water supply, drainage, and other necessary facilities have been provided, the proposed improvements are properly related to existing and proposed roadways, and an adequate public facilities determination has been made in accordance with Division Seven.
 - Staff Comment: The applicant has addressed the applicable requirements for providing temporary power, sanitation, water and parking for the temporary, one-day, event.
- (c) Site Suitability. That the site is physically suitable for invitation-only fashion show and luncheon within a temporary tent structure located on the beach adjacent to Lake Tahoe and for the intensity of such a development.
 - Staff Comment: The event has been held at this location on previous occasions, and temporary improvements have been planned to make the site suitable for the temporary, one-day, event.
- (d) <u>Issuance Not Detrimental</u>. That issuance of the permit will not be significantly detrimental to the public health, safety or welfare; injurious to the property or improvements of adjacent properties; or detrimental to the character of the surrounding area.
 - Staff Comment: Impacts associated with the event are of limited impact and duration as this is a temporary, one-day, event. Therefore, there will be no significant impact to the public health, safety or welfare; the event is unlikely to be injurious to the property or improvements of adjacent properties; or detrimental to the character of the surrounding area.
- (e) Effect on a Military Installation. Issuance of the permit will not have a detrimental effect on the location, purpose or mission of the military installation.
 - Staff Comment: There is no military installation in the area that is required to be noticed for this Administrative Permit, therefore this finding does not need to be made.

Recommendation

Those agencies which reviewed the application recommended conditions in support of approval of the project. Therefore, after a thorough analysis and review, Administrative Permit Case Number WADMIN22-0012 is being recommended for approval, with conditions. Staff offers the following motion for the Board's consideration.

Motion

I move that, after giving reasoned consideration to the information contained in the staff report and information received during the public hearing, the Board of Adjustment approve Administrative Permit Case Number WADMIN22-0012 for League to Save Lake Tahoe, with the conditions included as Exhibit A to this matter, having made all five findings in accordance with Washoe County Development Code Section 110.808.25.

- (a) Consistency. That the proposed use is consistent with the action programs, policies, standards and maps of the Master Plan and the Tahoe Area Plan;
- (b) Improvements. That adequate utilities, roadway improvements, sanitation, water supply, drainage, and other necessary facilities have been provided, the proposed improvements

- are properly related to existing and proposed roadways, and an adequate public facilities determination has been made in accordance with Division Seven:
- (c) <u>Site Suitability.</u> That the site is physically suitable for invitation-only fashion show and luncheon within a temporary tent structure located on the beach adjacent to Lake Tahoe and for the intensity of such a development; and;
- (d) <u>Issuance Not Detrimental.</u> That issuance of the permit will not be significantly detrimental to the public health, safety or welfare; injurious to the property or improvements of adjacent properties; or detrimental to the character of the surrounding area.

Appeal Process

Board of Adjustment action will be effective 10 calendar days after the written decision is filed with the Secretary to the Board of Adjustment and mailed to the original applicant, unless the action is appealed to the Washoe County Board of County Commissioners, in which case the outcome of the appeal shall be determined by the Washoe County Board of County Commissioners. Any appeal must be filed in writing with the Planning and Building Division within 10 calendar days from the date the written decision is filed with the Secretary to the Board of Adjustment and mailed to the original applicant.

Applicant: League to Save Lake Tahoe

Kristin@keeptahoeblue.org Meghan@keeptahoeblue.org

Property Owners: KWS Nevada Residential LLC

Attn: Kern Shumacher 1047 Lakeshore Boulevard Incline Village, NV 89450

Lakeshore Trust Attn: Richard Sandler 1055 Lakeshore Boulevard Incline Village, NV 89450



Conditions of Approval

Administrative Permit Case Number WADMIN22-0012

The project approved under Administrative Permit Case Number WADMIN22-0012 shall be carried out in accordance with the conditions of approval granted by the Board of Adjustment on June 2, 2022. Conditions of approval are requirements placed on a permit or development by each reviewing agency. These conditions of approval may require submittal of documents, applications, fees, inspections, amendments to plans, and more. These conditions do not relieve the applicant of the obligation to obtain any other approvals and licenses from relevant authorities required under any other act or to abide by all other generally applicable codes, and neither these conditions nor the approval by the County of this project/use override or negate any other applicable restrictions on uses or development on the property.

<u>Unless otherwise specified</u>, all conditions related to the approval of this administrative permit shall be met or financial assurance must be provided to satisfy the conditions of approval prior to issuance of a grading or building permit. The agency responsible for determining compliance with a specific condition shall determine whether the condition must be fully completed or whether the applicant shall be offered the option of providing financial assurance. All agreements, easements, or other documentation required by these conditions shall have a copy filed with the County Engineer and the Planning and Building Division.

Compliance with the conditions of approval related to this administrative permit is the responsibility of the applicant, his/her successor in interest, and all owners, assignees, and occupants of the property and their successors in interest. Failure to comply with any of the conditions imposed in the approval of the administrative permit may result in the initiation of revocation procedures.

Operational conditions are subject to review by the Planning and Building Division prior to the renewal of a business license each year. Failure to adhere to the operational conditions may result in the Planning and Building Division recommending that the business license not be renewed until conditions are complied with to the satisfaction of Washoe County.

Washoe County reserves the right to review and revise the conditions of approval related to this Administrative Permit should it be determined that a subsequent license or permit issued by Washoe County violates the intent of this approval.

For the purpose of conditions imposed by Washoe County, "may" is permissive and "shall" or "must" is mandatory.

Conditions of approval are usually complied with at different stages of the proposed project. Those stages are typically:

- Prior to permit issuance (i.e., grading permits, building permits, etc.).
- Prior to obtaining a final inspection and/or a certificate of occupancy.
- Prior to the issuance of a business license or other permits/licenses.
- Some "conditions of approval" are referred to as "operational conditions." These conditions must be continually complied with for the life of the project or business.

The Washoe County Commission oversees many of the reviewing agencies/departments with the exception of the following agencies:

 The DISTRICT BOARD OF HEALTH, through the Washoe County Health District, has jurisdiction over all public health matters in the Health District. Any conditions set by the Health District must be appealed to the District Board of Health.

- The RENO-TAHOE AIRPORT AUTHORITY is directed and governed by its own Board. Therefore, any conditions set by the Reno-Tahoe Airport Authority must be appealed to their Board of Trustees.
- The REGIONAL TRANSPORTATION COMMISSION (RTC) is directed and governed by its own Board. Conditions recommended by the RTC may be required, at the discretion of Washoe County.

FOLLOWING ARE CONDITIONS OF APPROVAL REQUIRED BY THE REVIEWING AGENCIES. EACH CONDITION MUST BE MET TO THE SATISFACTION OF THE ISSUING AGENCY.

Washoe County Planning and Building Division

1. The following conditions are requirements of the Planning and Building Division, which shall be responsible for determining compliance with these conditions.

Contact Name – Courtney Weiche, Senior Planner, 775.328.3608, cweiche@washoecounty.gov

- a. The applicant shall attach a copy of the action order approving this project to all permits and applications (including building permits) applied for as part of this administrative permit.
- b. The applicant shall demonstrate substantial conformance to the plans approved as part of this administrative permit. Planning and Building shall determine compliance with this condition.
- c. The applicant shall submit complete construction plans and building permits shall be issued for the tent structures prior to July 29, 2022. The applicant shall complete construction within the time specified by the building permits. The applicant shall remove all tent structures and related items no later than August 10, 2022. Compliance with this condition shall be determined by Planning and Building.
- d. A note shall be placed on all construction drawings and grading plans stating:

NOTE

Should any cairn or grave of a Native American be discovered during site development, work shall temporarily be halted at the specific site and the Sheriff's Office as well as the State Historic Preservation Office of the Department of Conservation and Natural Resources shall be immediately notified per NRS 383.170.

- e. This administrative permit shall be in effect From July 29, 2022 through August 10, 2022.
- f. Failure to comply with any of the conditions of approval shall render this approval null and void.
- g. The bussing tents shall be located at least 5 feet east of the westernmost property line of APN 130-230-17.
- h. Set-up and tear-down shall take place only between the hours of 8 a.m. and 7 p.m. daily.
- i. The applicant shall obtain a business license prior to July 29, 2022.

- j. The applicant shall work with IVGID to ensure that no damage is done to the pipeline on the beach.
- k. Prior to the approval of a business license, the applicant shall supply the Washoe County Planning and Building Division with documentation that shows compliance with all applicable requirements of Washoe County Code Chapter 25, including:
 - a. Access, Traffic and Parking (Community Services, Engineering & Capital Projects)

Incline Village Improvement District

2. The following condition is a requirement of Utilities, which shall be responsible for determining compliance with this condition.

Contact Name - Tim Buxton, IVGID Chief Inspector, 775.832.1246, Tim Buxton tim-buxton@ivgid.org

a. Due to an IVGID sewer transmission main line located within the area of this event, the event organize must contact the IVGID Supervisor at 775.832.1271 or 775.832.1289 to set up a field meeting to discuss all tent locations to all USA line locations efforts.

Washoe County Health District

3. The following condition is a requirement of the Health District, which shall be responsible for determining compliance with this condition. The District Board of Health has jurisdiction over all public health matters in the Health District. Any conditions set by the Health District must be appealed to the District Board of Health.

Contact Name – James English, Environmental Health Specialist Supervisor, 775.328.2610, jenglish@washoecounty.gov

- a. WCHD has reviewed the referenced application and note the event is the annual League to Save Lake Tahoe Fashion Show and Luncheon which will be a closed event and on private property.
- b. WCHD notes there will be no permits required based on the application submittal. If WCHD learns the event is open to the public, it will be subject to meeting all the requirements of the Washoe County District Board of Health Regulations Governing Food Establishments.
- c. WCHD recommends ensuring the event has adequate garbage service and access to bathrooms with hand sinks.

Truckee Meadows Fire Protection District

4. The following condition is a requirement of the Truckee Meadows Fire Protection District, which shall be responsible for determining compliance with this condition.

Contact Name – Jennifer Donohue, Fire Marshall, 775.434.4555, idonohue@nltfpd.net

- a. A separate permit is required for special event/temporary membrane structure (this shall include any cooking and open flame information). Application shall be submitted thirty (30) days in advance and may be submitted electronically to plans@nltfpd.net.
- b. Where required or when requested, a current ambulance standby request form shall be submitted sixty (60) days in advance to ensure staffing.
- c. When/where applicable, a separate building permit is required for platforms, stages, and runways.

*** End of Conditions ***

Weiche, Courtney

From: Jennifer Donohue <JDonohue@nltfpd.net>

Sent: Tuesday, April 19, 2022 12:35 PM

To: Weiche, Courtney

Cc: Kristin@keeptahoeblue.org; meghan@keeptahoeblue.org; Jeffrey Smith

Subject: NLTFPD Review of WADMIN22-0012

[NOTICE: This message originated outside of Washoe County -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Greetings,

The following are NLTFPD's comments for WADMIN22-0012:

- 1.) A separate permit is required for special event/temporary membrane structure (this shall include any cooking and open flame information). Application shall be submitted thirty (30) days in advance and may be submitted electronically to plans@nltfpd.net.
- 2.) Where required or when requested, a current ambulance standby request form shall be submitted sixty (60) days in advance to ensure staffing.
- 3.) When/where applicable, a separate building permit is required for platforms, stages, and runways.

Regards,



Jennifer Donohue Fire Marshal

Office: 775.831.0351 x8127 | Cell: 775.434.4555

Email: jdonohue@nltfpd.net

866 Oriole Way | Incline Village | NV 89451









Washoe-Storey Conservation District

Bret Tyler Chairmen Jim Shaffer Treasurer Cathy Canfield Storey app Jean Herman Washoe app

1365 Corpotate Blvd. RenoNV 89502 775 857-8500 ext. 131 nevadaconservation.com

April 25, 2022

Washoe County Community Services Department

C/O Courtney Weiche, Senior Planner

1001 E Ninth Street, Bldg. A

Reno, NV 89512

R: WADMIN22-0012 League to Save Lake Tahoe Fashion Show & Luncheon

Dear Courtney,

In reviewing the administrative permit to approve an outdoor community event business license application, the Conservation District has no comments.

Thank you for the opportunity to review the project that may have impacts on our natural resources and any questions call us t (775) 750-8272.

Sincerely,

Jim Shaffer

Weiche, Courtney

From: Program, EMS

Sent: Thursday, April 21, 2022 7:57 AM

To: Weiche, Courtney

Cc:Program, EMS; Jennifer DonohueSubject:FW: April Agency Review Memo IIAttachments:April Agency Review Memo II.pdf

Good morning,

In reviewing the application for the Administrative Permit Case Number WADMIN22-0012 (League to Save Lake Tahoe Fashion Show and Luncheon), the event does not meet the requirements to have EMS coverage at the event.

Please be aware that the teardown for this will overlap the setup of Classical Tahoe in the same area on August 6th, 2022.

NLTFPD Fire Marshal Jennifer Donohue has been CC'd for visibility.

Thank you,

Sabrina.

Sabrina Brasuell

EMS Coordinator | Epidemiology and Public Health Preparedness Washoe County Health District

sbrasuell@washoecounty.gov | Cell: (775) 830-7118 | Office: (775) 326-6043

1001 E. Ninth St., Bldg. B. Reno, NV 89512

From: Albarran, Adriana <AAlbarran@washoecounty.gov>

Sent: Friday, April 15, 2022 3:42 PM

To: Rosa, Genine <GRosa@washoecounty.gov>; Restori, Joshua <JRestori@washoecounty.gov>; Program, EMS

<EMSProgram@washoecounty.gov>; Rubio, Wesley S <WRubio@washoecounty.gov>; English, James

<JEnglish@washoecounty.gov>; Kelly, David A <DAKelly@washoecounty.gov>

Cc: EHS Plan Review < EHSPlanReview@washoecounty.gov>

Subject: April Agency Review Memo II

Good afternoon,

Please find the attached **Agency Review Memo II** with cases received in April by the Washoe County Community Services Department, Planning and Building Division.

You've been asked to review the following applications:

Date	4-15-22
Attention	Courtney Weiche
Re	WADMIN22-0012
APN	130-230-16-17-18
Service Address	1047 and 1055 Lakeshore
Owner	KWS Nevada Residential LLC and lakeshore Trust

Administrative Permit Case Number WADMIN22-0012 (League to Save Lake Tahoe Fashion Show and Luncheon) - For hearing, discussion, and possible action to approve an administrative permit for an outdoor community event business license application and associated license conditions. Submitted by the League to Save Lake Tahoe for the League to Save Lake Tahoe Annual Fashion Show and Luncheon, scheduled to be held on August 6, 2022 from 11a.m. until 2 p.m. The event is proposed to consist of an invitation-only fashion show and luncheon within a temporary tent structure located on the beach adjacent to Lake Tahoe. The event organizer estimates a maximum of 550 people, which includes 150 support persons, to take part in the event.

Applicant: League to Save Lake Tahoe

Property Owner: KWS Nevada Residential, LLC and Lakeshore Trust
 Location: 1047 and 1055 Lakeshore Boulevard, Incline Village, NV,

directly south of its intersection with Selby Drive

• APN: 130-230-16, -17 & -18

Parcel Size: ±6.18 acres, ±3.58 acres and ±1 acre

Master Plan: Tahoe – Mill Creek
 Regulatory Zone: Tahoe – Mill Creek

Area Plan: Tahoe

Development Code: Authorized in Article 808, Administrative Permits

Commission District: 1 – Commissioner Hill

Staff: Courtney Weiche, Senior Planner

Washoe County Community Services Department

Planning and Building Division

• Phone: 775-328-3608

E-mail: cweiche@washoecounty.gov

IVGID Comments: Due to an IVGID sewer transmission main line located within the area of this event. The event organizer must contact the Incline Village General Improvement District Division Supervisor at 775-832-1271 or 775-832-1289 to set up a field meeting to discuss all tent locations to all USA line locations efforts.



April 27, 2022

Washoe County Community Services Planning and Development Division

RE: League to Save Lake Tahoe Fashion Show and Luncheon; APNs 130-230-16,17 & 18 Administrative Permit; WADMIN22-0012

Dear Washoe County Staff:

The following conditions are requirements of the Washoe County Health District, Environmental Health Services Division (WCHD), which shall be responsible for determining compliance with these conditions.

Contact Name - James English - jenglish@washoecounty.us

- a) Condition #1: WCHD has reviewed the referenced application and note the event is the annual League to Save Lake Tahoe Fashion Show and Luncheon which will be a closed event and on private property.
- b) Condition #2: WCHD notes there will be no permits required based on the application submittal. If WCHD learns the event is open to the public it will be subject to meeting all the requirements of the Washoe County District Board of Health Regulations Governing Food Establishments.
- c) Condition #3: WCHD recommends ensuring the event has adequate garbage service and access to bathrooms with hand sinks.

If you have any questions or would like clarification regarding the foregoing, please contact James English, EHS Supervisor at jenglish@washoecounty.us regarding all Health District comments.

Sincerely,

EHS Supervisor

Ja*l*mes En**l**glish, REH

Environmental Health Services Washoe County Health District



WASHOE COUNTY

COMMUNITY SERVICES DEPARTMENT Engineering and Capital Projects

1001 EAST 9TH STREET RENO, NEVADA 89512 PHONE (775) 328-3600 FAX (775) 328.3699

INTEROFFICE MEMORANDUM

DATE: April 26, 2022

TO: Courtney Weiche, Planner, Planning and Building Division

FROM: Robert Wimer, P.E., Engineering and Capital Projects Division

SUBJECT: WADMIN22-0012

APN 130-230-16, 17, & 18

League to Save Lake Tahoe Fashion Show and Luncheon

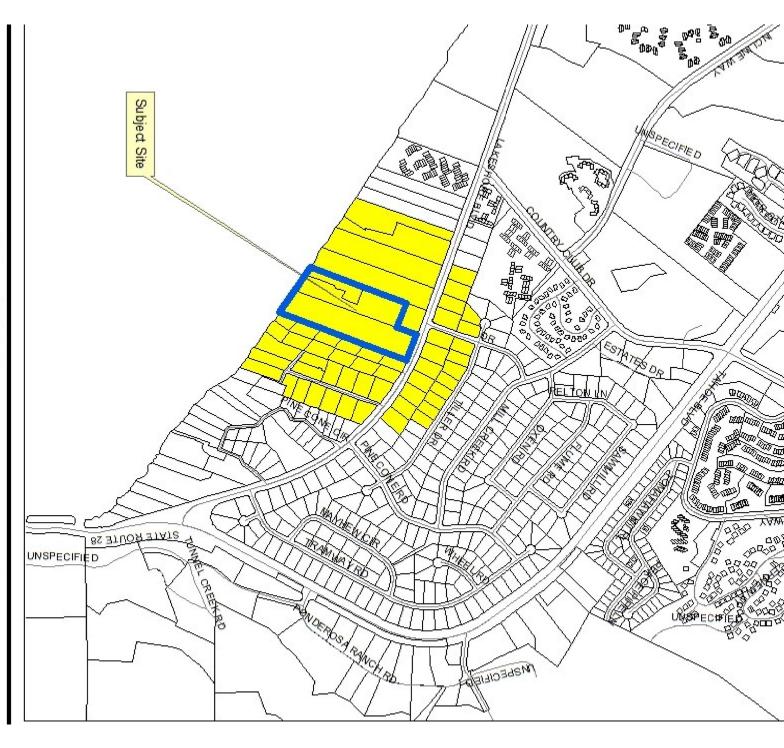
GENERAL PROJECT DISCUSSION

Washoe County Engineering staff has reviewed the above referenced application. The Engineering and Capital Projects Division recommends approval with no conditions.









OUTDOOR COMMUNITY EVENT APPLICATION

(Requires a non-refundable \$50 application fee)

	Α	pplication date:	February 22	, 2022	
SERVE SERVE WITHOUT OF	Applicant Info	rmation			
Applicant's name: League to Save Lake Tah	ioe				
Mailing address: 2608 Lake Tahoe Boulevard		hoe, CA 96150)		
Street or PO Box	City		State	Zip	code
Phone: 530.541.5388 (Business)		(Home	e)		(Cell)
All applicants, to include corporate offic	ers or partners m	ust complete a	personal history		
Is the applicant a(n):	☐ Part	nership	☐ Individual	X Registe	red 501c3
If a corporation or a partnership, list corporate of	officers or partners	3:			
Name	Address			Title	
					VI WALL
	Event Inform	nation			
Name of Event: League to Save Lake Ta	ihoe Annual Fash	nion Show and	Luncheon		
Name of Event: League to Save Lake Ta Date(s) of Event: Saturday, August 6, 2022			11 am - 2 pm	W)	
Location of Event: 1047 Lakeshore Boule	vard, Incline Villa	ige, NV			
Assessor Parcel Number(s):					
Description of Event:Benefit fashion sl	how and luncheo	n in support of	the League to \$	Save Lake T	ahoe
Description of Event.					
Name of the designated event representative applicant: Kristin Keane and/or Meghan McG		site during the	event and who	has authority	y to bind the
Will an admission fee be charged for your even		☐ Yes	□ No		
If yes, amount and type of fee(s):\$1					
When will fee be collected?	Pre-sales	☐ At	entrance		
Approximate number of participants and other p	persons: 400 guest	ts, 50 support persons	_		
Approximate number of customers and spectate	ors:				
Approximate maximum number of persons on a	any one day of the	e event:450			
Will food and/or beverages be served?	☑ Yes	☐ No			
(all food and beverage vendors must ha		te Washoe Cou	nty Health Distri	ct permits)	
Will alcoholic beverages be served?		ed with Washo	e County Busine	ss License)	
Will there be live music? Ye	s XNo				

09/12

Insurer Information (see Insurance, Hold Harmless & Indemnification Requirements)

Name of Insurer: Nonprofit Insurance Alliance of Cal	fornia Policy nu	umber: 2017-1439	08
Attach copy of insurance policy specific to eve	it (must be furnished prior	to the issuance of t	he license)
Address of Insurer: c/o Vantreo Insurance Brokerage			300 T T T T T T T T T T T T T T T T T T
Street	City	State	Zip code
Limits of liability: See attached declaration pages	_		
	of Similar Events tional sheets if needed)		
Describe the history of all similar events conducted, opnames, types, dates, locations, permits or licenses issues. The fashion show and luncheon has been occur	ed. ng on the first Saturday o	f August since 196	69 at various private
properties within the Tahoe Basin. We have obtained a comm	unity event permit from W	ashoe County Co	unty for this event held
in the same location, 1047 Lakeshore Boulevard			
	dus a Dissa		
	haloson (1996)	4 1 2 - 44 3	<u> </u>
(attach add	Vendor List itional sheets if needed)		
Name of Vendor	Type of	product	
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	Ton C	1,897 7155	March 1 and 1 and



CERTIFICATE OF LIABILITY INSURANCE

3/8/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

	nis certificate does not confer rights to				uch end	dorsement(s)			, somenic		atomont on
	DUCER				CONTACT NAME: Rebecca Burns						
100	ntreo Insurance Brokerage 0 Stony Point Rd, Suite 160				PHONE (A/C, No, Ext): 707-546-2300 FAX (A/C, No): 707-546-2915				6-2915		
Sa	nta Rosa CA 95401				ADDRESS: certs@vantreo.com						
					INSURER(S) AFFORDING COVERAGE					NAIC#	
					INSURER A: QBE Insurance Corporation						
	IRED			LEAGTOS-01	INSURER B : State Compensation Insurance Fund - SCIF						35076
	ague to Save Lake Tahoe 08 Lake Tahoe Blvd.				INSURER C:						
	. Lake Tahoe CA 96158				INSURE	aller -					
-					INSURE	RE:		***************************************			
					INSURE						
co	VERAGES CER	TIFIC	CATE	NUMBER: 178567605	1			REVISION NUM	MBER:		
C	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY IXCLUSIONS AND CONDITIONS OF SUCH	QUIR PERT POLIC	AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN'	Y CONTRACT THE POLICIES REDUCED BY I	OR OTHER IS DESCRIBE PAID CLAIMS.	DOCUMENT WITH D HEREIN IS SU	H RESPEC	CT TO	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT	s	
Α	X COMMERCIAL GENERAL LIABILITY	Y		2021-14398		10/1/2021	10/1/2022	EACH OCCURRENCE		\$ 1,000	,000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENT PREMISES (Ea occu	ED urrence)	\$ 500,0	00
								MED EXP (Any one	person)	\$ 20,00	0
								PERSONAL & ADV	INJURY	\$1,000	,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREC	GATE	\$2,000	,000
	X POLICY PRO- JECT LOC							PRODUCTS - COM	P/OP AGG \$2,000,000		,000
	OTHER:							Liquor Liability		\$1,000	,000
Α	AUTOMOBILE LIABILITY			2021-14398		10/1/2021	10/1/2022	COMBINED SINGLE (Ea accident)	LIMIT	\$1,000	,000
	ANY AUTO							BODILY INJURY (Pe	er person)	\$	
	OWNED SCHEDULED AUTOS							BODILY INJURY (Pe	Mary Control of the C	\$	
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY							PROPERTY DAMAG (Per accident)	E	\$	
										\$	
Α	X UMBRELLA LIAB X OCCUR			2021-14398-UMB		10/1/2021	10/1/2022	EACH OCCURRENCE	CE	\$ 5,000	,000
	EXCESS LIAB CLAIMS-MADE							AGGREGATE		\$ 5,000	,000
	DED X RETENTION\$ 10,000									\$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			9072866-2021		10/1/2021	10/1/2022	X PER STATUTE	OTH- ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDE		\$1,000	,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	NIA						E.L. DISEASE - EA I	EMPLOYEE	\$1,000	,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POL	ICY LIMIT	\$ 1,000	,000
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	CORD	101, Additional Remarks Schedu	le, may b	e attached if more	space is requir	ed)			
RE	: To be held August 6, 2022 in Incline Vi	lage,	Was	noe County, NV							
Wa	shoe County, NV, its officers, agents, er	nploy	ees a	and volunteers are included	d as add	ditional insure	d with regard	ls to General Lia	bility per a	attache	d form.
						X					
CE	RTIFICATE HOLDER				CANC	ELLATION					
	Washoe County, Nevada				THE	EXPIRATION	DATE THE	ESCRIBED POLICE EREOF, NOTICE BY PROVISIONS.			
	1001 East Ninth Street Reno NV 89512			AUTHORIZED REPRESENTATIVE							

See attachments (2)

OUTDOOR COMMUNITY EVENT

AFFIDAVIT OF PROPERTY OWNERSHIP and/or PERMISSION TO CONDUCT EVENT

STATE OF NEVADA)
COUNTY OF WASHOE) ss:
Kern Schumacher, on behalf of KWS NV Residential, LLC heing duly sworn, denose, and say that
I am an owner* of property involved in this outdoor community event and I do hereby:
(check appropriate box)
Affirm that I am an applicant for the below named proposed outdoor community event and also own the property or properties on which the event will be conducted
OR
Affirm that I give permission to the applicants for the below named proposed outdoor community event to conduct the event on the following property or properties which I own:
Assessor Parcel Number(s):
Proposed Outdoor Community Event: League to Save Lake Tahoe Annnual Fashion Show and Luncheon
Signed
Subscribed and sworn to before me this
Motary Public in and for said county and state SHELLEY KOWALISKI NOTARY Public Anzona
My commission expires: 3/19/2022 My Comm. Expires Mar 14, 2022
*Owner refers to the following. Please mark the appropriate box.
 OWNER/JOINT OWNER CORPORATE OFFICER/PARTNER POWER OF ATTORNEY (Provide copy of Power of Attorney) AGENT (Notarized letter from property owner giving legal authority to agent) LETTER FROM GOVERNMENT AGENCY WITH STEWARDSHIP

OUTDOOR COMMUNITY EVENT STATEMENT OF ASSETS

As of	last	audited	financials	•	December	31	. 20 20

(Describe fully and indicate assets pledged)
(If additional space is required, attached supporting pages or documents

urrent Assets Cash on hand		\$	550.00
Cash in safe deposit box		\$	
Cash in El Dorado Savings Bank, Tahoe Valley	Location of Box "Y" Branch, South Lake Tahoe, CA	s	522,408.78
Name	e, Bank and Branch		
Cash inName	e, Bank and Branch	\$.	
Accounts and notes receivable (describe nature of			
Pledged donations		\$_	192,731.52
		\$	
Other current assets			
Prepaid Expenses		\$	67,020.54
Inventory		9_	102,739.04
		\$_	
vestments Stocks, Bonds, etc (Market value) (If close held co	orporation, furnish current balance sheet)		
		\$_	
		\$_	
		\$_	
Investments, other than stocks and bonds			
Short-term investments		•	4,321,704.44
Endowment and long-term investments		Ψ _	1,757,964.98
	_	\$ _	27.37,304.30
		Φ_	
ed assets Real estate (Give location, description and fair value property (2608 and 2877 Lake Tahoe Blvd., Sour	ue of each parcel) th Lake Tahoe, CA)	e	1,673,718.31
Equipment		· -	3,313.61
		\$ -	
		φ_	
er assets			
Automobiles and other personal property			
		\$_	
		\$_	
		\$_	
20 0 00 000		\$	8,642,151.22
al Assets			
eghan McGowan	Moghan Meggyrun		3/8/20

Outdoor Community Event Application

page 8

December 2015

OUTDOOR COMMUNITY EVENT STATEMENT OF LIABILITIES

As of __last audited financials - December 31 _____, 20 __20

(Describe fully, indicate secured liabilities)
(If additional space is required, attached supporting pages or documents

rrent liabilities			
Notes payable PPP Ioan			\$ 226,376.99
_	Name, Bank and Branch		
Due	How secured		
Notes payable			\$
	Name, Bank and Branch		
	How secured		
Notes payable			\$
	Name, Bank and Branch		
	How secured		
Notes payable	Name, Bank and Branc		\$
Due	How secured		
Other notes payable (indicate	e name, address and how secured)		
			\$
			\$
			Ψ
Accounts payable			\$ 65,848.94
Liability for Federal Income T	ax (delinquent)		\$
Provision for current year's F	ederal Income Tax		\$
Provisions for other current to	axes		\$
Liability for other delinquent to	axes		\$
gages payable (List each morte	gage separately, how secured, and m	anthly navmants due the	
gagoo payablo (Elot cach mort	Jage separately, now secured, and in	ionthly payments due therec	70
			\$
			\$
r liabilities			
Vacation payable			
Accrued payroll			\$_31,831.63
Accided payroll			\$ 51,352.86
			\$
al Liabilities			\$ 375,410.42
tingent liabilities (describe)			
		1.1	
leghan McGowan		Meghen Mcga Signature	var 3/8/20
nt Name		Signature	Date
		1,00	
door Community Event Application	page 9		December 2015

OUTDOOR COMMUNITY EVENT PERSONAL HISTORY

(complete a separate form for each applicant, to include corporate officers and partners)

Name in full:	Darcie		Goodman Collins			
	First	Middle	-	Last		
List ALL other na	ames you have been kno	own by:Darcie Goodma	n			
Residence addre	ess:					
	Street		City	State	Zip Code	
Residence phon				ne:		
Name of your pr	esent business or emplo	yer: League to Save Lake Tal	108			
Business address	SS: 2608 Lake Tahoe Boulevard		South Lake Tahoe	CA	96150	
	Street		City	State	Zip Code	
Type of business	S: Non-profit		Position:Chie	of Executive Officer		
How long engag	ed in this business: 10 year	irs				
Date of birth:		Age:		Place of birth: South	Lake Tahoe	
Social Security N	Number:					
Driver's license	number:		State:	CA		
List cities in which	ch you have lived during	the last ten years:				
Dates Fro	m and To	City			State	
2009 - 2	012	Sausal	ito		CA	
and correct. I futhe license. The	ed, have answered all quarther understand that dise filing of the applications on of such event before	sclosure of any false, randomer of authorize the	misleading or inc ne conducting of	correct answers could any event for which	result in the denial of a license is required,	
	Printed name of applican	nt .	7	Signature of appl	icant	
	Date					

09/12

page 8

OUTDOOR COMMUNITY EVENT CONTRIBUTORS OR INVESTORS LIST

(List the names and addresses of any person contributing, investing or having an expected financial interest greater than \$500 in producing the event) (attach additional sheets if needed)

Name	Address

ANCILLARY SERVICES OR ACTIVITIES LIST

(List the names and addresses of any person expected to provide, for consideration, services or activities ancillary to or in conjunction with the event)

(attach additional sheets if needed)

631 Dunn Circle, Sparks, NV 89431 71 Stevenson Street, #400, San Francsico, CA. 94105
71 Stevenson Street, #400, San Francsico, CA. 94105
4600 Keitzke Lane, Building M. Suite 246. Reno, NV 89502
305 Edison Way, Reno, NV. 89502
PO Box 320. Tahoe City, CA. 96145
866 Oriole Way, Incline Village, NV. 89451
787 Reno View Court, Reno NV. 89503
PO Box 7455. Reno. NV. 89510
076 Tahoe Boulevard, Incline Village, NV. 89451
66 Tahoe Bpoulevard, Incline Village, NV 89451
tarioe apoulevard, incline vinage, 147 05451
8 78 P(

OUTDOOR COMMUNITY EVENT RELEASE OF CLAIMS

(complete a separate form for each applicant, to include corporate officers and partners)

The undersigned has filed with Washoe County Business License an application for outdoor community event license. In consideration of the assurance by the Board of County Commissioners that no vote on said application will be taken except after a deliberate, intensive and thorough investigation of the undersigned, including but not limited to criminal history background, associates and finances, the undersigned does for himself, his heirs, executors, administrators, successors and assigns, hereby release, remise and forever discharge the County of Washoe, Washoe County Sheriff's Office, Washoe County Commission, and Washoe County Business License from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the undersigned ever had, now has or may have, or claim to have against any or all of said entities or individuals arising out of or by reason of the processing or investigation of or other action relating to the undersigned application.

AUTHORIZATION TO RELEASE INFORMATION

As an applicant for an outdoor community event license with Washoe County Business License, I am required to furnish information for use in determining my qualifications. In this connection, I authorize release of any and all information of a confidential or privileged nature.

I hereby release you, your organization and others from liability or damage, which may result from furnishing the information requested. This release will expire 180 days after the date signed.

I, the undersigned, have read this release and understand all its terms; I execute it voluntarily and with full knowledge of its significance.

10.27

N WITNESS WHEREC	OF, I have exe	cuted this release a	it		on	the
25m	_ day of	Feb		20 22		
	Colline of applicant	AND DESCRIPTION OF THE PERSON	J _s	ignature of appl	icant	_
Subscribed and sworn	to before me t	his	day of	· · · · · · · · · · · · · · · · · · ·		, 20
				P*		
Notary Public in and for	said county a	and state		SEE AT		
My commission expires	s:					
		*				

OUTDOOR COMMUNITY EVENT INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS

Pursuant to Washoe County Code §25.303, any applicant for a Washoe County outdoor community business license must ensure the following requirements are met to the satisfaction of the Washoe County Risk Management Division before the outdoor festival business license may be issued.

INDEMNIFICATION & HOLD HARMLESS

As respects acts, errors or omissions relating to the event, APPLICANT agrees to indemnify and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly or indirectly out of the event or any activity leading up to, during, or following the event, excepting those which arise out of the sole negligence of the COUNTY.

APPLICANT further agrees to defend COUNTY and assume all costs, expenses and liabilities of any nature to which COUNTY may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions of APPLICANT or its agents concerning the event.

INSURANCE REQUIREMENTS

COUNTY requires that APPLICANT purchase General Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the event by APPLICANT, its agents, representatives, or employees. The cost of all such insurance shall be borne by APPLICANT.

APPLICANT shall maintain coverage and limits no less than \$1,000,000 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 is used, the general aggregate limit shall be increased to equal twice the required occurrence limit, to apply separately to this event.

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division prior to the event. COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to issuing the license. The COUNTY Risk Manager prior to the change taking effect must approve any changes to the deductibles or self-insured retentions.

APPLICANT shall provide COUNTY with a certificate of insurance that identifies COUNTY, its officers, agents, employees and volunteers as additional insured's.

NOTE: A certificate of insurance complying with the provisions stated above is not required with the outdoor community business license application, but must be furnished prior to the issuance of the license.

I hereby agree to the all of the provisions stated above:

League to Save Lake Tahoe Annual Fashion SHow and Lunched	Saturday, August 6 .2022
Name of Eve	ent Date(s) of Event
Darcie Collins	- D ~
Applicant's name (printed)	Applicant's signature
Date: 2.25.22	
Date: 2 23 22	_

09/12

BUSINESS LICENSE FINGERPRINT WORKSHEET

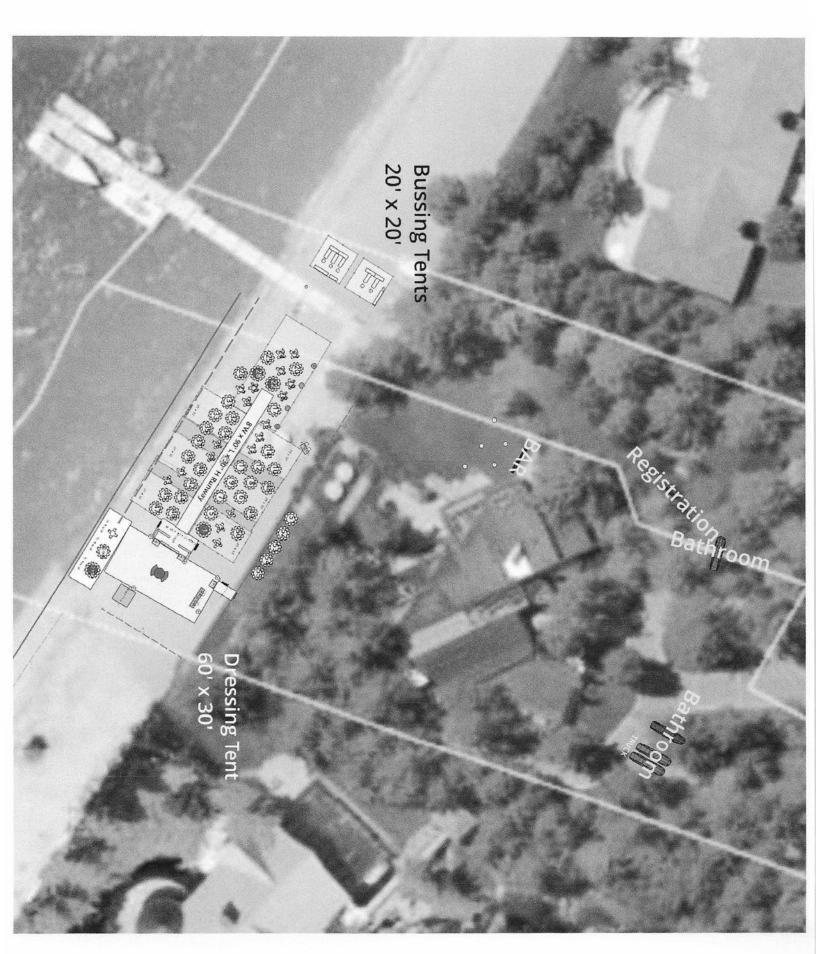
☐ Liquor	☐ Locksmith	☐ Massage	Pawns	shop 💆 Other 🗘	ne day Event
Name of Bus			Lake Tahu		
Business Add	dress: 3608 Street Addres	Lake tobbe	Blud S.	L. Tahue CA	96150 Zip Code
		3		City	Zip code
NOTE TO AP			-t		andrian the Monte
County Sheriff' background inv	s Office to forward their	fingerprint impression	ons to the appropriat	erson's written permission aut te law enforcement agency fo	r a criminal history
Records Division: Sheriff's Office: Please retain a copy as proof of compliance with Washoe County Code Section 25.023(2).					
The following	g people need to hav	e fingerprints tal	cen:		
Owne	er, officer and/or direct	ог	Title	Date fingerprin taken	ts Employee's initials
Darcit	<i>Callins</i>		CED	21912	2 CP
Print Name					
Signature				application of the second seco	
Print Name			-		Bet a hand symmetric strandouter
Signature			(()) (
Print Name			****	And the second s	
Signature					
Print Name					
Signature				and the state of t	
APPLICANT:					
Please return this form back to Washoe County Business License once all the fingerprints have been taken.					
You will need to contact the Washoe County Sheriff's Office, Records Division, to determine appropriate fees for fingerprinting and any charges levied by the State of Nevada or the Federal Bureau of Investigation to complete the criminal history check [WCC 25.023(3)].					

Reno Office 911 Parr Blvd. (775) 328-3017 Incline Office 625 Mount Rose Hwy. (775) 832-4107

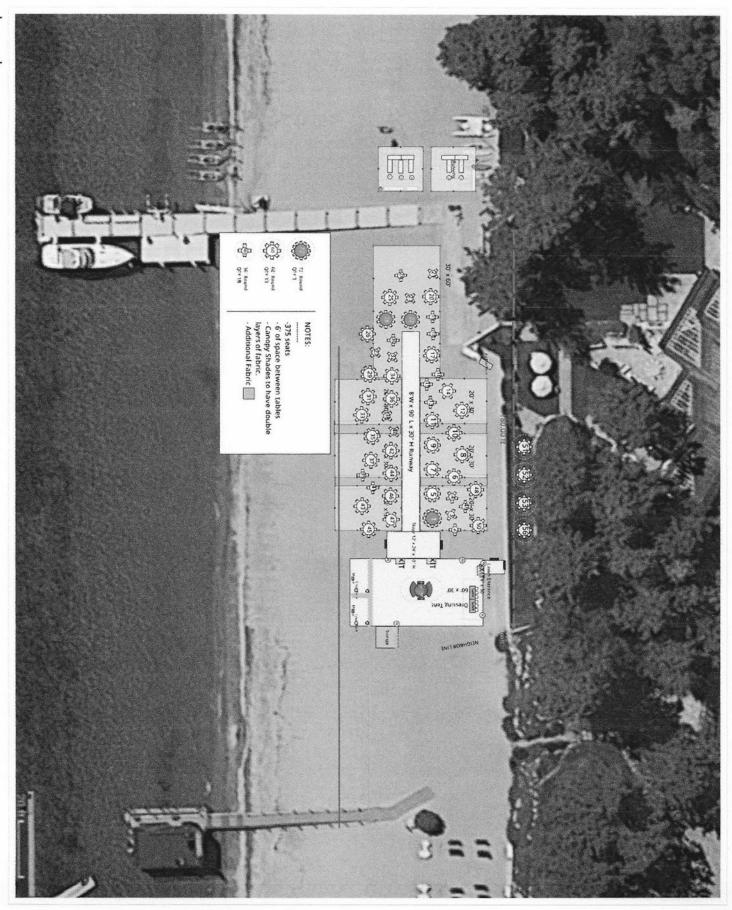
League to Save Lake Tahoe Permit Application

Index of Attachments:

A -1 - 2	Site Map
A -3 - 4	Detailed Plan for Security, Fire Protection, Medical, Water & Sanitation, Communication and Clean-up
A - 5 - 6	Security Contract, Martin Ross
A - 7 - 10	Paramedic Confirmation
A - 11	Restroom Facilities Order, Sani-Hut
A -12 - 14	City of Reno Business Licenses, Roundabout Catering
A - 15	WCHD, Health Permit to Operate, Roundabout Catering
A - 16	Transportation Plan
A - 17	Parking Map at Sierra Nevada College
A - 18	Shuttle Order with passenger capacity
A - 19	Shuttle Route Map
A - 20 - 27	Documentation for use of SNU parking lot (guest, staff & volunteer parking)



20 Feet



WADMIN22-0012 A - Z

League to Save Lake Tahoe Annual Fashion Show and Luncheon 1047 Lakeshore Boulevard, Incline Village, NV Saturday, August 6, 2022

Prepared by: Kristin Keane

Security, Fire Protection and Medical Services Plan

The League to Save Lake Tahoe retains Alert Security Asset Protection to assist with security on-site. There are 4 security personnel on site from 10:00 am until 3:00 pm. Security personnel will be assigned to site-specific areas including front gate, tent, beach and lawn.

North Tahoe Fire Protection District Personnel will be on-call with on-site ambulance stand-by arranged from 10:30 am until 2:30 pm., although not required for this event per Brittany Dayton.

Tents and structures are in compliance with current fire code and contain required fire extinguishers and clearly marked exits.

Attachments: Alert Security Agreement, NTFPD Invoice for Ambulance Stand-by, Site Plan

Water Supply and Sanitation Facilities

The League has rented 2 handicap restroom facilities, 1 Executive 33' bathroom trailer with direct line to sewer and water, 1 Executive 19' bathroom trailer with stand-by pump truck and 4 bathroom attendants.

Roundabout Catering has hand-washing facilities in the catering tents, which are indicated on the site-map.

Per Nick Flores, no permit required for food and sanitation because it is a closed event, by invitation only.

Attachments: Sani-hut Invoice, site map

Communication System

The event will have an audio system with 2 microphones that are used throughout the program on August 6.

Clean-up and Rubbish Removal

Two 6-foot dumpsters with lids and locks will be located on site for rubbish. Dumpsters are delivered on August 4 and collected August 8.

The League to Save Lake Tahoe is dedicated to protecting and restoring the environment within the Tahoe Basin. Our organization's charter demands we leave the environment better than how we found it. In addition, our host is exceedingly generous to allow us to use his property year after year and if we wish to be invited back, we need to make certain we are cleaning the venue and returning it to the state to which we arrived.

WADMIN22-0012 EXHIBIT D

A-4



SECURITY SERVICES

AGREEMENT ("Agreement")

Client's Name: League to Save Lake Tahoe

Telephone: <u>775-348-8472</u>

Address: 2608 Lake Tahoe Blvd.

City: South Lake Tahoe ST: CA ZIP: 96150

ASAP Office: Reno (License #1492)

Telephone: <u>775-337-1616</u>

Address: 4600 Kietzke Lane, Suite M 246

City: Reno ST: NV ZIP: 89502

Agreement dated as of <u>March 29, 2022</u> between <u>— League to Save Lake Tahoe</u>—having an office at <u>2608 Lake Tahoe Blvd.</u>, <u>South Lake Tahoe CA 96150</u> (hereinafter called "Client") and Cero's, LLC dba ALERT SECURITY ASSET PROTECTION dba ALERT GUARD SERVICES, (hereby known as ALERT SECURITY), The parties agree as follows:

1. SERVICES: Alert Security will furnish client with security personnel (hereinafter "Personnel") and render services at locations and during hours set forth herein and hereafter agreed in a writing executed by Alert Security and Client.

Location Hours To Commence On (Date and Time)

1047 Lakeshore Blvd, Incline 10am to 3pm 8/6/2022

4 Security Officer to assist with Oscar de la Renta fashion show

2. RATES: Client shall pay Alert Security the following hourly rates, plus all applicable sales, use and/or similar taxes. These rates do not apply to coverage of labor disputes or similar emergency situations, which Alert Security will endeavor to provide at mutually agreed upon rates.

Personnel/Equipment Sta

Standard Base Rate/Overtime Rate

Security Officer \$30.30 per hour

Holiday rates shall apply on each legally declared national, state, or local holiday. Holiday rates will be as follows:

Holiday New Year's Day	Rates N/A
MLK Day	N/A
Memorial Day	N/A
Independence Day	N/A
Thanksgiving Day	N/A
Christmas Day	N/A
Labor Day	N/A

The above rates are effective until <u>December 31st, 2022</u>, and are subject to adjustment by Alert Security on thirty days prior notice to comply with any change in any law, regulation, ruling or collective bargaining agreement causing a change in work hours, wage rates, working conditions or other costs to Alert Security.

- 3. INVOICES: Invoices will be submitted weekly and are payable on receipt at the address on the invoice. A late charge of 10% per month will be added to balances not paid within thirty days following receipt of invoice. Client must notify Alert Security in writing of any dispute regarding the amount of an invoice within seven days from the invoice date, otherwise all disputes and defenses will be deemed waived. Client agrees to pay Alert Security's reasonable attorney's fees and other collection costs.
- **4. PERSONNEL:** (a) Personnel supplied by Alert Security are its employees and not Client's. Alert Security is responsible for social security, unemployment and similar taxes applicable to its employees.
- (b) Alert Security complies with Executive Order 11246, as amended; Section 503 of the Rehabilitation act of 1973, as amended; Section 402 of the Vietnam Era Veterans' Readjustment 37Assistance Act of 1974 and related regulations. Alert Security's

employees will be assigned without regard to race, age, color, creed, sex, national origin, disabilities that do not impair job performance, veteran status, or on any bases prohibited by law.

- (c) Client may reasonably disapprove any Personnel assigned, provided such exercise is not in violation of law. If any Personnel is removed at Client's request, Client agrees to indemnify and hold Alert Security harmless from all claims, demands, liabilities, judgments, losses, suits, damages, fines, penalties and expenses including reasonable attorney's fees and defense costs (hereinafter collectively "Claims") that may arise therefrom.
- (d) If Client requests Personnel to operate any vehicle other than one supplied by Alert Security, or are assigned or assume duties other than those agreed upon in writing by Alert Security, Client agrees to defend, indemnify and hold Alert Security harmless from any Claims, which may arise, or result therefrom, including but not limited to Claims arising from the negligence of Alert Security, its agents or employees.
- 5. LIABILITY LIMITATION AND INDEMNITIES: (a) Client agrees that Alert Security is not an insurer and that the amounts payable hereunder are based upon the value of services offered and not the value of client's interests being protected or the property of client or of others located on Client's premises. Accordingly, Alert Security undertakes no liability to client and makes no representation, express or implied, that its services will prevent occurrences or their consequences that result in loss or damage.
- (b) In no event shall Alert Security be liable to Client for any Claim other than one which arises during the performance of services under this Agreement and is caused by the negligence of Alert Security, its employees or agents while acting within the scope of their duties and authority. In no event shall Alert Security be liable for any Claim caused in whole or in part by acts or omissions of Client or third parties or their respective employees or agents, or for consequential or incidental damages or loss of profits.
- (c) In the event of any Claim for which Alert Security is liable, Client agrees that Alert Security's liability shall be limited to a maximum amount not to exceed the lesser of (I) the amount invoiced to and paid by Client (but not less than one thousand collars provided Client's damages exceed such amount) for services rendered within the 12-month period immediately preceding the date of the occurrence giving rise to the Claim or (II) \$100,000.
- (d) The services provided under this Agreement are solely for the benefit of Client and neither this Agreement nor any services rendered hereunder confer any rights on any other party as a third-party beneficiary, or otherwise.
- (e) Client agrees to indemnify and hold Alert Security harmless from and against any Claims made by a third party(s), including, but not limited to, injury, death or damage or loss of property, arising from Alert Security's negliger WADMIN 22:6012

EXHIBIT

including those relating to the hiring, training, supervision or retention of Personnel by Alert Security, its agents or employees.

(f) Client agrees that Alert Security shall not be liable for failure to perform this Agreement due to any "Act of God" or cause beyond Alert Security's reasonable economic control, nor in any case for any consequential, incidental, or special damages or loss of profits.

(g) Client hereby waives any and all rights of subrogation that any insurer of Client may have against Alert Security.

- (h) Where Alert Security is entitled to indemnification, Alert Security shall have the right to tender defense of the Claim to Client.
- **6. INSURANCE:** In consideration of the risk apportionment provided in this Agreement, to the extent a Claim exceeds the amount specified in the paragraph entitled "Liability Limitation and Indemnities" (such excess being hereinafter referred to as "Excess Loss or Damage to its premises, business and property and others' property on Client's premises occurring as a result of fire, theft or other casualty) and Client agrees that it will maintain Insurance to fully protect Client against such Excess Loss or Damage. Accordingly, Client waives its right of recovery against Alert Security for such Excess Loss or Damage, however caused.
- 7. HIRING: Client shall not, nor shall any contractor of client, for a period of one year after termination of this Agreement, employ as security personnel any Personnel used by Alert Security in the performance of this Agreement.

Recognizing the costs incurred and expertise dedicated by Alert Security in selecting, recruiting and training its personnel, Client agrees to pay Alert Security twenty five hundred dollars as liquidated damages for each Personnel employed by Client or its contractor within one year after termination of this Agreement.

- 8. TERM: This Agreement shall continue in effect until either party gives the other party 30 days prior written notice, specifying the date of termination.
- 9. DEFAULT: Alert Security may terminate this Agreement upon 48 hours prior written notice and exercise such other rights and remedies as permitted by law if Client fails to pay any amount when due or if any proceeding is commenced or threatened by or against Client under the Bankruptcy Code or any other Debtor's Law or if the Client makes or threatens to make an assignment for the benefit of creditors, or Client breaches any of the other terms or obligations contained in this Agreement.

10. HAZARDOUS OR DEFECTIVE CONDITIONS/MATERIALS:

(a) Client agrees that it will comply with OSHA Hazard Communication Standards and will indemnify and hold Alert Security harmless from all Claims, including injuries to Alert Security's employees arising out of a condition existing at Client's premises, or Client's violation of any safety or health-related law.

(b) Client further agrees to: (I) make available to Alert Security the Material Safety Data Sheet for each hazardous chemical to which Alert Security's Personnel may be exposed at Client's premises: (II) inform Alert Security of (A) precautionary measures that need to be taken to protect Alert Security's Personnel and (B) Client's hazardous material labeling system.

11. LIMITATION ON CLAIMS AND ACTIONS: Client shall give notice to Alert Security of any Claim of Client or potential Claim of Client arising out of or relating to this Agreement within 30 days following the date of the occurrence giving rise to such Claim or potential Claim.

No action to recover any Claim of Client shall be instituted or maintained against Alert Security by Client unless notice of such Claim shall have been given by Client to Alert Security in the manner and form set forth herein.

Unless specifically prohibited by law, no action to recover for any Claim of Client shall be instituted or maintained by Client against Alert Security unless said action shall have been instituted not later than 12 months following the date of the occurrence giving rise to such Claim.

- 12. NON-WAIVER: Failure of Alert Security to enforce any provision of this Agreement, or any of its rights, or to exercise any election herein provided, shall not be considered a waiver of such provision or election or in any way affect the validity of this Agreement. The exercise by Alert Security of any of its rights or any of its elections shall not preclude Alert Security from exercising the same or any other right it may have under this Agreement.
- 13. SCOPE OF SERVICES: This Agreement and written schedule of Personnel assignments, patrol inspections and post orders which collectively set forth the Security Services to be performed, may be changed only with the written approval of Alert Security. Unless so changed, Alert Security shall not be obligated to perform any services not specifically set forth therein. Amendments to this Agreement must be in writing and signed by authorized representatives of the parties hereto. If there is any conflict between the terms of any other documents and this Agreement, this Agreement shall control.
- 14. NOTICES: All notices shall be in writing and shall be sufficiently given if made by invoice, telegram, telecopy, overnight courier or by mailing by certified mail, postage prepaid, addressed to the other party at its address set forth herein or at such other address as the other party may have designated by notice given hereunder. A copy of Client's notices to Alert Security shall also be sent to Alert Security's executive office.
- 15. ENTIRE AGREEMENT AND INTERPRETATION: This Agreement constitutes the entire agreement and understanding between the parties, and no representations, inducements, promises or agreements not embodied herein shall be of any force or effect. This Agreement shall be governed under the law of the state of its performance and, if any provision shall conflict therewith, such provision shall be interpreted to remove such conflict so that this Agreement and all its other provisions shall remain in full force and effect.
- **16. AUTHORITY:** Alert Security sales personnel are not authorized to sign, change or amend this Agreement. This Agreement shall not become binding upon Alert Security until executed by an authorized manager or corporate officer of Alert Security.
- 17. ADDITIONAL CLIENT LOCATIONS: Except for location, hours of service and their commencement date as shown in paragraph 1 "Services", and Personnel/Equipment, Standard Base and Overtime Rates, Holidays and period during which rates are applicable as set forth in paragraph 2 "Rates," as well as such other terms as may be mutually agreed to in writing between the parties, each of the terms and conditions contained in this Agreement shall be applicable to any additional locations of Client serviced by Alert Security after the date of this Agreement.

Client	Kristin Keane
Ву	Kken
Ву	Development Spec
Alert .	Christopher Wright
Ву	
Ву	President (Title)

AN EQUAL OPPORTUNITY EMPLOYER



NORTH LAKE TAHOE FIRE PROTECTION DISTRICT

866 Oriole Way – Incline Village, NV 89451-9439 (775) 831-0351 Fax (775) 831-2072 <u>www.nltfpd.net</u>

Ryan Sommers – Fire Chief

EMERGENCY MEDICAL SERVICE STANDBYS

North Lake Tahoe Fire Protection District understands the importance of providing EMS coverage during special events or community programs. The enclosed *Dedicated EMS Standby Agreement* must be utilized for any organization, school, or governmental entity to request special standby services from North Lake Tahoe Fire Protection District. The enclosed agreement must be completed, signed, and returned to North Lake Tahoe Fire Protection District at least 15 days prior to the requested date for service. Although North Lake Tahoe Fire Protection District will make every effort to provide the level of service requested, there may be an emergency prior to the scheduled event that could cause North Lake Tahoe Fire Protection District to be late. North Lake Tahoe Fire Protection District's primaryresponsibility is to provide emergency 911 responses to the residents of our community.

North Lake Tahoe Fire Protection District offers the following types of service:

- Advanced Life Support Ambulance (at least 1 Paramedic)
- Advanced EMT and/or Paramedic only
- Technical equipment UTV, jet ski, and boat with Emergency Medical Technician and/or Paramedic

Please complete the enclosed agreement and submit it to North Lake Tahoe Fire Protection District.

Mail or Drop Off:

North Lake Tahoe Fire Protection District 866 Oriole Way Incline Village, NV 89451

Email:

aquiroz@nltfpd.net

Dedicated EMS Standby Agreement

THIS AGREEMENT, made this 29th day of March, 2022, by and between League to Save Lake Tahoe, and North Lake Tahoe Fire Protection DISTRICT, 866 Oriole Way, Incline Village, Nevada 89451, hereinafter referred to as the DISTRICT, and CLIENT,

WHEREAS, CLIENT is requesting dedicated standby services; and WHEREAS, the District is willing to provide such services under the terms set forth herein.

NOW, THEREFORE, it is agreed as follows:

- The DISTRICT agrees to provide dedicated EMS standby service(s) to the CLIENT. Standby service, meaning an
 emergency vehicle staffed personnel as agreed upon, will locate themselves at a function or event and will
 remain dedicated tothat event unless a major incident occurs, and their services are required elsewhere.
 Such vehicle will be equipped to provide care at the capacity as agreed upon as required by the CLIENT.
 Pursuant to paragraph 3 below, dedicated standbys are subject to the availability of EMS crews and resources.
- The DISTRICT agrees to provide dedicated standby emergency medical service(s) to the CLIENT named above for the dates, times, and locations specified in the STANDBY AND CLIENT INFORMATION attached to this Agreement and incorporated by reference.
- 3. Due to the call volume of EMS, dedicated standby services are subject to the availability resources. In addition, even if a CLIENT requests and agrees to the conditions of dedicated standby services, certain extreme, catastrophic, or immediate life-threat emergencies may still require The DISTRICT to utilize the vehicle assigned to the dedicated standby. If this occurs during a scheduled dedicated standby (with this Agreement in place), and a lapse of on-site EMS coverage occurs, another ambulance/crew will be routed to the event upon availability.
- 4. Hourly charges for this service begin from the time the crew arrives at the designated standby until it is released from the event, with a two-hour minimum charge per dedicated standby service. The DISTRICT reserves the right to waive fees.
- 5. Dedicated standby service fees are as follows:

Resource	Cost		
Firefighter / Advanced EMT	\$50.41 / hr.		
Firefighter / Paramedic	\$57.97 / hr.		
Advanced Life Support Ambulance (Staffed)	\$157.12 / hr.		
Jet Ski (equipment only)	\$27.70 / hr.		
ATV / UTV (equipment only)	\$14.79 / hr.		
Boat (equipment only)	\$120.00 / hr.		

- 6. Upon completion of dedicated standby services, The DISTRICT will bill CLIENT for costs associated with this Agreement and CLIENT agrees to pay all fees within 30 days of invoice receipt.
- 7. The DISTRICT reserves the right to refuse any Dedicated Standby Agreement submitted by CLIENT.
- 8. This Agreement may be canceled by either party by giving 48-hours advance notice.
- 9. Nothing herein shall be construed to create a higher standard of care on the part of EMS than generally recognized under the rules and regulations set forth by the Nevada State Health Division Office of Emergency

Standby and CLIENT Information

The following CLIENT information will be used by The DISTRICT for scheduling and billingfor EMS dedicated standby services.

Name/Title of Event: League to Save Lake Tahoe Annual Fashion Show and Luncheon

EVENT OCCURRENCE 1

Date(s): Saturday August 6th 2022 Start Time: 1000 End Time: 1400

Location: 1047 Lakeshore, Incline Village NV 89450_

Number of Attendees: 400 EVENT COVERAGE REQUESTED

Advanced Life Support Ambulance (Staffed) \$157.12 / hr.

(If request is for more than 1 event occurrences attach additional details to agreement)
Organization Name: League to Save Lake Tabol
Primary Contact Person's Name (print): Kristn Keane
Mailing Address (for billing): 2608 Lake Tahoe Blud.
City: So. Lake Tahol State: CA zip Code: 96150
Phone #: 77.5 · 527 · 3352 Phone # day of event (if different):
Email Address: Kristin @ Keeptahoeblue. org

Medical Systems. The DISTRICT crews may only operate under written protocols and procedures specifically approved by the DISTRICT Medical Director.

10. The charges provided for herein reflect only those charges associated with making EMS readily available to the CLIENT. The normal charges for the care and transportation of patients will be the responsibility of the patient.

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

CLIENT	DISTRICT
Signature	Signature
Printed Name	Printed Name
Title	



SANI-HUT COMPANY INC.

P.O. Box 7455 Reno, Nevada 89510-7455 (775) 358-6720 Fax: (775) 359-7922

DELIVERED TO:



RENTED TO:

LEAGUE TO SAVE LAKE TAHOE-SLT 2608 LAKE TAHOE BLVD SOUTH LAKE TAHOE, CA 96150 OSCAR DE LA RENTA FASHION SHOW 1047 LAKESHORE DR INCLINE VILLAGE, NV

8/3/2021	1700	5/2021			(775) 348-8472	C. O.	D.
P.O. NUMBER		J	DB NUMBER CANCELLED BY		DA	DATE CANCELLED	
PECIAL NSTRUCTIONS							
AY		ROUTE		ENTERED BY		TAKEN BYLDM	
UNIT QUANT	ITY		UNIT DESCRIPTION		UNIT VALUE	RENTA	L RATE
1 EXECUTIVE 1 HANDICAP F 4 PORTABLE I DELIVERYTH ATTENDANT ATTENDANT	RESTRO RESTRO URSDA FRIDAY	OOM FRES	LPARTY -5:0	0-7:30 pm	0.00 0.00 0.00		0.00 0.00 0.00
					Sales	Tax:	0.00
					Order Total:		0.00
Thank you for or	derina wi	th Sani-Hut (Co. You will find that	in addition to pro	ceived in good condition widing the most moder ag specialized equipments.	n and sanitary ten	nporary echniques.
DATE TIME IN	TIME	WORK PERFORME				DRIVER/ HELPER	CHARGE
DULING M	LL . L'III:	a la lacasal :	on 28 day billing cy	rolo.			

acknowledge receipt of a copy of this contract.

SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE MBP ENTERPRISES

Nevada Business Identification # NV20061717313 Expiration Date: 11/30/2022

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.



Certificate Number: B202111292184032 You may verify this certificate online at http://www.nysos.gov IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 11/29/2021.

Barbara K. Cegarste

BARBARA K. CEGAVSKE Secretary of State

> WADMIN22-0012 EXHIBIT D

THIS LICENSE MUST BE PLACED IN A CONSPICUOUS PLACE

EFFECTIVE DATE:

06/01/2020

BUSINESS

CLASSIFICATION:

BUSINESS LOCATION:

631 DUNN CIR

SPARKS, NV 89431

LICENSEE-NAME AND ADDRESS:

MaryBeth Smith

SPARKS, NV 89431 631 Dunn Cir NAME OF BUSINESS:

Roundabout Catering and Party Rentals

Catering, Merchandise Sales, Restaurant



RENO, WASHOE CO., NEVADA

ABOVE THIS LICENSE EXPIRES AS SPECIFIED

NEVADA AND RENO MUNICIPAL CODE AND SUBJECT TO THE STATUTES OF CONDUCTED IN CONFORMITY WITH

LICENSED BUSINESS TO BE

City of Reno

CITY CLERK

EXPIRATION DATE:

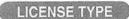
05/31/2021

LICENSE #:

R119071A

Annual License

W039855A-LIC



General Business License

LOCATED AT

THIS CERTIFIES THAT IN THE NAME OF



Expires on 01/31/2022

LICENSE FEE PAID

This license cannot be transferred or assigned. It is valid only for the licensee and location shown below.

ROUNDABOUT CATERING & PARTY RENTALS MBP ENTERPRISES 631 DUNN CIR, SPARKS, NV

ROUNDABOUT CATERING & PARTY RENTALS MBP ENTERPRISES 631 DUNN CIR

SPARKS, NV 89431
This license certifies that the name above has paid the required fees to the license collector of Washoe County and is hereby authorized to conduct business and is subject to the provisions of law.



ENVIRONMENTAL HEALTH SERVICES 1001 East Ninth Street . Bldg B . Reno, Nevada 89512 (775) 328-2434

HEALTH PERMIT TO OPERATE

BILLING ADDRESS:

ROUNDABOUT CATERING ATTN ACCOUNTS PAYABLE 631 DUNN CIR **SPARKS, NV 89431**

Date Issued: 04/28/2021

Expiration Date: 06/01/2022

Permit No.: H19-1915FOOD

Type of Facility:

Business Name:

ROUNDABOUT CATERING

Mobile Unit/Servicing Area

POST IN A CONSPICUOUS PLACE

OWNED and OPERATED BY:

MBP ENTERPRISES

FACILITY LOCATION:

631 DUNN CIR, SPARKS, NV 89431

Permits are not transferable from person to person or place to place.

This permit certifies that the indicated facility has been found to be operating in conformity with the health laws and regulations promulgated by the Nevada State Board of Health and the Washoe County District Board of Health. This Permit is revocable at any time by the Washoe County District Health Officer for the failure on the part of the owner/operator to meet State and Health District laws and regulations.

DIVISION DIRECTOR, ENVIRONMENTAL HEALTH SERVICES

EXHIBIT D

Transportation Plan League Annual Fashion Show and Luncheon Saturday, August 6, 2022 Prepared by: Kristin Keane

Parking and Shuttles: On-site parking at 1047 Lakeshore Drive **is not available** on Aug. 6. Guest parking is available at Sierra Nevada University, 999 Tahoe Boulevard, Incline Village, NV where ample parking and continuous shuttle service await. *Distance to venue is approximately 1/2 mile*.

Directions for Parking:

From Tahoe City

- Proceed EAST on CA-28 / N LAKE BLVD. Continue to follow CA-28 (crossing into NEVADA).
- Continue EAST on SR 28 (Tahoe Boulevard) through Incline Village until you reach Country Club
 Drive (the third traffic light in Incline Village, located past the golf course).
- Turn RIGHT onto COUNTRY CLUB DR.

Turn RIGHT at the THIRD DRIVEWAY onto the Sierra Nevada University campus (entrance located directly across from Mill Creek residential street). There is a parking lot located to your right and a loop driveway directly in front of the Tahoe Center for Environmental Sciences building where shuttles will stage.

From South Lake Tahoe

- Proceed EAST on LAKE TAHOE BLVD / US-50. Continue to follow US-50 E (Crossing into NEVADA).
- Turn LEFT onto NV-28.
- Turn LEFT onto COUNTRY CLUB DR.

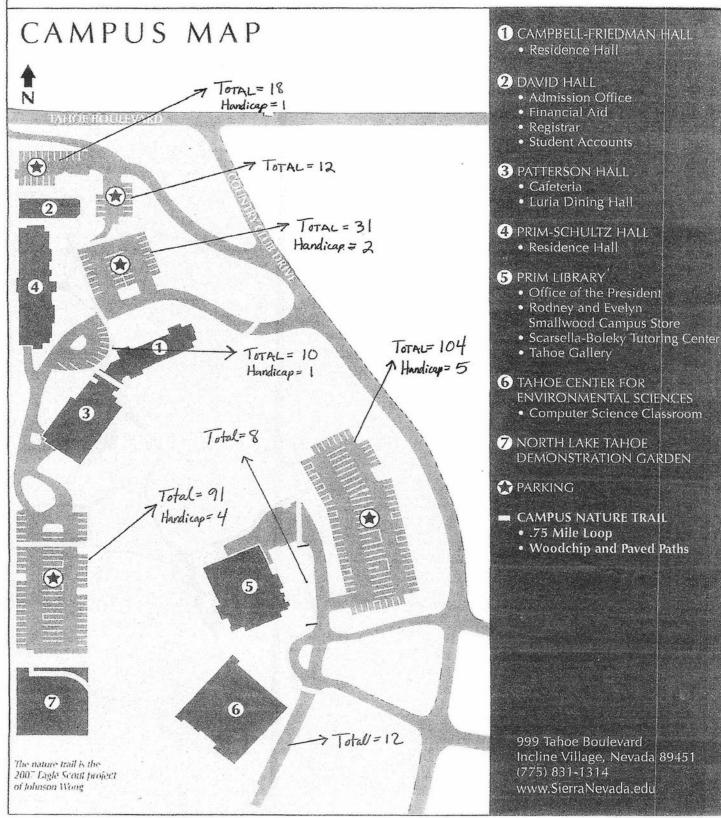
Turn RIGHT at the THIRD DRIVEWAY onto the Sierra Nevada University campus (entrance located directly across from Mill Creek residential street). There is a parking lot located to your right and a loop driveway directly in front of the Tahoe Center for Environmental Sciences building where shuttles will stage.

Traffic Control and Parking Attendants: The League will have 4 volunteers stationed at Sierra Nevada University directing traffic into the parking lots and onto shuttles as guests arrive and depart. 1 paid security officer and 1 volunteer are stationed at the head of the driveway to 1047 Lakeshore Boulevard to ensure no cars enter driveway. Shuttles buses utilize the pullout on the west side of the driveway to off-load passengers so the shuttle is not obstructing traffic.

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TOTAL SPACES = 299
RESERVED SPACES = 35
HANDICAP SPACES = 13



WADMIN22-0012
EXHIBIT D



Transportation Department P.O. Box 129 Truckee, Ca. 96160

T: 530-562-3555 | F: 530-562-1407

Date of Transfer:

8/6/2022

Prepared by: Marie Easton

DATE

Transportation Department Northstar California Resort

2/7/2022

530-562-3555

NSTransportation@vailresorts.com

Fax: 530-562-1407

Bill To:

League to Save Lake Tahoe

Kristin Keane

League to Save Lake Tahoe 2608 Lake Tahoe Blvd. South Lake Tahoe, CA 96150

Contact: Tae Kim (530) 541-5388 tae@northtahoeexecutiveshuttle.com

Re: League to Save Lake Tahoe Oscar de La Rei

Credit Card Number or Account to Bill: CID# 11682331

Description	AMOUNT
5 - 25 passenger buses for 8.5 hours (7:00am - 3:30pm) @1142.50 per bus	\$5,712.50
1 - 30 passenger bus for 8.5 hours (7:00am - 3:30pm)	\$1,270.00
Sierra Nevada College Parking Lot to 1047 Lakeshore Drive. Incline Village	
25 passenger bus, first 4 hours \$535, \$135 each additional hour.	
30+ passenger bus, first 4 hours \$595, \$150 each additional hour.	
TOTAL	\$6,982.50

^{*}Reservations require a 4 hour minimum that cannot be split

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^{*}Cancellation Policy: Free of charge until 14 days prior to transfer date. 50% of contracted price within 14 days of transfer date; 100% of contracted price within 7 days of transfer date.

^{*}All charters are billed for contracted time. Any additional time beyond the contracted time is billed at the hourly rate, rounded to the nearest half hour.

^{*}Any excessive cleanup is subject to a \$200 befouling fee.

^{*}Rates include taxes and an 18% gratuity. Additional gratuity is at the discretion of the client.

^{*}Travel time is \$118/hr and is defined as the distance from Northstar to the first pick-up location

^{*}This contract is governed by the laws of the State of California

^{*}Client and all Client passengers agree to comply with all applicable local, state, and federal public health guidelines, laws, orders, rules, and/or regulations in effect due to COVID-19. This includes, but may not be limited to, face masks/coverings required to be worn while onboard.

Google Maps Sierra Nevada College (Prim Library) to 1047 Lakeshore Drive 0.6 mile, 2 min Blvd



via Country Club Dr and Lakeshore Blvd

Best route, despite the usual traffic

via Mill Creek Rd and Selby Dr

2 min

0.4 mile

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License") is entered into this 1st day of July, 2022 between the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno, ("NSHE") and The League to Save Lake Tahoe ("Licensee").

WHEREAS, NSHE is the owner of certain real property in Washoe County, Nevada, which Licensee desires to use for vehicle parking, ("Event"), and which NSHE desires to licensee to Licensee for its use;

Whereas, the parties desire to create a short-term license with respect to this License and do not wish to create any relationship of partnership, joint venture or other association; and

NOW THEREFORE, based upon the foregoing, and in consideration of the terms and conditions of this License, and for other good and valuable consideration, NSHE and Licensee agree as follows:

- Property. Subject to the terms and conditions of this License, NSHE shall permit Licensee the right to use a certain portion of real property owned by NSHE, which property is located in Washoe County, Nevada, and is described in Exhibit "A" attached hereto ("Property") and which Property is subject to all existing easements, covenants, conditions, and restrictions of record, if any.
- 2. <u>Term.</u> The Term of this License shall be from August 6, 2022, through August 6, 2022.
 - Deposit. Waived
- 4. <u>Use Fee.</u> In consideration for the use of the Property, Licensee shall pay to NSHE the sum of Zero and 00/100 Dollars (\$0) (the "Use Fee").
- 5. <u>Use.</u> Licensee agrees to and shall use the Property for the general purposes of allowing guests, volunteers, staff and vendors to park for a nearby Event. The Licensee will provide a shuttle service on the Property in order to transport people from the parking lot to the event venue. The Licensee will not utilize the designated Environmental Science building parking area; see Exhibit B. The Licensee will have personnel at the parking facility to greet guests and ensure proper use. Licensee shall use the Property for no other use without NSHE's prior written consent which shall be withheld or given at NSHE's discretion. Licensee shall not commit or cause to be committed any waste, damage, or misuse of all or any part of the Property. Licensee shall use the Property on the following terms and conditions:

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- a. <u>Compliance with Laws.</u> Licensee shall, at its own expense, promptly and properly observe and comply with all federal, state and local laws, ordinances and regulations and Licensee shall use the Property in compliance with such laws. Licensee will adhere to all OSHA safety requirements. If for any reason Licensee's use of the Property fails to comply with any federal, state or local law and Licensee fails to bring its use within compliance within 12 hours written notice of such noncompliance, this License shall terminate upon NSHE's delivery of written notice of termination to Licensee and Licensee shall immediately pay to NSHE the full Use Fee.
- b. <u>Access</u>. Licensee shall not enter and no access shall be permitted to Licensee by NSHE to any of the buildings, facilities, or improvements existing upon the Property, nor shall any utilities be used by Licensee
- c. <u>Locks</u>. Licensee shall be responsible for the cost to repair any damaged locks, gates, fences, or NSHE property that is damaged by unauthorized entry to Property.
- d. <u>Temporary Fencing</u>. Licensee shall have the right, at its sole cost and expense, to install temporary fencing and temporary security measures on the Property. Licensee shall install such fencing and security measures only in accordance with written plans provided to NSHE prior to the commencement of the Event and approved in writing by NSHE.
- e. <u>Waste/Nuisance/Interference</u>. Licensee shall not use the Property in any manner that will constitute waste, nuisance, or unreasonable annoyance to occupants of adjacent and surrounding properties. Licensee shall keep the Property in safe, neat and clean condition at Licensee's sole expense. Licensee shall not interfere with the normal operation and activities of NSHE and Licensee shall conduct its activities on the Property to minimize damage to the Property and inconvenience to NSHE, its agents, employees and invitees.
- f. <u>Dust Abatement</u>. At all times during the term of the License, Licensee shall comply with all applicable local, state and federal ordinances, regulations and laws as to air quality and dust control and ensure that adequate and sufficient dust abatement and control is maintained.
- g. <u>Hazardous Materials</u>. Neither Licensee, nor any of Licensee's agents, contractors, employees, licensees or invitees shall at any time handle, use, manufacture, store or dispose of in or about the property any flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives or any substance (collectively "Hazardous Materials") subject to regulation by or under any federal, state and local laws and ordinances relating to the protection of the environment or the keeping, use or disposition of environmentally hazardous materials, substances, or wastes, presently in effect or hereafter adopted, all

amendments to any of them, and all rules and regulations issued pursuant to any of such laws or ordinances (collectively "Environmental Laws"). Licensee shall protect, defend, indemnify and hold NSHE harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of any actual or asserted failure of Licensee to fully comply with all applicable Environmental Laws, or the presence, handling, use or disposition in or from the Property of any Hazardous Materials, or by reason of any actual or asserted failure of Licensee to keep, observe, or perform any provision of this paragraph.

- 6. <u>Maintenance and Repairs</u>. NSHE shall deliver the Property to Licensee in an "as is" condition at the date of commencement of the term of this License. Licensee shall, at Licensee's own cost and expense, maintain and repair the Property, reasonable wear and tear excepted, and shall surrender the Property in no worse condition at the termination of this License than it was prior to Licensee's use.
- 7. <u>Insurance.</u> Licensee shall, at Licensee's sole expense, procure, maintain, and keep in force for the duration of the License the following insurance conforming to the requirements specified below.

a. Insurance Required

- 1) Workers' Compensation and Employer's Liability Insurance
 - i. Licensee shall provide proof of workers' compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required.
- 2) Commercial General Liability Insurance
 - i. Limits Required
 - 1. \$2,000,000 General Aggregate
 - 2. \$1,000,000 Products & Completed Operations Aggregate
 - 3. \$1,000,000 Personal and Advertising Injury
 - 4. \$2,000,000 Each Occurrence
 - ii. Coverage shall be on an occurrence basis and shall be at least as broad as ISO form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, and contractual liability coverage.
- 3) Business Automobile Liability Insurance
 - i. Limit required: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - ii. Coverage shall include owned, non-owned, and hired vehicles.
 - iii. Coverage shall be written on ISO form CA 00 01 or a substitute providing equal or broader liability coverage.
- b. General Requirements
 - 1) Additional Insured: On all insurance policies required by this License, the

WADMIN22-0012 EXHIBIT D Nevada System of Higher Education on behalf of the University of Nevada shall be included as an additional insured as respects to this License.

- 2) Waiver of Subrogation: Each required liability insurance policy shall provide for waiver of subrogation against Nevada System of Higher Education on behalf of the University of Nevada.
- 3) Cross-Liability: All required liability policies shall provide cross-liability coverage.
- 4) Approved Insurer: Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers rated at least A- by AM Best and having agents in Nevada upon whom service of process may be made.
- 8. <u>Indemnification.</u> Licensee shall indemnify, defend, and hold harmless NSHE, its officers, employees, and agents from and against any and all liabilities, claims, losses, costs or expenses to the person or property of another, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by Licensee or any of its officers or employees, which may occur during or which may arise out of the performance of this License, or which may occur during or which may arise out of the Event.
- 9. <u>Termination</u>. NSHE shall have the right to terminate this License at any time and for any reason. At the expiration or earlier termination of this License, Licensee shall immediately cease use of the Property.
- 10. <u>Surrender.</u> On the last day of the Term hereof, including or on any sooner termination, Licensee shall surrender the Property to NSHE in good, clean and safe condition. If NSHE determines in its discretion that Licensee, its agents or contractors have caused any damage to the Property or the Property is in need of repair in connection with the exercise of this License, NSHE shall notify Licensee of Licensee's responsibility to make such repair. Licensee shall repair and restore the Facility to its original condition as it existed at the commencement of the Term. Licensee shall perform the repair and restoration required hereunder prior to the expiration of this License, or within ten (10) days of the earlier termination of Licensee's rights hereunder. In the event that repair and restoration is performed following the termination of this License, the Licensee Indemnity and Insurance obligations in paragraphs 7 and 8 shall continue until repair and restoration is completed as provided herein.
- 11. <u>Holding Over</u>. No holdover tenancy by Licensee is allowed under this License. In the event that Licensee is in possession of the Property after the termination date, Licensee will pay to NSHE \$500.00 for each additional day that Licensee is in possession of the Property.
 - 12. <u>Assignment.</u> Licensee may not assign or sublet this License.
- 13. <u>Notices</u>. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested to the following addresses:

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WADMIN22-0012
EXHIBIT D

If to NSHE, to:

Jill Heaton Senior Vice Provost University of Nevada, Reno 1664 North Virginia Street Mail Stop 0005

Reno, Nevada 89557

With a copy to:

Mary Dugan General Counsel University of Nevada, Reno Mail Stop 0550 1664 N. Virginia Street Reno, NV 89557-0550

If to Licensee, to:

The League to Save Lake Tahoe 2608 Lake Tahoe Boulevard South Lake Tahoe, CA 96150

14. <u>Miscellaneous</u>.

- a. Licensee shall obtain any and all zoning or other approvals and permits required by law, regulation, or ordinance.
- b. This License shall be given effect and construed by application of the laws of the State of Nevada and any action or proceeding arising hereunder shall be brought in the courts of Washoe County in the State of Nevada.
- c. Nothing in this License shall be deemed in any way to create between the parties hereto any relationship of partnership, joint venture or association, and the parties hereto hereby disclaim the existence of any such relationship.
- d. No determination by any court or any other body that any provision of this License or any amendment thereof is invalid or unenforceable in any instance shall affect the validity or enforceability of any other provision hereof. Each provision shall remain valid and enforceable to the fullest extent allowed by and shall be construed wherever possible as being consistent with applicable law.
- e. This License may only be amended by a writing signed by the parties hereto.

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- f. The headings of the sections, subsections, paragraphs and subparagraphs hereof are provided only for convenience of reference and shall not be considered in construing their contents.
- g. NSHE and Licensee hereby agree that both parties were equally influential in preparing and negotiating this License and each had the opportunity to seek advice of legal counsel prior to the execution of this License. Therefore, NSHE and LICENSEE agree that no presumption should arise construing this License more unfavorably against any one party.
- h. Each writing or drawing referred to herein as being attached hereto as an exhibit or otherwise designate herein as an exhibit hereto is hereby made a part of the License.
- i. Licensee specifically warrants that 1) Licensee is duly organized and validly exists under the laws of the State of Nevada and 2) that this License has been authorized by all necessary representatives of Licensee, is validly executed by an authorized officer or agent of Licensee and is binding upon and enforceable against Licensee in accordance with its terms.

Recommended by:

Date: 25 feb 2022

University of Nevada, Reno

THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE UNIVERSITY OF NEVADA, RENO

Date: 2.25.22

By: 1/5/

Vic Redding, Vice President Administration & Finance

The League to Save Lake Tahoe

Date: 3 8

By: Mahan Megowa

Name Title ugnan McGowan

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EXHIBIT "A"

GRAPHICAL DEPICTION OF THE PROPERTY

University of Nevada, Reno (UNR), Lake Tahoe Parking Facility located at 999 Tahoe Boulevard, Incline Village, NV 89451. The red line indicates the Parking Facility described in the Agreement.



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EXHIBIT "B"

GRAPHICAL DEPICTION OF THE PROPERTY

University of Nevada, Reno (UNR), Lake Tahoe Parking Facility located at 999 Tahoe Boulevard, Incline Village, NV 89451. Licensee will not utilize the designated Environmental Science building parking area indicated.

