

**Attachment B
DRAFT PERMIT**

PROJECT DESCRIPTION: Cross Country Ski Lodge Modification

APNs: 093-600-001, 093-160-036 & 093-160-064

FILE No: ERSP2018-0878

PERMITTEE: Tahoe Cross Country Ski Education Association

COUNTY/LOCATION: Placer County / 3001 Polaris Road, Tahoe City

Having made the findings required by Agency ordinances and rules, the TRPA Governing Board approved the project on August 23, 2023, subject to the standard conditions of approval attached hereto (Attachment Q), and the special conditions found in this permit.

This permit shall expire on August 23, 2026, 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 ERSP2018-0878
APNs 093-600-001, 093-160-036 & 093-160-064

Water Quality Mitigation Fee (1): Amount \$137,208.48 Paid _____ Receipt No. _____

Mobility Mitigation Fee: (2) Amount \$7,412.00 Paid _____ Receipt No. _____

Off-site Coverage Mitigation Fee (3): Amount \$7,369.50 Paid _____ Receipt No. _____

Project Security Posted (4): Amount \$ _____ Type ____ Paid _____ Receipt No. _____

Project Security Admin. Fee (5): Amount \$ _____ Paid _____ Receipt No. _____

- (1) See Special Condition 3.F below.
- (2) See Special Condition 3.G below.
- (3) See Special Condition 3.E below.
- (4) See Special Condition 3.H below.
- (5) 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. This permit authorizes the relocation of the Tahoe Cross-County Lodge use to a new location within the project area and will utilize the "old Tahoe" Schilling Lodge residence that was deconstructed and donated to the TCCSEA. No changes are proposed to the existing Highlands Park trail system or adjacent trails on state property and no increase in recreation use is proposed.

The proposed Tahoe Cross-Country Lodge would be owned by TCCSEA and operated under a lease agreement for the underlying TCPUD land. The current Highlands Community Center would be retained with limited existing uses continued.

The specific project details are:

- New structure 10,365 sq. ft. with entrance/ticket area, rental equipment space, locker room with a single shower, waxing room, first aid room, recreation retail, café kitchen and café front, restrooms, staff offices, youth ski/mountain bike team room, secure storage, and reconstructed historic rooms including Great Room, Dining Room, Mezzanine, and Community Room.

- New parking lot with 70 spaces (including six carpool only parking spaces), six Americans with Disabilities Act (ADA) accessible spaces, six EV charging spaces, and two school bus pull-out spaces. A connector driveway to the existing North Tahoe High School allows shared parking to meet total project peak parking requirement of 100 spaces.
- 98 solar panels in three locations.
- Retain limited community uses at the Highlands Community Center.

Operation of the relocated and expanded facility follows direction provided in the Tahoe Cross Country Lodge Management Plan (2021). Following extended collaboration and negotiation with neighbors and the broader community, the project incorporates specific limits on the nature and number of special events held at the proposed facility. TCCSEA and TCPUD agree to maintain the existing community-oriented character of events and limit the size and number as follows:

- Outdoor Recreation Events: one winter and one summer event, not to exceed 500 people except for the Great Ski Race, an existing long-time event that is the primary fundraiser for Tahoe Nordic Search and Rescue. Established events to relocate to new location: one winter (Great Ski Race).
- Large Special Events: not to exceed seven events per year or 250 people/event. Existing events in this category to relocate to new location: two winter (Alpenglow 20k, Olde Skool Race), one summer (Great Trail Race), one off season (ski swap).
- Gatherings: approximately 80 people each, not to exceed 57 per year (including community and private events). Established events to relocate to new location: two winter (Laser Biathlon, lecture series), two off season (trail workday, lecture series), three summer (summer camp, lecture series, homeowner meeting).
- Small Meetings: approximately 15 people each, not to exceed 27 per year (including community and private meetings). Established groups who use facility that will relocate to new location: all seasons combined (Boy Scouts, trail running club, mountain bike groups, reading group)
- TCCSEA will not engage in the retail sale of alcoholic beverages. (Special events can sell alcoholic beverages under provisions of a one-day ABC permit as allowed by State law.)

The project will utilize Class 6 allowable land coverage and includes a 12-foot, four-inch excavation. A total of 168 trees targeted for removal within the development footprint and additional trees shall only be removed for defensible space purposes and for the protection of life and property (hazard trees).

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) Sand and oil separators for parking lot pre-treatment systems.
 - 2) A note indicating: "Dust control measures shall be in place during construction. Broadcast mulch shall not be permitted as a dust control measure within 35 feet of structures."
 - 3) Designated snow storage area.
- 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 permittee shall submit a \$7,369.50 off-site coverage mitigation fee based on the creation of 867 square feet of off-site land coverage ($\$8.50 \times 867 \text{ sq. ft.} = \$7,369.50$).
 - F. The permittee shall submit a \$137,208.48 water quality mitigation fee based on the creation of 73,768 square feet of new land coverage ($\$1.86 \times 73,768 = \$137,208.48$).
 - G. The permittee shall submit a \$7,412.00 Mobility Mitigation fee based on the creation of 73,768 square feet of new land coverage ($\$21.80 \times 340 = \$7,412.00$).
 - H. The security required under Standard Condition A.3 of Attachment R 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.
 - I. The permittee shall submit a Dust Control Plan to be implemented during construction.
 - J. The permittee shall submit a final exterior lighting plan consistent with the requirements of the TRPA Code of Ordinances.
 - K. Provide elevation details solar array

- L. The permittee shall submit final building color and material samples.
 - M. The permittee shall submit final building material storage and construction equipment staging plans.
 - N. The permittee shall submit a BMP retrofit plan and schedule for the existing lodge/community center building and parking lot.
 - O. The permittee shall submit a final signed shared parking agreement with the North Lake Tahoe High School District.
 - P. The permittee shall submit a project construction schedule.
 - Q. The permittee shall submit final construction plans.
4. The permittee shall limit the number of events at the existing lodge site to the events listed in the table below to ensure consistency with the traffic analysis. The permittee shall maintain a list of types of events held, number of attendees and number of events held each year and shall provide the list to TRPA upon request.

Type	Number of Attendees	Number of Events
Winter Events		
Meeting Room	20	8
Lounge	80	4
Lounge - Dinner	50	4
Spring Events		
Meeting Room	20	1
Lounge - Dinner	50	1
Summer		
General Gatherings	15	21
Fall		
Other Events	250	1
Meeting Room	20	3
Lounge - dinner events	50	1

- 5. Prior to the opening of the new lodge the permittee shall discontinue all use of the existing lodge/community center except as specified in the project description to ensure Vehicle Miles Travelled (VMT) is consistent with the traffic analysis prepared for the project. Any proposed future use of the existing ledge/community center building beyond the approved type and amount of approved use is contingent upon review and approval of a TRPA Change in Operation application.
- 6. All tree removal activities shall be consistent with the Tree Removal Plan prepared by Kevin Whitlock, Registered Professional Forester # 2436 dated June 29, 2023.

7. 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.
8. Excavations are limited to 14 feet four inches below ground surface pursuant to the TRPA Soils Hydrologic Waiver LCAP2022-0741.
9. Creation of land coverage on the adjacent North Tahoe High School requires separate review and approval which shall be obtained prior to commencement of construction activities associated with the new lodge.
10. The hosting of weddings or wedding receptions at the new or existing lodge is prohibited.
11. All utility connections for the proposed project shall be undergrounded.
12. All surplus construction waste materials shall be removed from the project and deposited only at approved points of disposal.
13. The construction of a concrete washout facility is prohibited unless approved in writing by a TRPA Environmental Specialist.
14. New signs are subject to Placer County review and approval in accordance with the Placer County/TRPA MOU.
15. 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.

16. 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.
17. 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.
18. 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.
19. This site shall be winterized in accordance with the provisions of Attachment Q by October 15th of each construction season.
20. 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.
21. All Best Management Practices shall be maintained in perpetuity to ensure effectiveness which may require BMPs to be periodically reinstalled or replaced.
22. 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.
23. 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.
24. Fertilizer use shall be in accordance with the Fertilizer Management standards in TRPA Code 60.1.8.
25. 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.
26. 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.).
27. 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

DRAFT

Attachment C
[Site Plans & Elevations](#) (link)

Attachment D
Initial Environmental Checklist

Attachment E
V(g) Findings