

PLACER COUNTY

REDEVELOPMENT AGENCY

MEMORANDUM

TO: Honorable Members of the Redevelopment Agency Board
FROM: Thomas Miller, Director
James LoBue, Deputy Director *James LoBue*
DATE: August 24, 2010
SUBJECT: Parking Agreement with the Tahoe City Public Utility District for the Jackpine Public Parking Lot

ACTION REQUESTED

Adopt a resolution authorizing the Redevelopment Director or designee to execute a two-year Parking Agreement with the Tahoe City Public Utility District beginning August 1, 2010 for the Redevelopment Agency-leased public parking lot on Jackpine Street in Tahoe City.

BACKGROUND

On October 21, 2003 your Board authorized the Redevelopment Agency (Agency) to enter into a thirty year lease agreement with the owners of property located at 250 Jackpine Street in Tahoe City. The Agency subsequently constructed and opened a public parking lot of forty spaces on the property in 2006. The Agency currently operates and maintains the lot in support of the adjacent Tahoe City commercial district and surrounding community.

The Tahoe City Public Utility District (TCPUD) is managing a project to extend a paved bicycle and pedestrian trail through Tahoe City, called the Tahoe City Lakeside Multi-purpose Trail. The TCPUD is completing design of the Tahoe City Lakeside Multi-purpose Trail project, which is part of a twenty-mile network of trail projects that are planned to connect the entire North Shore of Lake Tahoe in Placer County with a continuous improved bike trail. The Lakeside Trail is 1.1 miles in length and has taken more than twelve years to design and permit due to the complications of winding through the Tahoe City urban core and connecting public and private properties. It has been supported with funding from the California Tahoe Conservancy and Placer County-North Lake Tahoe Resort Association Transient Occupancy Taxes, as well as the Agency and the TCPUD.

The current trail project is proposed to displace eleven existing parking spaces within the State Recreation Area that adjoins the Lighthouse Shopping Center. The spaces are currently leased to a local business that is being negatively impacted by the parking space reductions caused by the trail project. The TCPUD has requested assistance from the Agency to mitigate the loss of these parking spaces by making available existing public parking spaces within the nearby Jackpine Parking Lot. The Agency proposes to provide the requested assistance by entering into a Parking Agreement with the TCPUD.

The proposed parking agreement will make available eleven of the parking spaces in a non-exclusive and undesignated fashion. The parking agreement will not change the Agency's procedures or cost for managing and maintaining the Jackpine Parking Lot.

FISCAL IMPACT

The proposed Parking Agreement will not change the cost of operating the parking lot and will have no budget impact. There will be no impact on the County General Fund.

ENVIRONMENTAL STATUS

The action requested in this item is an activity taken in furtherance of the Redevelopment Plan for the North Lake Tahoe Redevelopment Project Area, for which an environmental impact report was prepared and certified pursuant to the California Environmental Quality Act (CEQA). Therefore, no further environmental review is required for these actions (CEQA Guidelines Section 15180). In addition, the development of the Jackpine Parking Lot has undergone all environmental review required by the Agency and in compliance with CEQA. A Negative Declaration for the Jackpine Parking Lot was previously prepared and certified by the Agency.

Attachments: Resolution
Parking Agreement

cc: Karin Schwab, Agency Counsel

**Before the Redevelopment Agency
of Placer County Board of Directors
State of California**

In the matter of:

Authorizing the Director or designee to execute a two-year Parking Agreement with the Tahoe City Public Utility District beginning August 1, 2010 for the Jackpine Parking Lot in Tahoe City

Resol. No:.....

Ord. No:.....

First Reading:

The following Resolution was duly passed by the Redevelopment Agency of Placer County Board at a regular meeting held _____,

by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

**Attest:
Clerk of said Board**

Chair, Agency Board

WHEREAS, the Redevelopment Agency of Placer County (Agency) has adopted the Redevelopment Plan for the North Lake Tahoe Redevelopment Project Area (Project Area) and the Implementation Plan for the North Lake Tahoe Redevelopment Project Area (collectively, the Project Area and Plans);

WHEREAS, the Agency and Tahoe City Public Utility District (TCPUD) desire to enter into a two-year Parking Agreement for the non-exclusive use of parking spaces within the Agency-leased Jackpine Parking Lot in Tahoe City beginning August 1, 2010;

WHEREAS, this action will enable the TCPUD to implement the Tahoe City Lakeside Multi-purpose Trail; and

WHEREAS, this action is an activity taken in furtherance of the Redevelopment Plan for the North Lake Tahoe Redevelopment Project Area, for which an environmental impact report was prepared and certified pursuant to the California Environmental Quality Act (CEQA Guidelines Section 15180).

NOW, THEREFORE, BE IT RESOLVED that the Agency Board authorizes the Director or designee to execute a Parking Agreement with the TCPUD for the non-exclusive use of parking spaces within the Agency-leased Jackpine Parking Lot in Tahoe City.

**PARKING AGREEMENT
JACKPINE PARKING LOT, TAHOE CITY, CALIFORNIA**

This Parking Agreement (hereinafter "Agreement"), is made and entered into by and between the Placer County Redevelopment Agency, a public body corporate and politic (hereinafter "RDA") and the Tahoe City Public Utility District, a California public agency (hereinafter "TCPUD").

WHEREAS, RDA has a long-term ground lease for that real property located northeast of the intersection of Jackpine Drive and State Highway 28, Tahoe City, California as described on Exhibit A.

WHEREAS, RDA has caused the real property to be improved and operates the same as a public parking lot (hereinafter "Jackpine Parking Lot").

WHEREAS, TCPUD is constructing the Tahoe City Lakeside Multi-Purpose Trail which will reduce public parking at the State Recreation Area.

WHEREAS, TCPUD is seeking the right to use parking spaces in RDA's Jackpine Parking Lot to offset this reduction in parking.

WHEREAS, RDA is willing to provide TCPUD non-exclusive use of eleven (11) parking spaces at the Jackpine Parking Lot to offset the impacts of this parking loss pursuant to the terms and conditions of this Agreement

NOW, THEREFORE, for full and adequate consideration the sufficiency of which is agreed upon, RDA and TCPUD mutually agree as follows:

1. Purpose. RDA hereby grants to TCPUD a non-exclusive right to use eleven (11) public parking spaces (hereinafter "Spaces") located in the Jackpine Parking Lot. The Spaces shall not be reserved, nor designated as exclusive to TCPUD. Use of the Spaces is on a first come-first serve basis.
2. Term. The initial term of this Agreement is for a period of two (2) years, commencing August 1, 2010.
3. Use Charge. No charges shall be imposed for TCPUD's use of the Spaces.
4. Termination. Either party may terminate this Agreement at any time with ninety (90) days prior written notice to the other party.
5. Maintenance and Repair Services. RDA will not provide maintenance or repair services to the Spaces beyond those already performed by RDA in the regular course of maintenance and repair of a public parking lot.

If it is determined that damage has occurred to the Spaces or to the Jackpine Parking Lot by TCPUD or its agents or invitees, TCPUD shall be responsible at its sole expense for repair of said damage.

6. Indemnification. COUNTY shall indemnify and hold TCPUD harmless from and defend TCPUD against all claims of liability for any injury, death, or damage to any person or property occurring in, on or about the Jackpine Parking Lot when such injury, death or damage is caused in part or in whole by the act, neglect, fault, or omission of any duty with respect to the same by RDA, its agents, contractors, employees or invitees. In case any action or proceeding is brought against TCPUD by reason of any such claim, RDA, upon notice from TCPUD, shall defend the same at RDA's expense provided, however, that RDA shall not be liable for damage or injury occasioned by the negligence or intentional acts of TCPUD and its designated agents or employees. RDA shall be required to provide notice to TCPUD within thirty (30) days of the occurrence of any such claim.

TCPUD shall indemnify and hold RDA harmless from and defend RDA against all claims of liability for any injury, death, or damage to any person or property occurring in, on or about Jackpine Parking Lot when such injury, death or damage is caused in part or in whole by the act, neglect, fault, or omission of any duty with respect to the same by TCPUD, its agents, contractors, employees or invitees. In case any action or proceeding is brought against RDA by reason of any such claim, TCPUD, upon notice from RDA, shall defend the same at TCPUD's expense provided, however, that TCPUD shall not be liable for damage or injury occasioned by the negligence or intentional acts of RDA and its designated agents or employees. TCPUD shall be required to provide notice to RDA within thirty (30) of the occurrence of any such claim.

7. Insurance Coverage. TCPUD shall maintain bodily injury property damage liability insurance with a combined single limit for bodily injury, death and property damage of not less than one million and 00/100ths dollars (\$1,000,000.00).

TCPUD acknowledges that RDA is a self-insured public entity. RDA shall maintain bodily injury property damage liability insurance with a combined single limit for bodily injury, death and property damage of not less than one million and 00/100ths dollars (\$ 1,000,000.00).

8. No Interest Conveyed. This Agreement conveys no contractual or equitable interests to the real property underlying the Jackpine Parking Lot.

9. Subrogation. Both parties agree to waive any rights of subrogation which they or their insurer may have against the other, provided such waiver of subrogation can be accomplished without prejudice to the insured's rights and without extra expense, unless any such extra expense is paid by the other party.

10. Amendment. This Agreement shall not be modified by either PARTY by oral representations made before or after the execution of this Agreement; all amendments to this Agreement must be in writing and signed by both PARTIES.

11. Construction and Interpretation. TCPUD hereby acknowledges that it has had the opportunity to review this Agreement with an attorney and has either done so or knowingly declined the opportunity to do so. It is agreed and acknowledged by TCPUD that the provisions of this Agreement have been arrived at through negotiation and that each of the parties has had a full and fair opportunity to revise the provisions of this Agreement. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

12. Notices. Notices shall be sent U.S. mail, postage prepaid, or hand delivered to the following addresses:

IF TO RDA:	IF TO TCPUD:
Placer County Redevelopment Agency 3091 County Center, Suite 260 Auburn, CA 95603 (530) 745-3150 Fax: (530) 745-____	Tahoe City Public Utility District Attention: General Manager P.O. Box 5249 Tahoe City, CA 96145 (530) 583-3796 Fax: (530) 583-1475

IN WITNESS WHEREOF, RDA and TCPUD have executed this Agreement on the day and year stated below.

RDA
COUNTY OF PLACER REDEVELOPMENT AGENCY

By: _____
Thomas M. Miller
Director

Date: _____

TCPUD
Tahoe City Public Utility District

By: Cindy Gustafson
Cindy Gustafson
General Manager

Date: 8/3/10

