

DECISION PAPER

**Issue:****Date: 08/10/17**

CalFire, a subsidiary of California Department of General Services, would like to enter into a long-term agreement to install a weather station for fire forecasting purposes on Tahoe Donner property.

Background:

In 2015 Tahoe Donner authorized CalFire to install a temporary weather station to assist in improved fire forecasting increasing data collection points as a result of the severe drought years. CalFire identified a location on the western ridge of Tahoe Donner property off of Glacier Way trail area.

In the summer of 2016, CalFire indicated their desire to locate a more permanent weather station through a long-term license agreement after analysis of the initial weather data thus far collected at the temporary location. CalFire's request includes install of a similar station with a wood fencing around it. The Board of Directors heard this request through Tahoe Donner staff at the August 2016 board meeting and provided feedback regarding location, and data share and collection to be made available to the public. The board was in support of the long-term installation request and directed staff to work with CalFire to come back to the board of directors with final details at a later date.

In following through with Board of Directors direction, staff discussed with the CalFire staff regarding moving the weather station. The temporary site is collecting excellent data; however, the weather station can be moved further west if needed. This current site is far off from any existing trail or road of Tahoe Donner.

A draft agreement was prepared after review of sample agreements provided by CalFire. Draft terms include a 5-year agreement and public access to collected weather data.

Options:

Option 1: Do not consider approving the draft long-term agreement with California Department of General Services for the installation of a weather station and fencing structure.

Option 2: Consider approving a long-term agreement with California Department of General Services, with modifications, for the installation of a weather station and fencing structure.

Option 3: Consider approving a long-term agreement with California Department of General Services for the installation of a weather station and fencing structure.

DECISION PAPER



Recommendation:

Management recommends the board approve Option 3: long-term agreement with California Department of General Services for the installation of a weather station and fencing structure.

Prepared By: Annie Rosenfeld

Board Meeting Date: September 23, 2017

General Manager Approval to Place on the Agenda: _____

**Memorandum of Agreement for
Portable Weather Station Construction, Access, and Maintenance**

This Memorandum of Agreement for Portable Weather Station Construction, Access, and Maintenance, dated [month] ____, 2017 (“Agreement”), is entered into by and between TAHOE DONNER ASSOCIATION (“TDA”), a California non-profit mutual benefit corporation (“Grantor”), and the CALIFORNIA DEPARTMENT OF GENERAL SERVICES (“CDGS”), An agency of the State of California whose address is 708 Third Street, Suite 5-305, West Sacramento, CA 95605, with reference to the following facts:

RECITALS

WHEREAS, TDA is the owner of certain property (APNs 17-020-27) located in Nevada County, and in and around the Town of Truckee.

WHEREAS, parcels and easements held by TDA include existing trails, roads and access points.

WHEREAS, CDGS seeks to install a portable weather station and fencing enclosure on TDA property for the purposes of weather and fire conditions forecasting, identified as 10488 Teton Way (APN 17-020-27).

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants contained therein, TDA and CDGS hereby agree, as follows:

A. Portable Weather Station and Fence/Barricade and Licensing

1. CDGS will design the proposed portable weather station and fencing enclosure (RAWS) and provide recommended specifications for the RAWS to TDA.
2. The design and construction plans for the RAWS including elevations, lists of materials, grades, etc., must be submitted and approved by TDA, in TDA’s sole discretion, prior to CDGS beginning construction of the RAWS.
3. CDGS shall provide TDA notice of intent to begin construction on the RAWS at least 30-days prior to beginning construction.
4. CDGS shall be solely responsible for the design, permitting, and construction of the RAWS and shall bear all associated costs.
5. All materials used in construction shall be furnished by CDGS.

6. CDGS shall be solely responsible for and shall bear all costs associated with obtaining any applicable state, local, and federal permits, licenses, and approvals required for construction of the RAWS as needed. CDGS shall provide TDA with copies of all executed permits prior to commencement of construction should they be required.

B. RAWS Maintenance

1. **Routine Maintenance of the RAWS.** As described more fully below, CDGS shall perform all necessary Routine Maintenance on the RAWS, and an area extending one foot on all sides of the RAWS, at its sole cost, in a manner that is satisfactory to TDA, such that the RAWS is good repair, sound condition, and free from hazards to the public.

“Routine Maintenance,” for the purposes of this Agreement, means all tasks described in in Paragraphs (1)(a) – (e) below. All Routine Maintenance, as defined herein, shall comply with applicable federal, state, and local laws. CDGS’s Routine Maintenance responsibilities for the RAWS shall specifically include the following, without limitation:

- a) Maintenance of the RAWS free from hazards and/or dangerous conditions, to include, without limitation, any fallen debris, overhanging tree limbs, and/or leaves. To the greatest extent possible, area surrounding the RAWS shall be maintained free from other potential hazards to prevent injuries to individuals coming near the RAWS.
- b) Monitoring the RAWS on no less than a monthly basis during the summer recreation season (May to October) and within 36 hours of receipt of a report from TDA that maintenance is required, to ensure that the RAWS is kept free from hazards to the public, including but not limited to heaving from tree roots, and free from litter, paper, trash, and other debris.
- c) Monitoring the fence structure for structural integrity using appropriate engineering or other experts at least once per year. CDGS shall provide TDA with a report documenting the results of this monitoring within 30 days of the inspections.
- d) Promptly conferring with TDA staff in the event of a substantially dangerous condition on the RAWS, including, without limitation, heavy tree limbs, and/or other heavy fallen debris, material deterioration of the RAWS.
- e) Acquire, as needed, a sufficient supply of materials necessary to maintain and/or repair the RAWS.
- f) CDGS shall refrain from trespassing on or damaging adjacent properties and agrees that it shall not engage in any such activity. If, in the conduct of the work and in the opinion of CDGS, adjoining property must be utilized to perform Routine Maintenance, CDGS will promptly confer with TDA staff to notify adjacent property owners and gain permission to utilize such property if such right has not been granted by the particular easement at that location. Furthermore,

CDGS shall hold TDA harmless from any claims of neighboring property owners resulting from activities conducted pursuant to this Agreement.

- g) CDGS shall provide a report to TDA on an annual basis which describes any maintenance activities conducted on the RAWS during the prior calendar year. In addition, the annual report shall note any safety concerns or public usage issues addressed by CDGS during the prior calendar year. A copy of the annual report for the preceding calendar year shall be provided to TDA prior to May 1st.
2. **TDA Maintenance.** In the event CDGS is unable to carry out any of its Routine Maintenance responsibilities hereunder, as provided in Paragraph 1, TDA may take whatever steps it deems reasonably necessary to adequately maintain the RAWS, including but not limited to conducting the maintenance, or if necessary to ensure safety, closing the RAWS and surrounding until maintenance has taken place. The decision to close the RAWS and surrounding area or perform maintenance shall be in TDA's sole discretion. In the event TDA must conduct necessary maintenance pursuant to this section, TDA may seek reimbursement of reasonable expenses from CDGS. Nothing herein shall require TDA to provide any repairs or maintenance to the RAWS.

C. Term of Agreement

1. The term of this Agreement shall be deemed to have commenced on the Effective Date, and shall extend for a five-year term, from the effective date, expiring on _____, 20__ unless renewed or terminated pursuant to the terms of this Agreement.
2. At all times during the term of the Agreement, CDGS shall provide Routine Maintenance work on the RAWS and TDA hereby grants CDGS all necessary rights to enter upon the Trails to perform such maintenance. CDGS shall provide at least 24 hour notice before entering TDA's property to conduct Routine Maintenance.
3. TDA shall have the right to terminate this Agreement for cause by providing to CDGS thirty (30) days prior written notice of its intention to terminate. Appropriate cause for determination includes, but is not limited to, failure to abide by the terms of this Agreement or any violation of applicable laws. Upon any such termination, CDGS shall have no further rights or obligations under the terms of this Agreement.
4. CDGS shall not assign any right conferred to it under this Agreement without prior written consent of TDA, which may be withheld in its sole and absolute discretion.
5. Prior to expiration of the 5-year term, CDGS and TDA, or their successors or assigns, may agree to renew this Agreement, if provided in writing.
6. CGDS shall provide public access to the RAWS data through appropriate data viewing portal.

D. Insurance

1. **Liability Insurance:** During the term of this Agreement, CDGS shall maintain a policy of commercial general liability insurance insuring TDA against any liability arising out of the maintenance of the RAWS. CDGS shall list TDA, and its members, officers, and employees as an “additional insured” and it shall be stated on the Certificate of Insurance with the provision that this coverage is primary to all other coverage TDA may possess. The insurance will be maintained with limits in an amount of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and TWO MILLION DOLLARS (\$2,000,000.00) in the aggregate.
2. **Insurance Policies:** Insurance carried by CDGS will be with companies acceptable to TDA in TDA’s sole and absolute discretion. CDGS shall deliver to TDA a certificate of insurance evidencing the existence and amounts of the insurance and listing TDA as an additional insured prior to accessing any TDA property and shall provide an updated certificate of insurance within sixty (60) days prior to beginning construction. No policy shall be subject to cancelation or reduction of coverage or other modification except after 30 days prior written notice to TDA. Upon cancelation, CDGS shall promptly provide TDA with a certificate evidencing the purchase of replacement coverage as required by Paragraph (D)(1) above.

E. Indemnity

1. **Indemnification:** During the Term, CDGS agrees to indemnify and hold harmless TDA and its members, officers, agents, employees, and volunteers from any and all claims arising in any way from CDGS’s Construction and Routine Maintenance of the RAWS, as described in sections A through C, above. In connection with such claims, CDGS agrees to indemnify and hold harmless TDA and its members, offices, agents, employees, and volunteers from the costs of investigation and all expenses of litigation, including but not limited to reasonable attorneys’ fees and costs of appeals. Nothing herein shall be construed to create a right or cause of action in any third party.

F. Miscellaneous

1. **Entire Agreement.** The terms, conditions, and covenants of this Agreement constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersede all prior discussions, understandings, agreements, and negotiations between the parties with respect to the construction and maintenance of the RAWS.
2. **Modifications.** This Agreement may be modified only by a written instrument duly executed by the Parties.

3. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California.
4. Severability. If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition of this Agreement shall be valid and unenforceable to the fullest extent permitted by law.
5. Notice. All requests, proposals, notices and other communication hereunder shall be in writing unless otherwise specified herein and shall be sent or delivered by certified mail, return receipt requested, to the address set forth below (or such other address as may be hereafter specified in writing):

To TDA: Tahoe Donner Association
11509 Northwoods Blvd
Truckee, CA 96161
Attn: Annie Rosenfeld
Director of Risk Management and Real Property

To CDGS: California Department of General Services
707 Thirds Street, Suite 5-305
West Sacramento, CA 95605

6. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed original for all purposes.

WHEREFORE, the undersigned execute this Agreement as follows:

Dated: _____ TAHOE DONNER ASSOCIATION

By: _____

Dated: _____ CALIFORNIA DEPARTMENT OF
GENERAL SERVICES

By: _____



DEPARTMENT OF FORESTRY AND FIRE PROTECTION

COOPERATIVE AGREEMENT/LICENSE

For Prevention and Suppression of Forest Fires
CAL FIRE 719 (07/15) (page 1 of 2)

CAL FIRE #1T169468
(No. assigned by HQ TS, Lands Unit)

Table with 4 columns: PROJECT, COUNTY, Designated LICENSOR, Designated LICENSEE. Rows include: Project details (Truckee Remote Automated Weather Station, Nevada), Authority Cited (Public Resources Code 4141, Government Code 14662.5), THIS AGREEMENT (dated August 10, 2016), PROPERTY DESCRIPTION (APN: 1702027000), PURPOSE (install FTS Remote Automated Weather Station), SUBJECT TO (legal disclaimer and termination clause), LICENSOR (State of California), and WITNESS NAME.



COOPERATIVE AGREEMENT/LICENSE (CAL FIRE 719) INSTRUCTIONS

This form replaces the previous A-19 form, which was developed by DGS for our use under their delegation. We have determined that CAL FIRE has its own organic authority to enter into agreements with property owners for the prevention and suppression of forest fires, including, but not limited to: fire access truck trails, fuel breaks, weather telemetry stations, access roads, utilities, water facilities, training sites, fire control staging areas, communications, etc.

Unit to fill in the form according to the following instructions:

Submit completed form, along with the CEQA document that is being used for the project, via email, to the Real Property Manager/Real Property Analyst, Sacramento Headquarters, Technical Services, Lands Unit, for review, assignment of CAL FIRE number, and approval.

1. Once approved and returned to you via email, print three (3) originals, obtain "Licensor's" signature and date on all three (3) originals.
2. Have all three (3) originals signed and dated by an appropriate CAL FIRE Witness (normally staff in charge of the project), on the "Witness" line.
3. Return all three (3) completed originals with wet signatures to the Real Property Analyst, Sacramento Headquarters, Technical Services, Lands Unit.
4. When received by Sacramento Headquarters, Technical Services, Lands Unit, the Real Property Manager will sign and date all three (3) originals, as the Licensee for the State of California.
5. Two (2) fully executed originals will be returned to the Unit for distribution. One original for Unit, one original for "Licensor".
6. One (1) fully executed original will be retained by Sacramento Headquarters, Technical Services, Lands Unit.
7. If payment is involved, Sacramento Headquarters, Technical Services, Lands Unit, will notify accounting to schedule payment(s).

FIELDS TO BE FILLED:

CAL FIRE NUMBER: Provided by Sacramento Headquarters, Technical Services, Lands Unit.

PROJECT: Provide Project Name. (Location, Purpose, i.e. Redding AAB, Air Attack Management Class).

COUNTY: Provide Project County.

LICENSOR: Provide Name of Property Owner.

THIS AGREEMENT: Enter date Agreement is to begin. (Allow 1-2 weeks for review and approval).

PROPERTY DESCRIPTION: Provide Address, APN, and/or portion of Section/Township / Range, and/or any other identifier(s).

PURPOSE: Provide specific details of what property is to be used for.

ATTACHMENTS IF NEEDED: If applicable, enter the number of pages of attachments to be submitted. Double click on box that applies if including an attachment. Under "default value" choose "checked". When checking "other", please provide brief description (i.e. Fee and Schedule, additional detail, etc.).



State of California
The Natural Resources Agency
California Department of Forestry and Fire Protection

NOTICE OF EXEMPTION

PROJECT TITLE	Truckee Remote Automated Weather Station		
PROJECT LOCATION	SE ¼, NE ¼ Section 11, T17N, R15E MDB&M Norden 7.5' USGS Qua	COUNTY	Nevada
LEAD AGENCY	California Department of Forestry and Fire Protection		
CONTACT	Elsa Hucks, Forester I		
ADDRESS	CAL FIRE Nevada Yuba Place 13760 Lincoln Way Auburn CA 95603	PHONE	530-889-0111 EXT 127

PROJECT DESCRIPTION

This project involves the establishment of a long-term lease agreement and installation of a remote area weather station in the Tahoe Donner community. The property the station is to be installed on belongs to the Tahoe Donner Homeowner's Association and is utilized as common area, for recreational use only. The project involves setting up and securing a tripod-style fixed weather station and a wandering Wyoming-style fence around it with snow stick markers for safety. The Department of General Services will establish a long-term lease agreement with the Tahoe Donner Homeowner's Association for the approximate 24 foot by 24 foot square of land occupied by the remote area weather station. The project involves using a Washington Ridge Conservation Camp crew, a stake-side and two staff vehicles travelling to and from the site for installation. All on the ground work will be completed with hand tools. Installation of the station and associated fencing is expected to take two days. Light brush removal will occur to prepare the site for installation. Securing the station will involve pounding one ten-inch spike into the ground for each of the three legs. The weather station is completely self-contained and battery operated. RAWs Station will serve as the fire weather monitoring station for the Truckee National Fire Danger Rating Area.

EXEMPTION STATUS

- Categorical Exemption Type/Section: Class
 - 14 CCR § 15304 Class 4 Minor Alterations to Land
 - 14 CCR § 15311 Class 11 Accessory Structures
 - 14 CCR § 15327 Class 27 Leasing New Facilities
- Statutory Exemption (state code section):
 - Ministerial (§21080(b)(1); 15268)
 - Declared Emergency (§21080(b)(3); 15269(a))
 - Emergency Project (§21080(b)(4); 15269(b)(c))

REASONS PROJECT IS EXEMPT


This project fits under portions of Class 11 (Accessory Structures), Class 4 (Minor Alterations to Land) and Class 27 (Leasing New Facilities). After completing an environmental assessment, the Department has determined this project will have no significant impact on the environment. Field review by California Department of Forestry and Fire Protection staff confirmed that no exceptions apply that would preclude the use of a Notice of Exemption for this project. The Department has concluded that no significant environmental impact would occur to aesthetics, agriculture and forestland/timberland, air quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use planning, mineral resources, noise, population and housing, public services, recreation, transportation/traffic, or to utilities and service systems. Documentation of the environmental review completed by the Department is kept on file at the Nevada-Yuba-Placer Headquarters in Auburn.

DATE RECEIVED FOR FILING

Governor's Office of Planning & Research

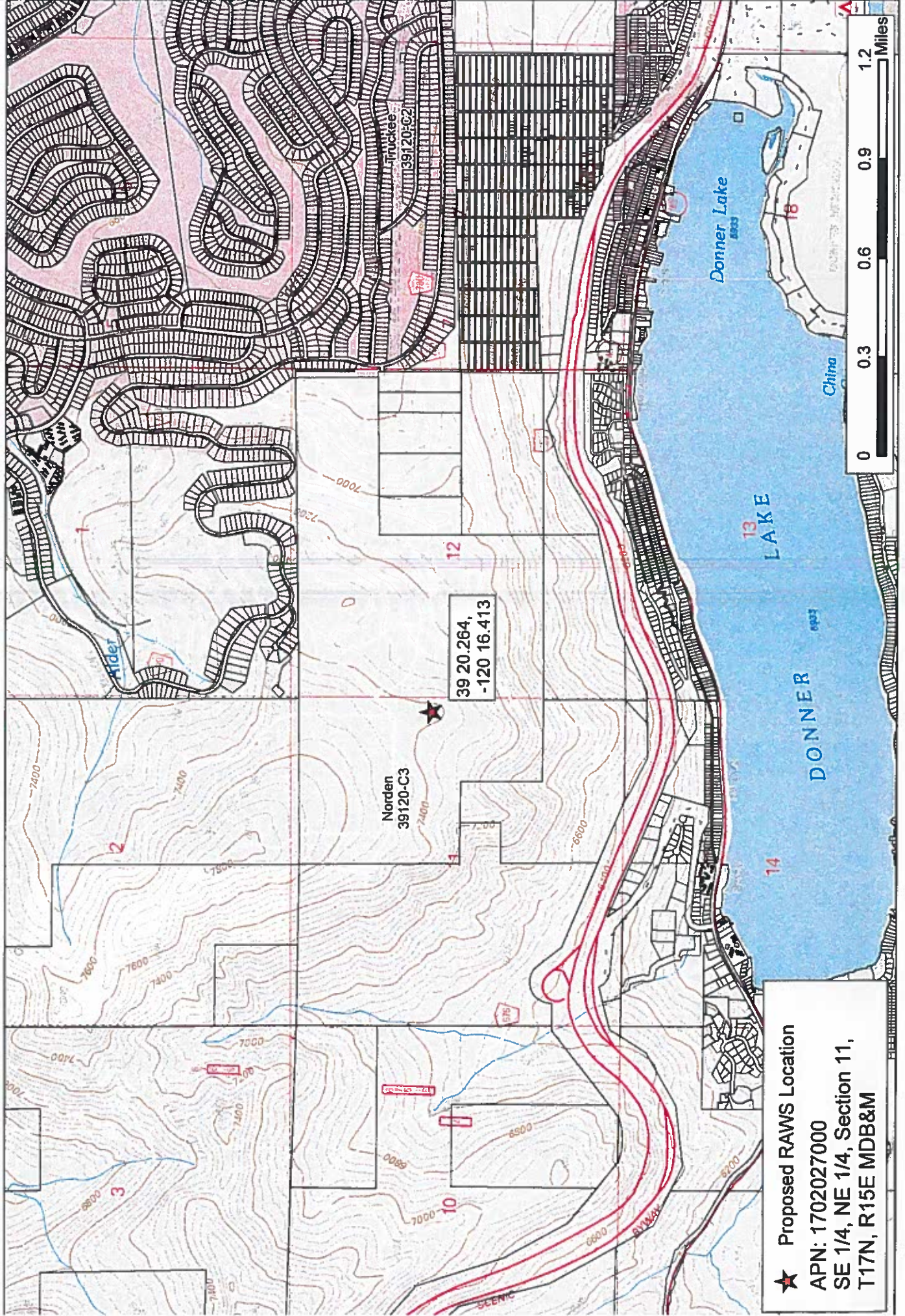
AIIG 04 2016

STATE CLEARINGHOUSE


 Helge Eng, Deputy Director Date 8/4/16
 California Department of Forestry and Fire Protection



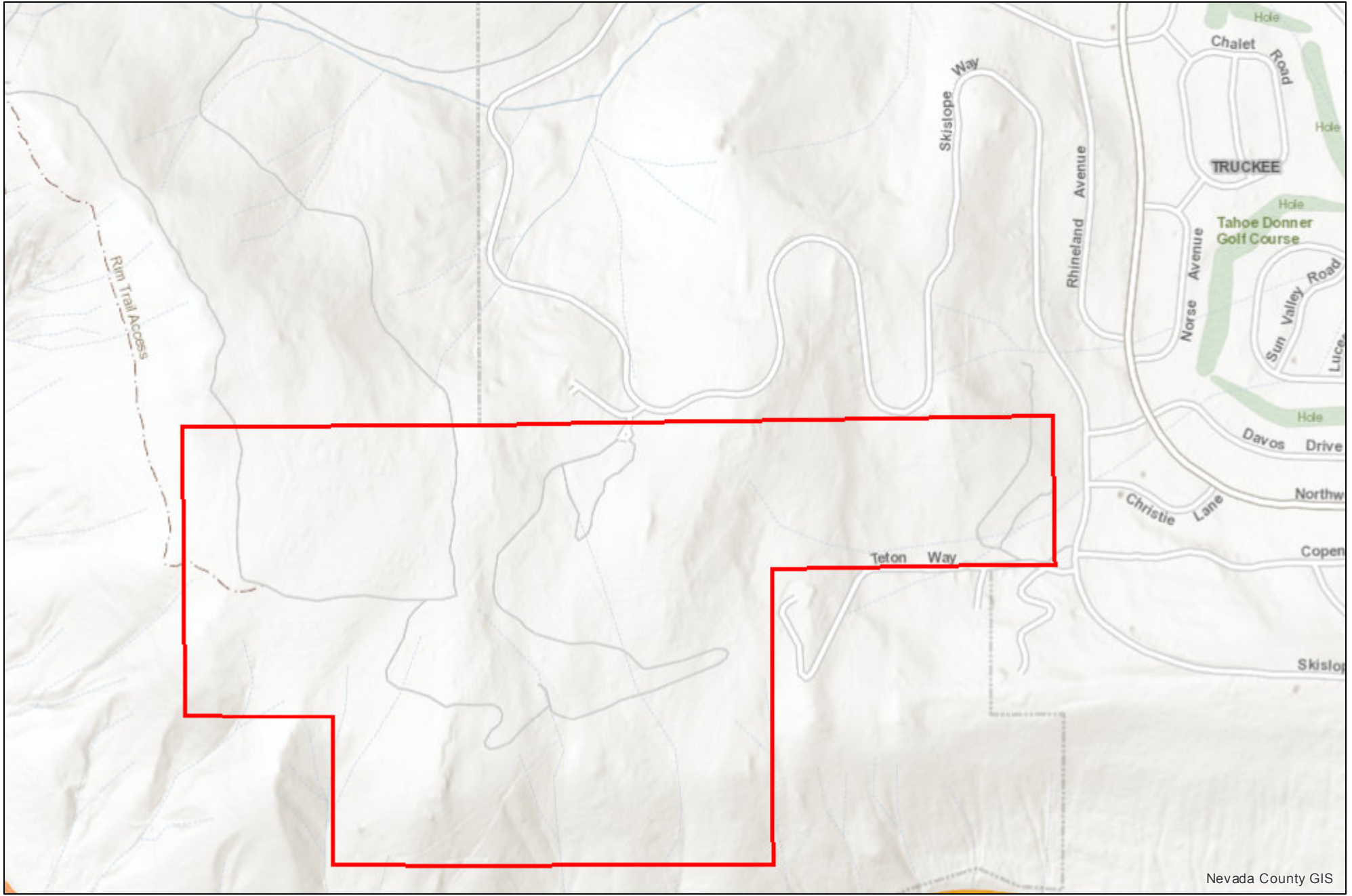
Proposed Location for Tahoe Donner RAWS Station



★ Proposed RAWS Location
 APN: 1702027000
 SE 1/4, NE 1/4, Section 11,
 T17N, R15E MDB&M

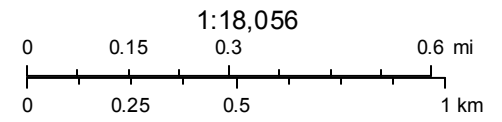


APN 17-020-27 10488 TETON WAY



Nevada County GIS

September 13, 2017



Nevada County GIS
©2015

INFORMATION



Issue:

Date: 08/18/16

CalFire would like to enter into a long-term license agreement to install a weather station for fire forecasting purposes on Tahoe Donner property.

Background:

CalFire has approached Tahoe Donner to see if the Association would be willing to allow installation of a weather station to assist in fire forecasting through a long-term license agreement.

The need for having the another weather station is elevated due to the drought. The station will provide valuable information that will shape dispatch levels for CAL FIRE, Truckee Fire and the US Forest Service. Any data to improve response and appropriate staffing in the area has great benefits to the community.

The location CalFire is interested in off of Glacier Way. Please see map associated with proposed permanent location and photo of what the station is proposed to look like.

Options:

Option 1: Do not approve staff to work with CalFire to produce a license agreement for the purpose of board review and consideration.

Option 2: Approve staff to work with CalFire to produce a license agreement for the purpose of board review and consideration.

Recommendation:

Management recommends the board approve Option 2: staff to work with CalFire to produce a license agreement for the purpose of board review and consideration.

Prepared By: Annie Rosenfeld, Director of Risk Management and Real Property

Board Meeting Date: September 3, 2016

General Manager Approval: _____ **Date:** _____



DEPARTMENT OF FORESTRY AND FIRE PROTECTION

COOPERATIVE AGREEMENT/LICENSE

For Prevention and Suppression of Forest Fires
CAL FIRE 719 (07/15) (page 1 of 2)

CAL FIRE #1T169468
(No. assigned by HQ TS, Lands Unit)

PROJECT	Truckee Remote Automated Weather Station	COUNTY	Nevada
Designated LICENSOR (Controls/Owns Prop.)	Tahoe Donner Homeowner's Association	Designated LICENSEE: Real Property Manager	Department of Forestry and Fire Protection
AUTHORITY CITED:	<p><u>Public Resources Code 4141.</u> <i>The Department may, for the prevention and suppression of forest fires, enter into cooperative agreements with any person, firm, association, or corporation that owns or controls any forest, brush, grass, or grain lands, under such terms as the Department deems advisable, and may renew, revise, or terminate these agreements.</i></p> <p><u>Government Code 14662.5.</u> <i>In any agreement entered into whereby the state obtains a grant of easement, lease, license, right-of-way entry (including without limitation, a right-of-way, or right of entry on or over property of any railroad), the state agency or its director entering into the agreement on behalf of the state may agree to indemnify and hold harmless the grantor, lessor, or licensor and may agree to repair or pay for any damage proximately caused by reason of the uses authorized by such easement, lease, license, right-of-way, or right of entry agreement.</i></p>		
THIS AGREEMENT: (dated for reference purposes, <u>August 10, 2016</u>)			
By and between LICENSOR and LICENSEE, named above, in consideration of public services to be performed by LICENSEE for the prevention and suppression of forest fires, hereby licenses to the LICENSEE, use of the property under the ownership and/or control of LICENSOR, described as follows:			
PROPERTY DESCRIPTION <i>Provide address, APN and/or portion of Section/Township/Range, and/or other identifier(s):</i>	APN: 1702027000 SE 1/4, NE 1/4, Section 11 T17N, R15E MDB&M		
PURPOSE	Said Agreement on the above described premises will be as follows: Permission to install a FTS Remote Automated Weather Station, RAWS, install an approximate 24' x 24' perimeter of fencing. Access to site for annual maintenance and periodic monitoring.		
SUBJECT TO	<p>To the extent that they can legally do so, both parties to this agreement agree to hold each other harmless against any and all claims for injury to the person or damage to the property, arising from the uses herein stated, except where such injury or damage is proximately caused by the negligent or willful acts of others, its servants, agents, or employees.</p> <p>Either Party shall have the right to terminate this Agreement with 90 days written notice, and in event of and prior to such termination, reserves the right to remove any improvement erected by it upon the said premises.</p> <p>Attachments if needed: (Total number of pages attached _____, including the following checked items)</p> <p><input type="checkbox"/> Legal description <input checked="" type="checkbox"/> Location map <input checked="" type="checkbox"/> Site plan <input type="checkbox"/> Other</p>		
LICENSOR:	LICENSEE: State of California Department of Forestry and Fire Protection		
Signature _____	Signature _____		
Property control type _____	Title <u>Real Property Manager</u>		
Date _____	Date _____		
WITNESS NAME: _____	Date _____		



COOPERATIVE AGREEMENT/LICENSE (CAL FIRE 719) INSTRUCTIONS

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Unit to fill in the form according to the following instructions:

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1. Once approved and returned to you via email, print three (3) originals, obtain "Licensor's" signature and date on all three (3) originals.
2. Have all three (3) originals signed and dated by an appropriate CAL FIRE Witness (normally staff in charge of the project), on the "Witness" line.
3. Return all three (3) completed originals with wet signatures to the Real Property Analyst, Sacramento Headquarters, Technical Services, Lands Unit.
4. When received by Sacramento Headquarters, Technical Services, Lands Unit, the Real Property Manager will sign and date all three (3) originals, as the Licensee for the State of California.
5. Two (2) fully executed originals will be returned to the Unit for distribution. One original for Unit, one original for "Licensor".
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7. If payment is involved, Sacramento Headquarters, Technical Services, Lands Unit, will notify accounting to schedule payment(s).

FIELDS TO BE FILLED:

CAL FIRE NUMBER: Provided by Sacramento Headquarters, Technical Services, Lands Unit.

PROJECT: Provide Project Name. (Location, Purpose, i.e. Redding AAB, Air Attack Management Class).

COUNTY: Provide Project County.

LICENSOR: Provide Name of Property Owner.

THIS AGREEMENT: Enter date Agreement is to begin. (Allow 1-2 weeks for review and approval).

PROPERTY DESCRIPTION: Provide Address, APN, and/or portion of Section/Township / Range, and/or any other identifier(s).

PURPOSE: Provide specific details of what property is to be used for.

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State of California
The Natural Resources Agency
California Department of Forestry and Fire Protection

NOTICE OF EXEMPTION

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LEAD AGENCY	California Department of Forestry and Fire Protection		
CONTACT	Elsa Hucks, Forester I		
ADDRESS	CAL FIRE Nevada Yuba Place 13760 Lincoln Way Auburn CA 95603	PHONE	530-889-0111 EXT 127

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EXEMPTION STATUS

- Categorical Exemption Type/Section: Class
 - 14 CCR § 15304 Class 4 Minor Alterations to Land
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 - 14 CCR § 15327 Class 27 Leasing New Facilities
- Statutory Exemption (state code section):
 - Ministerial (§21080(b)(1); 15268)
 - Declared Emergency (§21080(b)(3); 15269(a))
 - Emergency Project (§21080(b)(4); 15269(b)(c))

REASONS PROJECT IS EXEMPT

This project fits under portions of Class 11 (Accessory Structures), Class 4 (Minor Alterations to Land) and Class 27 (Leasing New Facilities). After completing an environmental assessment, the Department has determined this project will have no significant impact on the environment. Field review by California Department of Forestry and Fire Protection staff confirmed that no exceptions apply that would preclude the use of a Notice of Exemption for this project. The Department has concluded that no significant environmental impact would occur to aesthetics, agriculture and forestland/timberland, air quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use planning, mineral resources, noise, population and housing, public services, recreation, transportation/traffic, or to utilities and service systems. Documentation of the environmental review completed by the Department is kept on file at the Nevada-Yuba-Placer Headquarters in Auburn.

DATE RECEIVED FOR FILING

Governor's Office of Planning & Research

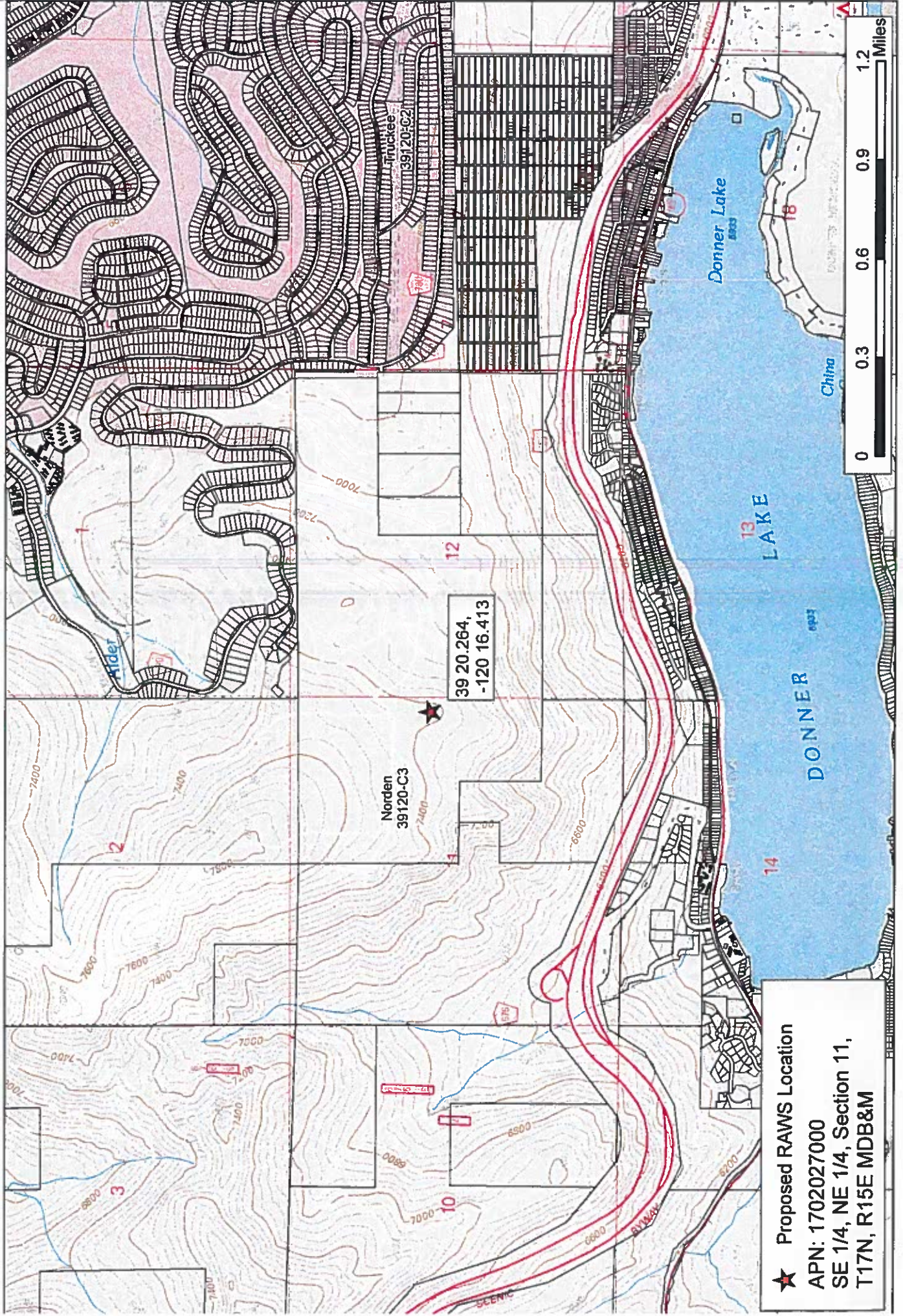
AUG 04 2016

STATE CLEARINGHOUSE

Helge Eng, Deputy Director Date 8/4/16
 California Department of Forestry and Fire Protection



Proposed Location for Tahoe Donner RAWS Station



★ Proposed RAWS Location
 APN: 1702027000
 SE 1/4, NE 1/4, Section 11,
 T17N, R15E MDB&M





MINUTES
TAHOE DONNER ASSOCIATION
REGULAR BOARD OF DIRECTORS MEETING

Northwoods Clubhouse
September 3, 2016
12:00 p.m.

A regularly scheduled meeting of the Board of Directors of Tahoe Donner Association was held that the Northwoods Clubhouse 11509 Northwoods Blvd., Truckee, California on Saturday, September 3, 2016. President Jeff Bonzon called the meeting to order at 9:00 a.m. The following Directors were in attendance, thus constituting a quorum of the authorized number of Directors of the Association:

Directors Present: Jeff Bonzon, President
Ron Wulff, Vice President
Steve Miller, Treasurer
Jeff Schwerdtfeger, Secretary
Darius Brooks, Director

Directors Absent: none

Staff Present: Robb Etnyre, General Manager
Mike Salmon, Director of Finance & Accounting
Forrest Huisman, Director of Capital Projects
Annie Rosenfeld, Director of Facilities and Risk Management
Brinn Talbot, Director of Marketing
Miguel Sloane, Director of Operations

I. CALL TO ORDER

II. MEMBER & DIRECTOR COMMENTS

The Board President, Jeff Bonzon, recognized members to comment on agenda items as they occurred. But, opened the meeting addressing the following topics that were not on the agenda but perceived as important to address and potential items to be placed on future board meeting agendas.

- Jeff Bonzon, provided the membership with a review of the Board Authorized Management Compensation plan and the General Manager hiring process

conducted in 2009, which utilized a professional CEO search firm. An employment agreement was offered to Robb Etnyre, and has been renewed with 7 different Boards of Directors covering the years 2009-2020. This employment agreement includes deferred compensation utilizing approved IRS 457f programs and required IRS Form 990 annual disclosures. Jeff Bonzon, continued to explain that the General Manager's employment agreement, performance evaluation, and changes in compensation are, by the terms of his employment agreement, required to be completed by June 15 each year.

- Jeff Bonzon also discussed this year's Tahoe Donner senior management off-site, which was not a part of the annual assessment, but utilized surplus operating funds of \$9,034.08, which is considered a normal corporate function for a midsized company with a \$21-million-dollar annual budget, 65 full-time and over 450 seasonal employees. Teambuilding, setting objectives and goals, and strategic planning are important functions of corporate off-sites.
- California Proposition 64, Marijuana Legalization (2016), Town of Truckee planned policies, and impact on Tahoe Donner.

Members may submit additional comments by email to the Board at board@tahoedonner.com.

III. D. DISCUSSION: SAFETY WITHIN TAHOE DONNER

In recent months, the Board of Directors have been receiving numerous Membership concerns about speeding in Tahoe Donner. To address the issue, Adam McGill, the Chief of Police of the Truckee Police Department was present to address public roadway safety within Tahoe Donner. Adam McGill informed members and the Board of Directors, that traffic complaints within Tahoe Donner, especially complaints regarding speeding, are no different from those of Glenshire or Sierra Meadows or other residential areas. As such, to address the speeding concerns on Northwoods Blvd., the Truckee Police Department used a special traffic enforcement program to create Special Enforcement Zones, by analyzing data and working with concerned neighbors, to determine if appropriate signage is currently displayed, and if increased enforcement is needed at certain times. To collect the data needed to determine if a true public safety issue is present on Northwoods Blvd., the Police Department used discreet radar devices to analyze the speed of vehicles traveling in both directions. The speed data revealed that on average 85 percent of the 15,000 vehicles tracked, were traveling at 43 MPH or less. This information was then cross-referenced with data collected on traffic accidents and citations. On Northwoods Blvd. alone, in 2013 there were 93 citations issued, 143 issued in 2014, and 134 issued in 2015. As a result, the Police Department has made efforts to increase their presence, warnings, and traffic enforcement within Tahoe Donner, however factually based, there is no real public safety concern along Northwoods Blvd. With that being said, Adam McGill stated that the best way to tackle the issue is for everyone to be constantly aware of their speed and the speed limit while driving, as well as set an example for others within the community by going the speed limit.

IV. A. ACTION: APPROVAL OF MINUTES

The Board received the preliminary minutes of the following for consideration:

- July 23, 2016 Regular Meeting Minutes

Director Darius Brooks moved and Director Steve Miller seconded to approve the meeting minutes as presented. Motion passed: 5 – 0 .

V. B. **DISCUSSION: COMMITTEE MANAGEMENT**
(Committee Chairs)

- **Architectural Standards** – The Board was provided with the committee’s July 13th, 2016 meeting minutes.
 - Rod Whitten, Chairman of the Architectural Standards Committee recommended to all members to speak with the Architectural Standards Department before going about any household or property projects. Rod also reported that the Architectural Standards Committee is still working to restructure the homeowner inspection program.
- **Covenants** – The Board was provided with the committee’s July 14th and August 11th, 2016 meeting minutes.
- **Election** – No report.
- **Finance** – The Board was provided with the committee’s August 11th, 2016 meeting minutes.
 - John Dundas, a member of the Finance Committee, reported that the committee has begun to work on the budget for 2017, and that it will be the top priority going forward.
- **General Plan (GPC)** – The Board was provided with the committee’s August 1st, 2016 meeting minutes and the General Plan Committee August 25th, 2016 Board Report.
 - Michael Sullivan, Chairman of the General Plan Committee, explained the new capital projects review process. The top projects currently being reviewed are the Cluster Mailboxes project, Amenity Master Plan, and the Downhill Ski Lodge.
- **Tahoe Donner Giving Fund Committee** – The Board was provided with the committee’s Recap of the 2016 Fiscal Year Results.
 - Richard Gander, Chairman of the Tahoe Donner Giving Fund Committee, reported that the committee raised over \$28,000, \$15,000 was given out as grants and \$5,000 was given out in scholarships. Another \$2,700 has been given to the Boys and Girls Club that was raised at the Tails and Ales event. Overall the financial status of the Giving Fund is looking to be quite positive, much better than last year. Richards emphasized that if 15% of the membership donated on average a \$100, then the committee would be able to raise \$100,000 or more, to be given to deserving programs and youth.

VI. C. **ACTION: CONSENT CALENDAR**

The Board was provided with the following for consideration:

- Employee Policy and Procedure Manual update
- Tahoe Donner Giving Fund Grant Authorization
- Dissolve Equestrian Committee
- Audio and Video Equipment for Board Meeting Recordings

Following discussion, Director Ron Wulff moved and Director Darius Brooks seconded to approve the Consent Calendar items above as presented. Motion passed: 5 – 0.

The following Consent Calendar items were pulled from the original consent calendar and were reviewed further before being voted upon by the Board of Directors.

- **Health Insurance Renewals, effective 10/1/16**
 - Director Darius Brooks, asked for clarification on what the additional cost to our current Health Insurance offered to full-time employees would be, if we were to add the additional 21 full-time employees, who qualify for Health Insurance based on total hours worked, excluding overtime. Mary Peterson, Director of Human Resources, clarified that out of the 21 full-time employees who qualify for insurance, only 8-10 employees would actually sign up for Health Insurance. Our broker, KC Krichbaum, Northpointe Insurance, negotiated our renewal rate with Anthem Blue Shield to a 9.9% increase. The decision paper presented to the Board was specifically asking for the renewal rate increase to be approved, and that the 8-10 employees who would potentially elect to have Health Insurance through Tahoe Donner, would be built into our current budget for Health Insurance coverage.

Following discussion, Director Darius Brooks moved and Director Steve Miller seconded to approve the Health Insurance Renewal, effect 10/1/16, as presented. Motion passed: 5 – 0.

- **CalFire Weather Tower Land Lease (Concept Review)**
 - Director Darius Brooks expressed concerns about the current proposed location of the weather station by CalFire. Director Brooks asked that it be considered for the weather station to be located more remotely and not be so close to the trails that are often used by members. Director Jeff Schwerdtfeger also asked that the data collected from this weather station be accessible to our members. Robb Etnyre, General Manager clarified that the decision paper presented to the Board is for the approval of the concept only, and that exact details of the contract, including location and data usage, would be a separate approval item.

Following discussion, Director Jeff Bonzon moved and Director Steve Miller seconded to approve the proposed CalFire weather station concept, as presented in the decision paper. Motion passed: 5 – 0.

- **Additional Storage at Alder Creek Adventure Center**

- Director Ron Wulff expressed concerns about the location of the additional storage at Alder Creek Adventure Center, saying that it would take up additional parking spaces, that are already so limited at that location. Forrest Huisman, Director of Capital Projects clarified that the current shed taking up parking spaces would be removed and replaced with this newly proposed additional storage, resulting in no further parking spaces being taken.

Following discussion, Director Jeff Bonzon moved and Director Steve Miller seconded to approve the additional storage at Alder Creek Adventure Center, as presented in the decision paper. Motion passed: 5 – 0.

- **Winter 2016/2017 Rates for Season Passes, Season Programs, and Group Business**

- Winter 2016/2017 Rates for Season Passes, Season Programs, and Group Business was reviewed and voted upon in Agenda Item XV.

VII. E. ACTION: BOARD GOVERNANCE, AUTHORITY, MEETING PROCEDURES, AND AGENDA POLICY

Robb Etnyre, General Manager, presented to the Board the final draft of the Overview of Board Governance, Authority and Meetings and Policy and Procedures on the conduct of Board Meetings Policy 2016-1. The Overview of Board Governance, Authority and Meetings section of the policy is intended to provide Tahoe Donner Association members (including those members considering running for the Association’s Board of Directors), with a summary of the California laws and provisions of the Association’s governing documents regarding board governance and authority and the conduct of board meetings. The Policy and Procedures on the Conduct of Board Meetings section of the policy is intended to help ensure that Board meetings are carefully planned, facilitated and documented. The final draft policy was reviewed by the associations corporate council and independently by a third party common interested development legal firm to produce the final draft.

Following discussion, Director Steve Miller moved and Director Ron Wulff seconded to approve the Overview of Board Governance, Authority and Meetings and Policy and Procedures on the conduct of Board Meetings Policy 2016-1 as presented. Motion passed: 4 – 1. (Director Jeff Schwerdtfeger voted “No”).

VIII. F. ACTION: DIRECTOR OF FINANCE & ACCOUNTING REPORT
(Director of Finance & Accounting, Mike Salmon)

The Board was provided with the 2016 July Financials report by Mike Salmon, Director of Finance and Accounting.

- **2016 July Financials**

- The 2016 Budget for Tahoe Donner is split between the winter and summer months. This winter (January-April, November-December) equated to be 41%, roughly \$3.8 million of the budget, and this summer (July-October) so far, as equated to be 59%, roughly \$5.5 million of the budget.
- The month of July was another record revenue month, the 18th consecutive record revenue month, with total revenues of \$1.8 million and were \$173,800 favorable to budget. Expenses totaled \$1.8 million and were \$25,000 favorable to budget. Compared to last year same month, revenues are up \$269,200 (17%) and NOR is favorable \$81,000 (121%).
- Year to date, net operating results for the month was a loss of (\$2,119,000) which was favorable to budget by \$1.8 million. Operating revenues of \$8.4 million were \$2.7 million favorable to budget, and total expenses of \$10.5 million were \$925,000 unfavorable to budget. Compared to year to date last year, revenues are up \$4 million and NOR is favorable \$1.5 million.
- Member's Equity as of July 31st, is at \$3.8 million, which exceeds our Policy Peg Balance by \$2.8 million.
- Month of August
 - Revenue is at \$1,357,000 to budget. Month to date as of August 16th, revenues are favorable by \$32,000. Overall the month should end right at budget resulting in yet another record revenue month.
- As of August, there are 61 members who have not paid their annual assessment fees for 2016.

Following discussion, Director Ron Wulff moved and Director Steve Miller seconded to approve the 2016 July Financials as presented. Motion passed: 5– 0 .

IX. G. ACTION: ARCHITECTURAL STANDARDS FEES AND PERMITS

Annie Rosenfeld, Director of Facilities and Risk Management stated that the Architectural Standards Committee and staff have discussed architectural standards project fees over the last six months in relation to the overall goals of the Strategic Plan, committee, and department. The Committee and staff reviewed the budget foundations for the department, historical permit statistics, community association architectural standards fees and permitting processes benchmarks, member and other client feedback in an effort to further provide a reasonable and modern approach to the project improvement processes and fees associated, all the while being conscious of the fiduciary responsibilities. As a result, the Committee and staff presented to the Board a decision paper to eliminate some of the Minor Change to Existing Project fees. The improvement projects included in this are:

- Paint/stain changes
- Front door/Garage door paint/stain changes
- Roof/gutter changes
- Exterior lights updates
- Door changes: garage, front/back/side (without reframing)

- Window changes (without reframing)
- Animal Resistant Garbage Can Enclosures – with the exception of custom built
- Hot tubs placed on/under existing structures
- A/C placed on/under existing structures

These projects would fall into a “Maintenance” category and only require a notice only application along with a before and after photo.

Following discussion, Director Ron Wulff moved and Director Jeff Schwerdtfeger seconded to approve Option 2 of the Decision Paper as presented. Motion passed 5 – 0 .

X. EXECUTIVE SESSION

The Board voted 5-0 to adjourn to Executive Session at 2:57 p.m. to consider the formation of a contract.

XI. OPEN SESSION

The Board reconvened to Open Session at 3:12 p.m.

XII. EXEC. EXECUTIVE SESSION REPORT

Jeff Schwerdtfeger, Board Secretary, reported that the Board met in Executive Session today to review Contract Bids by Contractors for the Trout Creek Recreation Center Poolside Locker Room Remodel.

**XIII. H. ACTION: CONSTRUCTION CONTRACT AWARD:
TROUT CREEK RECREATION CENTER POOLSIDE
LOCKER ROOM REMODEL**

Planning efforts for a poolside locker room and steam room/sauna tenant improvement began in 2015, with proposed construction for Fall of 2016. On June 16, 2016, Staff solicited proposals from the following five General Contractors:

1. Accent Custom Builders, Inc.
2. R and D Professionals, Inc.
3. Mt. Lincoln Construction, Inc.
4. Truckee Custom Homes
5. Kurt Engel construction

With Board approval at the July meeting, Staff engaged the Town of Truckee Building Department permitting process, and now holds all necessary project permits to proceed with construction in early September of 2016. In an effort to complete the Remodel prior to Christmas 2016, Staff recommended to the Board to approve Staff to award project contract and release additional Replacement Reserve Funds of \$62,375 (15%), for unknown items and contingency’s, utilizing Replacement Reserve Funds and a total project budget not to exceed \$521,819.00.

Following discussion, Director Darius Brooks moved and Director Jeff Schwerdtfeger seconded to approve Option 1 of the Decision Paper as presented. Motion passed: 5 – 0 .

XIV. I. DISCUSSION: 2017 BUDGET REPORT

Tahoe Donner’s Board of Directors is the governing body of the Association and ultimately responsible for the direction and oversight of the affairs of the organization. As such, the Board is entrusted with the money and property of the association and to act in the best interests of the membership and corporation. To assist the Board with budget planning for the upcoming new year, Michael Salmon, Director of Finance and Accounting, presented to the Board an overview of the 2017 Budget drivers. This briefing included the strategic goals of the Association for 2017, a 2016 Annual Assessment analysis, visitation statistics, key economic and regulatory operating assumptions for 2017, operating revenues for the year, and corporate resolutions and governing documents that impact the budget planning process, along with recommended board planning guidance for 2017. The main areas of focus for budget planning for 2017 are:

1. No increase in 2017 Annual Assessment (AA), which may require more aggressive revenue assumptions and or cost control service level impacts.
2. With ~25% Funded Reserve, hold Replacement Reserve portion of Annual Assessment
3. Strategic plan priorities are still valid
4. Development Fund values time over increasing funding level
5. Identify Replacement Reserve major improvement plans for Board validation
6. No modification to calendar fiscal year
7. No Change for 2017: Transfer Fee, Recreation Fee, or Daily Member Guest \$6/\$8
8. Public Amenities – target Public prices for greater increases, minimize Member prices increases where practical
9. Private Amenities – minimize Member price increases where practical

XV. J. ACTION: LAND MANAGEMENT PLAN

During the summer of 2014 management provided an overview of needs for a guiding document for land management of the 4,000 association owned acres. As a result of the presentation, the Board of Directors directed staff to begin developing a scope of work for a land management plan request of proposal with the assistance of a working group. The goal of this project is to create a guiding document, which provides a written account of existing conditions of Tahoe Donner’s physical environment and provides information needed to proactively protect, maintain, and enhance the Tahoe Donner lands and its unique environment, says Director of Facilities and Risk Management, Annie Rosenfeld. After the Final Draft of the Land Management Plan was published in July 2016, Annie stated that the next step moving forward is for the Board of Directors to consider adopting the Land Management Plan as a guiding document for policy, maintenance, and planning and development of Tahoe Donner owned land. A discussion was had regarding Fatbikes and their introduction to the Nordic Center this past winter. While the Board expressed concerns about the quality of the product that was being offered at the time, members present supported the introduction of the Fatbikes, and expressed that they would like to have more bikes, of better quality available, and more trails opened to ride them on.

Following discussion, Director Ron Wulff moved and Director Jeff Schwerdtfeger seconded to approve Option 2 of the decision paper to adopt the final draft of the Land Management Plan as presented. Motion passed: 4 – 0 (1 Abstained).

- **Winter 2016/2017 Rates for Season Passes, Season Programs, and Group Business**

- The Board addressed the increased rates for Nordic Passes for members, asking why it couldn't remain at the same rate. Mike Salmon, Director of Finance and Accounting, informed the Board that the increased rates for the Nordic Passes are due to the past low snow years, as well as to cover overall costs of running the Nordic Center due to factors such as the Affordable Care Act, increased minimum wage rates, and since some passes were made valid for two years because of the low snow years. The member pass rates will be increasing by 3% and the public pass rates will be increasing by 6%. Robb Etnyre, General Manager also commented on the reduced rates for the Snow Shoe Pass, explaining that the price reduction was to try and find a product that would appeal to members and the public that would not otherwise participate in the sport because of a price point.

Following discussion, Director Jeff Schwerdtfeger moved and Director Ron Wulff seconded to approve the Winter 2016/2017 Rates as presented. Motion passed: 5 – 0.

XVI. K. POTENTIAL FUTURE BOARD MEETING AGENDA ITEMS

- Committee Rosters & Committee Goals
- Management Compensation
- Grow Houses

XVII. ADJOURNMENT

By consensus the Board adjourned the meeting at 4:28 p.m.

Director Ron Wulff moved and Director Darius Brooks seconded to approve adjournment of the Board Meeting at 4:28 p.m. Motion passed: 5 – 0.

Submitted by:

Megan Rodman, Recording Secretary and Executive Assistant

SECRETARY'S CERTIFICATE

I, Jeff Schwerdtfeger , Secretary of Tahoe Donner Association, do hereby certify that the foregoing is a true and correct copy of the minutes of the Tahoe Donner Association Board of Directors regular meeting held on September 3, 2016 as approved by the Board members in attendance and constituting a quorum at a duty convened subsequent meeting of the Board.

Jeff Schwerdtfeger, Board Secretary