

## **Board of Adjustment Staff Report**

Meeting Date: June 6, 2024

Agenda Item: 8B

### ADMINISTRATIVE PERMIT CASE NUMBER:

BRIEF SUMMARY OF REQUEST:

STAFF PLANNER:

WADMIN24-0003 (League to Save Lake Tahoe Fashion Show and Luncheon)

Approval of an administrative permit for a one-day outdoor community event

Courtney Weiche, Senior Planner Phone Number: 775.328.3608 E-mail: cweiche@washoecounty.gov

### **CASE DESCRIPTION**

For hearing, discussion, and possible action to approve an administrative permit for an outdoor community event with associated conditions. The application was 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 3, 2024, from 10 a.m. until 3 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 475 people, which includes 50 support persons, will take part in the event.

		SUBJECT SITE	
Applicant:	League to Save Lake Tahoe		ANA
Property Owners:	KWS Nevada Residential LLC and Lakeshore Trust		K K L
Location:	1047 and 1055 Lakeshore Boulevard, Incline Village, NV	Inter Trines	
APNs:	130-230-14, -16 & -17	Lake Tahoe	
Parcel Size:	$\pm 6.18$ acres, $\pm 3.58$ acres and $\pm 1$		
	acre		
Master Plan:	Tahoe	Vicipity	Mon
Regulatory Zone:	Mill Creek	Vicinity	<u>Map</u>
Area Plan:	Tahoe		
Development Code:	Authorized in Article 808, Administrative Permits		
Commission District:	1 – Commissioner Hill		

## 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 Washoe County Board of Adjustment approve Administrative Permit Case Number WADMIN24-0003 for League to Save Lake Tahoe Annual Fashion Show and Luncheon, with the conditions of approval contained in Exhibit A, having made all five findings in accordance with Washoe County Development Code Section 110.808.25.					
(A)	Action with Findings on Page 8)				

(Motion with Findings on Page 8)

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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 WADMIN24-0003 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 located within the Tahoe - Mill Creek regulatory zone. Outdoor community events are permissible as a temporary use in all regulatory zones within unincorporated Washoe County (WCC Section 25.269). Events with between 300 and 999 persons on any one day of the event are subject to approval of a business license and an administrative permit (WCC Section 25.272.2; WCC 110.310.20). The applicant is seeking approval of an administrative permit by the Board of Adjustment.

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. (WCC 25.013).



## Vicinity Map



<u>Site Plan</u>

### Project Evaluation

The applicant, League to Save Lake Tahoe, is seeking approval of an administrative permit 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.

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 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 University and be taken to the event site by shuttle, approximately ½ mile from the event site.

There will be amplified sound associated with the event. The event will take place on Saturday, August 3, 2024, between 10am and 3pm. 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. The 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
NV Water Resources	×	×		
Washoe County Building & Safety	×			
Washoe County Sewer	×			
Washoe County Traffic	×			
Washoe County Water Rights Manager (All Apps)	×	×		
WCSO Law Enforcement	×			
Washoe County Engineering (Land Development) (All Apps)	×	×		
Washoe County Engineering & Capital Projects Director (All Apps)	×			
NNPH Air Quality	×			
NNPHEMS	×	X		
NNPH Environmental Health	×	×		
NNPH Special Events	×			
Incline Village Roads	×			
IVGID	×	X	X	Tim Buxton, tim_buxton@ivgid.org
North Lake Tahoe FPD	×	X	X	Ryan Sommers, rsommers@nltfpd.net; John James,
Tahoe Regional Planning Agency	×			
Tahoe Transporation District	×			

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) <u>Consistency.</u> That the proposed use is consistent with the action programs, policies, standards and maps of the Master Plan and the Tahoe Area Plan.

<u>Staff Comment:</u> There are no policies or action programs that prohibit the approval of a temporary event of this nature in the Tahoe Area Plan. The event furthers the goal of Area Plan Policy LU7-2 Special Events: "Encourage appropriate community events and special events within the planning area."

(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.

<u>Staff Comment:</u> The applicant has addressed the applicable requirements for providing temporary power, sanitation, water and parking for the temporary, one-day, event.

(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.

<u>Staff Comment:</u> 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.

<u>Staff Comment:</u> 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) <u>Effect on a Military Installation.</u> Issuance of the permit will not have a detrimental effect on the location, purpose or mission of the military installation.

<u>Staff Comment:</u> 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**

After a thorough analysis and review, Administrative Permit Case Number WADMIN24-0003 is being recommended for approval, with conditions. Staff offers the following motion for the Board's consideration.

## <u>Motion</u>

I move that, after giving reasoned consideration to the information contained in the staff report and information received during the public hearing, the Washoe County Board of Adjustment approve Administrative Permit Case Number WADMIN24-0003 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) <u>Consistency.</u> That the proposed use is consistent with the action programs, policies, standards and maps of the Master Plan and 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;
- (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<br/>Kristin@keeptahoeblue.org<br/>Meghan@keeptahoeblue.orgProperty Owners:KWS Nevada Residential LLC<br/>Attn: Kern Shumacher<br/>1047 Lakeshore Boulevard<br/>Incline Village, NV 89450Lakeshore Trust<br/>Attn: Richard Sandler<br/>1045 Lakeshore Device Point
  - 1055 Lakeshore Boulevard Incline Village, NV 89450



Conditions of Approval

Administrative Permit Case Number WADMIN24-0003

The project approved under Administrative Permit Case Number WADMIN24-0003 shall be carried out in accordance with the conditions of approval granted by the Board of Adjustment on June 6, 2024. 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. <u>These conditions do not relieve</u> 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.

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, <u>cweiche@washoecounty.gov</u>

- 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 include a condition response memorandum with each subsequent permit application. That memorandum shall list each condition of approval, shall provide a narrative describing how each condition has been complied with, and the location of the information showing compliance with each condition within the improvement plan set that has been submitted.
- c. 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.
- d. The applicant shall submit complete construction plans and building permits shall be issued for the tent structures prior to August 3, 2024. 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 7, 2024. Compliance with this condition shall be determined by Planning and Building.
- e. This administrative permit shall be in effect from August 3, 2024, through August 7, 2024.
- f. The bussing tents shall be located at least 5 feet east of the westernmost property line of APN 130-230-17.
- g. Set-up and tear-down shall take place only between the hours of 8 a.m. and 7 p.m. daily.
- h. The applicant shall obtain a business license prior to July 26, 2024.
- i. Failure to comply with any of the conditions of approval shall render this approval null and void.

## 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, EHS Supervisor,775.328.2434, jenglish@washoecounty.gov

a. The applicant must submit for the appropriate temporary food permits pursuant to the Washoe County District Board of Health Regulations Governing Food Establishments.

## North Lake Tahoe 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 – John James, Fire Marshall, 775.831.0351 ext. 8131. jjames@nltfpd.net

- a. This project shall meet and comply with all requirements of currently adopted TMFPD fire codes, ordinances, and standards at the time of construction to include infrastructure for fire apparatus access roads and water supply. https://tmfpd.us/fire-code/
- b. Please review and complete the appropriate checklist and submittal form below and email it to **plans@nltfpd.net.** 
  - 1. INDOOR EXHIBITIONS, TRADE SHOWS, HOLIDAY DISPLAY PERMIT(s)
    - a. INTERIOR\_TEMP\_ACTIVITY\_PERMIT.pdf
  - 2. OUTDOOR ACTIVITY PERMIT(S)
  - c. a. Outdoor Temporary Activity Fillable.pdf

\*\*\* End of Conditions \*\*\*

From:	Program, EMS
То:	Weiche, Courtney
Cc:	Program, EMS; jjames@nltfpd.net
Subject:	FW: April Agency Review Memo I-Administrative Case Number WADMIN24-0003 (League to Save Lake Tahoe
	Fashion Show and Luncheon)
Date:	Monday, April 22, 2024 10:10:07 AM
Attachments:	image001.png

Good Morning,

The EMS Program has reviewed the April Agency Review Memo I-Administrative Case Number WADMIN24-0003 (League to Save Lake Tahoe Fashion Show and Luncheon). This event does not meet the number of persons to require EMS coverage at the event. The Program has no concerns or questions at this time based on the information provided.

NLTFPD Fire Marshall John James has been CC'd for visibility.

Thank you,





- COMMUNITY SERVICES DEPARTMENT
- DATE: April 25, 2024

TO:Courtney Weiche, Planner, Planning and Building DivisionFROM:Robert Wimer, P.E., Engineering and Capital Projects Division

SUBJECT: WADMIN24-0003 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.

From:	John James
То:	Weiche, Courtney
Subject:	Administrative Case Number WADMIN24-0003 (League to Save Lake Tahoe Fashion Show and Luncheon)
Date:	Tuesday, April 16, 2024 11:00:32 AM

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

League to Save Lake Tahoe Item #2 NLTFPD Comments: Applicant to review and complete the appropriate checklist and submit applicable forms available <u>https://nltfpd.org/special-events</u> below and email it to <u>plans@nltfpd.net</u>. If you need assistance or have questions, please feel free to call us at 775-831-0351, ext. 8131. 1. INDOOR EXHIBITIONS, TRADE SHOWS, HOLIDAY DISPLAY PERMIT(s) a. INTERIOR\_TEMP\_ACTIVITY\_PERMIT.pdf 2. OUTDOOR ACTIVITY PERMIT(S) a. Outdoor\_Temporary\_Activity\_Fillable.pdf



John James Fire Marshal Office: 775.831.0351 x8131 | Cell: 775.413.9344 Email: jjames@nltfpd.net 866 Oriole Way | Incline Village | NV 89451



Date	4-15-24
Attention	Courtney Weiche, Senior Planner
Re	Administrative Case #WADMIN24-0003 Fashion Show and Luncheon
APN	130-230-14
Service Address	1047 and 1055 Lakeshore
Owner	Malinowski Family Living Trust

Administrative Case Number WADMIN24-0003 (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 3, 2024, from 10 a.m. until 3 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 475 people, which includes 50 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
	Assessor's Parcel Number(s):	130-230-14, -16 & -17
	Parcel Size:	±6.18 acres, ±3.58 acres and ±1 acre
•	Master Plan Category:	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.

From:	Steve Shell
To:	Weiche, Courtney
Subject:	WADMIN24-0003
Date:	Monday, April 15, 2024 10:42:38 AM
Attachments:	image001.png image002.png image003.png image006.png image008.png

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

The Division of Water Resources has no comment.

As of June 1, 2021, the Office of the State Engineer is open to the public. Please call 684-2800 upon arrival and a representative will come down to escort you to our office.

Steve Shell Water Rights Specialist II Department of Conservation and Natural Resources Nevada Division of Water Resources 901 S. Stewart St., Suite 2002 Carson City, NV 89701 <u>sshell@water.nv.gov</u> (O) 775-684-2836 | (F) 775-684-2811



- Date: April 24, 2024
- To: Courtney Weiche, Senior Planner
- From: Timber Weiss, P.E., Licensed Engineer
- Re: Administrative Case Number WADMIN24-0003 (League to Save Lake Tahoe Fashion Show and Luncheon)

## **GENERAL PROJECT DISCUSSION**

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 3, 2024, from 10 a.m. until 3 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 475 people, which includes 50 support persons, to take part in the event.

## The Community Services Department (CSD) recommends approval of this project with the following Water Rights conditions:

No water rights conditions for this permit.

1001 E. 9th Street Reno, NV 89512 | P: (775) 328-3600 | F: (775) 328-3699 | washoecounty.gov



May 2, 2024

Washoe County Community Services Planning and Development Division

RE: League to Save Lake Tahoe Fashion Show; 130-230-14, 16 & 17 Administrative Permit; WADMIN24-0003

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: The WCHD has reviewed the above administrative permit and the event will be held on a parcel served by community public water and sewerage systems.
- b) Condition #2: The applicant must submit for the appropriate temporary food permits pursuant to the Washoe County District Board of Health Regulations Governing Food Establishments.

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, Janhes English REF

EHS Supervisor Environmental Health Services Washoe County Health District

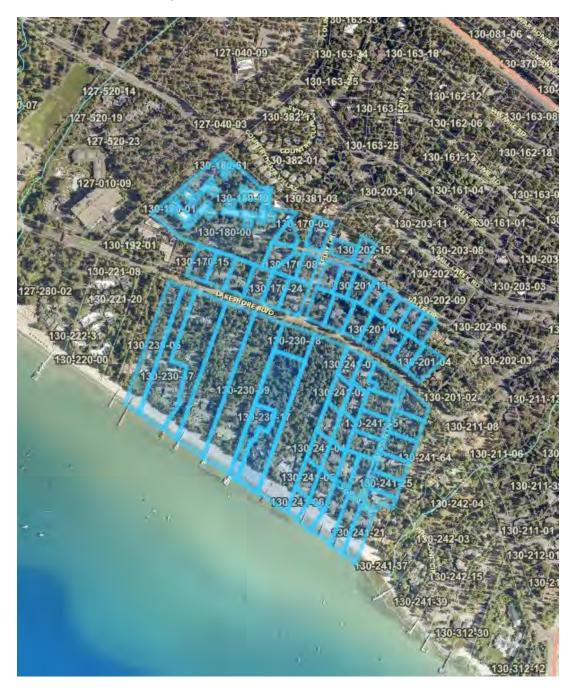


ENVIRONMENTAL HEALTH SERVICES 1001 East Ninth Street I P.O. Box 11130 I Reno, Nevada 89520 775-328-2434 I Fax: 775-328-6176 I washoecounty.us/health Serving Reno, Sparks and all of Washoe County, Nevada | Washoe County is an Equal Opportunity Employer

WADMIN24-0003 EXHIBIT B

### Public Notice

Washoe County Code requires that public notification of an Administrative Permit be mailed to a minimum of 30 separate property owners within a minimum 500-foot radius of the subject property a minimum of 10 days prior to the public hearing date. This proposal was noticed within a 750-foot radius of the subject property, noticing 57 separate property owners a minimum of 10 days prior to the public hearing date.



Public Notice Map
Administrative Permit Case Number WADMIN24-0003

## OUTDOOR COMMUNITY EVENT APPLICATION

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

					/	Application	n date:			
				Appli	icant Info	ormation				
Applicar	nt's name:	League	to Save Lake T	Tahoe						
Mailing a	address:	2608 Lak	e Tahoe Blvd S	outh Lake	e Tahoe (	CA 96150				
	500 544 -		or PO Box		City			State	Zip o	code
Phone:	530-541-5	388	(Business)				(Home)			(Cell)
	All applicant	_	de corporate off	icers or p	_			_ `	r form	
	oplicant a(n):		Corporation			rtnership		Individual	X Register	ed 501c3
		partnersh	p, list corporate			rs:				
	Name			Addre	SS				Title	
				Eve	ent Infor	mation				
Name of	f Event: L	eague to	Save Lake Taho	oe Annual	llunched	on and Be	enefit			
	of Event:		August 3, 2024					am-3:00pm		
( )			keshore Blvd, In			or operation	011			
	n of Event:				-					
			fit fachion chou						Sava Laka Ta	
Descript	tion of Event	: Ben	efit fashion shov	v and ann	iual lunci	ieon in su	ipport of	the League to	Save Lake Ta	anoe
	<i>.</i>									
	•		nt representativ				ig the ev	ent and who	has authority	/ to bind the
Will an a	admission fe	e be char	ged for your eve	ent?		🕑 Yes		🗆 No		
	lf yes, amou	nt and typ	e of fee(s):	\$1250-\$2	2250					
	When will fe	e be colle	cted?	🗵 Pr	e-sales		🗖 At er	itrance		
Approxir	mate numbe	r of partici	pants and other	persons	: 425 g	juests and	d 50 supp	oort staff		
			ners and specta							
			er of persons on			e event:	475			
	d and/or bev			D Ye						
		0	vendors must				ne Count	v Health Distr	ict permits)	
	oholic bevera	-	_				Jo Court			
		-	vendors must be				Washoe (	County Busine	ss License)	
			_		_			county Dubine		
Will ther	re be live mu	SIC?	P Y	es	🗖 No					

## OUTDOOR COMMUNITY EVENT LICENSE

<b>Insurer Informatio</b> (see Insurance, Hold Harmless & Indemn) State Compensation Insurance Fund		ents)	
Name of Insurer: <u>National Alliance of Nonprofits for Insurance, Inc.</u>	Policy number:	2023-14398	
Attach copy of insurance policy specific to event (must be furn Address of Insurer: <u>c/o Vantreo Insurance Brokerage 100 Stoney Po</u>	ished prior to the is nt Rd, Santa Rosa	suance of the CA 95401	icense)
Street City		State	Zip code
Limits of liability:see attached declarations page			
HISTORY OF SIMILAR (attach additional sheets if	-		
Describe the history of all similar events conducted, operated or promonames, types, dates, locations, permits or licenses issued.	ted by the applica	nt. Include, at a	a minimum, enent
The fashion show and luncheon have been occurring on the first Saturday			
Lake Tahoe basin. We have obtained a community event permit from Was 1047 Lakeshore Blvd, Incline Village NV for calendar years 2018-2023.	shoe County for this	event held in the	same location,
1047 Lakeshore bivd, incline v inage NV for calendar years 2018-2025.			
Vendor List (attach additional sheets if	needed)		
Name of Vendor	Type of serv	rice or product	



23

## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 12/18/2023

THIS CERTIFICATE IS ISSUED AS A M CERTIFICATE DOES NOT AFFIRMATI BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, AM	VELY	OR NCE	NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTEND OR ALT	ER THE CO	UPON THE CERTIFICATE HO	E POLICIES
IMPORTANT: If the certificate holder is If SUBROGATION IS WAIVED, subject this certificate does not confer rights to	to th	e te	rms and conditions of the	e policy, certain p	olicies may		
PRODUCER		COIL	incate noider in ned of 3d	· · · · · · · · · · · · · · · · · · ·	,		
Vantreo Insurance Brokerage			-	NAME: Susan Le	тске	FAX TOT O	
100 Stony Point Rd, Suite 160				PHONE (A/C, No, Ext): 707-54		(A/C, No): 707-5	46-2915
Santa Rosa CA 95401				E-MAIL ADDRESS: certs@v	antreo.com		
				IN	SURER(S) AFFOI	RDING COVERAGE	NAIC #
				INSURER A : State C	ompensation	Insurance Fund - SCIF	35076
INSURED			LEAGTOS-01			lonprofits for Insurance, Inc	11384
League to Save Lake Tahoe			-		TAIlance of N		11004
2608 Lake Tahoe Blvd.			-	INSURER C :			
So. Lake Tahoe CA 96158				INSURER D :			
			_	INSURER E :			
				INSURER F :			
COVERAGES CER	TIFIC	ATE	NUMBER: 1151772932			REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY F EXCLUSIONS AND CONDITIONS OF SUCH F	QUIR PERT/ POLIC	eme Ain, Cies.	NT, TERM OR CONDITION ( THE INSURANCE AFFORDE LIMITS SHOWN MAY HAVE E	OF ANY CONTRAC <sup>-</sup> D BY THE POLICIE BEEN REDUCED BY	OR OTHER	DOCUMENT WITH RESPECT TO D HEREIN IS SUBJECT TO ALL	WHICH THIS
	ADDL INSD		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS	
B X COMMERCIAL GENERAL LIABILITY	Y	Ν	2023-14398	10/1/2023	10/1/2024		0,000
CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$500	,000
						MED EXP (Any one person) \$20,0	
							0,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$2,00	0,000
X POLICY PRO- JECT LOC							0,000
OTHER:							0,000
B AUTOMOBILE LIABILITY	Ν	Ν	2023-14398	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,00	0,000
ANY AUTO						BODILY INJURY (Per person) \$	
OWNED SCHEDULED						BODILY INJURY (Per accident) \$	
AUTOS ONLY AUTOS HIRED AUTOS ONLY X AUTOS						PROPERTY DAMAGE	
AUTOS ONLY AUTOS ONLY						(Per accident) \$	
				40/4/0000	40/4/0004		
B X UMBRELLA LIAB X OCCUR			2023-14398-UMB	10/1/2023	10/1/2024	EACH OCCURRENCE \$5,00	0,000
EXCESS LIAB CLAIMS-MADE						AGGREGATE \$5,00	0,000
DED X RETENTION \$ 0						\$	
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		Ν	9072866-2023	10/1/2023	10/1/2024	X PER OTH- STATUTE ER	
ANYPROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDENT \$ 1,00	0,000
(Mandatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE \$ 1,00	0,000
If yes, describe under DESCRIPTION OF OPERATIONS below							0,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL Washoe County, NV, its officers, agents, en							ed form.
CERTIFICATE HOLDER			i I	CANCELLATION			
Washoe County, Nevada 1001 East Ninth Street Reno NV 89512			EREOF, NOTICE WILL BE D				
				Jun Jeans	h		
C C				01	088 2015 AC	ORD CORPORATION. All rig	the record

## OUTDOOR COMMUNITY EVENT AFFIDAVIT OF PROPERTY OWNERSHIP and/or PERMISSION TO CONDUCT EVENT

	being duly sworn, depose, and say that mmunity event and I do hereby:
(check appro	ppriate box)
Affirm that I am an applicant for the below na not the property or properties on which the event will	amed proposed outdoor community event and also be conducted
OF	3
ent to conduct the event on the following property or	
sessor Parcel Number(s):	(30 - 230 - 18
	Signed
jth	Fabruary 24
oscribed and sworn to before me this	day of 20 <u></u> , 20 <u></u>
1111 11 1.1.	
Shelley Working	
ary Public in and for said county and state	SHELLEY KOWALISKI Notary Public - State of Arizona
oscribed and sworn to before me this	day of Fibruary , 202

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 AFFIDAVIT OF PROPERTY OWNERSHIP and/or PERMISSION TO CONDUCT EVENT

STATE OF NEVADA

COUNTY OF WASHOE

I, <u>Richard Sandler, Trustee</u>, <u>Lakeshore Trust</u> being duly sworn, depose, 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): 130-230-14

) \$5:

Proposed Outdoor Community Event: League to Save Lake Tahoe Fashion Show and Luncheon

Signed

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_\_ 20\_\_\_\_

Motary Public in and for said county and state

My commission expires: \_\_\_\_\_

\*Owner refers to the following. Please mark the appropriate box.

OWNER/JOINT OWNER

CORPORATE OFFICER/PARTNER

D 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

	document to which this certificate not the truthfulness, accuracy, or ocument.
State of Calif <sup>o</sup> rn County of <u>Los A</u>	
Subscribed and day of <u>March</u>	sworn to (or affirmed) before me on this <u>26th</u> , <u>20 24</u> , by <u>Richard Sandler</u>
	the basis of satisfactory evidence to be the
person(s) who a	ppeared before me.

# ITDOOD COMMUNITY EVENT

		JOOR COMMUNITY EVENT		
		TATEMENT OF ASSETS		
	As of December 3	31	, <sub>20</sub> 22	
		e fully and indicate assets pledged) equired, attached supporting pages	or documents	
Curre	nt Assets Cash on hand Bank Accounts and Petty (			\$ <u>908,414.28</u>
	Cash in safe deposit box			\$
	Cash in	Location of Box		\$
	Cash in	Name, Bank and Branch		
	Cash in	Name, Bank and Branch		\$
	Accounts and notes receivable (describe Grants Payable - multi year awards due i	nature of receivable and when due)		<sub>\$</sub> _74,500
				\$
	Other current assets Undeposited Funds, Prepaid Expenses, <i>i</i>	Asset held for sale Inventory		e 819 757 94
				\$ <u>819,757.94</u>
				φ
	tments Stocks, Bonds, etc (Market value) (If close Morgan Stanley Investments LPL Financial Parasol Foundation Investment + Endow	·		\$ 5,503,411.96 \$ 221,828.10 \$ 1,377,722.90
	Investments, other than stocks and bonds	3		
				\$
				\$
				\$
Fixed	assets Real estate (Give location, description and Land 2608 Lake Tahoe Blvd + 2877 Lake			<sub>\$</sub> 323,400
	Building 2877 Lake Tahoe Blvd less accu	imulated depreciation		\$ 720,512.30
				\$
Othe	• assets Automobiles and other personal property			
	Furniture, website, construction Work-in-p	process		\$ <u>888,957.83</u>
				\$
				\$
Total	Assets			\$ <u>10,838,505.31</u>
Malia	sa Franz	Melissa Fra	nz	4 40 0004
	Name	Signature		<u> </u>

Outdoor Community Event Application

page 8

## OUTDOOR COMMUNITY EVENT STATEMENT OF LIABILITIES

			22
			_, 20 <u>22</u>
		y, indicate secured liabilities) d, attached supporting pages	s or documents
Current liabilities			
Notes payable _			\$
	Nan	ne, Bank and Branch	
	Hov		
Notes payable _	Nan		\$
	Hov		
Notes payable _	Nan	ne, Bank and Branch	\$
Due	Hov		
Notes payable _	Nam	e, Bank and Branch	\$
Due	Hov	w secured	
	able (indicate name, address a		
	-		\$
			φ¢
			φ
Accounts payab	le		<u></u> \$262,180.64
	eral Income Tax (delinquent)		
	rent year's Federal Income Tax		
	her current taxes		-
Liability for other	r delinquent taxes		φ
Mortgages payable (Li	st each mortgage separately, h	ow secured, and monthly pay	ments due thereon)
			\$
			\$
Other liabilities			
Credit Card Pa	avable		<sub>\$</sub> 39,768.55
	se Tax Payable		\$2,372.82
Accrued Vac	•		<u>\$2,072.02</u> \$83,689.39
Total Liabilities			\$ <u>366,011.40</u>
Contingent liabilities (d	lescribe)		
Contingent nabilities (d			
Melissa Franz		Meliss	a Franz 1.10.20
Print Name		Signature	e Date
		č	
Outdoor Community Eve	nt Application	page 9	December 2

PERSONAL HISTORY

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

Darcie Bea Collins			
First	Middle	Last	
ou have been known by: Darcie	e Bea Goodman		
Street	City	State	Zip Code
	Business pho	one: 530-541-5388	
usiness or employer: League t			
2608 Lake Tahoe Blvd Sc	outh Lake Tahoe CA	A 96150	
Street	City	State	Zip Code
ronmental non-profit	Position: CE	0	
is business: <u>12 years</u>			
Age:		Place of birth:	
nave lived during the last ten yea	ars:		
	City		State
	South Lake Tahoe	9	CA
	First bu have been known by: Darcie Street Usiness or employer: League t 2608 Lake Tahoe Blvd So Street ronmental non-profit is business: 12 years Age: have lived during the last ten years	First Middle Darcie Bea Goodman  Street City Business or employer: League to Save Lake Tahoe 2608 Lake Tahoe Blvd South Lake Tahoe C/ Street City ronmental non-profit Position: CE is business: 12 years Age: have lived during the last ten years: City	First       Middle       Last         Darcie Bea Goodman       Darcie Bea Goodman         Street       City       State         Street       City       State         Business phone:       530-541-5388         usiness or employer:       League to Save Lake Tahoe         2608 Lake Tahoe Blvd South Lake Tahoe CA 96150         Street       City         Street       Position:         CEO       Age:         Age:       Place of birth:         Age:       Place of birth:

I, the undersigned, have answered all questions in this application and to the best of my knowledge all answers are true and correct. I further understand that disclosure of any false, misleading or incorrect answers could result in the denial of the license. The filing of the application does not authorize the conducting of any event for which a license is required, and any carrying on of such event before a license is issued may also be grounds for denial of a license.

**Darcie Bea Collins** 

Printed name of applicant

Signature of applicant

Date

## **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)

Name

Address

Roundabout Catering 631 Dunn Circle Sparks NV 89431

Ideas Event Styling 1055 California Street, Suite San Francisco, CA 94108

Alert Security Asset Protection 401 Keitzke Lane Building M SUite 246 Reno NV 89502

Cart Barn 305 Edison Way Reno NV 89502

North Tahoe Executive Shuttle PO Box 302 Tahoe City CA 96145

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

Tom Delaney Orchestra 4797 Reno View Court Reno NY 89503

Sani-hut Po Box 7455 Reno NV 89451

Sani-hut Po Box 7455 Reno NV 89451

Incline Village Waste Managment 1076 Tahoe Blvd Incline Village NV 89451

High Sierra Gardens 866 Tahoe Blvd Incline Village NV 89451

#### **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.

IN WITNESS WHEREOF, I have executed this release a		_on the
Printed name of applicant	Signature of applicant	~
Subscribed and sworn to before me this	_ day of _ February	20 74
Notary Public in and for said county and state	CANDACE L. FAIR Notary Public - Califor E. Dorago County	
My commission expires: 02/28/2025	Commission # 23497 My Comm. Expires Feb 21	97

Outdoor Community Event Application

December 2015

CALIFORNIA ACKNOWLEDGMENT

#### CIVIL CODE § 1189

energi andalara andal I

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California	1
County of El Dorado	10
On 02/16/2024 before me,	Codoce & Fair
Date	Here Insert Name and Title of the Officer
personally appeared	va Collina
	Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Place Notary Seal and/or Stamp Above

Signature of Notary Public

	OPTI	ONAL	
	ompleting this information can a fraudulent reattachment of this in		
Description of At Title or Type of D	tached Document ocument: <u>Release</u> A2/14/24	of Clams	
Document Date:			Number of Pages:
Signer(s) Other Th	an Named Above:		
Capacity(ies) Cla	imed by Signer(s)		
Signer's Name:		Signer's Name:	
Corporate Office	er – Title(s):		er – Title(s):
🗆 Partner – 🗆 Lir	nited 🗆 General	Partner –  Limited  General	
Individual	Attorney in Fact	Individual	Attorney in Fact
Trustee     Guardian or Conservator			Guardian or Conservator
Other:		Other:	
Signer is Represer	nting:	Signer is Represe	nting:
			the second s

THE MARKET NEW POINT OF A DAMAGE AND A DAMAGE AND

©2019 National Notary Association

#### 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 Luncheon	Saturday, August 3, 2024
Name of Event	Date(s) of Event
Applicant's name (printed)	Applicant's signature
Date: 2/21/24	

09/12

### **BUSINESS LICENSE FINGERPRINT WORKSHEET**

Liquor Lo	cksmith	Massage	Pawnshop	🗷 Other 🗜	Environmental non-profil
Name of Business: _	League to Save	Lake Taho <u>e</u>			
Business Address:	2608 Lake Taho	e BLV D Sotti Lake T aho	eCA 9 61 5 0		
	Street Address		Ci	ty	Zip Code
NOTE TO APPLICAN	Г:				
Signatures of each owner County Sheriff's Office to background investigation	o forward their fin				
Records Division: Sheriff's Office: Please retain a cop	y as proof of com	pliance with Washoe C	County Code Section	25.023(2).	
The following people	need to have	fingerprints taken:			
Owner, officer	and/or director		Title	Date fingerpr taken	ints Employee's initials
Darcie Bea Collins			CEO	2/1/24	1 QA
Print Name					
Signature					
Print Name					
Signature		A.M			
Print Name					
Signature					
Print Name					
Signature					

#### **APPLICANT:**

## Please return this form back to Washoe County Business License once all the fingerprints have been taken.

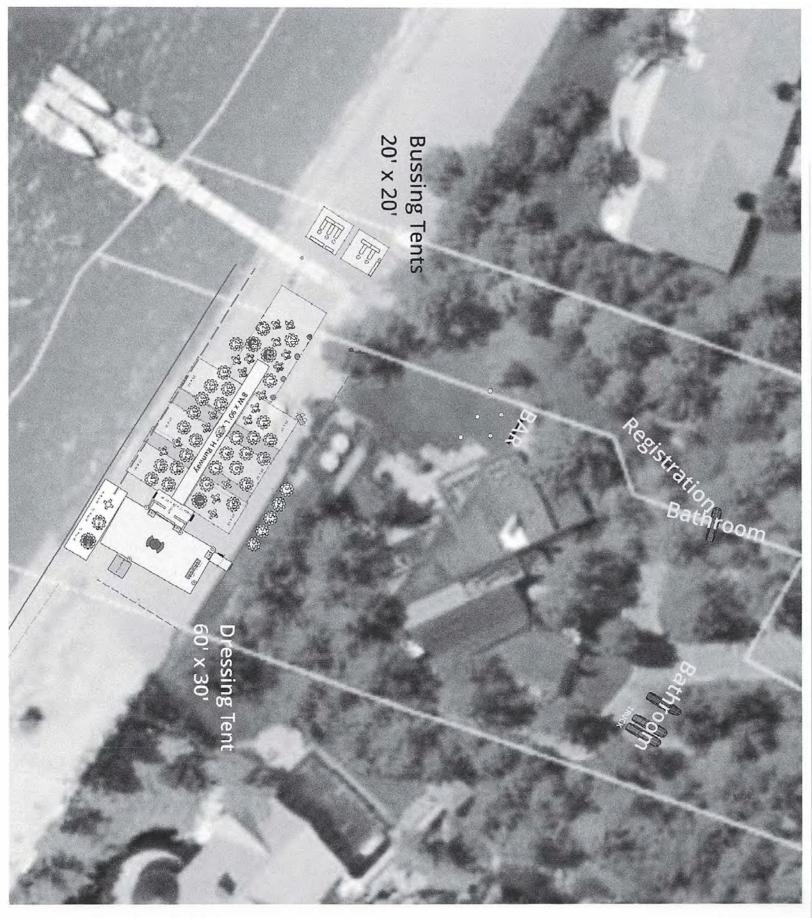
You will need to contact the Washoe County Sheriff's Office, Records Division, to determine appropriate fees for fingerprinting and any charges levied by the State of Nevada or the Federal Bureau of Investigation to complete the criminal history check [WCC 25.023(3)].

Reno Office	Incline Office
911 Parr Blvd.	625 Mount Rose Hwy.
(775) 328-3017	(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 - 8	Paramedic Confirmation
A-9-10	Restroom Facilities Order, Sani-Hut
A -11	City of Reno Business Licenses, Roundabout Catering
A-12-14	WCHD, Health Permit to Operate, Roundabout Catering
A - 15	Transportation Plan
A - 16	Parking Map at Sierra Nevada College
A - 17	Shuttle Order with passenger capacity
A - 18	Shuttle Route Map





WADMIN24-0003 EXHIBIT D

League to Save Lake Tahoe Annual Fashion Show and Luncheon 1047 Lakeshore Boulevard, Incline Village, NV Saturday, August 3, 2024 Prepared by: Kristin Keane & Jessica Urreaga

#### 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 10:00 am until 2:00 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 3, 2024.

#### 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 1 and collected August 5.

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.



SECURITY SERVICES

AGREEMENT ("Agreement")

Client's Name: <u>League to Save Lake Tahoe</u> Telephone: <u>775-348-8472</u> Address: <u>2608 Lake Tahoe Blvd.</u> City: <u>South Lake Tahoe</u> ST: <u>CA</u> ZIP: <u>96150</u> ASAP Office: <u>Reno</u> (License #1492) Telephone: <u>775-337-1616</u> Address: <u>4600 Kietzke Lane, Suite M 246</u> City: Reno ST: NV ZIP: 89502

Agreement dated as of <u>January 11, 2024</u> between <u>– League to Save Lake Tahoe –</u>having an office at <u>2608 Lake</u> <u>Tahoe Blvd., 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
 8/3/2024

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	Standard Base Rate/Overtime Rate
Security Officer	<u>\$35.00 per hour</u>

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

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

The above rates are effective until <u>December 31<sup>st</sup>, 2024</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 Assistance 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 dollars 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 thirdparty 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 negligent acts or omissions, including those relating to the hiring, trai**MADMIN24-0903** retention of Personnel by Alert Security, its agents or er**EXMIBIT D** 

(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 Client
By Kristiana Almeida

By Chief Operating Officer, League to Save Lake Tahoe (Title)

Alert	Christopher Wright
Ву	

By \_\_\_\_\_ President

(Title) AN EQUAL OPPORTUNITY EMPLOYER

> WADMIN24-0003 EXHIBIT D

#### **Dedicated EMS Standby Agreement**

THIS AGREEMENT, made this 5<sup>th</sup> day of February, 2024, 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, League to Save Lake Tahoe.

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.
- 2. 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

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

Kristiana Almeida Printed Name

**Printed Name** 

Chief Operating Officer, League to Save Lake Tahoe Title

Title

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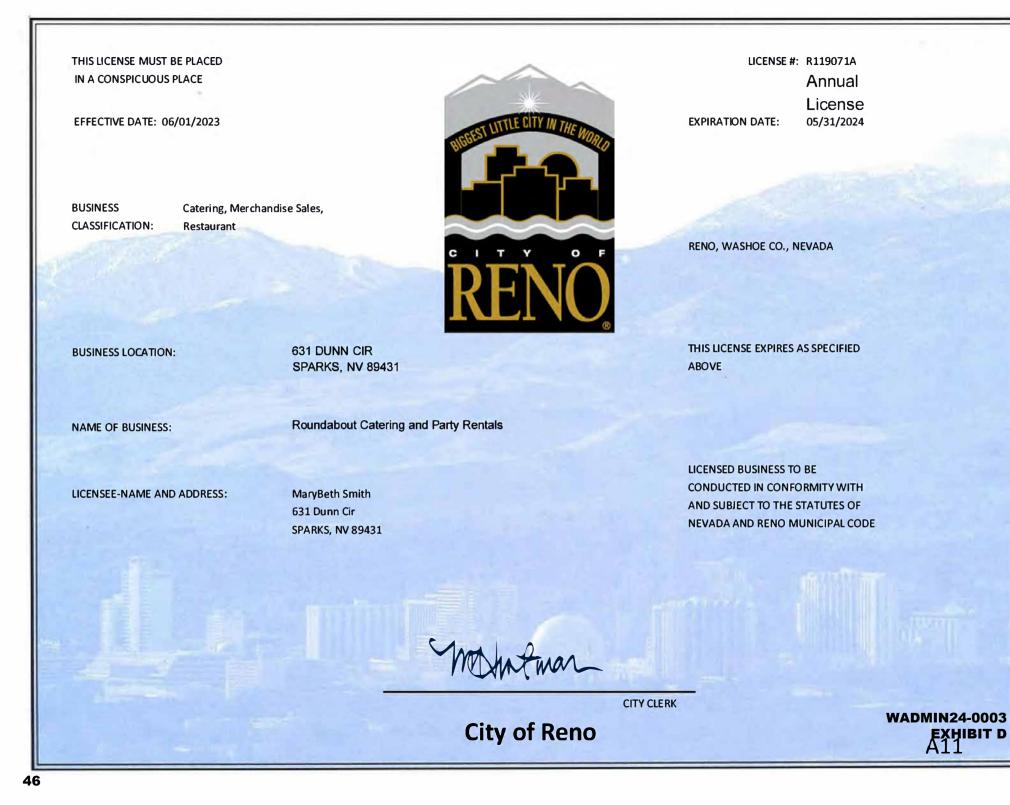


EXHIBIT D

ROUNDABOUT CATERING AND PARTY RENTALS MARYBETH SMITH 631 DUNN CIR SPARKS, NV 89431





## NEVADA STATE BUSINESS LICENSE MBP ENTERPRISES

#### Nevada Business Identification # NV20061717313 Expiration Date: 11/30/2024

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.

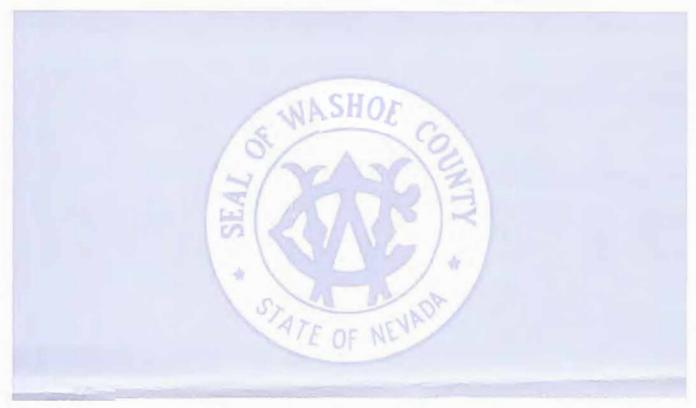
License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.



Certificate Number: B202310264070665 You may verify this certificate online at <u>http://www.nvsos.gov.</u> IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Scal of State, at my office on 10/26/2023.

VAquelan

FRANCISCO V. AGUILAR Secretary of State WADMIN24-0003 EXHIBIT D



#### LICENSE NUMBER

W039855A-LIC

LICENSE TYPE

Annual Active

THIS CERTIFIES THAT IN THE NAME OF LOCATED AT





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 89431

**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. AND REAL PROPERTY OF A DESCRIPTION OF A THE OWNER AND ADDRESS OF 1.000.00 نفتيا بيا ليتيز الخياقية بمبدي

> WADMIN24-0003 EXHIBIT D

Public Health	NORTHERN NEVADA PUBLIC MEALTH ENVIRONMENTAL HEALTH SERVICES 1001 East Ninth Street + Bidg B + Reno, Nevada 88512 (775) 328-2434
	HEALTH PERMIT TO OPERATE
BILLING ADDRESS: ROUNDABOUT CATERING & PARTY RENTALS ROUNDABOUT CATERING & PARTY RENTALS ATTN ACCOUNTS PAYABLE 631 DUNN CIR SPARG, NV 88431	TALS Date Issue: 09/29/2023 Expiration Date 10/01/2024
Permit No.: H19-1919F00D Business Name: ROUNDABOUT CATER	BISFOOD Type of Facility: ROUNDABOUT CATERING & PARTY RENTALS Support Kitchen
•	POST IN A CONSPICUOUS PLACE
OWNED and OPERATED BY: MBP ENTERPRISES FACUTY LOCATION: 631 DUNN CIR, SPARKS, NV 88431	Permits are not transferable from person to person or place to place.
This permit certifies that the indicated facility h the health laws and regulations promulgated Washee County District Board of Health. This County District Kealth Officer for the failure on Health District laws and regulations.	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 Nealth and the Washee County District Board of Health. This Permit is revocable at any time by the Washee 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, EINVIRONMENTAL MEALTH SERVICES

WADMIN24-0003 EXHIBIT D Transportation Plan League Annual Fashion Show and Luncheon Saturday, August 3, 2024 Prepared by: Kristin Keane & Jessica Urreaga

**Parking and Shuttles: On-site parking** at 1047 Lakeshore Drive **is not available** on August 3rd, 2023. 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.

### Staff & Vendor Parking

Vendor Parking will take place at Cornerstone Church at 300 Country Club Dr, Incline Village, NV 89451 on the evening of August 2nd and during the day on August 3rd. Staff will also park at the church on August 3rd. All vehicles will be cleared from the property by 7am on August 4th.

Parking:

The University has approved parking in the Prim Libray Lot & Northwest Parking Lot: \*\*No parking in Reserved spaces, Restricted spaces or ADA (without proper placard)





#### **Transportation Department** P.O. Box 129 Truckee, Ca. 96160 T: 530-562-3555 | F: 530-562-1407

#### Bill To: League to Save Lake Tahoe Kristin Keane 2608 Lake Tahoe Blvd. South Lake Tahoe, CA 96150 Contact: Tae Kim North Tahoe Executive Shuttle tae@northtahoeexecutiveshuttle.com (530) 541-5388 Re: League to Save Lake Tahoe Oscar de la Renta Credit Card Number or Account to Bill: CID# 11682331

## Service Contract

DATE 1/10/2024

Date of Transfer:

8/3/2024 Prepared by: Jensen Henry **Transportation Department** Northstar California Resort 530-562-3555 NSTransportation@vailresorts.com Fax: 530-562-1407

Description		AMOUNT
4 - 25 passenger buses for 6 hours (9:30 am - 3:30 pm)		\$3,540.00
2 - 30 passenger buses for 6 hours (9:30 am - 3:30 pm)		\$1,960.00
25 passenger bus, first 4 hours \$625, \$160 each additional hour.		
30+ passenger bus, first 4 hours \$695, \$175 each additional hour.		
	TOTAL	\$5,500.00

\*Reservations require a 4 hour minimum that cannot be split

\*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 20% gratuity. Additional gratuity is at the discretion of the client.

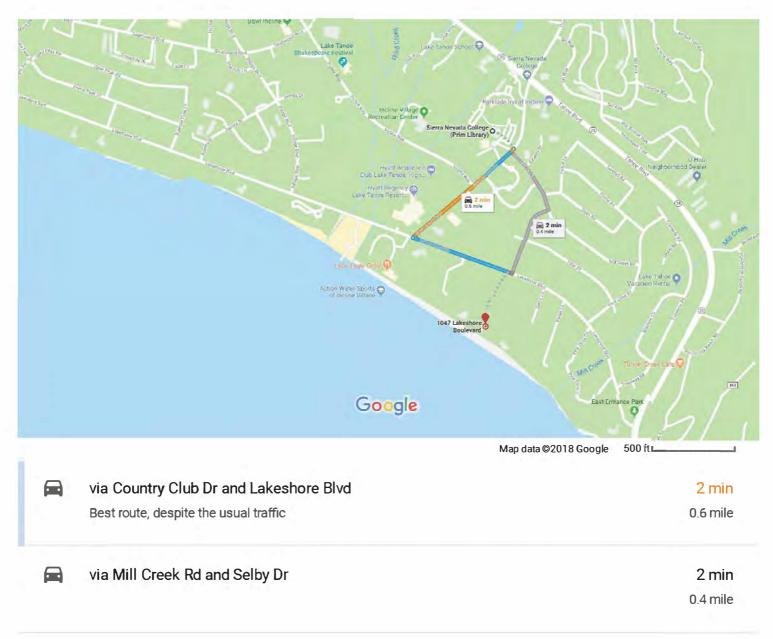
\*Travel time is \$130/hr and is defined as the distance from Northstar to the first pick-up location

\*This contract is governed by the laws of the State of California

## Client Signature:

Date:\_\_\_\_

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



#### WADMIN24-0003 EXHIBIT D