



MEMORANDUM
COUNTY EXECUTIVE OFFICE - TAHOE DIVISION
County of Placer

TO: Honorable Board of Supervisors **DATE:** June 24, 2025
FROM: Daniel Chatigny, County Executive Officer
BY: Stephanie Holloway, Tahoe Deputy County Executive Officer
Nicholas Martin, Senior Management Analyst
SUBJECT: North Lake Tahoe Economic Development Incentive Program Application and Operations Covenant and Declaration of Covenants and Restrictions for evo Hotel, Tahoe City

ACTION REQUESTED

1. Conduct a public hearing to consider a proposed economic development subsidy to Campus Tahoe LLC ("Campus Tahoe") for the remodel of evo Hotel, a 48 unit property formerly known as America's Best Value Inn in Tahoe City, CA ("evo Hotel Project").
2. Approve and authorize the County Executive Officer, or designee, to execute an Operations Covenant and Declaration of Covenants and Restrictions ("Agreement") between the County and Campus Tahoe, subject to County Counsel and Risk Management concurrence.
3. Determine the proposed actions are each not a project pursuant to CEQA Guidelines Section 15378.

BACKGROUND

On May 17, 2016, your Board approved the North Lake Tahoe Economic Development Incentive Program ("Incentive Program") to help spur investment in environmental and economic development and/or redevelopment projects in the Placer County portion of the Lake Tahoe Basin. The primary goals of the Incentive Program include:

- Help offset the extraordinarily high costs of developing lodging projects the Tahoe Basin where no new lodging projects of scale have been built since the early 1960's.
- Bank development rights, including Tourist Accommodation Units ("TAU"), to spur investment.
- Offset infrastructure costs such as parking facilities.
- Incentivize environmental and economic revitalization.
- Support implementation of the Tahoe Basin Area Plan, as approved in 2018 and subsequent amendments in 2023, which supports and encourages this type of redevelopment.

- Support implementation of the Tourism Master Plan, as approved in 2015, which highlights the need to redevelop lodging in the Tahoe Basin.

In March 2020, the County commissioned a study with Bay Area Economics (BAE) to determine why new and renovated lodging projects were not progressing, even with the Incentive Program in place. The BAE study was presented to your Board in April 2020 and determined that additional incentives were needed to help spur development and recommended a Transient Occupancy Tax ("TOT") rebate be added to the existing Incentives Program, which was approved by your Board in 2021. Details regarding the Incentives Program are found on the county's website at: www.placer.ca.gov/DocumentCenter/View/76243/North-Lake-Tahoe-Economic-Development-Incentives-Program

The evo Hotel Remodel Lodging Project

The former America's Best Value Inn property was purchased in June 2022 by evo (a related company that owns retail stores), and then was acquired by Campus Tahoe LLC in February 2024 for the purpose of remodeling the existing 48 unit hotel to bring it up to a higher standard. The Campus Tahoe team first applied for the NLT Economic Development Incentive Program in October 2024 (application on file with the Clerk of the Board), following several meetings with CEO staff regarding scope of the project and projected economic benefits to the region. The building permit was issued in September 2024, and construction was recently completed earlier this Spring under the design of local professionals in architecture, land use and entitlements, and construction industries.

This is the first application received by the County for a remodel lodging project, and it meets all the basic requirements outlined in the Incentive Program Guidelines, as well as overarching objectives of the program which encourages Town Center development that achieves environmental and economic goals as outlined in the Placer County Tahoe Basin Area Plan. Some of the benefits, as described in the application, are detailed below.

Recreation: The evo Hotel Project aims to be a vibrant hub for both locals and visitors who share a love for the outdoors. The components of the remodel will serve as a welcoming space and a starting point for exploring the area, offering amenities like a sauna for post-ski recovery, fire pits for socializing, and an outdoor seating area with scenic lake views. With evo's vast network of over 2 million customers and 25 locations worldwide, the hotel will attract visitors to Tahoe City. Additionally, a guidebook curated by local legend Jeremy Jones will help guests explore the area's top outdoor experiences, aligning with the hotel's focus on adventure and scenic beauty.

Upgraded Lodging and Built Environment: The evo Hotel Project will transform the former America's Best Value Inn into a modern, inviting destination. Renovations, guided by expert input and public feedback, will enhance both aesthetics and functionality. Exterior upgrades include repainting, new signage, updated railings, private patios, and

improved landscaping. The covered drive-through will be converted into an outdoor amenity area with a spa, fire pit, and seating. Interior updates feature fresh paint, modern fixtures, upgraded HVAC, new flooring, and redesigned furniture. These improvements aim to create a high-quality, comfortable, and community-focused lodging experience.

Reduces GHG emissions and vehicle trips: The evo Hotel Project will be upgraded to meet Title 24 building codes while prioritizing sustainability by preserving the existing structure, reducing emissions compared to new construction. Designed to last another 60+ years, the renovation minimizes environmental impact. To further promote eco-friendly travel, the hotel will offer ample bike parking and rentals for non-winter months and encourage public transit use year-round by providing guests with key transit information.

Located in the town center of Tahoe City, the evo Hotel Project provides an upgraded overnight visitor experience and walkable location for its guests to the beach and local businesses. The project will improve aesthetics of the built environment for non-guests and visitors to Tahoe City, in addition to the improvement to the visitor-serving amenities of the hotel.

This staff report outlines the request for one Incentive Program component of a TOT Rebate, and findings related to economic development subsidies as required by California Government Code Section 53083.

Incentive Program Project Requirements and Request

In October 2024, Campus Tahoe submitted a first draft application for the Incentive Program for a TOT rebate for their proposed remodel lodging project of the former America's Best Value Inn. After staff's initial review of the application and several meetings, the application was amended by the Campus Tahoe team and accepted by County CEO staff. Since this is an existing former hotel, and the project includes remodeling all 48 of the existing hotel rooms and no additional hotel room development at this time, the TOT Rebate component was applied for.

The TOT rebate component of the application includes a request for a rebate on newly-generated TOT from the 48 remodeled hotel rooms, which would be deed-restricted to ensure their hotel use and availability within the hotel rental pool. For a remodel project, it is important to note that the amount rebated shall be calculated based on the new increment of TOT generated following completion of the remodel. Net new TOT will be determined by subtracting the "Base Year" TOT from the total new annual TOT generated. An annual average of the prior three years of TOT revenue will be used as the Base Year value. The difference of the Base Year TOT and the proposed new Average Daily Rate (ADR) and Occupancy will determine the net new TOT available to be considered for the rebate (actual TOT rebate amount will be calculated in arrears in the quarter following the last quarter of the calendar year). In reviewing the prior three years of TOT remittance for the property, staff determined that a more representative 33-month period be utilized for the Base Year TOT calculation due to external factors that may have impacted the

occupancy and resulting revenue generation during that period. In preparing for the remodel of the property, Campus Tahoe began winding down operations of the hotel during Quarter 1 2024 and then rooms being taken offline prior to the close of that fiscal quarter, so it is prudent to exclude TOT revenue from Quarter 1 2024 (January – March 2024) from the base year average. Also due to continuing impacts from statewide COVID-related restrictions at the time, staff determined that the first quarter of 2021 should also be excluded since the revenue may have been impacted due to those restrictions. Therefore, the period that was utilized to calculate the Base Year TOT, or average annual TOT to be used to determine the Net New TOT that is available to be applied to the TOT Rebate, is the 33-month period beginning with April 1, 2021 through December 31, 2023. The Base Year TOT revenue is calculated to be \$137,040.

It is proposed that 80% of the newly generated TOT collected from the evo Hotel Project will be rebated back to Campus Tahoe for a term of 9 years, and the remaining 20% will be retained by the County as TOT revenue. Other prior applications to the Incentive Program in the New Development Project category have been proposed at a simple 80% rebate level for a defined term, based on previous direction by the Placer County Board of Supervisors. The rebate amount and term proposed in this Agreement is consistent with prior new development projects, and is consistent with the Tier 3 level of TOT Rebate in the Incentive Program Guidelines, which calls for consideration on a case-by-case basis. The table below depicts the calculation of the TOT rebate.

Proposed Tier 3 Rebate: 80% Rebate for 9 years	
Base Year TOT	\$137,040
Proposed ADR	\$223
Proposed Occupancy	71%
Hotel Rooms	48
Proposed Future TOT Revenue (10% TOT)	\$277,394
Proposed Net New Annual TOT Revenue (Proposed Future TOT – Base Year TOT)	\$140,354
80% Rebate	\$112,283
Estimated total for 9 years	\$1,010,547

AB 562 Findings

Pursuant to California Government Code Section 53083 (AB 562), the County is required to provide public notice and a hearing prior to granting of a proposed economic development subsidy of One Hundred Thousand Dollars (\$100,000) or more. Today's hearing was noticed consistent with those requirements. A copy of the public notice is attached as Attachment B. Details are as follows:

- Campus Tahoe LLC will be the beneficiary of the proposed economic development subsidy.
- The subsidy would commence on or around July 1, 2025 for a period of 9 years for the TOT rebate.
- The TOT rebate is estimated to be between \$937,134 – \$1,361,793 total over the 9-year rebate period, and total amounts may be higher or lower depending on total TOT amounts received.
- The public purposes of this economic development subsidy are to expedite renovation of dated existing lodging stock, complete entitled projects, and generate investment in new lodging development that will stimulate the local economy and provide an overall net positive impact on county property tax roll, increase sales tax revenues, and over time increase county TOT revenues.
- Projected tax revenue from the proposed subsidy is estimated to be between \$256,687 and \$379,633 per year in TOT revenue collected, with between \$119,646 and \$242,592 being net new TOT generated, and 80% of the net new TOT will be rebated back to Campus Tahoe for the first 9 years. The proposed project is also expected to generate sales tax and property tax revenues.

When fully operational, based on information provided by Campus Tahoe and reviewed by County staff, it is estimated that the evo Hotel Project, as supported by the economic development subsidy, would create between approximately Fourteen and Twenty Four (14-24) full time and part time jobs. Construction and entitlement of the Project is anticipated to create approximately Three (3) full time and Ninety-Five (95) part time temporary positions.

ENVIRONMENTAL IMPACT

The proposed actions are each not a project pursuant to California Environment Quality Act (CEQA) Guidelines Section 15378 because they are each an administrative or fiscal action that does not result in any direct or indirect physical changes to the environment. The actions requested of your Board today do not constitute any action on the evo Hotel Project itself. The evo Hotel Project is currently operating and was determined to be categorically exempt from environmental review pursuant to CEQA Guidelines Section 15303 and Section 18.36.050 of the Placer County Environmental Review Ordinance (Class 3, New Construction or Conversion of Small Structures) pursuant to the County's Design Site Review Agreement dated July 31, 2024.

FISCAL IMPACT

The proposed economic development subsidy includes the TOT rebate as described in the Incentives Program document. The County estimates newly generated TOT revenue of at least Two Hundred Fifty-Six Thousand Six Hundred Eighty-Seven Dollars (\$256,687) and up to Three Hundred Seventy-Nine Thousand Six Hundred Thirty-Three Dollars (\$379,633) per year, with net new TOT revenue being at least One Hundred Nineteen Thousand Six Hundred Forty-Six Dollars (\$119,646) and up to Two Hundred Forty-Two Thousand Five Hundred Ninety-Two Dollars (\$242,592) per year, Eighty percent (80%) of which would be rebated back to Campus Tahoe for the first Nine (9) years.

The anticipated value of the TOT Rebate incentive will be 80% of the total net new TOT revenue generated from the project for a Nine (9) year period, which could be in the range of Nine Hundred Thirty-Seven Thousand One Hundred Thirty-Four Dollars (\$937,134) up to One Million Three Hundred Sixty-One Thousand Seven Hundred Ninety-Three Dollars (\$1,361,793). Total amounts may be higher or lower and would depend on total TOT amounts received. The County expects the project will also generate sales tax and property tax revenue, each subject to established subventions.

ATTACHMENTS

Attachment A: Operations Covenant and Declaration of Covenants and Restrictions

Attachment B: Public Notice of Economic Development Subsidy

On File with the Clerk of the Board for review:

- North Lake Tahoe Economic Development Incentive Program Application for evo Hotel

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

County of Placer
County Executive Office
Attn: Tahoe Incentive Program Manager
175 Fulweiler Ave
Auburn, CA 95603

(Space Above This Line for Recorder's Office Use Only)

**OPERATIONS COVENANT
AND DECLARATION OF COVENANTS AND RESTRICTIONS**

APN(s):
094-070-0010-000

THIS OPERATIONS COVENANT AND DECLARATION OF COVENANTS AND RESTRICTIONS ("Agreement" or "Covenant") is made and entered into this ___ day of _____, 2025, by and between the County of Placer, a political subdivision of the State of California ("County"), and Campus Tahoe LLC, a California limited liability company ("Owner), collectively the parties ("Parties").

R E C I T A L S :

A. Whereas, the County adopted its amended North Lake Tahoe Economic Development Incentives Program on May 11, 2021 ("Program") for the operation, maintenance and expansion of the inventory of quality Full Service (as defined in the Program which definition is attached as Exhibit A) hotels within the North Lake Tahoe area of the County that enhance the tourist and travel experience for visitors to the County, provide attractive and desirable visitor serving facilities and experiences, and assist the County in achieving its tourism goals.

B. Whereas Owner intends to renovate a tourist accommodation development known as the "evo Hotel Tahoe City", consisting of zero (0) condo-hotel units, forty eight (48) standard hotel rooms and one (1) manager's unit, located at 455 N. Lake Blvd., Tahoe City CA 96145, as approved by the County on July 31, 2024 through Design Site Review Agreement PLLN24-00038 and as more fully described on attached Exhibit B ("Project").

C. Owner holds fee title to certain real property ("Site"), which is more fully described on attached Exhibit D and which is entitled by the County for development of a renovated Full-Service hotel as described above, and which is subject to the Conditions of Approval attached as Exhibit C hereto.

D. Owner has applied for the Program and has provided satisfactory documentation to the County confirming that the Project, as entitled and approved and when completed and under operation, will qualify as a Full-Service hotel and be entitled to benefits thereof under and pursuant to the Program and this Agreement.

E. County and Owner now desire, in furtherance of Program objectives, to place contractual restrictions upon the use and operation of the Project as described herein, in order to ensure that the Project shall be operated continuously as a Full-Service hotel available for commercial lodging use for the term of this Agreement.

F. County and Owner also agree that in return for participation in the Program, Owner shall agree to operate the Project as a hotel consistent with the terms of this Agreement and County agrees to rebate to Owner a percentage of Transient Occupancy Tax Increment pursuant to Program guidelines as described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner hereby conveys to the County the Operating Covenants described herein and County hereby agrees to provide Owner with identified rebated funds as provided under the Program and as set forth hereinafter.

ARTICLE 1 STATEMENT OF OPERATING COVENANTS

1.1. OPERATION AND USE COVENANT. Upon occupancy, Owner covenants to operate, maintain, and use the Owner's Project in accordance with this Agreement. All uses conducted on the Site, including, without limitation, all activities undertaken by the Owner pursuant to this Agreement shall, in all material respects, conform to requirements of this Agreement, the Placer County Code, and the Project Conditions of Approval. Owner shall at all times maintain valid Tourist Accommodation Unit (TAU) development rights and Transient Occupancy Tax Certificates for each unit in the Project.

1.2. HOTEL USE. The Owner hereby agrees that the Project is to be owned, managed, and operated as a Full Service hotel, and the Project's participation in the Program shall continue in accordance with the terms of the Program, for a term of Nine (9) years commencing on July 1, 2025 and ending on June 30, 2034, unless Owner's participation in the Program is terminated prior thereto in accordance with this

Agreement (the "Term"). During the Term, County shall pay to Owner, by March 31 of each year after receipt from Owner of all TOT taxes owed by Owner for the prior calendar year pursuant to the Placer County Code an amount equal to Eighty percent (80%) of Net New TOT Revenue of such annual payments. The parties agree that Net New TOT Revenue in each year of this Agreement shall be difference between the average TOT Revenue paid the County by the former owner of the Project site in the thirty-three (33) calendar months beginning with April 1, 2021 through December 31, 2023 while doing business as "America's Best Value Inn" (the "Average Base Year TOT") and the TOT Revenue paid to the County by Owner in each subject calendar year of this Agreement. The parties agree and stipulate that the Average Base Year TOT was One Hundred Thirty-Seven Thousand Forty Dollars and Forty-Two Cents (\$137,040.42). The parties agree that the Average Base Year TOT shall be prorated for any partial year based on the \$137,040.42 amount. The parties agree to conduct good faith negotiations on or after January 1, 2027 regarding amending this Agreement to provide for quarterly instead of yearly rebate payments to Owner.

1. Housing Uses Prohibited. None of the rooms in the Project, except up to One (1) manager's unit if specifically allowed by the Project's Conditions of Approval, will at any time be utilized as a non-transient residential property including dormitory , rooming house, short term rental unit as defined in Placer County Code Section 9.42.020, or any other similar use without the County's prior written consent which consent may be given or withheld in its sole and absolute discretion.

2. Conversion of Project. Except as specifically allowed by the Project's Conditions of Approval, no part of the Project will at any time be owned by a cooperative housing corporation, nor shall the Owner take any steps in connection with the conversion to such ownership or uses to condominiums, or to any other form of ownership, without the prior written approval of the County which approval may be given or withheld in its sole and absolute discretion. In the event that Owner is permitted to further develop the Site with improvements other than the Project, this Agreement shall remain effective only as to the Project, but may be amended or superseded by mutual written agreement of the Parties. Further, in the event that the Site is subdivided, this Agreement shall remain effective only to the parcel containing the Project and shall be released from other parcel(s) in any future subdivision.

ARTICLE 2 WARRANTIES AND COVENANTS

2.1. WARRANTIES AND COVENANTS. For the Term of this Agreement, the Owner hereby represents, covenants, warrants and agrees as follows:

1. Owner has completed the County's application for the Program and all statements contained therein are true and correct in all material respects. Owner further warrants

and covenants that all statements and submittals made to the County during the term of this Agreement will be true and correct in all material respects.

ARTICLE 3 MAINTENANCE

3.1. MAINTENANCE.

1. Maintenance Obligation. Owner, for itself and its successors and assigns, hereby covenants and agrees to maintain and repair or cause to be maintained and repaired the Site and all related on-site improvements and landscaping thereon, including, without limitation, buildings, parking areas, lighting, signs and walls in a Full Service condition and repair, free of rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all federal, state, and local bodies and agencies having jurisdiction, at Owner's sole cost and expense. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal; (ii) the care and replacement of all shrubbery, plantings, and other landscaping in a healthy condition; and (iii) the repair, replacement and restriping of asphalt or concrete paving using the same type of material originally installed, to the end that such paving at all times be kept in a level and smooth condition. In addition, Owner shall maintain the Project in such a manner as to avoid the reasonable determination of a duly authorized official of the County that a public nuisance has been created by the absence of adequate maintenance such as to be detrimental to the public health, safety or general welfare or that such a condition of deterioration or disrepair causes appreciable harm or is materially detrimental to property or improvements within one thousand (1,000) feet of such portion of the Site. The foregoing notwithstanding, Owner shall not be obligated to maintain any street or sidewalk areas, or landscaping therein, which are to be maintained by the County or other public agency with designated maintenance responsibilities or any privately owned real property or improvements other than the Site or improvements thereon.

2. Parking and Driveways. The driveways and traffic aisles on the Site shall be kept clear and unobstructed at all times.

3. Right of Entry. In the event Owner fails to maintain the Site in the abovementioned condition, and satisfactory progress is not made in correcting the condition within thirty (30) days from the date of written notice from County (such notice shall reasonably identify the required maintenance), County may, at County's option, and without further notice to Owner, declare the unperformed maintenance to constitute a public nuisance. Thereafter, either County or its employees, contractors, or agents, may cure Owner's default by entering upon the Site and performing the necessary landscaping and/or maintenance in accordance with Section 3.1.1 above. The County shall give Owner, its representative, or the residential manager reasonable notice of the time and manner of entry, and entry shall only be at such times and in such manner as is reasonably

necessary to carry out this Agreement. Owner shall pay such costs as are reasonably incurred by County for such maintenance, including attorneys' fees and costs.

4. Lien. If any costs incurred by County under Section 3 above are not reimbursed within thirty (30) days after Owner's receipt of County's written request for reimbursement, the same shall be deemed delinquent, and the amount thereof shall bear interest thereafter at a rate of the lower of ten percent (10%) per annum or the legal maximum until paid. Any and all delinquent amounts, together with said interest, costs and reasonable attorney's fees, shall be an obligation of Owner as well as a lien and charge, with power of sale, upon the property interests of Owner, and the rents, issues and profits of such property. County may bring an action at law against Owner obligated to pay any such sums or foreclose the lien against Owner's property interests. Any such lien may be enforced by sale by the County following recordation of a Notice of Default of Sale given in the manner and time required by law as in the case of a deed of trust; such sale to be conducted in accordance with the provisions of Section 2924, et seq., of the California Civil Code, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. Any monetary lien provided for herein shall be subordinate to any bona fide mortgage or deed of trust covering an ownership interest or leasehold or subleasehold estate in and to any portion of the Site, and any purchaser at any foreclosure or trustee's sale (as well as any deed or assignment in lieu of foreclosure or trustee's sale) under any such mortgage or deed of trust shall take title free from any such monetary lien, but otherwise subject to the provisions hereof; provided that, after the foreclosure of any such mortgage and/or deed of trust, all other assessments provided for herein to the extent they relate to the expenses incurred subsequent to such foreclosure, assessed hereunder to the purchaser at the foreclosure sale, as owner of the subject Site after the date of such foreclosure sale, shall become a lien upon such Site upon recordation of a Notice of Assessment or Notice of Claim of Lien as herein provided. In the event of any such foreclosure, County (or successor) agrees to and shall recognize and honor any existing commercial (non-transient occupancy) leases in effect with respect to portions of the Project, provided that commercial tenants of such leases agree to subordinate and attorn to County (or successor) as the new landlord with respect to such leases.

ARTICLE 4 COMPLIANCE WITH LAWS

4.1. COMPLIANCE WITH LAWS. Owner shall comply with all ordinances, regulations and standards of the County, State of California, Tahoe Regional Planning Agency, the United States, and any other regulatory or governmental agency with jurisdiction applicable to the Site. Owner shall comply with all rules and regulations of any assessment district or other financing mechanism of the County with jurisdiction over the Site.

ARTICLE 5 NONDISCRIMINATION

5.1. NONDISCRIMINATION. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, religion, gender, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, or any part thereof, nor shall Owner, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of guests or vendees of the Site, or any part thereof.

ARTICLE 6 COVENANTS TO RUN WITH THE LAND

6.1. COVENANTS TO RUN WITH THE LAND. Owner hereby subjects the Site to the covenants, reservations, and restrictions set forth in this Agreement. County and Owner hereby declare their express intent that all such covenants, reservations, and restrictions shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors in title to the Site; provided, however, that on the termination of this Agreement said covenants, reservations and restrictions shall expire. All covenants without regard to technical classification or designation shall be binding for the benefit of the County, and such covenants shall run in favor of the County for the entire term of this Agreement, without regard to whether the County is or remains an owner of any land or interest therein to which such covenants relate. Each and every contract, deed or other instrument hereafter executed covering or conveying the Site or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations, and restrictions, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed or other instrument. County and Owner hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the land in that Owner's legal interest in the Site is rendered less valuable thereby. County and Owner hereby further declare their understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Project by the intended beneficiaries of such covenants, reservations, and restrictions, and by furthering the public purposes for which the County was formed. Owner, in exchange for the County entering into this Agreement, hereby agrees to hold, sell, and convey the Site subject to the terms of this Agreement. Owner also grants to the County the right and power to enforce the terms of this Agreement against the Owner and all persons having any right, title or interest in the Site or any part thereof while such party owns the Site. No party shall have any liability or obligation in connection with any breach occurring while such party is not the owner of the Site. Within fifteen (15) business days after request of Owner, County shall execute and provide to Owner an estoppel certificate, in the form approved by County Counsel,

confirming whether or not Owner is in breach of any obligations under this Agreement and identifying any required cure.

ARTICLE 7 INDEMNIFICATION AND OTHER PROVISIONS

7.1. INDEMNIFICATION. Owner agrees for itself and its successors and assigns to indemnify, defend, and hold harmless County and its respective officers, members, officials, employees, agents, volunteers, and representatives from and against any loss, liability, claim, or judgment to or by any third party relating to development and/or operation of the Project by Owner, excepting only any such loss, liability, claim, or judgment arising solely out of the intentional wrongdoing or gross negligence of County or its respective officers, officials, employees, members, agents, volunteers, or representatives. Owner, while in possession of the Site, and each successor or assign of Owner while in possession of the Site, shall remain fully obligated for the payment of property taxes and assessments in connection with the Site. The foregoing indemnification, defense, and hold harmless agreement shall only be applicable to and binding upon the party then owning the Site or applicable portion

7.2. AMENDMENTS. This Agreement shall be amended only by a written instrument executed by the parties hereto or their successors in title, and duly recorded in the real property records of the County of Placer.

7.3. NOTICES. All notices under this Agreement shall be effective upon delivery to County or Owner, as the case may be, by registered or certified mail with receipt of delivery, to the addresses as follows:

To County:

County of Placer
County Executive Office
Attn: Tahoe Incentive Program Manager
175 Fulweiler Ave
Auburn, CA 95603

Copies on any Notice to County shall also be sent to:

County of Placer
Office of County Counsel
Attention: Tahoe Incentive Program Counsel
175 Fulweiler Avenue
Auburn, CA 95603

To Owner

Campus Tahoe LLC

401 N. 36th St., Ste. 201
Seattle, WA 98103

or such other address as the parties may from time to time designated in writing.

7.4. SEVERABILITY/WAIVER/INTEGRATION

1. Severability. If any provision of this Agreement or portion thereof, or the application to any person or circumstances, shall to any extent be held invalid, inoperative, or unenforceable, the remainder of the provisions, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; provided, that if any material terms or provisions of these Operating Covenants are rendered invalid, void and/or unenforceable, or due to changes in the law such terms or provisions would materially alter the terms of the transactions contemplated herein, the parties agree to meet and negotiate in good faith to attempt to reform these Operating Covenants to accomplish the intent of the parties.

2. Waiver. A waiver by either party of the performance of any covenant or condition herein shall not invalidate this Agreement nor shall it be considered a waiver of any other covenants or conditions, nor shall the delay or forbearance by either party in exercising any remedy or right be considered a waiver of, or an estoppel against, the later exercise of such remedy or right.

3. Integration. This Agreement contains the entire Agreement between the parties and neither party relies on any warranty or representation not contained in this Agreement.

4. Third Parties. No third party beneficiaries are intended, and the only parties who are entitled to enforce the provisions of these Operating Covenants are the County, Mortgagees, Owner and its respective successors and assigns.

7.5 CONTROLLING LAW AND VENUE. This Agreement and all matters relating to it and/or enforcing it shall be governed by the laws of the State of California, and any action brought relating to this Agreement shall be brought exclusively in the Superior Court in the County of Placer, California. Each party waives and federal court removal and/or original jurisdiction rights it may have.

7.6. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall constitute one original and all of which shall be one and the same instrument.

7.7. TERMINATION. This Agreement may be terminated only (i) by and upon expiration of the Term, (ii) by mutual written agreement of the parties, and (iii) by and pursuant to the provisions of Section 7.8 or 7.9 below. In the event of any such termination, Owner (or its successor, as applicable) shall not be obligated to return any amounts previously

paid to it by the County pursuant to the Program. Upon termination of this Agreement, the Parties shall reasonably cooperate to execute and record any necessary documents to remove this Agreement as an encumbrance against the Site.

7.8 DEFAULT BY OWNER. If at any time during the Term, County contends that Owner has committed a material default with respect this Agreement, e.g., by failing to operate the Project as Full-Service hotel, County shall deliver to Owner written notice of default which specifies in detail all facts alleged by County to constitute such default. For a period of thirty days thereafter, Owner will have the right to commence and complete cure of the alleged default; provided, however, if the alleged default is of such a nature as to reasonably require more than sixty days to cure, and the Parties so agree, Owner will have such addition time as is reasonably necessary to complete such cure. Subject to Section 7.10 below, if Owner fails to timely cure such default, County shall then have the right to terminate this Agreement. (To the extent of any inconsistency between the provisions of this Section 7.8 and the provisions of Section 3.1 above, the provisions of this Section 7.9 shall prevail.)

7.9 DEFAULT BY COUNTY. If at any time during the Term, Owner contends that County has committed a material default with respect this Agreement, Owner may deliver to County written notice of default which specifies in detail all facts alleged by Owner to constitute such default. For a period of thirty days thereafter, County will have the right to commence and complete cure of the alleged default; provided, however, if the alleged default is of such a nature as to reasonably require more than sixty days to cure, and the Parties so agree, County will have such addition time as is reasonably necessary to complete such cure. Subject to Section 7.10 below, if County fails to timely cure such default, Owner shall then have the right to terminate this Agreement or exercise any and all other rights and remedies available at law and in equity, and each of such rights and remedies shall be cumulative and not exclusive.

7.10 MORTGAGE PROVISIONS. Anything in this Agreement to the contrary notwithstanding, with respect to any recorded mortgage or deed of trust given in good faith and for value and encumbering the Project ("Mortgage"), any holder thereof that has delivered to County a copy of such recorded Mortgage and current contact information ("Mortgagee") will be entitled rights and benefits in accordance with the following:

1. County acknowledges and agrees that the rights and obligations of Owner under this Agreement may, with or without approval by County, be conditionally assigned by Owner to any Mortgagee as security for performance of Mortgage obligations. If requested by any Mortgagee, County shall reasonably cooperate with Owner and any Mortgagee to provide the Mortgagee with a consent to the collateralization of this Agreement or an estoppel of the terms of this Agreement.

2. While any Mortgage remains in effect, County will not amend or modify this Agreement in any material respect without receiving prior written approval from Mortgagee, which approval may not be unreasonably withheld, delayed or conditioned; provided, however, failure by Mortgagee to provide written approval or disapproval (and if disapproval the reasons therefor) within thirty days of delivery of request therefor shall be deemed to constitute approval by Mortgagee.

3. While any Mortgage remains in effect, in the event County delivers to Owner of any notice of default as referenced in either Section 3.1 or 7.8 above, County shall concurrently deliver a copy thereof to Mortgagee.

4. Delivery of any such notice of default notwithstanding, County will not terminate or initiate or pursue any action to terminate this Agreement as long as Mortgagee diligently (i) declares a default by Owner under the Mortgage, (ii) pursues foreclosure and/or other appropriate actions under the Mortgage, (iii) pays to County all amounts that would otherwise have been payable by Owner to County, and (iv) cures non-monetary defaults.

5. Anything in this Agreement to the contrary notwithstanding, the following shall apply: If, by proceedings by or against Owner in bankruptcy or otherwise, this Agreement is terminated, and within a reasonable time (not to exceed one year) thereafter, the Hotel is acquired by Mortgagee (or successor), by foreclosure, deed in lieu of foreclosure, or otherwise, County will, upon written request of Mortgagee (or successor), and payment by Mortgagee (or successor) of all amounts that County would have received if no termination had occurred, reinstate this Agreement in the name and in favor of Mortgagee (or a successor), or enter into a new agreement with Mortgagee (or successor) on essentially the same terms and conditions as contained herein. The provisions of this Subsection 5 shall not apply where the grounds for termination is failure to maintain the Site as a Full-Service hotel declared by the County prior to (1) filing bankruptcy and (2) service of a notice of bankruptcy on the County in the manner provided under law.

7.11 Operator Provisions. County acknowledges and agrees that operational obligations of Owner may, with or without consent of County, be assigned by Owner to a Hotel Operator of Owner's choice, and, in connection therewith, such Hotel Operator may assume all or part of Owner's Hotel operation obligations under this Agreement; provided, however, Owner shall retain ultimate responsibility for such Hotel operation obligations. County agrees that while any Hotel Operator agreement is in effect, and provided that County has been put on notice of such agreement and received contact information for such Operator, in the event County delivers to Owner of any notice of default as referenced in either Section 3.1 or 7.8 above, County shall concurrently deliver a copy thereof to the Operator.

7.12. Records: Owner acknowledges that the County is a public entity subject to the Ralph M. Brown Act and the Public Records Act (Cal Govt. Code Sec. 54950 et seq and Cal Govt. Code Sec. 7920.00 et seq, respectively; (collectively the "Acts")). Owner acknowledges that the terms and conditions of this Agreement are subject to public disclosure as part of the Board of Supervisor's open session meeting consideration of this Agreement. Owner further acknowledges that this Agreement, and related transaction documents may be subject to public disclosure under the Acts.

7.13 Cooperation. Each party agrees to and shall do and perform such other and further acts and properly execute and deliver such other and further documents as may be reasonably necessary, expedient or convenient to implement and/or effectuate the intents and purposes hereof. County and Owner agree to cooperate with each other and/or with any Mortgagee or proposed Mortgagee, in a manner consistent with concepts and principles of good faith, fair dealing and commercial reasonableness, with respect to consideration, implementation and execution of any modification(s) to this Agreement reasonably requested by the County, Owner, Mortgagee or proposed Mortgagee.

7.14 Reasonable Approvals. Whenever this Agreement requires or calls for the approval or consent of any party hereto, such approval shall not be unreasonably withheld, delayed or conditioned.

7.15 Incorporation of Recitals and Exhibits. Each of the recitals set forth above and each of the exhibits attached hereto are agreed to and made part of this Agreement.

7.16 Authority. Each party represents and warrants to the other that such party has full right, power and authority to sign, execute and enter into this Agreement and that the County and Owner have executed this Agreement by duly authorized representatives on the date first written hereinabove.

7.17 Force Majeure.

1. A "Force Majeure Event" is any of the following events: (i) acts of God; (ii) floods, fires, earthquakes, explosions, or other natural disasters; (iii) wars, invasions, hostilities (whether war is declared or not), terrorist threats or acts, riots, or other civil unrest; (iv) governmental authority, proclamations, orders, laws, actions, or requests; (v) embargoes or blockades; (vi) epidemics, pandemics, or other national or regional public health states of emergency; (vii) strikes, labor stoppages or slowdowns, or other industrial disturbances; (viii) shortages of supplies, adequate power, or transportation facilities; or (ix) other similar events beyond the control of the Parties.

2. Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any obligation under this Agreement (except for any obligations to make

payments to the other party hereunder), when and to the extent such failure or delay is caused by a Force Majeure Event. The failure or inability of either party to perform its obligations in this Agreement due to a Force Majeure Event shall be excused for the duration of the Force Majeure Event and extended for a period equivalent to the period of such delay, but not in excess of 365 days in the aggregate.

3. Either party (the "Noticing Party") shall give the other party notice within Fourteen (14) days of the commencement of the Force Majeure Event, explaining the nature or cause of the delay and stating the period of time the delay is expected to continue. The Noticing Party shall use reasonable efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Noticing Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

IN WITNESS WHEREOF, the Parties duly authorized signatories have executed this Agreement, on the ____ day of _____, 2025

COUNTY: County of Placer

By: _____ Date: _____
Print Name: _____
Title: _____

OWNER: Campus Tahoe LLC

By: _____ Date: _____
Print Name: _____
Title: _____

By: _____ Date: _____
Print Name: _____
Title: _____

Approved As to Form

By: _____ Date: _____
County Counsel

[END OF SIGNATURES;
NOTARIAL ACKNOWLEDGMENTS ON PAGES TO FOLLOW]

- Exhibit A: Definition of Full Service Hotel
- Exhibit B: Project Description
- Exhibit C: Conditions of Approval dated July 31, 2024
- Exhibit D: Legal Description of Project Site

Exhibit A

Full Service hotel is defined, generally, as a mid-price, upscale or luxury hotel with a restaurant or food service outlet, lounge, wellness facilities, and/or meeting space as well as minimum service levels often including bell service or concierge.

Exhibit B

Project Description: The Project involves the renovation of an existing Forty Eight (48) unit hotel, with One (1) manager's unit, and includes repurposing the Porte-cochere ingress lane to outdoor hotel accessory use area with spa and fire pit, installation of new concrete stem wall with black rolled steel, glass wall, planters, vertical wood slats in the entry way, landscaping at the hotel entry and along sidewalk frontage, adding second story deck glass wall and raising the height of a portion of roof, new paint, window replacement and exterior lighting throughout the entire hotel, addition of trash enclosure and restriping/configuration of parking and onsite circulation. Frontage improvements include decommissioning the existing driveway apron associated with Porte cochere and extending the paver sidewalk and curb in its place.

Exhibit C

Conditions of Approval

[Attachment A to the Design Site Review Agreement (the “Approved Plans “Evo Hotel” dated July 11, 2024 and stamped approved July 31, 2024”) are on file with the Placer County Executive Office at the County’s notice address stated in Section 7.3]

DESIGN SITE REVIEW AGREEMENT

Application Number	PLN24-00038
Date Approved	July 31, 2024
Project Name	Evo Hotel (formerly America's Best Value Inn)
Property Owner	Campus Tahoe LLC
Project Applicant	Lindsay Todaro, Evolution Projects
Contact Person	Lindsay Todaro, Evolution Projects

Project Address	425 North Lake Boulevard, Tahoe City, CA
Assessor Parcel Number	094-070-0010-000
Zoning	Tahoe Basin Area Plan – Greater Tahoe City Mixed-Use Town Center (MU-TC)

DEVELOPMENT PROPOSAL SUMMARY / PROJECT DESCRIPTION:

The Placer County Planning Services Department is the Lead Agency for the project. Although generally described here, the project shall be constructed as per the plans dated July 11, 2024 with the approval date of July 31, 2024, and titled "Evo Hotel". The project involves the renovation of an existing hotel and includes repurposing the Porte-cochere ingress lane to outdoor hotel accessory use area with spa and fire pit, installation of new concrete stem wall with black rolled steel, glass wall, planters, vertical wood slats in the entry way, landscaping at the hotel entry and along sidewalk frontage, adding second story deck glass wall and raising the height of a portion of roof, new paint, window replacement and exterior lighting throughout the entire hotel, addition of trash enclosure and restriping/configuration of parking and onsite circulation. Frontage improvements include decommissioning the existing driveway apron associated with Porte cochere and extending the paver sidewalk and curb in its place.

No changes to the use, density or hotel operations are proposed (i.e. 48 tourist accommodation units and one manager's unit).

CEQA COMPLIANCE:

The project is Categorically Exempt from environmental review pursuant to the provisions of Section 15303 of the California Environmental Quality Act Guidelines and Section 18.36.050 of the Placer County Environmental Review Ordinance (Class 3, New Construction or Conversion of Small Structures).



Tahoe Basin/Olympic Valley Design Review Committee:

The Tahoe Basin Design Review Committee reviewed and provided a recommendation of approval for the “Evo Hotel” on June 25, 2024 with the following conditions of approval that have been addressed and incorporated into the approved plans dated July 31, 2024.

1. The accessible entry gate providing from the sidewalk through the amenity area shall be a black steel gate with black steel vertical slats and caps. Mesh screening will be installed on the interior side of the gate.
2. The trash enclosure shall include steel posts at all four corners and shall include gates. The parking stall(s) identified in front of the trash enclosure shall be removed so the gates can be opened at any time.
 - a. Advisory Comment: It is suggested that the applicant consider reorienting the trash enclosure in an east-west direction and farther to the east, with the gates opening to the north. This placement could facilitate easier access to the trash enclosure by the trash truck and increase the circulation aisle width. This reorientation could be reviewed and approved at the staff level.
3. The existing triangle planter on the western side of the ingress/egress shall be clad in black rolled steel.

SITE REVIEW:

A. Building arrangement, setbacks, exterior appearance (type of finish, colors, materials, etc.):

There are no changes to the building location, arrangement or setbacks. A small portion of roof of the second structure story facing North Lake Boulevard will be raised but will be within the existing height of the building. There will be no appreciable change in visible volume or massing. All exterior improvements are identified on, and shall be constructed to comply with, the approved site plans dated July 31, 2024, and titled “Evo Hotel”.

B. Parking, traffic, circulation and frontage improvements:

Existing conditions are overparked, providing for 87 spaces whereas 49 are required. Onsite circulation will be reconfigured to remove the ingress drive aisle through Porte cochere and leave the existing 20-foot, two-lane ingress/egress drive aisle in place. Circulation is also modified to accommodate fire access, standard parking stall and drive aisle requirements. After these modifications 64 stalls will remain.

Frontage improvements include decommissioning the existing driveway apron associated with Porte cochere and extending the paver sidewalk and curb in its place.

Advisory Note: Any future adjustments to the 20-foot, two lane ingress/egress drive aisle or adjustments to existing improvements to the east or west may trigger upgrading the drive aisle to meet a 24 foot width development standard.



C. Snow storage and removal:

Snow storage and removal will consist of an onsite storage plan and an off-haul plan as allowed by the Tahoe Basin Area Plan section 3.09.E.5. The off-haul plan is a condition of approval of the required improvement plans. No storage is allowed in the SEZ or SEZ setbacks.

D. Grading and storm drainage:

Grading is proposed as part of the parking reconfiguration. All grading will be addressed as part of the improvement plans. The project has existing permanent Best Management Practices (BMPs). No changes are proposed to the BMPs. As part of the improvement plans, a written text addressing existing and proposed conditions, the downstream effects of the proposed improvements, and a Best Management Practices (BMP) Plan to provide temporary and permanent water quality protection is required.

E. Improvement Plans required:

☒ Yes ☐ No. If Yes, plans must be submitted separately to Engineering and Surveying for review and must be accompanied by a copy of this approved Design Review Agreement. The building permit cannot be issued until the improvements plans are approved.

F. Landscaping:

Applicant is responsible for the maintenance and replacement of all plant materials. Failure to do so will result in a violation of the Placer County Zoning Ordinance. Existing landscaping shall not be removed or severely trimmed without the approval of the DRC. Landscaping is proposed in several interior areas and shall be installed as per site plans dated July 31, 2024, and titled "Evo Hotel".

G. Walls, fences, gates and trash enclosures:

The existing cobble stone wall adjacent to the sidewalk will be replaced with a five foot zero inches tall wall that encloses the proposed amenity area. The lower two feet shall be of black rolled steel and the upper three feet shall be of glass of that is TRPA code compliant and has a reflectivity of less than 11 percent. An accessible entry gate from the sidewalk through the amenity area provides access to the site and shall be a black steel gate with black steel vertical slats and caps. Mesh screening will be installed on the interior side of the gate. No other fences, walls or gates are proposed.

A trash enclosure is proposed on the southern side of the parking lot and shall accommodate two dumpsters. The trash enclosure shall include steel posts at all four corners and shall include gates. The parking stall(s) identified in front of the trash enclosure shall be removed so the gates can be opened at any time.

All of these improvements shall be installed as per site plans dated July 31, 2024, and titled "Evo Hotel".



H. Exterior lighting:

Exterior lighting is proposed as part of this project and shall comply with the plans with the approval date of July 31, 2024, and titled "Evo". All lighting must be shielded, downcast and be night-sky compliant. Light trespass across property lines is not permissible and no flashing or blinking lights are allowed.

I. Engineering and Surveying Division comments and/or conditions:

The Engineering and Surveying Department (ESD) has reviewed the information provided with this Design/Site Review Application and has recommended approval of the project with conditions of approval outlined in memo from Monica Grammenos dated July 12, 2024.

J. Environmental Health Services:

Environmental Health Department has reviewed the information provided with this Design/Site Review Application and has recommended approval of the project with conditions of conditions as outlined in a memo from Danielle Pohlman dated July 10, 2024.

K. Building Services Division:

The Building Services Division has reviewed the information provided with this Design/Site Review Application and has recommended approval of the project with conditions of approval outlined in memo from Steve Adcock dated March 7, 2024.

L. Other

- a. Obtain all other agency permits including but not limited, Placer County Improvement Plans and TRPA permitting

M. Indemnification

The applicant shall, upon written request of the County, defend, indemnify, and hold harmless the County of Placer, the County Board of Supervisors, and its officers, agents, and employees, from any and all actions, lawsuits, claims, damages, or costs, including attorney's fees awarded by a certain development project known as the Evo Hotel PLN24-00038. The applicant shall, upon written request of the County, pay or, at the County's option, reimburse the County for all costs for preparation of an administrative record required for any such action, including the costs of transcription, County staff time, and duplication. The County shall retain the right to elect to appear in and defend any such action on its own behalf regardless of any tender under this provision. This indemnification obligation is intended to include, but not be limited to, actions brought by third parties to invalidate any determination made by the County under the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) for the Project or any decisions made by the County relating to the approval of the Project. Upon request of the County, the applicant shall execute an agreement in a form approved by County Counsel incorporating the provision of this condition.







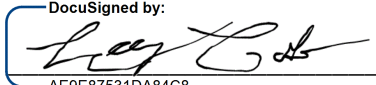
N. Approval Period

Design Review approval shall be valid for thirty-six months from the date of approval of this Agreement: July 31, 2024. Expiration shall be July 31, 2027. Extensions may be granted by the Planning Department at the applicant's request. Such extensions must be made at least thirty (30) days prior to the expiration date and accompanied by the appropriate fee.

O. Modifications:

Modification to any of the approved Design Review plans, including but not limited to window design, location and details, and/or to the light fixture, must be approved **prior** to construction/installation of such changes. Failure to do so may result in the requirement to modify the project to comply with the approved Design Review and/or result in the inability to issue a final approval for occupancy of your project.

REVIEWED AND APPROVED AS PROVIDED ABOVE BY:		
Department	Name	Date
Planning Services Division	 Heather Beckman	7/31/2024
Engineering and Surveying Division	 Monica Grammenos P.E.	7/24/2024
Environmental Health Services	 Danielle Pohlman, REHS	7/18/2024
Building Services Division	 Steve Adcock	7/29/2024

Applicant's Signature:  AE9E87531DA84C8...

Date: 7/31/2024



Attachments:

Attachment A: Approved Plans "Evo Hotel" dated July 11, 2024 and stamped approved July 31, 2024

Attachment B: Engineering and Surveying Division Memo

Attachment C: Environmental Health Memo

Attachment D: Building Services Division Memo

MEMORANDUM

TO: Heather Beckman, Planning Services Division

FROM: Monica Grammenos P.E., Engineering and Surveying Division

SUBJECT: PLN24-00038 Evo Hotel Remodel Design Review; 436 North Lake Blvd.,
Tahoe City (APN: 094-070-010)

DATE: April 1, 2024
REVISED July 12, 2024

The applicant is proposing to remodel the existing “America’s Best Value Inn” hotel and parking area. Work includes light finish work to the rooms and building exterior and structural improvements to strengthen the existing post and beams to correct any deformation. The second-floor spa will be replaced and an outdoor seating area with firepits is proposed along the south-east corner of the property. The parking lot area will be restriped to improve circulation. The project is accessed from and has frontage along North Lake Boulevard (State Highway 28).

The Engineering & Surveying Division (ESD) **approves** the Design Review application with the following Conditions of Approval:

1. The applicant shall prepare and submit Improvement Plans, specifications and cost estimates (per the requirements of Section II of the Land Development Manual (LDM) that are in effect at the time of submittal) to the Engineering and Surveying Division (ESD) for review and approval. The plans shall show all physical improvements as required by the conditions for the project as well as pertinent topographical features both on and off site. All existing and proposed utilities and easements, on site and adjacent to the project, which may be affected by planned construction, shall be shown on the plans. All landscaping and irrigation facilities within the public right-of-way (or public easements), or landscaping within sight distance areas at intersections, shall be included in the Improvement Plans. The applicant shall pay plan check and inspection fees with the 1st Improvement Plan submittal.

Conceptual landscape plans submitted prior to project approval may require modification during the Improvement Plan process to resolve issues of drainage and traffic safety.

Any Building Permits associated with this project shall not be issued until, at a minimum, the Improvement Plans are approved by the Engineering and Surveying Division.

Prior to the County’s final acceptance of the project’s improvements, submit to the Engineering and Surveying Division one copy of the Record Drawings in digital format (on compact disc or other acceptable media) along with one blackline hardcopy (black print on bond paper) and one PDF copy. The digital format allows integration with Placer County’s

Geographic Information System (GIS). The final approved blackline hardcopy Record Drawings will be the official document of record. **(ESD)**

2. *The following condition may be deferred to the next phase of work. This condition shall be completed to the satisfaction of DPW prior to any future work being accepted as complete. The text for this condition remains in place as a reminder even though it is not applicable at this time.*

The Improvement Plans shall provide details of the location and specifications of a 10' paved shared use path located north of the northernmost property line. The Department of Public Works (DPW) is currently working with the Tahoe City Public Utility District (TCPUD) to establish an appropriate easement to encompass the paved path. The design shall include any necessary relocation of the existing drainage swale, as well as the golf course netting. The paved path shall be designed in conformance with DPW's Tahoe City Downtown Access Improvements Plan, and shall be reviewed and approved by TCPUD, ESD, and DPW. The pathway and related easement shall be constructed/recorded prior to the County's acceptance of the site improvements. Alternatively, a cash in-lieu contribution based on an approved Engineer's Estimate of the cost of constructing the paved path plus 25% contingency shall be paid to Placer County prior to Improvement Plan approval. **(ESD)**

3. *It is understood that the magnitude of grading of the proposed project is minimal. Please implement the following requirements if applicable.*

The Improvement Plans shall show all proposed grading, drainage improvements, vegetation and tree removal and all work shall conform to provisions of the County Grading Ordinance (Ref. Article 15.48, Placer County Code) and Stormwater Quality Ordinance (Ref. Article 8.28, Placer County Code) that are in effect at the time of submittal. No grading, clearing, or tree disturbance shall occur until the Improvement Plans are approved and all temporary construction fencing has been installed and inspected by the County. All cut/fill slopes shall be at a maximum of 2:1 (horizontal: vertical) unless a soils report supports a steeper slope, and the Engineering and Surveying Division (ESD) concurs with said recommendation.

The applicant shall revegetate all disturbed areas. Revegetation, undertaken from April 1 to October 1, shall include regular watering to ensure adequate growth. A winterization plan shall be provided with project Improvement Plans. It is the applicant's responsibility to ensure proper installation and maintenance of erosion control/winterization before, during, and after project construction. Soil stockpiling or borrow areas, shall have proper erosion control measures applied for the duration of the construction as specified in the Improvement Plans. Provide erosion control where roadside drainage is off of the pavement, to the satisfaction of the Engineering and Surveying Division (ESD).

If, at any time during construction, a field review by County personnel indicates a significant deviation from the proposed grading shown on the Improvement Plans, specifically with regard to slope heights, slope ratios, erosion control, winterization, tree disturbance, and/or pad elevations and configurations, the plans shall be reviewed by the County for a determination of substantial conformance to the project approvals prior to any further work proceeding. Failure of the County to make a determination of substantial conformance may serve as grounds for the revocation/modification of the project approval by the appropriate hearing body. **(ESD)**

4. *The following condition may be deferred to the next phase of work. This condition shall be completed to the satisfaction of DPW prior to any future work being accepted as complete. Depending on the future scope of work, this condition may be modified or possibly waived in its entirety. The text for this condition remains in place as a reminder even though it is not applicable at this time.*

The Improvement Plan submittal shall include a limited final Drainage Report in conformance with the requirements of Section 5 of the LDM and the Placer County Stormwater Management Manual that are in effect at the time of submittal, to the Engineering and Surveying Division for review and approval. The report shall be prepared by a Registered Civil Engineer and shall, at a minimum, include: A written text addressing existing and proposed conditions, the downstream effects of the proposed improvements, and a Best Management Practices (BMP) Plan to provide temporary and permanent water quality protection. The report shall clearly show that the post-project stormwater discharge into the County system is less than or equal to the pre-project volume. All stormwater must be routed through a water quality treatment system prior to its discharge into the County system. The applicant shall enter into a written agreement with DPW that outlines the parameters under which the applicant may discharge stormwater runoff into the County system. The agreement shall be in place prior to Improvement Plan approval. In addition, storm drain easements may be required if not already in place. **(ESD)**

5. Prior to Improvement Plan approval, provide the Engineering and Surveying Division with a letter from the appropriate local fire protection agency describing conditions under which service will be provided to this project. A representative's signature from the appropriate fire protection district shall be provided on the Improvement Plans. **(ESD)**
6. The Improvement Plans shall be approved by the water supply entity for water service, supply, and maintenance. A "will-serve" letter or a "letter of availability" indicating that the entity has the ability and system capacity to provide the project's domestic and fire protection water quantity needs shall be submitted with the Improvement Plans to Environmental Health

and the Engineering and Surveying Division. Since the project doesn't propose a change in use or anticipate any changes to the water and sewer facilities, an acknowledgment letter from the Tahoe City Public Utility District (TCPUD) indicating their approval of the project will suffice. **(ESD / EH)**

7. Prior to Improvement Plan approval, provide the Engineering and Surveying Division with any required Tahoe Regional Planning Agency (TRPA) permits/approval. **(ESD)**
8. The Improvement Plans shall show that all storm water runoff shall be diverted around trash storage areas to minimize contact with pollutants. Trash container areas shall be screened or walled to prevent off-site transport of trash by the forces of water or wind. Trash containers shall not be allowed to leak and must remain covered when not in use. **(ESD)**
9. The Improvement Plans shall show that parking spaces, ramps, and access ways meet current California Building Code accessibility standards. **(ESD)**
10. The Improvement Plans shall show the installation/construction of onsite bicycle racks or secured bicycle lockers. **(ESD)**
11. Prior to acceptance of the Improvement Plans as complete, the applicant shall demonstrate adequate on-site snow storage capacity to the satisfaction of the County or provide a snow storage management plan and evidence of an off-haul snow contract per TBAP 3.09E5. In addition, a recorded "Agreement to Haul On-site Snow" may be required. **(ESD)**
12. Per the Tahoe Basin Area Plan (TBAP) Implementing Regulations section 3.09F1b, all onsite overhead utilities shall be undergrounded. **(ESD)**
13. Prior to Improvement Plan approval, provide the Engineering and Surveying Division with any required California Department of Transportation (CalTrans) permits/approval. At ESD's sole discretion, this requirement may be deferred until prior to acceptance of improvements. **(ESD)**
14. The Improvement Plans shall show the removal of the easternmost curb cut along Highway 28 and replaced with standard curbing and pavers to match the surrounding area. **(ESD)**
15. The project is proposing to keep the existing river stone planter box to the west of the main entry adjacent to the sidewalk along Highway 28. The project further proposes to construct a façade around the planter such that it better matches the architecture of the other proposed improvements. If through the design and/or construction process it is determined that the existing planter box needs to be removed, the project will be required to redesign the entry to meet current County standards. The existing planter box may not be removed and replaced in its current location and size. **(ESD)**

MEMORANDUM

DATE: July 10, 2024

TO: Planning Services Division

FROM: Danielle Pohlman, REHS

SUBJECT: PLN24-00038 Evo Hotel Design Review, EH COAs

APN: 094-070-010

Environmental Health has reviewed the above-referenced design review and has the following conditions of approval:

1. The project shall remain connected to Tahoe City Public Utility District for sewer and treated water service. The site improvements shall meet all requirements from the district.
2. It has been determined that the facility has an abandoned pool that should have been properly demoed under permit with the Building Division. Prior to certificate of occupancy for the renovated hotel, the pool shall either be properly demolished and filled in as per the requirements of the Building Division or have an approved building permit for renovation to be brought up to code with plan check approval from Environmental Health's Consumer Protection Program.
3. The existing spa on the second floor shall be properly abandoned prior to certificate of occupancy for the renovated hotel. A new spa is proposed as a deferred submittal and shall obtain an approved plan check from Environmental Health's Consumer Protection Program prior to issuance of a building permit.
4. The current project description does not include breakfast service. Should the project wish to include food services, Environmental Health shall be contacted to determine the applicable requirements.
5. The project improvement plans shall include the following language:
 - If at any time during the course of executing the proposed project, evidence of soil and/or groundwater contamination with hazardous material is encountered, the applicant shall immediately stop the project and contact Environmental Health. The project shall remain stopped until there is resolution of the contamination problem to the satisfaction of

MEMORANDUM

Environmental Health and to the Regional Water Quality Control Board.

- The discharge of fuels, oils, or other petroleum products, chemicals, detergents, cleaners, or similar chemicals to the surface of the ground or to drainage ways on, or adjacent to, the site is prohibited.
- If Best Management Practices are required by ESD for control of urban runoff pollutants, then any hazardous materials collected shall be disposed of in accordance with all applicable hazardous materials laws and regulations.



BUILDING SERVICES

Memorandum

To: Heather Beckman

From: Steve Adcock, Building Inspector - Supervisor

Date: 3/7/2024

Subject: PLN24-00038 Evo Hotel DSA

I have reviewed the plans and documents provided for this DSA and have the following comments at this time:

1. Building permit applications are required to be submitted to the Building Services Tahoe Division, contact staff for any questions or clarifications needed.
2. The Project Scope noted on sheet G0.1 needs to be revised to correct the incorrect assumptions that this project is not an alternation. The CBC defines alterations as, "Any construction or renovation to an existing structure other than repair or addition." This project will be considered a tenant improvement and as such, any replaced item will be required to meet current building code requirements.
3. Any proposed structural modifications are required to be designed by a California Registered Design Professional (RDP). Structural plans and calculations are required to be included with your Building Permit application submittal documents.
4. The plans/documents submitted along with the Building Permit application will be required to meet the building code requirements enforced at the time of application submittal. It appears the plans provided have been designed per the 2016 code cycle. Because we are currently in the 2022 code cycle, the plans will need to be updated to meet the 2022 Building Code requirements as long as the complete Building Permit application is submitted before 12/31/2026.
5. Review the proposed design to ensure the applicable California Accessibility requirements of chapter 11 of the California Building Code will be met.

Exhibit D

Legal Description of Project Site

For APN/Parcel ID(s): 094-070-010-000

Beginning at an iron pin in the Northwesternly line of Lake Street, whence the quarter corner between Sections 6 and 7, Township 15 North, Range 17 East, MDB&M, bears the following two courses and distances: South $44^{\circ} 12'$ West 364.42 feet and West 192.00 feet; thence North $44^{\circ} 12'$ East along the said line of Lake Street 174.36 feet to the actual point of commencement; thence North $45^{\circ} 48'$ West 99.96 feet; thence South $44^{\circ} 12'$ West 217.12 feet; thence North $47^{\circ} 23'$ West 139.20 feet; thence North $44^{\circ} 12'$ East 310.97 feet; thence South $45^{\circ} 48'$ East 239.10 feet to the Northwesternly line of Lake Street; thence along the said last mentioned line South $44^{\circ} 12'$ West 90.00 feet to the actual point of commencement.

APN: 094-070-010-000

**NOTICE OF PUBLIC HEARING
PLACER COUNTY BOARD OF SUPERVISORS**

WHERE: North Tahoe Event Center, 8318 N. Lake Blvd, Kings Beach, CA 96143

WHEN: June 24, 2025 at 9 AM or as soon thereafter as may be heard.

SUBJECT: **TRANSIENT OCCUPANCY TAX REBATE AGREEMENT**

Notice is hereby given that, pursuant to California Government Code Section 53083, the Placer County Board of Supervisors will conduct a public hearing, on the date and time noted above, to consider a Transient Occupancy Tax Rebate Agreement, or similarly titled agreement, ("Agreement") between the County of Placer ("County") and Campus Tahoe, LLC ("Developer"). The proposed Agreement would provide for a Transient Occupancy Tax ("TOT") rebate incentive to the Project, which consists of approximately a 48 unit hotel remodel project on North Lake Boulevard in Tahoe City, CA. known as evo Hotel Tahoe City (the "Project").

The County has adopted its North Lake Tahoe Economic Development Incentive Program ("Program") to support job creation and economic development in the North Lake Tahoe region of the County. The Program was most recently updated at the May 11, 2021 Board of Supervisors meeting to establish a defined incentive structure for combined incentives. Developer has applied to the County under the Program for the TOT rebate incentive which would rebate eighty percent (80%) of the net new TOT generated from the Project back to the Developer for a period of nine (9) years. The County and Developer are proposing to enter into an Agreement that would provide a TOT rebate pursuant to the Agreement. The County is proposing to provide financial assistance in the form of an economic development subsidy to Developer as described in the proposed Agreement. Pursuant to California Government Code Section 53083 (AB 562) the following information is provided and will be posted on the County's web site, www.placer.ca.gov.

- 1) The name and address of all corporations, or any other business entities, except for sole proprietorships, that are the beneficiary of the economic development subsidy, if applicable: Campus Tahoe, LLC, 401 N 36th St, Suite 201, Seattle, WA 98103.
- 2) The start and end dates and schedule, if applicable, for the economic development subsidy: Commencing on or around July 1, 2025 for up to nine (9) years for the TOT rebate, unless sooner terminated as provided for in the proposed Agreement.
- 3) A description of the economic development subsidy, including the estimated total amount of expenditure of public funds, or of revenue lost to, the local agency, as a result of the economic development subsidy: The proposed Agreement provides for a TOT rebate of 80% on net new TOT revenue generated from the remodel project for a term of 9 years, as described in the Agreement. The County estimates newly-generated TOT revenue of at least Two Hundred Fifty-Six Thousand Six Hundred Eighty-Seven Dollars (\$256,687) and up to Three Hundred Seventy-Nine Thousand Six Hundred Thirty-Three Dollars (\$379,633) per year, with net new TOT revenue being at least One Hundred Nineteen Thousand Six Hundred Forty-Six Dollars (\$119,646) and up to Two Hundred Forty Two Thousand Five Hundred Ninety-Two Dollars (\$242,592) per year, Eighty percent (80%) of which would be rebated back to Developer for the first Nine (9) years. The anticipated value of the TOT Rebate incentive will be 80% of the total net new TOT revenue generated from the proposed project for a Nine (9) year period, which could be in the range of Nine Hundred Thirty Seven Thousand One Hundred Thirty-Four Dollars (\$937,134) up to One Million Three Hundred Sixty-One Thousand Seven

Hundred Ninety-Three Dollars (\$1,361,793). Total amounts may be higher or lower and would depend on total TOT amounts received.

- 4) A statement of the public purposes for the economic development subsidy: In February 2015, the Board of Supervisors accepted a report on Economic Development Incentives for North Lake Tahoe Town Centers. The report contained recommendations regarding policies, financing, and utilization of land use commodities. As a result, the County developed the Program to help offset the cost of developing TOT-generating lodging projects by acquiring, banking, and ultimately, transferring TAU's to projects needing TAU's. In addition, as a recommendation from a 2020 BAE Urban Economics study, which determined that additional incentives were needed to help spur development consistent with community and County environmental and economic development goals and to achieve prescribed environmental standards by redeveloping the dated built environment, the Board of Supervisors approved an added TOT rebate component which will rebate eighty percent (80%) of TOT generated back to an applicant for a period of twenty (20) years. The Program is designed to expedite renovation of dated existing lodging stock in the Tahoe basin, completion of entitled projects, and generate interest in investment in proposed new lodging development that will stimulate the local economy and provide an overall net positive impact on County revenues by working to increase the assessed value of properties on the County property tax roll, increased sales tax revenues, and over time also increase County revenues from TOT. These actions provide a necessary cost offset that allows for more predictability and a reduced timetable for commencement of a project being developed under the Program. The Project will continue the County's efforts to expand economic development opportunities for lodging properties and the generation of TOT revenue in the North Lake Tahoe region. The Project is expected to increase the County's employment base and continue to generate tax and other revenue that the County can utilize to fund general governmental services.
- 5) Projected tax revenue to the local agency as a result of the economic development subsidy: The County expects the Project will generate at least Two Hundred Fifty-Six Thousand Six Hundred Eighty-Seven Dollars (\$256,687) and up to Three Hundred Seventy-Nine Thousand Six Hundred Thirty-Three Dollars (\$379,633) per year in TOT revenue collected by the County, with net new TOT revenue being at least One Hundred Nineteen Thousand Six Hundred Forty-Six Dollars (\$119,646) and up to Two Hundred Forty Two Thousand Five Hundred Ninety-Two Dollars (\$242,592) per year, Eighty percent (80%) of which would be rebated back to Developer for the first Nine (9) years. The County expects the Project will also generate sales tax and property tax revenue, each subject to established subventions.
- 6) Estimated number of jobs created by the economic development subsidy, broken down by full-time, part-time and temporary positions: When fully operational, based on information provided by the Developer and reviewed by County staff, the County has estimated that the Project, as supported by the economic development subsidy, will create between approximately Fourteen and Twenty-Four (14-24) full time and part time jobs. Construction and entitlement of the Project is anticipated to create approximately Three (3) full time and Ninety-Five (95) part time temporary positions.

You may direct written comments to the Clerk of the Board of Supervisors, 175 Fulweiler Avenue, Auburn, CA 95603, or you may telephone the Clerk of the Board at (530) 889-4020.

Interested persons are invited to attend the hearing through the means provided on the meeting agenda, found at <https://www.placer.ca.gov/>. All letters, written materials, studies or reports, should be delivered to the Clerk of the Board, 175 Fulweiler Avenue, Auburn, CA 95603, or emailed to Boardclerk@placer.ca.gov. Accommodations for disabled or non-English speaking residents will be made available upon advance request; please contact the Clerk of the Board at (530) 889-4020.

A copy of the County's analysis of TOT revenue generated by the Project and a copy of the proposed Agreement, including backup documentation, are available for public review beginning June 9, 2025 at the Clerk of the Board of Supervisors, 175 Fulweiler Avenue, Auburn, CA 95603. Further information on the proposed action can be obtained by calling the County Executive Office at 530-889-4030 during normal business hours.

