

DRAFT PERMIT

PROJECT DESCRIPTION: Paramedic Services Building Addition and Change of Use

APNs: 026-050-005

FILE No: ERSP2023-1003

PERMITTEE: California Tahoe Emergency Services Operation Authority (CTESOA)

COUNTY/LOCATION: City of South Lake Tahoe / 3066 Lake Tahoe Boulevard

Having made the findings required by Agency ordinances and rules, the TRPA Governing Board approved the project on April 24, 2024, subject to the standard conditions of approval attached hereto (Attachment Q), and the special conditions found in this permit.

This permit shall expire on April 24, 2027, without further notice unless the construction has commenced prior to this date and diligently pursued thereafter. Commencement of construction consists of pouring concrete for a foundation and does not include grading, installation of utilities or landscaping. Diligent pursuit is defined as completion of the project within the approved construction schedule. The expiration date shall not be extended unless the project is determined by TRPA to be the subject of legal action which delayed or rendered impossible the diligent pursuit of the permit.

NO TREE REMOVAL, CONSTRUCTION OR GRADING SHALL COMMENCE UNTIL:

- (1) TRPA RECEIVES A COPY OF THIS PERMIT UPON WHICH THE PERMITTEE(S) HAS ACKNOWLEDGED RECEIPT OF THE PERMIT AND ACCEPTANCE OF THE CONTENTS OF THE PERMIT;
- (2) ALL PRE-CONSTRUCTION CONDITIONS OF APPROVAL ARE SATISFIED AS EVIDENCED BY TRPA’S ACKNOWLEDGEMENT OF THIS PERMIT;
- (3) THE PERMITTEE OBTAINS A CITY BUILDING PERMIT. TRPA’S ACKNOWLEDGEMENT IS NECESSARY TO OBTAIN A CITY BUILDING PERMIT. THE COUNTY PERMIT AND THE TRPA PERMIT ARE INDEPENDENT OF EACH OTHER AND MAY HAVE DIFFERENT EXPIRATION DATES AND RULES REGARDING EXTENSIONS; AND
- (4) A TRPA PRE-GRADING INSPECTION HAS BEEN CONDUCTED WITH THE PROPERTY OWNER AND/OR THE CONTRACTOR.

TRPA Executive Director/Designee

Date

PERMITTEE’S ACCEPTANCE: I have read the permit and the conditions of approval and understand and accept them. I also understand that I am responsible for compliance with all the conditions of the permit and am responsible for my agents’ and employees’ compliance with the permit conditions. I also understand that if the property is sold, I remain liable for the permit conditions until or unless the new owner acknowledges the transfer of the permit and notifies TRPA in writing of such acceptance. I also understand that certain mitigation fees associated with this permit are non-refundable once paid to TRPA. I understand that it is my sole responsibility to obtain any and all required approvals from any other state, local or federal agencies that may have jurisdiction over this project whether or not they are listed in this permit.

Signature of Permittee(s) _____

Date _____

PERMIT CONTINUED ON NEXT PAGE

**TRPA FILE ERSP2023-1003
APNs 026-050-005**

Excess Coverage Mitigation Fee (1): Amount \$ _____ Paid _____ Receipt No. _____
Mobility Mitigation Fee (2): Amount \$ 3,444,40 Paid _____ Receipt No. _____
Project Security Posted (3): Amount \$ _____ Type ____ Paid _____ Receipt No. _____
Project Security Admin. Fee (4): Amount \$ _____ Paid _____ Receipt No. _____

- (1) See Special Condition 3.E below.
- (2) See Special Condition 3.F below.
- (3) See Special Condition 3.G below.
- (4) See TRPA Filing Fee Schedule.

Required plans determined to be in conformance with approval: Date _____

TRPA ACKNOWLEDGEMENT: The permittee has complied with all pre-construction conditions of approval as of this date:

TRPA Executive Director/Designee

Date

SPECIAL CONDITIONS

1. The project involves a single story, 3,180 square foot addition to an existing public service that houses the California Tahoe Emergency Services Operation Authority (CTESOA) paramedic facilities. The project will also authorize a 1,000 square foot carport to cover the ambulances and a retroactive change in use from a public service office to a local public health and safety facility. The addition will create a one-story 24-foot 8 inch tall three-bay ambulance garage, administrative offices, paramedic day use rooms, conference rooms and training rooms. The project will utilize previously existing land coverage that was removed and banked within the project area.
2. The Standard Conditions of Approval listed in Attachment Q shall apply to this permit.
3. Prior to permit acknowledgement, the following conditions of approval must be satisfied:
 - A. The final plans plan shall be revised to include:
 - (1) The permanent BMP plan shall be revised to include a slotted drain or swale located along the property line at the driveway ingress/egress to ensure runoff is directed into onsite infiltration facilities and not into the public right-of-way.
 - (2) A note indicating all existing stormwater infiltration facilities shall be cleaned and or reinstalled to maintain effectiveness.

- (3) The elevation drawings shall include a note indicating that the existing and proposed structures, including the garage roll up doors, will be painted a TRPA approved color.
- (4) Temporary erosion control BMPs for the proposed fire sprinkler service connection trench.
- B. The final plans shall demonstrate how new combustion appliances conform to the air quality standards found in Subsection 65.1.4 and other applicable provisions of the TRPA Code. TRPA emission standards shall be noted and compared to the published emissions from proposed devices such as, but not limited to, water heaters and central furnaces.
- C. The permittee shall provide evidence that all basic service requirements for minimum fire flow will be met or exceeded in accordance with Section 32.4.A., Table 32.4.2-1 of the TRPA Code and local fire code requirements. Final plans shall show approval from the applicable fire district.
- D. A BMP INSPECTION AND MAINTENANCE PLAN shall be submitted detailing necessary maintenance activity and schedules for all BMPs installed on the property, including the existing lodge. All BMPs shall be maintained subject to the INSPECTION AND MAINTENANCE PLAN approved as part of this permit. All maintenance activities shall be recorded in a corresponding maintenance log. This log shall be maintained for the life of the property and made available for inspection by TRPA staff. If this log is not complete, TRPA will assume that maintenance has not been performed and reserves the right to revoke the BMP Certificate of Completion.
- E. The affected property has 102,651 square feet of excess land coverage. The permittee shall mitigate a portion or all of the excess land coverage on this property by removing coverage within Hydrologic Transfer Area 4 – South Stateline or by submitting an excess coverage mitigation fee.

To calculate the amount of excess coverage to be removed, use the following formula:
Estimated project construction cost multiplied by the fee percentage of .04% (as identified in Table 30.6.1-2 of Subsection 30.6.1.C.3, Chapter 30 of the TRPA Code of Ordinances) divided by the mitigation factor of 8. If you choose this option, please revise your final site plans and land coverage calculations to account for the permanent coverage removal.

An excess land coverage mitigation fee may be paid in lieu of permanently retiring land coverage. The excess coverage mitigation fee shall be calculated as follows:
Coverage reduction square footage (as determined by formula above) multiplied by the coverage mitigation cost fee of \$8.50 for projects within Hydrologic Transfer Area 4, South Stateline. Please provide a construction cost estimate by your licensed contractor, architect or engineer. In no case shall the mitigation fee be less than \$200.00.

- F. The permittee shall submit a \$3,444.40 mobility mitigation fee.
- G. The security required under Standard Condition A.3 of Attachment Q shall be determined upon the permittee's submittal of required Best Management Practices Plan(s) and related cost estimate(s). Please see Attachment J, Security Procedures, for appropriate methods of posting the security and for calculation of the required security administration fee.

- H. The permittee shall submit a final exterior lighting plan consistent with the requirements of the TRPA Code of Ordinances.
 - I. The permittee shall submit final building color and material samples for the existing carport and the proposed addition.
 - J. The permittee shall submit final building material storage and construction equipment staging plans.
 - K. The permittee shall submit a project construction schedule.
 - L. The permittee shall submit final construction plans.
4. If a prehistoric archeological site (such as midden soils, stone tools, chipped stone, baked clay, or concentrations of shell or bone) or a historic-period archaeological site (such as structural features, concentrated deposits of bottles, or other historic refuse) is uncovered during grading or other construction activities, all ground-disturbing activity within 100 feet of the discovery shall be halted until a qualified archaeologist can assess the significance of the find. TRPA will be notified of the potential find and a qualified archaeologist shall be retained to investigate its significance. If the find is a prehistoric archeological site, the appropriate Native American group shall be notified. Any previously undiscovered resources found during construction will be recorded on appropriate California Department of Parks and Recreation 523 forms and evaluated for significance under all applicable regulatory criteria. If the archaeologist determines that the find does not meet the CRHR standards of significance for cultural resources, construction may proceed. If the find is determined to be significant by the qualified archaeologist (i.e., because the find is determined to constitute either an historical resource, a unique archaeological resource, or tribal cultural resource), the archaeologist shall work with the permittee to follow accepted professional standards such as further testing for evaluation or data recovery, as necessary. If artifacts are recovered from significant historic archaeological resources, they shall be housed at a qualified curation facility. The results of the identification, evaluation, and/or data recovery program for any unanticipated discoveries shall be presented in a professional-quality report that details all methods and findings, evaluates the nature and significance of the resources, and analyzes and interprets the results.
5. Excavations are limited to 5 feet in depth.
6. All utility connections for the proposed project shall be undergrounded.
7. All surplus construction waste materials shall be removed from the project and deposited only at approved points of disposal.
8. The construction of a concrete washout facility is prohibited unless approved in writing by a TRPA Environmental Specialist.
9. This approval is based on the permittee's representation that all plans and information contained in the subject application are true and correct. Should any information or representation

submitted in connection with the project application be incorrect or untrue, TRPA may rescind this approval, or take other appropriate action.

10. Any normal construction activities creating noise in excess of the TRPA noise standards shall be considered exempt from said standards provided all such work is conducted between the hours of 8:00 A.M. and 6:30 P.M.
11. To ensure noise levels don't exceed daytime noise standards, outdoor speakers shall be tuned at combined noise levels not to exceed 70 dBA Leq.
12. The permittee is responsible for ensuring that the project, as built, does not exceed the approved land coverage figures shown on the site plan. The approved land coverage figures shall supersede scaled drawings when discrepancies occur.
13. This site shall be winterized in accordance with the provisions of Attachment Q by October 15th of each construction season.
14. Grading is prohibited any time of the year during periods of precipitation and for the resulting period when the site is covered with snow, or is in a saturated, muddy, or unstable condition.
15. All Best Management Practices shall be maintained in perpetuity to ensure effectiveness which may require BMPs to be periodically reinstalled or replaced.
16. Any change to the project requires approval (except for TRPA exempt activities) of a TRPA plan revision permit prior to the changes being made to any element of the project (i.e. structural modifications, grading, BMPs, etc.). Failure to obtain prior approval for modifications may result in monetary penalties.
17. Temporary and permanent BMPs may be field-fit as appropriate by the TRPA inspector. Parking barriers may be required at the discretion of the inspector.
18. Fertilizer use shall be in accordance with the Fertilizer Management standards in TRPA Code 60.1.8.
19. Excavation equipment is limited to approved construction areas to minimize site disturbance. No grading, excavation, storage or other construction related activities shall occur outside the area of disturbance.
20. The permittee shall prepare and provide photographs to the TRPA Compliance Inspector that have been taken during construction that demonstrate any subsurface BMPs or trenching and backfilling proposed on the project have been constructed correctly (depth, fill material, etc.).
21. To the maximum extent allowable by law, the Permittee agrees to indemnify, defend, and hold harmless TRPA, its Governing Board (including individual members), its Planning Commission (including individual members), its agents, and its employees (collectively, TRPA) from and against any and all suits, losses, damages, injuries, liabilities, and claims by any person (a) for any injury (including death) or damage to person or property or (b) to set aside, attack, void, modify, amend, or annul any actions of TRPA. The foregoing indemnity obligation applies,

without limitation, to any and all suits, losses, damages, injuries, liabilities, and claims by any person from any cause whatsoever arising out of or in connection with either directly or indirectly, and in whole or in part (1) the processing, conditioning, issuance, administrative appeal, or implementation of this permit; (2) any failure to comply with all applicable laws and regulations; or (3) the design, installation, or operation of any improvements, regardless of whether the actions or omissions are alleged to be caused by TRPA or Permittee.

Included within the Permittee's indemnity obligation set forth herein, the Permittee agrees to pay all fees of TRPA's attorneys and all other costs and expenses of defenses as they are incurred, including reimbursement of TRPA as necessary for any and all costs and/or fees incurred by TRPA for actions arising directly or indirectly from issuance or implementation of this permit. TRPA will have the sole and exclusive control (including the right to be represented by attorneys of TRPA's choosing) over the defense of any claims against TRPA and over their settlement, compromise, or other disposition. Permittee shall also pay all costs, including attorneys' fees, incurred by TRPA to enforce this indemnification agreement. If any judgment is rendered against TRPA in any action subject to this indemnification, the Permittee shall, at its expense, satisfy and discharge the same.

END OF PERMIT