





**APN 025-580-07**  
**FILE NO. ERSP2019-0389**

Excess Coverage Mitigation Fee (1): Amount \$ \_\_\_\_\_ Paid \_\_\_\_\_ Receipt No. \_\_\_\_\_

Scenic Monitoring Fee (2): Amount \$ 5,000.00 Paid \_\_\_\_\_ Receipt No. \_\_\_\_\_

Security Posted (3): Amount \$ 10,000.00 Type: \_\_\_\_\_ Paid \_\_\_\_\_ Receipt No. \_\_\_\_\_

Security Administrative Fee (3): Amount \$ \_\_\_\_\_ Paid \_\_\_\_\_ Receipt No. \_\_\_\_\_

**Notes:**

- (1) See Special Condition 3.I., below.
- (2) See Special Condition 3.J., below.
- (3) See Special Condition 3.K., below.

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 and is eligible for a county building permit:

\_\_\_\_\_  
TRPA Executive Director/Designee

\_\_\_\_\_  
Date

***SPECIAL CONDITIONS***

1. The project specifically authorizes the construction of a new cellular communications tower on a parcel with existing commercial development in South Lake Tahoe, California. The proposed tower is a monopine similar in color and form to trees (Jeffrey Pine) in the immediate vicinity to help ensure the tower does not result in impacts to scenic quality. The top of the upper most cell panels will be at a height of 107 feet, at the uppermost portion of the monopine pole. Faux branches will five feet above the top of the pole to a height of 112 feet. Currently, Verizon Wireless is proposing the project for its use. Verizon committed to seeking additional providers to be added to the tower. Only Verizon is proposed at this time, with the potential for another carrier. The project also includes an equipment shelter to be located adjacent to the tower. The project will require approximately 736 square feet of coverage, which will be relocated from elsewhere on the parcel. No new coverage will be added as a result of the project. The equipment shelter and pad include a 30kW diesel generator and a 132-gallon diesel fuel tank. Pursuant to Special Condition 3.K., below, TRPA will require long-term maintenance of the scenic quality of the monopine tower. The monopine's design requires an excavation depth of 7' 6" below ground surface, which has been approved by TRPA (#LCAP2019-0189). The parcel has been certified for Best Management Practices (BMPs) (Certificate #10772, October 17, 2008). BMPs will be adjusted as necessary to accommodate the project, and maintenance of existing BMPs will be required.

This review is based on the most recent set of plans received on September 29, 2021.

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. Page C-1: Site Survey: Some of the coverage numbers on this page are inconsistent with numbers shown on other pages. The coverage table, below, reflects the land coverage numbers as they were most recently conveyed. Please update with the appropriate numbers and assure consistency across the multiple site plans provided.

Total Lot area:	84,411 square feet
• Class 1b (16,735 sf; 1%)	167
• Class 1a (67,676 sf; 1%):	677
Base Allowable Coverage:	844 square feet

	Coverage (square feet)	
	Existing / Previously Approved <sup>1</sup>	Proposed <sup>2</sup>
<u>Class 1b:</u>		
Buildings	1,166	1,166
Asphalt	3,640	3,640
Concrete Walkways	921	921
Class 1b Subtotal:	5,727	5,727
<u>Class 1a:</u>		
Buildings	3,663	3,153
Asphalt	6,403	6,403
Paved Parking (Needle Peak)	170	0
Concrete Walkways	2,945	2,900
Snack Shack	64	0
Expanded Equipment Shelter	0	432
Cell Tower Footing	0	304
Class 1a Subtotal:	13,245	13,192
Total Coverage, Class 1a and 1b:	18,972	18,919
Banked Class 1a:	0	53
TOTAL:	18,972	18,972

NOTES:

- 1) Existing coverage was verified per TRPA File #VBOC2021-0164. The 2021 verification was a correction to TRPA File #20040472STD. Coverage has not changed. The 2021 verification reflects more accurate coverage accounting and measurements as reflected in 2020 survey.
- 2) "Proposed Coverage" presumes the removal of "Building #1" (192 square feet), "Shed" (318 square feet), 45 square feet of "concrete sidewalk" associated with Shed, a small portion of Paved Parking along Needle Peak (which was verified and already removed), and the snack shack (which was already removed) in Class 1a.

- B. Page BMP-1: Erosion Control Plans, Best Management Practices, Notes, Legend and Details:
- (1) Please identify a construction staging area. Construction staging shall occur on a paved surface and have appropriate temporary Best Management Practices (BMPs).
  - (2) Please include a BMP calculation spreadsheet for BMPs related to the project, printed in color. This can be provided separately.
- C. Page A-1: Site Plan: See Special Condition 3.A., above. Please populate coverage table with appropriate numbers and assure consistency among the various site plans.
- D. Page A1.1: Existing Site Plan: As per above, please assure consistent land coverage numbers among the site plans.
- E. Pages A-3 and A-4 (Elevations) shall be revised to reflect the following:
- (1) A monopine trunk (within structural limitations), with a textured tree bark-like exterior.
  - (2) A monopine tree branch configuration.
  - (3) Add note stating: "The monopine tower shall be constructed and maintained to integrate with the surrounding pine forest and shall emulate, to the greatest extent feasible, the natural appearance of the surrounding forest with respect to; bark, branch and needle color, trunk color, detail, and taper, branch and needle density, and branch taper."
  - (4) Add note stating: "Antenna sock covers that match the surrounding forest color and pine needle density shall be installed on all antennas and maintained and/or replaced as needed."
- F. Please provide final engineering drawings, including a detailed foundation design. TRPA has approved an excavation depth of 7 feet 6 inches below ground surface (bgs). If the final design includes an excavation depth deeper than that, the applicant shall submit a new soils-hydro application to TRPA, seeking approval for the proposed excavation depth. TRPA shall approve the excavation prior to stamping final plans.
- G. The permittee shall submit final proposed monopine bark and needle samples. The material samples shall demonstrate the proposed monopine colors and textures will integrate with the surrounding pine forest and shall be subject to approval by TRPA staff. Final color and material samples shall also be submitted for the proposed equipment shelter.
- H. Final construction elevation drawings shall include a random tree branch and pine needle density and configuration, to be approved by TRPA prior to installation.

- I. The affected property previously has approximately 18,128 square feet of unmitigated 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 5 – South Stateline (California side), 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 3.00% (as identified in Table 30.6.1-2 of Subsection 30.6.1.C.3. 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 per square foot for projects within Hydrologic Transfer Area 5 – South Stateline (California side). If you choose this option, 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

- J. The applicant shall submit a scenic monitoring fee of \$5,000. This fee shall cover the cost of TRPA's oversight to assure maintenance of the scenic quality of the tower. TRPA staff will inspect the tower every two years for the first ten years after passing final inspection. These inspections shall include review of the quality of the branches and bark of the tower. If the scenic quality of the tower has substantially degraded (e.g., branches or bark have fallen off, needles have substantially fallen off and/or faded from the original color, etc.), the applicant shall make improvements to bring the tower back to a level consistent with original approval. Any future project related to the tower shall also provide additional opportunity to make improvements to the tower.
  - K. The Security required under Standard Condition I.2 of Attachment Q shall be \$10,000.00. Security shall be released upon completion of the project, installation of permanent BMPs and satisfaction of all permit conditions. Please see Attachment J, Security Procedures, for appropriate methods of posting the security and the applicable security administration fee.
  - L. The permittee shall submit three final sets of plans to TRPA. If submitting electronically (preferred), only one set is required.
4. All BMP details and specifications shall be consistent with the TRPA Handbook of Best Management Practices. All BMP handbook details and information sheets can be viewed and downloaded at <http://www.tahoebmp.org/BMPHandbookCh4.aspx>. If sub-surface infiltration facilities are proposed, it will be necessary to submit photo documentation of sub-surface infiltration systems prior to issuance of a BMP Certificate of Completion. The photographs shall clearly show that the infiltration systems have been installed as specified on TRPA approved plans.

5. Prior to security release photos shall be provided to TRPA taken during the construction of any subsurface BMP's or of any trenching and backfilling with gravel.
6. Temporary and permanent BMPs may be field fit by the Environmental Compliance Inspector where appropriate.
7. All Best Management Practices shall be maintained in perpetuity to ensure effectiveness which may require BMPs to be periodically reinstalled or replaced.
8. Existing natural features outside of the building site shall be retained and incorporated into the site design to the greatest extent feasible. The site shall be designed to avoid disturbance to rock outcrops and to minimize vegetation removal and maintain the natural slope of the project site.
9. TRPA reserves the right to amend any portion of this permit or construction operation while in progress if it is determined that the project construction is causing significant adverse effects.
10. To the maximum extent allowable by law, the Permittee agrees to indemnify, defend, and hold harmless TRPA, its Governing Board, its Planning Commission, 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, 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. 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