

MINUTE ITEM
This Calendar Item No. C01
was approved as Minute Item
No. 01 by the State Lands
Commission by a vote of 3
to 0 of its 7-5-94
meeting.

CALENDAR ITEM

C01

A 4

07/05/94

S 1

PRC 5516

J. Ludlow

AMENDMENT TO PRC 5516.1 AND APPROVAL OF SUBLEASE

LESSEE:

Beachcomber Inn Vacation Membership Association
999 Lakeview Avenue
South Lake Tahoe, California 96150

SUBLESSEE:

Williams Sports Rentals, Inc.
dba Lakeview Sports
P.O. Box 601028
South Lake Tahoe, California 96153

AREA, TYPE LAND AND LOCATION:

A parcel of submerged land located in Lake Tahoe at South
Lake Tahoe, El Dorado County.

LAND USE:

Proposed reconstruction of a multiple-use pier, continued
use and maintenance of 12 mooring buoys, authorization of a
commercial jet ski operation to be conducted from four of
the existing buoys, and the addition of two navigational
buoys.

EXISTING LEASE TERMS:

Lease period:

Fifteen years beginning June 3, 1985

Public Liability Insurance:

Combined single limit coverage of \$500,000 per
occurrence for bodily injury and property damage.

Consideration:

\$900 per annum with the State reserving the right to
fix a different rental on each fifth anniversary of the
permit.

AMENDED LEASE TERMS:

Lease Period:

Fifteen years beginning June 3, 1985.

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CALENDAR ITEM. NO. C01 (CONT'D)

Consideration:

\$1423 minimum annual rental against 5% of gross income received by sublessee, sub-tenant or concessionaire on leased premises with the State reserving the right to fix a different rental on each fifth anniversary of the lease.

Public Liability Insurance:

Combined single limit coverage of not less than \$1,000,000 per occurrence for bodily injury and property damage.

Special:

This amendment authorizes 1) the conversion of a General Permit - Recreational Use to a General Lease - Commercial Use to allow for a commercial jet ski operation from four of the Lessee's twelve existing buoys; 2) the retention and reconstruction of an existing multiple-use pier; 3) the addition of two navigational marker buoys; 4) increase liability insurance to \$1,000,000; and 5) approval of Lessee's sublease to Williams Sports Rental, Inc. dba Lakeview Sports.

BASIS FOR CONSIDERATION:

Pursuant to 2 Cal. Code Regs. 2003

APPLICANT STATUS:

Applicant is owner of the upland.

PREREQUISITE CONDITIONS, FEES AND EXPENSES:

Filing fee, processing fee, and environmental fees has been received.

STATUTORY AND OTHER REFERENCES:

- A. P.R.C.: Div. 6, Parts 1 and 2: Div. 13.
- B. Cal Code Regs.: Title 2, Div. 3: Title 14, Div. 6.

AB 884:

09/21/94

OTHER PERTINENT INFORMATION:

1. Pursuant to the Commission's delegation of authority and the State CEQA Guidelines (14 Cal. Code Regs. 15025), the staff has prepared a Proposed Negative

CALENDAR ITEM NO. C01 (CONT'D)

Declaration identified as EIR ND 653, State Clearinghouse No. 94052018. Such Proposed Negative Declaration was prepared and circulated for public review pursuant to the provisions of CEQA.

Based upon the Initial Study, the Proposed Negative Declaration, and the comments received in response thereto, there is no substantial evidence that the project will have a significant effect on the environment. (14 Cal. Code Regs. 15074(b)).

2. This activity involves lands identified as possessing significant environmental values pursuant to P.R.C. 6370, et seq. Based upon the staff's consultation with the persons nominating such lands and through the CEQA process, it is the staff's opinion that the project, as proposed, is consistent with its use classification.
3. A Mitigation Monitoring Program has been prepared for the project in conformance with the provisions of CEQA (Section 21081.6, P.R.C.) and is attached as a portion of Exhibit "B"
4. The State's lessee proposes to reconstruct an existing 8'x 110' multiple-use pier of which a small portion extends onto the State-owned land.
5. No materials will be stored or placed above the low water line (elevation 6223 feet, Lake Tahoe Datum) of the subject property. This procedure will prevent any disturbance to the habitat of Rorippa subumbellata, commonly called the Tahoe Yellow Cress, a State-listed endangered plant species.
6. The applicant also wishes to utilize a portion of the buoy field for the purpose of mooring jet skis in conjunction with a commercial jet ski operation. The applicant's lessee proposes to place a specially designed boat used to facilitate the rental of up to 22 watercraft. The boat will be used for the storage and refueling of the watercraft. The additional buoys will also be used for storing jet skis.

The boat is approximately 20 by 32 feet in size. Two storage lockers and a bench are located on the deck. A ramp at the rear extends 6' into the water so that the

CALENDAR ITEM NO. C01 (CONT'D)

personal watercraft can be completely removed from the water for refueling. Refueling will occur in an area with impervious decking material to prevent the fuel from being spilled into the water. A Fuel Spill Contingency Plan was prepared for and approved by the Lahontan Regional Water Quality Control Board. The Tahoe Regional Planning Agency staff also observed the proposed refueling operation and have indicated that they are confident that every effort is being taken to avoid a fuel spill.

7. Sublease:

a) Approve sublease by endorsement, Beachcomber Inn Vacation Membership Association to Williams Sports Rentals, Inc. dba Lakeview Sports.

b) Sublessor:	Beachcomber Inn Vacation Membership Association
Sublessee:	Williams Sports Rental, Inc. dba Lakeview Sports
Term:	Six months from April 15, 1994 and ending October 15, 1994 with six (6) successive annual options to renew.
Rent:	Minimum deposit, as determined by the State Lands Commission against gross annual income
Insurance:	\$1,000,000 combined single limit naming the State Lands Commission as an additional insured.

c) Staff has reviewed this sublease and finds it to be acceptable.

8. The sublessee has paid back rental in the amount of \$2717.50 for his operation of commercial watercraft rentals at the site for the years covering 1991, 1992, and 1993.
9. The lease area shall be increased from 0.346 acres to 0.379 acres to accommodate the existing pier, buoy

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field and navigational buoys.

10. The buoys are owned by the Association and the ownership of the buoys will remain in the Association.
11. The buoys are for the use of the members and guests of the Beachcomber Inn Vacation Membership Association and will not be rented out by the Association or any member.
12. The Association shall provide for the use of the buoys by all members of the Association in an equitable manner.;
13. The lease is conditioned on the public's right of access along the shorezone below the high water line (Elevation 6228.75 feet, Lake Tahoe Datum), pursuant to the holding in State v. Superior Court (Fogerty) (29 Cal. 3d 240 (1981), and provides that the Lessee must provide a reasonable means for public passage along the shorezone, including, but not limited to, the area occupied by the authorized improvements.
14. The Lease includes specific provisions by which the Lessee agrees to protect and replace or restore, if required, *Rorippa subumbellata*, roll, or its habitat, commonly called the Tahoe Yellow Cress, a State-listed endangered plant species.
15. Staff has determined that the Department of Fish and Game fee, pursuant to AB 3158, Chapter 1706, Statutes of 1990 (Section 711.4 of the Fish and Game Code) is applicable to the project, as presented herein.
16. The subject property was physically inspected by staff for purposes of evaluating the impact of the proposed activity on the public trust.

APPROVALS OBTAINED:

Pier reconstruction: Tahoe Regional Planning Agency, City of South Lake Tahoe, United States Army Corps of Engineers, Lahontan Regional Quality Control Board

Commercial Watercraft Operation: Tahoe Regional Planning Agency, City of South Lake Tahoe, U.S. Army Corps of Engineers, Lahontan Regional Water Quality Control Board

CALENDAR ITEM NO. C01 (CONT'D)

FURTHER APPROVALS REQUIRED:

Pier Reconstruction: State Lands Commission

Commercial Watercraft Operation: State Lands Commission

EXHIBITS:

A: Site Exhibits

B: Negative Declaration and Mitigation Monitoring Program

C: Sublease

IT IS RECOMMENDED THAT THE COMMISSION:

1. CERTIFY THAT A NEGATIVE DECLARATION, EIR ND 653 STATE CLEARING HOUSE NO. 94052018, WAS PREPARED FOR THIS PROJECT PURSUANT TO THE PROVISIONS OF THE CEQA AND THAT THE COMMISSION HAS REVIEWED AND CONSIDERED THE INFORMATION CONTAINED THEREIN.
2. ADOPT THE NEGATIVE DECLARATION AND DETERMINE THAT THE PROJECT, AS APPROVED, WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT.
3. ADOPT THE MITIGATION MONITORING PLAN, AS CONTAINED IN EXHIBIT "B" ATTACHED HERETO.
4. AUTHORIZE APPROVAL OF THE AMENDMENT TO LEASE PRC 5516.1, ISSUED TO BEACHCOMBER INN VACATION MEMBERSHIP ASSOCIATION, EFFECTIVE JULY 1, 1994, FOR (1) CONVERSION OF A GENERAL PERMIT - RECREATIONAL USE TO A GENERAL LEASE - COMMERCIAL USE TO ALLOW FOR A COMMERCIAL JET SKI OPERATION FROM FOUR (4) OF THE ASSOCIATION'S TWELVE (12) EXISTING AND PREVIOUSLY AUTHORIZED MOORING BUOYS; (2) RETENTION AND RECONSTRUCTION OF A MULTIPLE-USE PIER; (3) THE ADDITION OF TWO NAVIGATIONAL MARKER BUOYS; (4) INCREASE LIABILITY INSURANCE TO \$1,000,000; AND (5) APPROVE BY ENDORSEMENT, THE SUBLEASE BETWEEN BEACHCOMBER INN VACATION MEMBERSHIP ASSOCIATION AND WILLIAMS SPORTS RENTALS, INC., DBA LAKEVIEW SPORTS, INC.; AND (6) AN INCREASE IN THE LEASED AREA FROM 0.346 ACRES TO 0.379 ACRES ON THE LAND DESCRIBED ON EXHIBIT "A" ATTACHED AND BY REFERENCE MADE A PART HEREOF.

EXISTING PIER
8X110 NEW PIER
TO BE INSTALLED
AT SAME LOCATION

LEASE AREA

Approx. \overline{OLWM}

High WATER LINE 6229

Sample 1" = 50

0 25 50 75 100

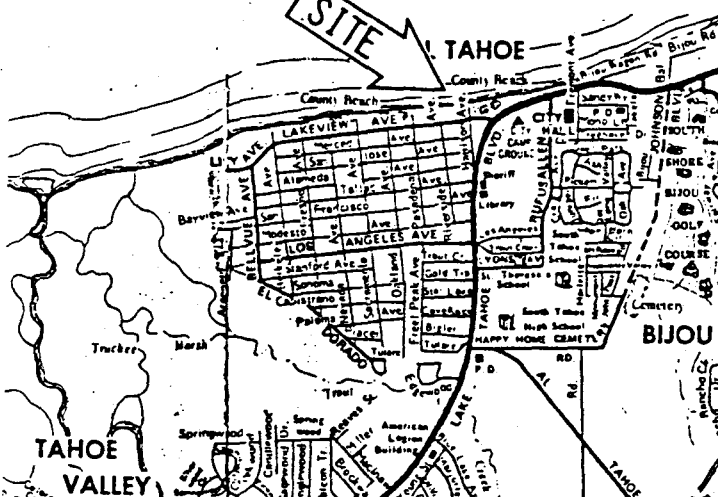
Beechamber Inn
 Member Address
 999 LAKEVIEW SO
 LAKE E TAILOR CH 96150
 916-544-2425

179.45

999 LAKSHMI



SITE

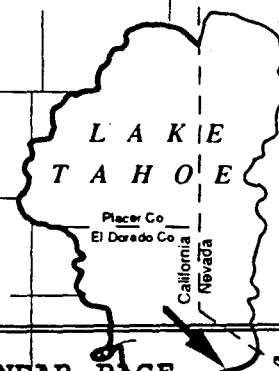


NO SCALE

This Exhibit is solely for purposes of generally defining the lease premises, and is not intended to be, nor shall it be construed as, a waiver or limitation of any State interest in the subject or any other property.

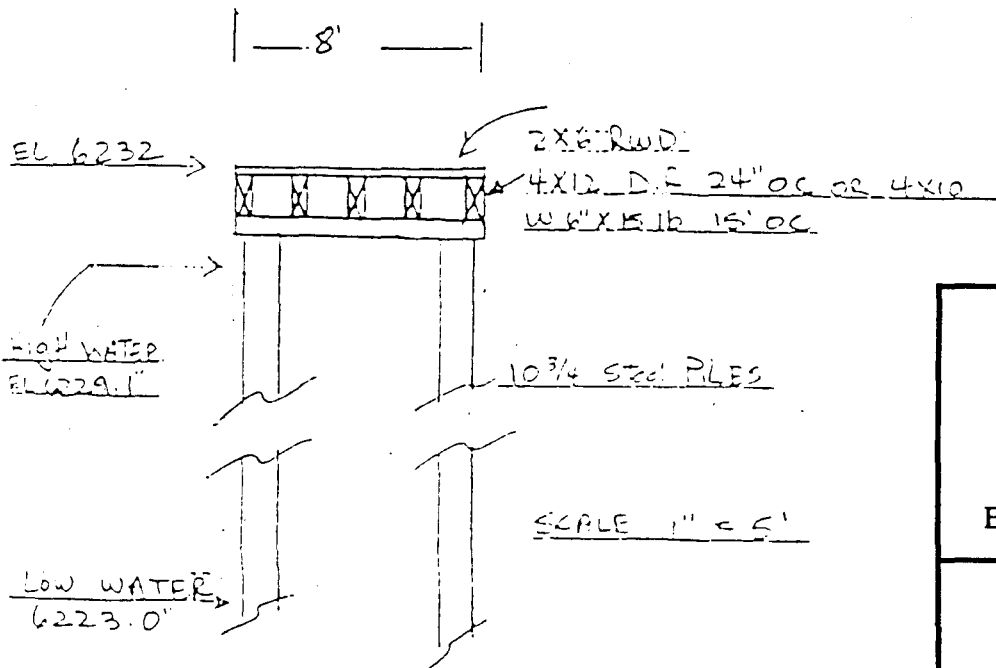
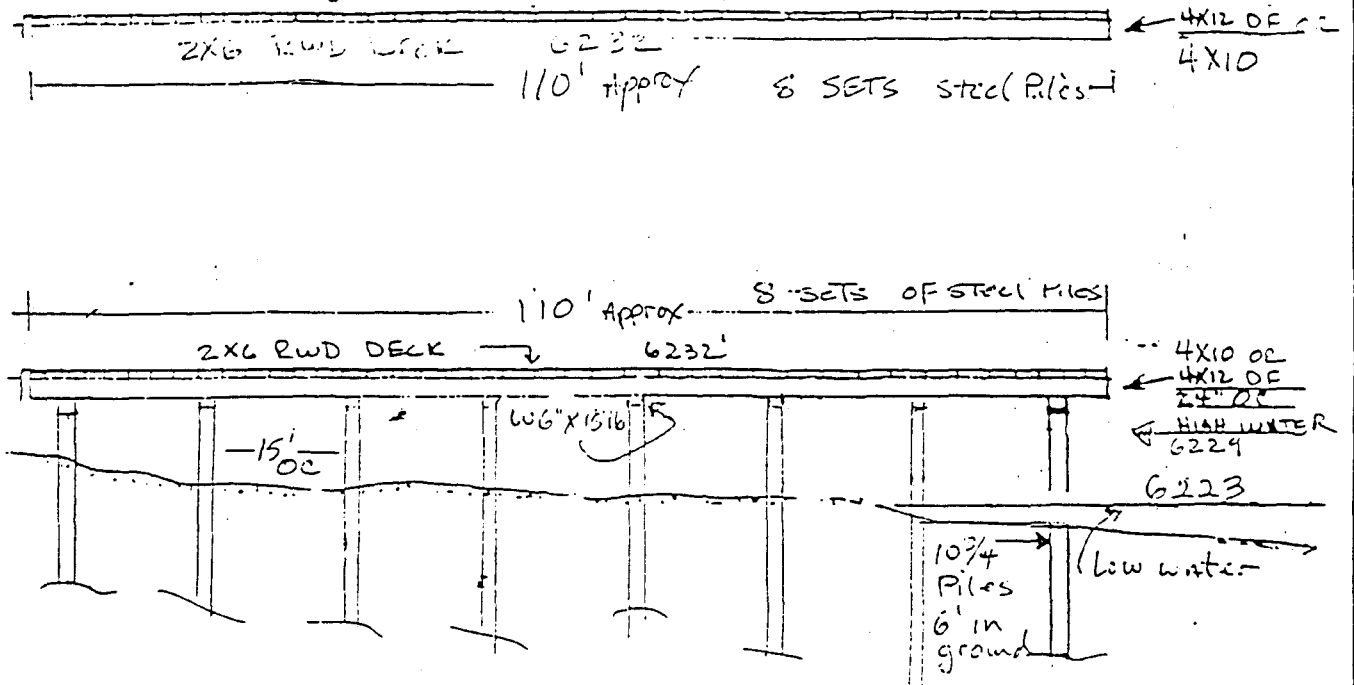
EXHIBIT "A"

PRC 5516
Commercial Lease
APN 26 - 043 - 151
Lake Tahoe
EL DORADO COUNTY
Sheet 1 of 4 Sheets



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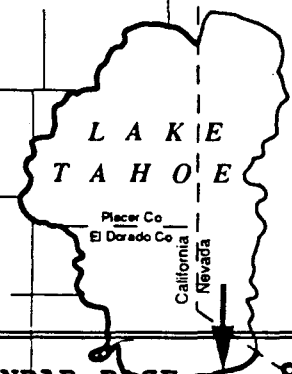
MINUTE PAGE



NO SCALE

EXHIBIT "A"

PRC 5516
Commercial Lease
APN 26 - 043 - 151
Lake Tahoe
EL DORADO COUNTY
Sheet 2 of 4 Sheets



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This Exhibit is solely for purposes of generally defining the lease premises, and is not intended to be, nor shall it be construed as, a waiver or limitation of any State interest in the subject or any other property.

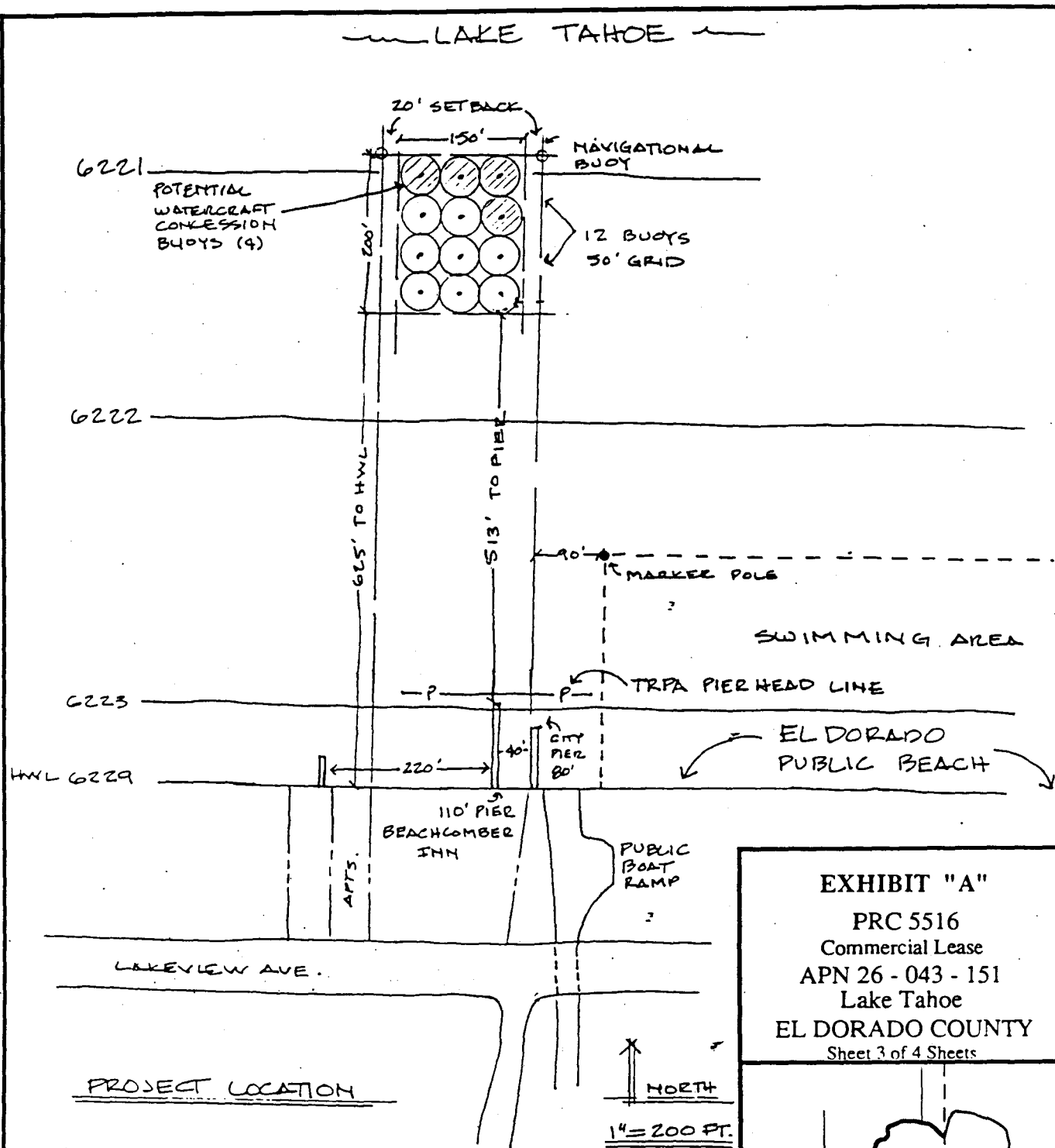
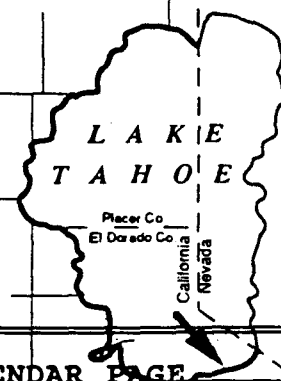


EXHIBIT "A"

PRC 5516
 Commercial Lease
 APN 26 - 043 - 151
 Lake Tahoe
 EL DORADO COUNTY
 Sheet 3 of 4 Sheets

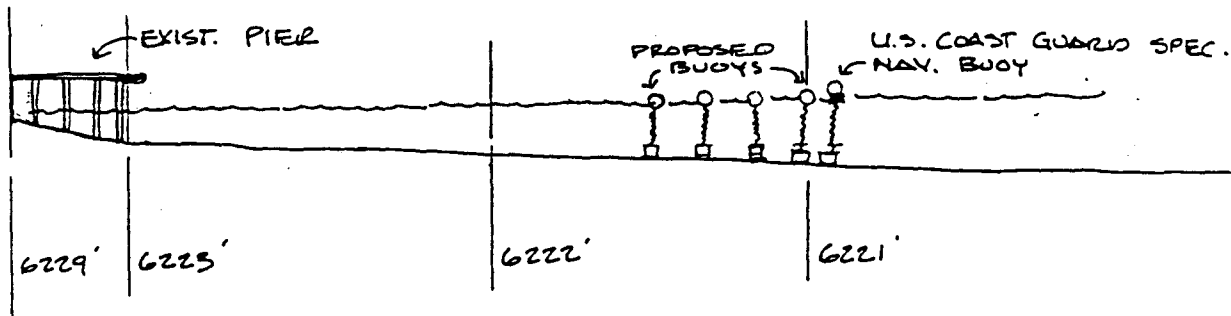


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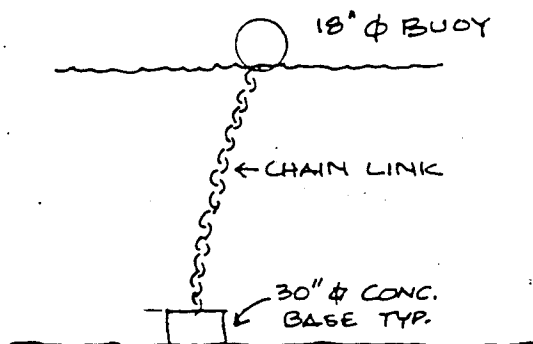
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This Exhibit is solely for purposes of generally defining the lease premises, and is not intended to be, nor shall it be construed as, a waiver or limitation of any State interest in the subject or any other property.



CROSS SECTION N.T.S.

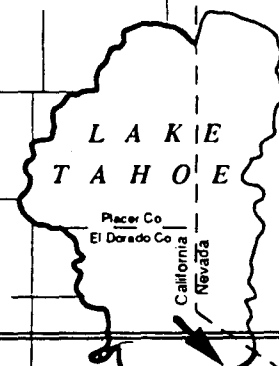


BUOY DETAIL N.T.S.

This Exhibit is solely for purposes of generally defining the lease premises, and is not intended to be, nor shall it be construed as, a waiver or limitation of any State interest in the subject or any other property.

EXHIBIT "A"

PRC 5516
Commercial Lease
APN 26 - 043 - 151
Lake Tahoe
EL DORADO COUNTY
Sheet 4 of 4 Sheets



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EXHIBIT "B"

STATE LANDS COMMISSION

LEO T. McCARTHY, *Lieutenant Governor*
GRAY DAVIS, *Controller*
THOMAS W. HAYES, *Director of Finance*

EXECUTIVE OFFICE
1807 - 13th Street
Sacramento, CA 95814
CHARLES WARREN
Executive Officer

May 10, 1994
File: WP 5516
ND 653
SCH No. 94052018

**NOTICE OF PUBLIC REVIEW
OF A PROPOSED NEGATIVE DECLARATION
(SECTION 15073 CCR)**

A Negative Declaration has been prepared pursuant to the requirements of the California Environmental Quality Act (Section 21000 et seq., Public Resources Code), the State CEQA guidelines (Section 15000 et seq., Title 14, California Code Regulations), and the State Lands Commission Regulations (Section 2901 et seq., Title 2, California Code Regulations) for a project currently being processed by the staff of the State Lands Commission.

The document is attached for your review. Comments should be addressed to the State Lands Commission office shown above with attention to the undersigned. All comments must be received by June 10, 1994.

Should you have any questions or need additional information, please call the undersigned at (916) 324-4715.

Judy Brown

JUDY BROWN
Division of Environmental
Planning & Management

(W)

Attachment

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STATE LANDS COMMISSION

LEO T. McCARTHY, *Lieutenant Governor*
GRAY DAVIS, *Controller*
THOMAS W. HAYES, *Director of Finance*

EXECUTIVE OFFICE
1807 - 13th Street
Sacramento, CA 95814

CHARLES WARRI
Executive Officer

PROPOSED NEGATIVE DECLARATION

File: WP 5516
ND 653
SCH No. 94052018

Project Title: Beachcomber Pier Reconstruction and Commercial Buoy Field

Project Proponent: Beachcomber Inn Vacation Membership Association

Project Location: APN: 26-043-15, 999 Lakeview Avenue, South Lake Tahoe, Lake Tahoe, El Dorado County.

Project Description: Proposed reconstruction of an 8' x 110' recreational pier. Retention of 12 mooring buoys to be used for commercial purposes. Placement of two navigational marker buoys to identify the limits of the buoy field. Consider proposed watercraft rental concession to operate on a portion of the commercial buoy field.

Contact Person: Judy Brown Telephone: (916) 324-4715

This document is prepared pursuant to the requirements of the California Environmental Quality Act (Section 21000 et seq., Public Resources Code), the State CEQA Guidelines (Section 15000 et seq., Title 14, California Code Regulations), and the State Lands Commission regulations (Section 2901 et seq., Title 2, California Code Regulations).

Based upon the attached Initial Study, it has been found that:

☐ that project will not have a significant effect on the environment.

☒ mitigation measures included in the project will avoid potentially significant effects.

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I. BACKGROUND INFORMATION

- A. Applicant: Beachcomber Inn Vacation Membership Association
C/O Kenwood Construction
PO Box 9848
South Lake Tahoe CA 96158
- B. Checklist Date: 04 / 14 / 94
- C. Contact Person: Judy Brown
Telephone: (916) 324 - 4715
- D. Purpose: To retain and reconstruct an existing 110' recreational pier to maintain 12 existing mooring buoys and to allow the mooring to be used for commercial purposes.
- E. Location: 999 Lakeview, APN: 026 - 043 - 15, Lake Tahoe, El Dorado County
- F. Description: The existing pier will be removed. 8 sets of steel piles will be set into the lakebed and support a wooden deck and railing expansion is proposed. 12 mooring buoys will conform to the attached grid formation, and will be used for commercial purposes. navigational safety lights will identify the limits of the buoy field.
- G. Persons Contacted:
- | | | |
|-------------------------|---|--|
| <u>Jim Lawrence</u> | - | <u>Tahoe Regional Planning Agency</u> |
| <u>Brad Hubbard</u> | - | <u>US Army Corps of Engineers</u> |
| <u>Nancy Haley</u> | - | <u>US Army Corps of Engineers</u> |
| <u>Kevin Kratzke</u> | - | <u>Lahontan Regional Water Quality Control Board</u> |
| <u>Julie Horenstein</u> | - | <u>Department of Fish and Game</u> |

II. ENVIRONMENTAL IMPACTS. (Explain all "yes" and "maybe" answers)

- | A. Earth. Will the proposal result in: | Yes | Maybe |
|--|-----|-------|
| 1. Unstable earth conditions or changes in geologic substructures?..... | — | — |
| 2. Disruptions, displacements, compaction, or overcovering of the soil? | — | — |
| 3. Change in topography or ground surface relief features?..... | — | — |
| 4. The destruction, covering, or modification of any unique geologic or physical features? | — | — |
| 5. Any increase in wind or water erosion of soils, either on or off the site? | — | — |
| 6. Changes in deposition or erosion of beach sands, or changes in siltation, deposition or erosion which may modify the channel of a river or stream or the bed of the ocean or any bay, inlet, or lake? | — | — |
| 7. Exposure of all people or property to geologic hazards such as earthquakes, landslides, mudslides, ground failure, or similar hazards? | — | — |

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1. Substantial air emissions or deterioration of ambient air quality?	—	—
2. The creation of objectional odors?	—	—
3. Alteration of air movement, moisture or temperature, or any change in climate, either locally or regionally?	—	—
C. Water. Will the proposal result in:		
1. Changes in the currents, or the course or direction of water movements, in either marine or fresh waters?	—	—
2. Changes in absorption rates, drainage patterns, or the rate and amount of surface water runoff?	—	—
3. Alterations to the course or flow of flood waters?	—	—
4. Change in the amount of surface water in any water body?	—	—
5. Discharge into surface waters, or in any alteration of surface water quality, including but not limited to temperature, dissolved oxygen or turbidity?	—	—
6. Alteration of the direct on or rate of flow of ground waters?	—	—
7. Change in the quantity of ground waters, either through direct additions or withdrawals, or through interception of an aquifer by cuts or excavations?	—	—
8. Substantial reduction in the amount of water otherwise available for public water supplies?	—	—
9. Exposure of people or property to water-related hazards such as flooding or tidal waves?	—	—
10. Significant changes in the temperature, flow or chemical content of surface thermal springs?	—	—
D. Plant Life. Will the proposal result in:		
1. Change in the diversity of species, or number of any species of plants (including trees, shrubs, grass, crops, and aquatic plants)?	—	—
2. Reduction of the numbers of any unique, rare or endangered species of plants?	—	—
3. Introduction of new species of plants into an area, or in a barrier to the normal replenishment of existing species?	—	—
4. Reduction in acreage of any agricultural crop?	—	—
E. Animal Life. Will the proposal result in:		
1. Change in the diversity of species, or numbers of any species of animals (birds, land animals including reptiles, fish and shellfish, benthic organisms, or insects)?	—	—
2. Reduction of the numbers of any unique, rare or endangered species of animals?	—	—
3. Introduction of new species of animals into an area, or result in a barrier to the migration or movement of animals?	—	—
4. Deterioration to existing fish or wildlife habitat?	—	—
F. Noise. Will the proposal result in:		
1. Increase in existing noise levels?	—	—
2. Exposure of people to severe noise levels?	—	—
G. Light and Glare. Will the proposal result in:		
1. The production of new light or glare?	—	—
H. Land Use. Will the proposal result in:		
1. A substantial alteration of the present or planned land use of an area?	—	—
I. Natural Resources. Will the proposal result in:		
1. Increase in the rate of use of any natural resources?	—	—
2. Substantial depletion of any nonrenewable resources?	—	—

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1. A risk of an explosion or the release of hazardous substances (including, but not limited to, oil, petroleum, chemicals, or radiation) is the result of an accident or upset conditions?.....

2. Possible interference with emergency response plans or an emergency evacuation plan?

K. Population. Will the proposal result in:

1. The alteration, distribution, density, or growth rate of the human population of the area?.....

L. Housing. Will the proposal result in:

1. Affecting existing housing, or create a demand for additional housing?.....

M. Transportation/Circulation. Will the proposal result in:

1. Generation of substantial additional vehicular movement?.....

2. Affecting existing parking facilities, or create a demand for new parking?.....

3. Substantial impact upon existing transportation systems?.....

4. Alterations to present patterns of circulation or movement of people and/or goods?.....

5. Alterations to waterborne, rail, or air traffic?.....

6. Increase in traffic hazards to motor vehicles, bicyclists, or pedestrians?.....

N. Public Services. Will the proposal have an effect upon, or result in a need for new or altered governmental services in any of the following areas:

1. Fire protection?.....

2. Police protection?.....

3. Schools?.....

4. Parks and other recreational facilities?.....

5. Maintenance of public facilities, including roads?.....

6. Other governmental services?.....

O. Energy. Will the proposal result in:

1. Use of substantial amounts of fuel or energy?.....

2. Substantial increase in demand upon existing sources of energy, or require the development of new sources?.....

P. Utilities. Will the proposal result in a need for new systems, or substantial alterations to the following utilities:

1. Power or natural gas?.....

2. Communication systems?.....

3. Water?.....

4. Sewer or septic tanks?.....

5. Storm water drainage?.....

6. Solid waste and disposal?.....

Q. Human Health. Will the proposal result in:

1. Creation of any health hazard or potential health hazard (including mental health)?.....

2. Exposure of people to potential health hazards?.....

R. Aesthetics. Will the proposal result in:

1. The obstruction of any scenic vista or view open to the public, or will the proposal creation of an aesthetically offensive site open to public view?.....

T. Cultural Resources

U. Mandatory Findings of Significance

III. DISCUSSION OF ENVIRONMENTAL EVALUATION (See Comments Attached)

IV. PRELIMINARY DETERMINATION

On the basis of this initial evaluation:

Project Description

This project involves reconstruction of an existing 8' x 110' recreational pier which serves a time-share development on the upland parcel, APN: 26-043-15, 999 Lakeview Avenue. Twelve mooring buoys will be retained and used for commercial purposes.

A watercraft concession is proposed to be operated on the most-lakeward four mooring buoys. (See attached drawing showing mooring buoy grid and shaded mooring buoys identifying the buoys which are proposed for watercraft concession use.)

Pier Reconstruction

The existing pier would be removed and replaced with a new pier in the same location. The Beachcomber property borders the City of South Lake Tahoe boat ramp to the east. This ramp would be used for construction access, as it is less than 100 feet from the Beachcomber pier. The City of South Lake Tahoe has provided a letter of permission to utilize the boat ramp under specified conditions. A flatbed truck will be driven down the boatramp to access the construction site and will be used to transport material from the existing pier offsite and to transport the new material to the project site.

The pilings will be installed utilizing water pressure by use of a pump, which will draw water either directly from the lake or from a temporary plastic pool which is filled by a pump from the lake. A plastic flexible hose is connected from the pump to a PVC pipe, which is down the center of the steel pipe. When the pump is turned on, water pressure loosens the sand inside the pipe and allows the pipe to drop. The contractor performing the reconstruction work indicates it takes approximately two minutes to set a piling or less than a day to set all pilings.

The pier will be reconstructed in the same size and configuration as the existing pier. Reconstruction of the pier would take approximately four weeks. No expansion is proposed.

Buoy Field/Watercraft Concession

The 12 mooring buoys are proposed to be placed in a configuration as depicted on Attachment 3. This grid pattern and spacing has been reviewed by staff of the TRPA and United States Army Corps of Engineers. The commercial use buoy field has been permitted by TRPA. The United States Army Corps of Engineers will be circulating a public notice for this project. The attached information more specifically describes the watercraft rental operation.

Watercraft Rental Project Description

The proposed project site is located lakeward of the Beachcomber Resort on the south shore of Lake Tahoe. The proposed project is the placement of a specially designed boat used to facilitate the rental of personal watercraft. The use of the boat will improve the safety and reduce the environmental impacts of the rental operation which currently operates off the beach. The boat will be used for the storage and refueling of personal watercraft. Previously, under normal lake level conditions, these operations have occurred at the lake shore and on the Beachcomber's multiple-use pier pursuant to an agreement between the Beachcomber Inn Vacation Membership Association and the applicant. Up to 22 watercraft will be available for rent, as allowed by permits SU 84-03 and SU 84-04 issued by the City of South Lake Tahoe. The boat is proposed to be in the water during the summer season from May 15 to October 30, with watercraft operations from 9:00 a.m. to 6:00 p.m. daily.

The boat is to be moored at an existing buoy, one of twelve multiple use buoys currently permitted at the site. Adjacent properties are El Dorado public beach to the east and private residential uses to the west. Additional buoys are located offshore from the residential parcels.

The boat is approximately 20 by 32 feet in size (see Attachment E and F). A canvas canopy with canvas side walls is attached to the deck. Two storage lockers and a bench are located on the deck. A ramp at the rear extends 6" into the water so that the personal watercraft can be completely removed from the water for refueling. Refueling will occur in an area with impervious decking material to prevent fuel being spilled into the water. The hoods of the watercraft will be opened during the fueling operation so that the level of fuel within the translucent gas tanks can be observed to avoid over-filling. Fuel absorbent materials will be kept nearby to wipe up any small amounts of fuel spilled. TRPA staff has observed the proposed refueling operation and have indicated that they are confident that every effort is being taken to avoid a fuel spill (refer to Attachment K, Spill Contingency Plan).

An environmental noise analysis has been prepared for the proposed operations. The analysis evaluates the project with respect to the TRPA's adopted Environmental Thresholds and maximum noise level standard for boats. The analysis concludes that the proposed operations will not exceed TRPA standards.

Among the anticipated benefits of operating watercraft rentals from the boat on the water are: superior refueling process; improved safety for patrons due to water depth (no need to bring craft to shallows/shore); better supervision and greater ability to render assistance from employees located off-shore, on the boat; reduced lake bottom/shoreline soil disturbance from launching and retrieving craft; reduced conflict between watercraft and other shoreline activities; and decreased noise at the shoreline due to the increased distance from shore.

Environmental Setting

A Tahoe Yellow Cress survey and habitat evaluation was performed by Julie Etra, Western Botanical Services, dated August 1993. On August 10, 1993 the survey and habitat evaluation was conducted on the project site. The report indicated that very little upland vegetation occurs on the Beachcomber property. The shorefront property is mostly unvegetated and heavily used by recreationists. Vegetation appeared at approximately 15-25 feet from the lake level, which was a plant community dominated by wetland species in the grass and rush families. Several species of willows were also present. Algae dominated areas of standing water. More dense vegetation appeared greater under the piers. The report indicated that the site had been heavily grazed and disturbed by geese.

The report further indicates that the Beachcomber property and adjacent properties north and south of the property are dominated by fine and very fine sands with some coarse material. The evaluation of habitat concluded that since fine to very fine sands dominate the Beachcomber and adjacent properties and because the area is heavily used, habitat for the Tahoe Yellow Cress is poor, and that establishment would be unlikely due to the heavy use associated with recreational activities and wildlife.

A request for consultation under the California Endangered Species Act has been submitted to staff of the Department of Fish and Game. Normal provisions for the protection of Tahoe Yellow Cress or its habitat, when present, are attached (see Interim Management Program).

III. DISCUSSION OF ENVIRONMENTAL EVALUATION

A. Earth

1. Unstable, Changes in Geologic Substructure

The proposed project does not require significant depth disturbance to the lake bed. Existing wooden pilings would be removed. Eight sets of steel pilings will be set by water pressure as described above to 6' or to refusal as depicted on the attached drawings. No significant impacts would occur.

2. Disruptions, displacement, compaction.

Steel pilings will be set by water pressure into the lakebed substrate a minimum of 6' or to refusal. This is not considered to be a significant impact to soils. 12 mooring buoys would be maintained in a grid pattern as depicted in the attached drawings. Use of the mooring buoys for commercial purposes at this location and as conditioned by TRPA and the United States Army Corps of Engineers would not have a significant effect on the lakebottom substrate.

3. Topography

No fill or grading is proposed. The pier would be reconstructed. No impacts to topography would result from this proposed project.

4. Destruction, Covering or Modification of Unique Geologic Features

This project involves reconstruction of an existing pier involving no new coverage of lakebed substrate.

5. Increase in Wind or Water Erosion of Soils

This project involves reconstruction of an existing recreational pier in Lake Tahoe and consideration of retention of 12 existing mooring buoys to be used for commercial purposes. No new impervious structures are proposed. No increase in wind or erosion of soils are anticipated.

6. Deposition/Erosion

The proposed pier reconstruction is of open pile design. There would be no deposition or erosion of soils resulting from this project. No significant impacts are anticipated.

7. Exposure of people or property to geologic hazards.

The existing pier is supported by piling which will be set by water pressure into the lakebed substrate. The pier as proposed would be located within the existing TRPA pierhead line. This project would not create geological hazards.

B. Air

1. Substantial air emissions or deterioration of ambient air quality

During placement of the mooring buoys, minor emissions of diesel fumes would be created by the barge which is proposed for use. The diesel emissions would occur temporarily until the mooring buoys have been placed in the identified grid pattern which would take approximately 1-2 days. These fumes would be dispersed by the air current and are not considered significant.

Continued use of the recreational pier by the upland residents when operating motorized watercraft would periodically contribute to the overall air quality of the Lake Tahoe Basin. This impact would continue and fumes from gasoline-powered watercraft would also disperse in the air currents. No new significant air quality impacts would result from this proposed project.

2. Creation of objectionable odors

The odor of diesel fumes may be experienced from the operation of the barge during the placement of the mooring buoys in the specified grid pattern. This impact is considered to be minor and temporary.

Gasoline fumes may be temporarily noticeable when motorized engines of watercraft are started periodically within the vicinity of the pier and buoy field. The buoy field would be operated adjacent to a heavily used public beach. This impact is typical of seasonal beach concession uses and is not considered to be significant.

3. Alteration of air movement

This project proposes reconstruction of an existing recreational pier and placement of 12 mooring buoys in a grid pattern as indicated in the attached drawings. No structures are proposed which would have an impact upon air movement. No significant impacts would occur as a result of this project.

C. Water

1. Changes in Currents

The pier to be reconstructed is of open piling design and would not effect the water currents in the shorezone of this project area. The mooring buoy anchor blocks would rest on the lake bed. This would not impact the water currents. No significant impacts are anticipated.

2. Absorption rates, Drainage Patterns, Runoff

No new impervious structures are proposed as part of this project, therefore there would be no changes to absorption rates, drainage patterns or water runoff resulting from this project.

3. Alterations to Course or Flow

This project is located within the body of Lake Tahoe. It would not impact the course or flow of waters entering or leaving Lake Tahoe. There would be no significant impact.

4. Changes in Amount of Surface Water

Reconstruction of this recreational pier and retention of 12 mooring buoys would not have an impact upon the amount of surface water in Lake Tahoe. There would be no significant impact.

5. Discharges

There may be a minor amount of turbidity experienced during the removal of wooden pilings and the setting of steel pilings. This impact would be minimized through the proposed use of turbidity screens around the construction area and/or use of caissons or sleeves during the pile setting activity. In addition, small boats with tarps will be placed beneath the reconstruction areas, where necessary, to prevent construction debris from entering lake waters. No significant impacts would occur.

6. Alteration of Direction or Rate of Flow of Ground Water

The geology of the project area is composed of glacial and alluvial deposits. The reconstruction of the existing pier and retention of 12 mooring buoys would not create an alteration to any ground water flows. The project is not located within a stream inlet nor near any known underwater spring. No significant impacts would occur.

7. Quantity of Ground Water

No. refer to C-6, above.

8. Public Water Supplies

The proposed project does not involve alteration or construction of aquifers or public water lines. No impacts would occur.

9. Exposure of people or property to Water-Related Hazards

This project would not expose people or property to water-related hazards. The pier is constructed at a height above the identified high water elevation of 6228.75'. No significant impacts would occur.

10. Changes in Temperature, Flow, Chemical Content of Surface Thermal Spring

There are no known thermal springs in the vicinity of the existing pier proposed for reconstruction. No significant impacts would occur.

D. Plant Life

1. Diversity of Species

There would be a temporary change in aquatic sessile plants during the removal of the wooden pilings and during the placement of the new steel pilings. This is not considered to be a significant impact. The indigenous aquatic flora will begin recolonizing the area shortly after completion of the project.

2. Unique, Rare or Endangered Species

The shoreline surrounding Lake Tahoe is within the range of State-listed Rorippa subumbellata, Roll.. A soils and vegetation survey was conducted which concluded that the project site did not contain Rorippa. The project site was considered to be poor habitat. Staff of the State Lands Commission has reviewed the report. The report is presently being considered by the California Department of Fish and Game staff pursuant to the California Endangered Species Act. No impacts to Tahoe Yellow Cress are anticipated to occur from this project. The Interim Management Program Construction and Access Guidelines are attached and would be implemented should the site be determined to be potential habitat.

3. Introduction of new species

This project does not propose placement of vegetation. No impacts would occur.

4. Reduction in acreage of agricultural crop

This project would occur within the body of Lake Tahoe. No impacts would occur to agricultural crops.

E. Animal Life

1. Change in the Diversity of Species

There would be a temporary change in aquatic animal life within the reconstruction area. Indigenous aquatic animals will reoccupy the new materials of the reconstructed pier. The project is located in a clear area identified by TRPA as not containing fish spawning habitat. TRPA has issued a Statement of No Significant Impact, attached.

2. Unique, Rare or Endangered Species

There are no known rare or endangered aquatic animals reported within the project area. No significant impacts are anticipated.

3. Introduction of New Species

The proposed pier reconstruction and retention of 12 mooring buoys would not introduce any new species to the area nor create a new barrier to aquatic animals.

4. Deterioration to Existing Fish or Wildlife Habitat

The project is located on TRPA fish habitat maps as an area which has been mapped as a clear area. TRPA has issued its permit which includes a Finding of No Significant Impact to the environment. No significant impacts are anticipated from this project.

F. Noise

1. Increase in Existing Noise Levels

There would be a temporary, intermittent increase in the existing noise levels during the pile setting activity of the reconstruction of the existing pier and for the operation of the barge during the realignment of the mooring buoys.

Continued use of the pier for recreational purposes may create temporary bursts of noise when motorized watercraft engines are started in the vicinity of the pier. The pier is used for private recreation by the participants of the upland timeshare development. The mooring buoy field would be used for commercial purposes. Hours of watercraft concession operation are 9:00 a.m. to 6:00 p.m., in accordance with the commercial use permit issued by the City of South Lake Tahoe for this parcel. A noise analysis was performed as part of TRPA's review of this project, which indicated that the proposed project would not exceed TRPA's adopted noise thresholds.

The commercial buoy field has been permitted by TRPA. The City of South Lake Tahoe has permitted the watercraft concession use. There would be no significant impacts from the proposed project to existing noise levels.

2. Exposure of People to Severe Noise Levels

Refer to response F-1, above.

G. Light and Glare

1. The production of new light or glare

The pier to be reconstructed is located within the TRPA pierhead line and would therefore not require special navigational lighting. Two navigational marker buoys are proposed for placement in accordance with U.S. Coast Guard regulations identifying the limits of the buoy field beyond the TRPA pierhead line. These buoys would be equipped for nighttime lighting as a navigational safety factor. This impact is normal for seasonal buoy use beyond the TRPA pierhead line. No significant impacts of light or glare are anticipated.

H. Land Use

1. A substantial alteration of the present or planned land use of an area.

The proposed project does not involve expansion or placement of new facilities. Present land uses would continue. The mooring buoy field will be recognized by the State Lands Commission as a commercial use. This would be the only change on this project site. No significant impacts have been identified.

I. Natural Resources

1. Increase in rate of use

This project involves refueling of watercraft within lake waters. The attached Spill Contingency Plan has been prepared and reviewed by staff of the Lahontan Regional Water Quality Control Board. The watercraft concession has been permitted for up to 22 watercraft rentals. This would not be considered to be a significant impact upon the rate of use of natural resources. No significant impacts are identified.

2. Substantial depletion of nonrenewable resources

No, refer to response I.-1., above.

J. Risk of Upset

1. Risk of explosion

The potential risk of fuel explosion during this pier repair project would be minimal. Diesel fuel would be used to operate the barge/vessel which would be used to reconfigure the mooring buoys. Reconstruction of the pier and continued use of the pier would be regulated by TRPA's permit which indicates that "...the discharge of petroleum products...is prohibited..and that no containers of fuel, paint, or other hazardous materials may be stored on the pier." As indicated in I-1, above, a Spill Contingency Plan has been prepared and will be utilized for the duration of the watercraft concession. This impact would be monitored by TRPA and Lahontan staff. Mitigations have been proposed to minimize the potential significant impact which would result from this project.

2. Interference with Emergency Response Plan

The pier has existed within the body of Lake Tahoe. The length of the pier is within the TRPA pierhead line (see Attachment B. The mooring buoy field would not be placed farther lakeward than other buoys along this stretch of shallow shoreline. There would be no significant impacts to emergency response plans resulting from this proposed project.

K. Population

1. Alteration, Distribution, Density or Growth Rate

This project does not involve the need or demand for new housing. A timeshare development exists on the upland parcel of this water influence area. No significant impacts have been identified.

L. Housing

1. Existing, or Demand for Additional

Refer to response K.1., above.

M. Transportation

1. Generation of substantial additional vehicular movement

No new or expanded structures are proposed as part of this project. There would be no changes to existing vehicular movement resulting from this project. No significant impacts have been identified.

2. Affect existing Parking facilities, Demand for New

See M-1, above. In addition, the proposed concession would occur adjacent to an existing public beach where upland parking is provided.

3. Existing Transportation Systems

The applicant's access for continued use of the pier would be from Highway 50 and Lakeview Boulevard. Existing roadways and parking on the upland would be used. No significant impacts have been identified.

4. Alterations to Present Patterns of Circulation

No, refer to response M.-3., above. In addition, access to the pier for the reconstruction work would occur from the adjacent City of South Lake Tahoe boat ramp. The boat ramp is presently closed to the public for boat launching due to low water conditions. The City of South Lake Tahoe has issued a letter of permission to allow use of the boat ramp for construction access to the project site. No significant impacts have been identified.

5. Alterations to Waterborne, Rail or Air Traffic

The continued use of the pier, which exists within the TRPA pierhead line, would not create any new impacts to waterborne traffic. The buoy field has existed at this site and would be reconfigured in the grid pattern identified in the attached drawings. TRPA has permitted the watercraft concession. The United States Army Corps of Engineers is circulating a public notice for this project. The project includes placement of two navigational marker buoys to identify the limits of the buoy field. The navigational marker buoys would be regulated by the U.S. Coast Guard. No significant impacts have been identified.

6. Increase in Traffic Hazards

Construction vehicle access to the project site will be limited. One or two vehicles would be used during the pier reconstruction project. A barge vessel would be used for the placement of the mooring buoys in grid fashion. This project would not significantly increase the possibility for traffic hazards.

N. Public Services

1. Fire protection

The recreational pier is located within the water influence area of an existing timeshare development. The proposed reconstruction of the existing pier would not alter existing services or require the need for new public services. Retention of the 12 mooring buoys in the attached grid fashion would not have a significant impact upon fire protection. A fuel spill plan has been prepared for use and is attached. There would be no new significant impacts which have not been mitigated.

2. Police protection

Refer to response N.-1., above.

3. Schools

Refer to response N.-1., above.

4. Parks and Recreational Facilities

Refer to response N.-1., above.

5. Maintenance of public facilities

Refer to response N.-1., above.

6. Other Governmental Services

Refer to response N.-1., above. The City of South Lake Tahoe has not reported any concerns with compliance with the existing concession permit on file.

O. Energy

1. Use of substantial amounts of fuel or energy

Reconstruction of the existing pier would not significantly impact the use of substantial amounts of fuel or energy. No construction of new electrical or fuel-powered equipment is proposed for placement on this pier. Commercial use of the buoy field, the watercraft concession specifically, would involve refueling of up to 22 rental watercraft as indicated in the attached Fuel Spill Contingency Plan. This concession would be monitored by TRPA staff and Lahontan staff, if necessary. There would be no significant impact.

2. Increase in demand upon existing sources of energy

The reconstruction of the existing pier would not increase a demand upon existing sources of energy. Also refer to response O.-1., above.

P. Utilities

1. Power or natural gas

The reconstruction project would not require the placement of new power poles or lines. Existing sources of power could be utilized from the upland timeshare development. No new utilities are proposed. No impacts would result.

2. Communication systems

Refer to response P.-1., above.

3. Water

Refer to response P.-1., above.

4. Sewer or Septic Tank

Refer to response P.-1., above. The project is adjacent to El Dorado public beach which provides restroom facilities.

5. Storm or Water Drainage

Refer to response P.-1., above.

6. Solid waste and disposal

Refer to response P.-1., above. The project is adjacent to El Dorado public beach which provides solid waste receptacles.

Q. Human Health

1. Health hazard

Reconstruction of the pier would not present a safety hazard to humans. Retention and use of the pier would not affect human health. Retention of the 12 mooring buoys for commercial purposes has been permitted by the City of South Lake Tahoe and TRPA. No significant impacts have been identified.

2. Exposure of people to potential health hazard

During the placement of the mooring buoys in the attached grid formation, diesel fumes created by the barge would be noticeable to persons located in the immediate vicinity. This would be a temporary minor impact. Gasoline fumes would be noticeable when motorized watercraft engines are started in the vicinity of the pier and commercial buoy field. This impact would be brief and intermittent. Fumes would be dispersed by prevailing winds. No significant impacts have been identified.

R. Aesthetics

1. Obstruction or scenic vista or view

The pier has existed at this site. TRPA has permitted the pier reconstruction project and the commercial buoy field. No new impacts would result from this project.

S. Recreation

1. Quality or quantity of existing recreational opportunities

This project does not propose to expand or extend the existing pier structure. The pier is located within the TRPA pierhead line. The mooring buoy field would be used for commercial purposes. A watercraft concession is proposed to be operated on a portion of the buoy field. This would increase recreational opportunities adjacent to the City of South Lake Tahoe's public recreational beach. There would be no significant adverse impacts to recreational opportunities resulting from this proposed

project.

T. Cultural Resources

1. Prehistoric or historic archaeological sites

The recreational pier has extended from this parcel for many years. The reconstruction of this existing structure would not involve significant soil disturbances which would warrant an evaluation of prehistoric or historic archaeological sites. Retention of the existing 12 mooring buoys in the attached grid fashion would not have a significant impact to the lake bottom substrate. No impacts are identified.

2. Adverse physical or aesthetics to prehistoric or historic building.

The recreational pier to be reconstructed has not been identified as a prehistoric or historic building. No significant impacts have been identified.

3. Unique Ethnic Cultural Values

There are no known ethnic cultural values associated with this specific project site. The upland parcel contains an existing timeshare development, and the recreational pier has existed at this site for some time. No impacts to ethnic cultural values have been identified.

4. Religious or Sacred Uses

There are no known religious or sacred uses of this project site. There would be no impacts.

U. Mandatory Findings of Significance

1. Degrade quality of the environment

Measures to prevent impacts to the environment have been incorporated into the project such as utilization of: turbidity screens, caissons, tarps and small boats to catch debris, barge with rubber tires which will be used to place the mooring buoys in grid fashion, and use of an adjacent existing boat ramp for access to the construction site. The quality of the environment would not be degraded from this proposed project.

2. Short Term vs. Long-Term Environmental Goals

The design of the recreational pier is open piling. The pier would be located within the TRPA pierhead which would not affect navigation and recreation. The proposed project involves reconstruction of an existing pier. 12 mooring buoys will be retained and used for commercial purposes. Two navigational safety marking buoys will identify the limits of the buoy field. A fuel Spill Contingency Plan has been prepared and reviewed by Lahontan Regional Water Quality Control Board. Concession activity would be monitored by TRPA staff. There have been no significant impacts identified which have not been mitigated which would occur from this proposed reconstruction project.

3. Impacts Individually Limiting, Cumulatively Considerable

The proposed project involves the removal of existing wooden pilings and reconstruction of an existing recreational pier. 12 mooring buoys will be retained and used for commercial purposes. Two navigational safety marker buoys will identify the limits of the buoy field. TRPA has permitted both aspects of this project. No cumulative impacts have been identified which would occur from the proposed project.

4. Substantial Adverse Effects on Human Beings

Refer to discussion in Q., above. No significant impacts are identified.

MONITORING PROGRAM

BEACHCOMBER PIER RECONSTRUCTION AND COMMERCIAL BUOY FIELD

APN: 26-043-15, EL DORADO COUNTY

1. **Impact:** The removal of the existing wood piling, and placement of new steel piling may cause turbidity to lake waters.

Project Modifications:

- a) Use of turbidity screens around the construction area;
- b) Use of caissons or caissons to prevent the release of resuspended sediments during pile placement;
- c) Use of small boats and/or tarps would be placed under the reconstruction area, as necessary, to collect construction debris; and,
- d) Collection of waste materials onto the barge for disposal in dumpsters or at an approved landfill site.

Monitoring:

Staff of the State Lands Commission, or its designated representative, would periodically monitor the construction site to ensure project modifications are implemented.

2. **Impact:** The proposed project involves fueling of watercraft within lake waters and could have the potential to affect water quality.

Project Modification:

A Spill Contingency Plan has been prepared and reviewed by Lahontan Regional Water Quality Control Board staff and will be used as a precaution against a fuel spill into lake waters.

Monitoring:

Staff of the State Lands Commission, or its designated representative, as well as TRPA staff would periodically monitor the commercial watercraft concession to ensure that appropriate equipment is available and being used in accordance with the Spill Contingency Plan attached to this document.

3. **Impact:** The mooring buoys are located beyond the TRPA pierhead line and could impact nighttime navigation.

Project Modification:

Two navigational safety buoys are proposed for placement in accordance with U.S. Coast Guard regulations to identify the limits of the buoy field.

Monitoring:

The U.S. Coast Guard would both regulate and monitor this project modification.

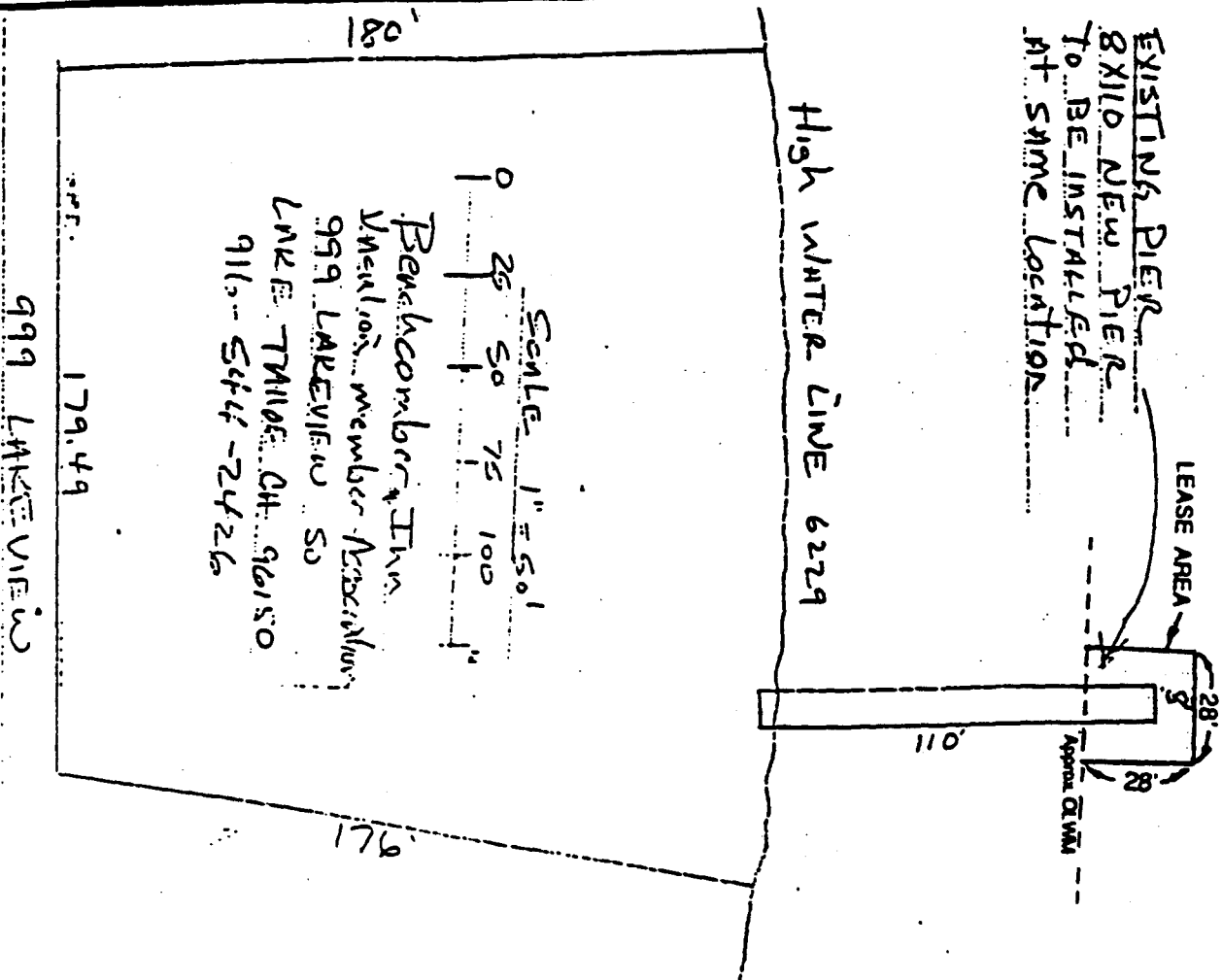
ATTACHMENTS

Attachment A	Local Map of Pier Reconstruction
Attachment B	Plan Profile of Pier Reconstruction
Attachment C	Plan Drawing of Buoy Grid Pattern
Attachment D	Profile Drawing Showing Buoy Placement Detail
Attachment E	Plan View of Watercraft Concession Vessel
Attachment F	Profile of Watercraft Concession Vessel
Attachment G	TRPA Statement of No Significant Impact for the Pier Repair
Attachment H	Letter of Permission from City of South Lake Tahoe for Use of Boat Launch Ramp for Construction Access
Attachment I	Interim Management Program - Tahoe Yellow Cress
Attachment J	California Regional Water Quality Control Board Review of Watercraft Concession Spill Contingency Plan
Attachment K	Watercraft Concession Spill Contingency Plan

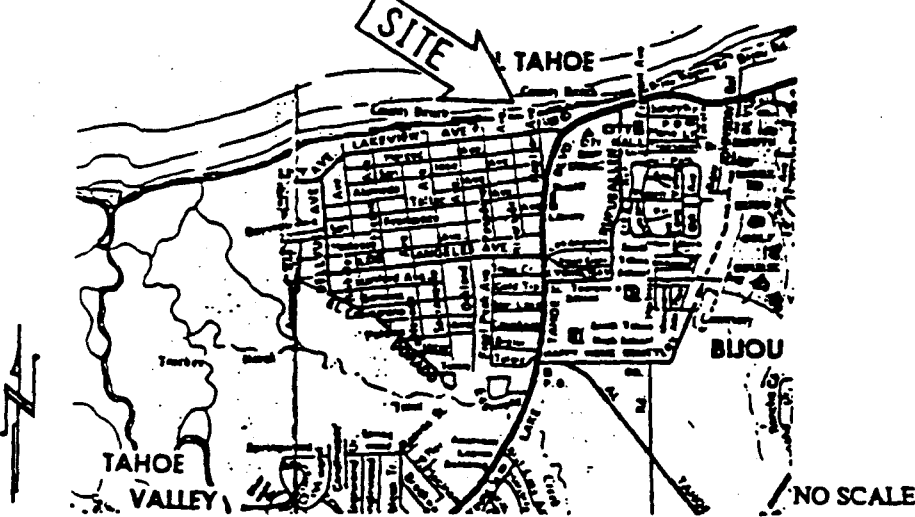
LAKE TAHOE

EXISTING PIER
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TO BE INSTALLED
AT SAME LOCATION

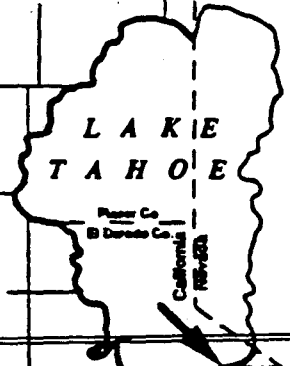
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LOCATION MAP LAKE TAHOE



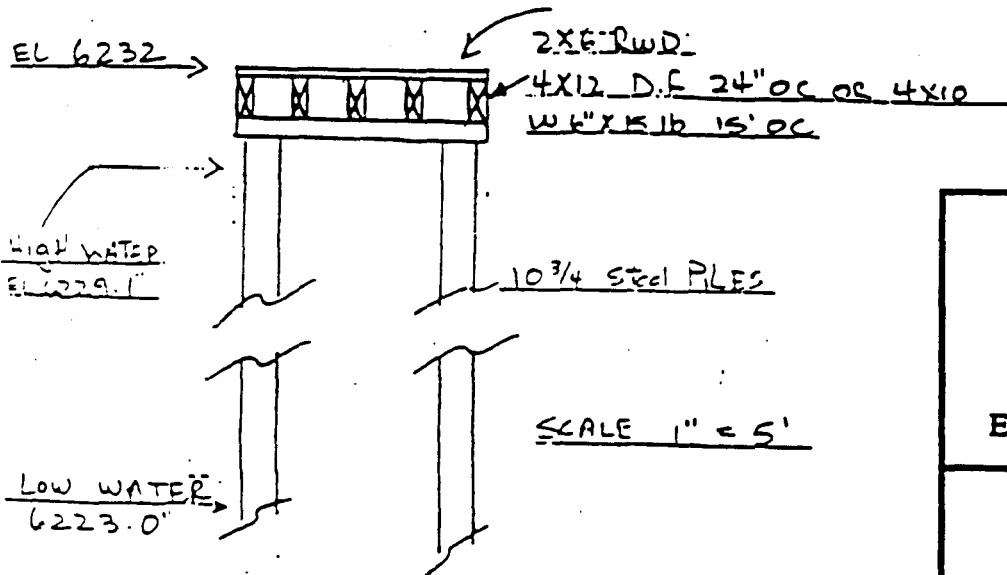
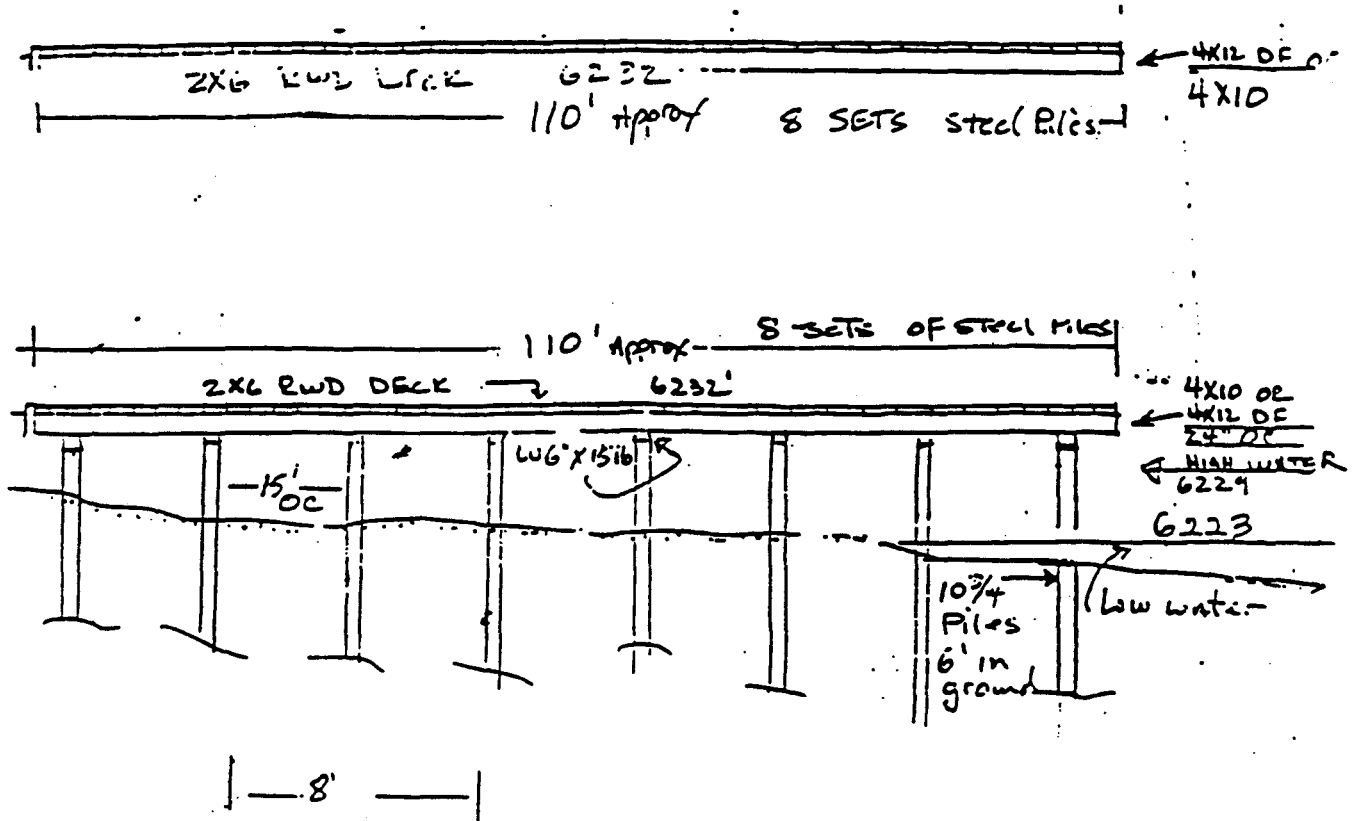
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Commercial Lease
APN 26 - 043 - 151
Lake Tahoe
EL DORADO COUNTY
Sheet 1 of 4 Sheets



This Exhibit is solely for purposes of generally defining the lease premises, and is not intended to be, nor shall it be construed as, a waiver or limitation of any State interest in the subject or any other property.

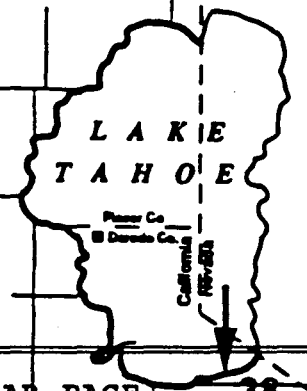
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NO SCALE

PRC 5516
Commercial Lease
APN 26 - 043 - 151
Lake Tahoe
EL DORADO COUNTY
Sheet 2 of 4 Sheets

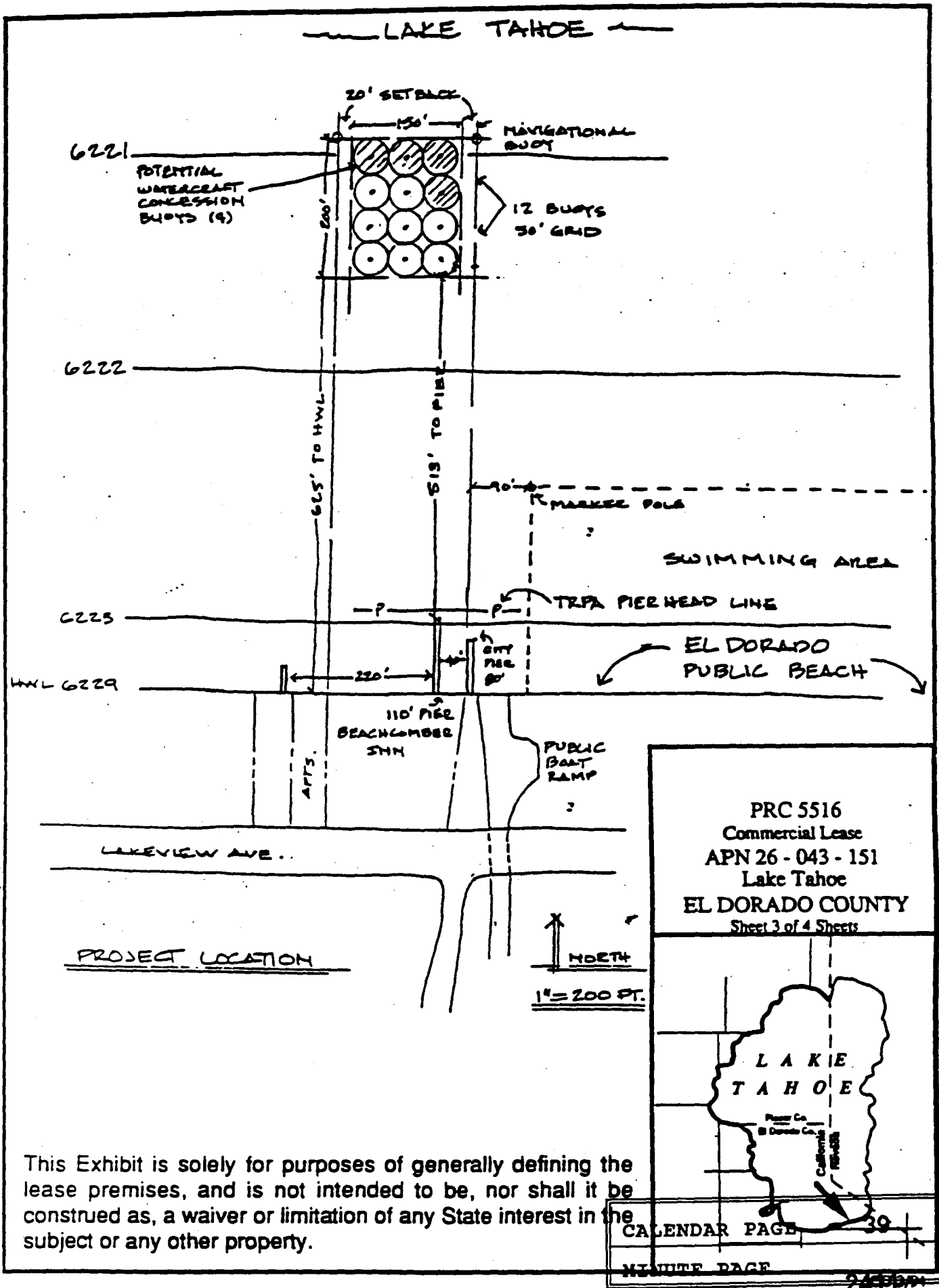


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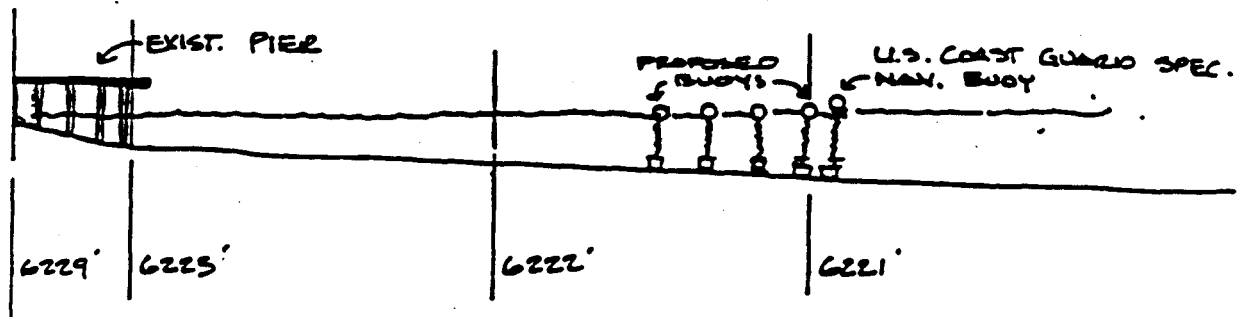
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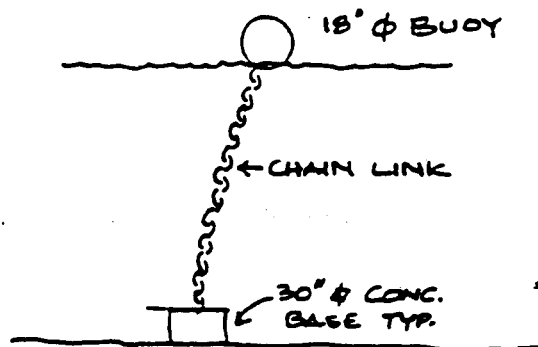
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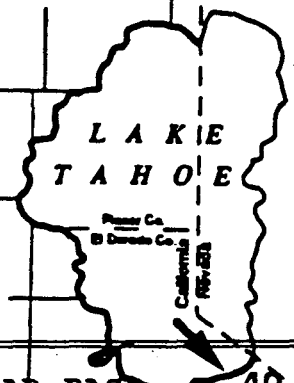
CROSS SECTION N.T.S.



BUOY DETAIL N.T.S.

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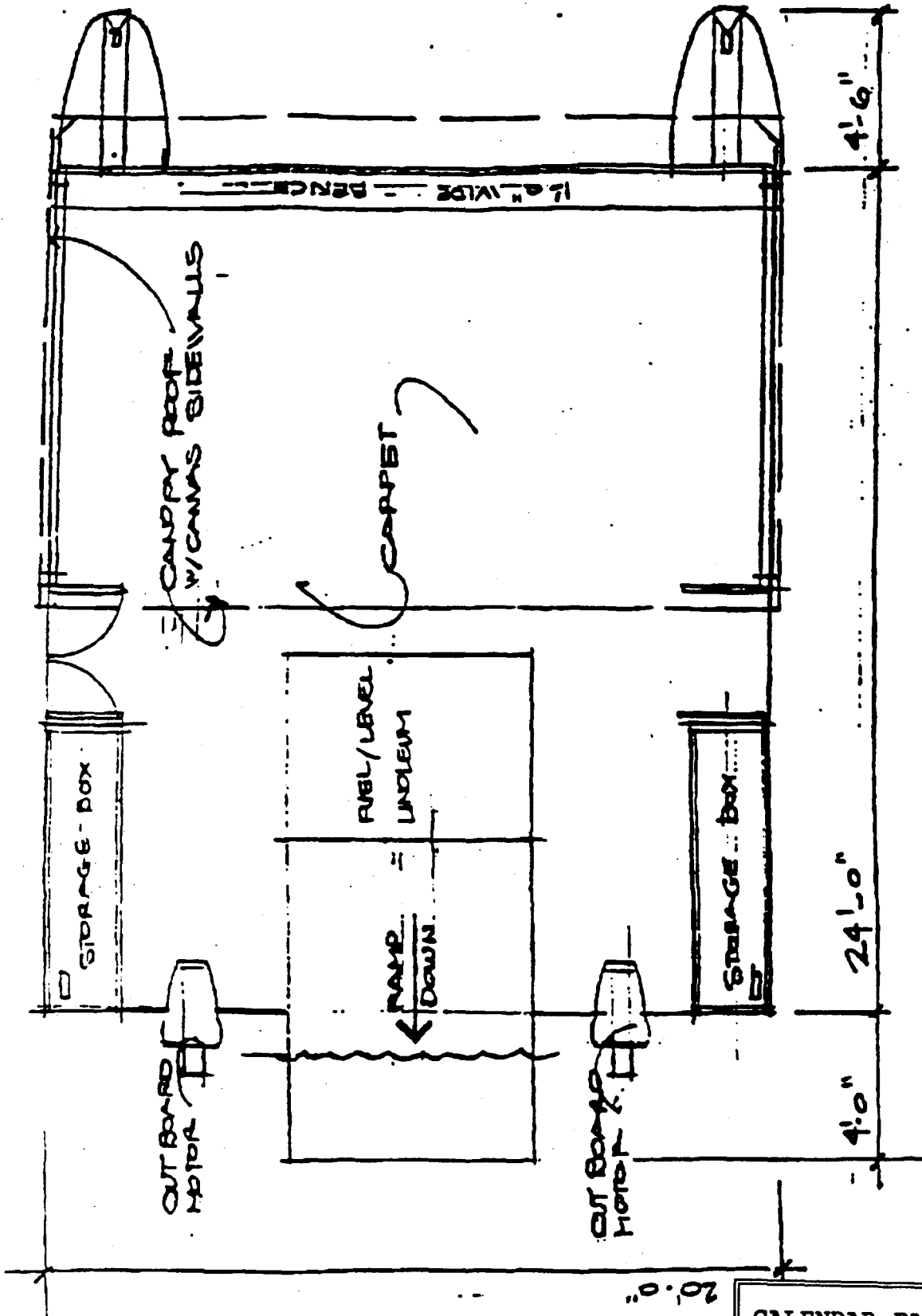
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EL DORADO COUNTY
Sheet 4 of 4 Sheets



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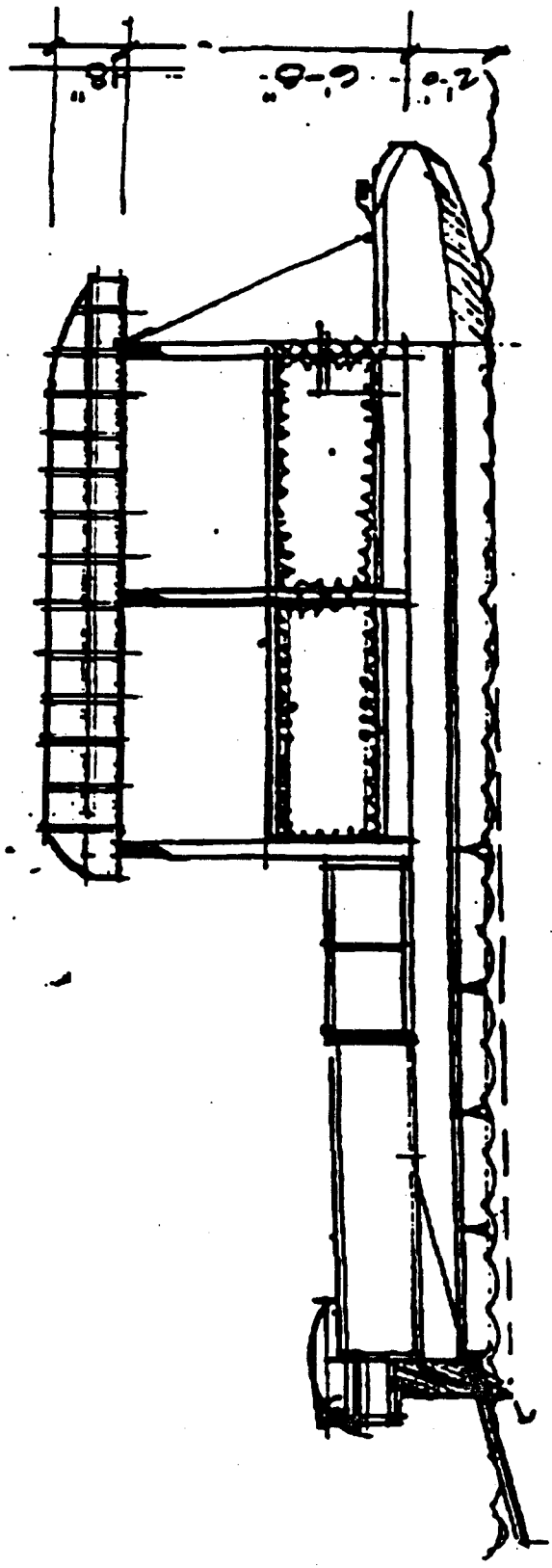
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PLAN VIEW 22 3-23-91

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SIDE PROFILE

3-23-77

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TAHOE REGIONAL PLANNING AGENCY

308 Doria Court
Elks Point, Nevada

P.O. Box 1038
Zephyr Cove, Nevada 89448-1038

(702) 588-4547
Fax (702) 588-4527

Attachment G

STATEMENT OF NO SIGNIFICANT EFFECT

PROJECT DESCRIPTION Tahoe Beachcomber Pier Repair

APN 026-043-15

PERMITTEE(S) Tahoe Beachcomber

FILE #930575

COUNTY/LOCATION El Dorado, 999 Lakeview

Staff Analysis: In accordance with Article VI of the Tahoe Regional Planning Compact, as amended, and Section 6.3 of the TRPA Rules and Regulations of Practice and Procedure, the TRPA staff has reviewed the information submitted with the subject project. On the basis of this initial environmental evaluation, Agency staff has found that the subject project will not have a significant effect on the environment.

Determination: Based on the above-stated finding, the subject project is conditionally exempt from the requirement to prepare an Environmental Impact Statement. The conditions of this exemption are the conditions of permit approval.

Lyn Barnett
TRPA Chairman or Executive Director

10/1/93
Date

City of South Lake Tahoe

"making a positive difference now"



Our Mission is:

Working

together to

create the

best future

for our

community

January 11, 1994

TO: California State Lands Commission

1807 13th Street

Sacramento, Ca. 95814-7187

RE: Beachcomer Inn Membership Association

Removal and replacement of existing pier.

999 Lakeview Ave. South Lake Tahoe, Ca. 96150

Assessor's Parcel no. 26-043-15

FR: Steve Weiss- Parks Superintendent

Concerning the above referenced proposed project, the City of South Lake Tahoe will grant **Kenwood Construction** permission to access the City's boat ramp to complete said project, dependent upon the Lake level and review of the site at the time of actually doing the work.

If I can provide any further information, please feel free to contact me.

Sincerely,

Steve Weiss

Parks Superintendent

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MINUTE PAGE

2416

**INTERIM MANAGEMENT PROGRAM
FOR *Rorippa subumbellata* Roll.
(TAHOE YELLOW CRESS)**

An interim management plan has been developed to eliminate the impacts caused by the construction of piers and appurtenant facilities along the shoreline of Lake Tahoe and to protect *Rorippa subumbellata* Roll. and its habitat from degradation. This interim plan will function until the final management plan is completed. This interim plan has the following elements: 1) the minimization of the area disturbed due to construction and access to and from the pier; and 2) conservation measures for the species along the shoreline of Lake Tahoe. These interim guidelines apply to any pier project which will disturb the Lake Tahoe shoreline between the elevations 6220' and 6228.75' LTD.

Construction and Access Guidelines

Construction of new piers, pier extensions, pier replacements, and pier modifications shall be governed by the following guidelines:

- 1) All construction activities shall be conducted from the water side of the pier. The area of disturbance of the lake bottom and shoreline shall be no greater than the footprint of the pier. Construction disturbance caused by the construction vehicle shall be limited to the area where the pier sets or an space of similar size directly adjacent to the pier. In no case shall the space disturbed be greater than that which the pier occupies or will occupy.
- 2) In areas having a cobble or sandy-cobble backshore, the beach and offshore substrate compacted by contact of the substrate with construction equipment shall be rolled to level the depressions created by the tracks of the construction vehicle. Any remaining compacted soils shall be loosened with pronged hand tools to reduce the compaction and then filled with comparable small cobbles taken from the backshore. These cobbles must be taken from the backshore without damaging the habitat or the species.
- 3) No equipment or materials shall be located or stored between elevation 6220' and 6232' LTD.
- 4) No construction activity at the site shall begin or proceed without the presence of the State Lands Commission designated mitigation monitor on site. The project applicant shall notify the designated mitigation monitor at least 14 days prior to when construction will commence.

- 5) Only one pedestrian path shall be allowed between the upland residence and the pier. Such path shall be bordered by native vegetation similar to willow, service berry, or manzanita. Prior to construction of the pedestrian path, a plan shall be submitted to the State Lands Commission showing the location of the path, the proposed vegetation planting, and the type of vegetation proposed as screening.
- 6) All existing individuals and colonies of *Rorippa subumbellata* on the project applicant's property shall be fenced to prevent damage during construction.

Conservation Guidelines

All applicants for projects which may impact the habitat or potential habitat of *Rorippa subumbellata* Roll. shall participate in the final conservation and management program set forth in the Management and Enhancement Plan for *Rorippa subumbellata*. For these interim guidelines the following shall be provided at the time of application:

- 1) The project applicant shall submit two copies of a report describing the soils and vegetation on the applicants property. The report shall emphasize the area located between elevations 6232' and 6223' LTD. Such report shall describe the texture and composition of the soil, the slope, and the existing vegetation types and their condition. Such report shall be submitted with a plan view map of the area at a scale of 1":10' and photographs of the mapped area.

Other

The project applicant shall be required to provide the State Lands Commission with a letter of credit to insure the compliance with all mitigation measures. The amount of the required letter of credit shall be established at the time of project approval. In the event that the mitigation measures and the conditions are not complied with as determined by the Commission's mitigation monitor, the letter of credit may be forfeited after a hearing before the State Lands Commission. Money forfeited by project applicants shall be used to remedy the impacts of the project and to conserve *Rorippa subumbellata*.

The project applicant shall also reimburse the State Lands Commission for all costs incurred by the State Lands Commission to monitor and enforce these and other requirements imposed on the project as provided by Section 21080.6 of the California Public Resources Code.

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD—
LAHONTAN REGION**

2092 LAKE TAHOE BOULEVARD
SOUTH LAKE TAHOE, CALIFORNIA 96150
(714) 344-3281 FAX (714) 344-3277

Attachment J



October 5, 1993

Mr. Jay Kriep
P.O. Box 624501
South Lake Tahoe, CA 96154

Dear Mr. Kriep:

LAKEVIEW SPORTS' SPILL CONTINGENCY PLAN

I have reviewed the spill contingency plan you submitted on behalf of Lakeview Sports on June 14, 1993. I find the plan, when fully implemented, will provide adequate response and containment of spills at Lakeview's refueling platform. However, for on-the-water spills of gasoline we recommend that oil absorption booms be used in addition to oil absorption pads. The booms can serve to contain the spill while the pads absorb the gasoline. With the addition of adsorption booms to your plan, we will consider your spill contingency plan acceptable.

Please contact me at (916) 542-5421 or Lauri Zander at (916) 542-5434 if you have any questions.

Sincerely,

Kevin Kratzke
Sanitary Engineering Associate

cc: Tahoe Regional Planning Agency/Jim Hamilton
State Lands Commission/Judy Lindlow

KEK/sh

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LAKEVIEW SPORTS PERSONAL WATERCRAFT RENTALS

SPILL CONTINGENCY PLAN

I. Prevention and Containment

The following is a list of the activities on a re-fueling platform which have a potential risk of an unauthorized discharge or spill of hazardous material; the possible areas effected; the source of the potential discharge; the type of possible material discharged; the type of prevention measure(s) implemented; the type of monitoring measure(s) employed; and if applicable, the containment equipment installed or available.

A. Fueling watercraft on the floating platform.

1. Area: The water area adjacent to the platform.
2. Source: The re-fueling containers.
3. Material: Gasoline/oil mix.
4. Prevention: Stringent procedures are followed during re-fueling: the craft is placed in an area with non-porous deck surface; the hood is opened to observe the level of fuel in the clear or translucent fuel tank during the re-fueling process; re-fueling is performed by trained personnel; and, gas absorbent towels are kept next to the re-fueling area.
5. Containment: spill would be contained on non-porous deck with surrounding lip and absorbed with gas absorbent towels. In case of a larger spill which could result in an on-the-water gasoline spill, oil absorption booms will be stored on the platform to contain the spill while the pads absorb the gasoline.

B. Fuel Storage.

1. Area: fuel is stored in approximately ten 5-gallon fuel cans in the storage lockers on the platform.
2. Source: fuel cans.
3. Material: gasoline/oil mix.

4. Prevention: sealing of cans during storage and transport to and from the platform.
5. Containment: clean up with absorbent towels.

II. Clean-up and Disposal

- A. The following cleanup materials will be stored on-site for the clean-up process:
 1. Gas absorbent towels and gas absorbent booms are stored on the platform adjacent to the re-fueling and storage areas.
- B. The following is a list of the clean up materials which have been purchased and are stored on-site:
 1. One case (100) gas absorbent towels. (Supplier: Bi-State Petroleum)
 2. Oil absorbent boom (Mfg. Wolfco Group)
- C. Contaminated absorbent materials are temporarily stored in a plastic container on the platform. When a sufficient quantity is collected, it is legally disposed by South Tahoe Refuse.
- D. The employees are trained in the re-fueling procedures and use of the absorbent materials on site. The facility manager is responsible for demonstrating the appropriate use of the materials.

III. Notification and Information

- A. Should a significant spill occur the following people and agencies should be contacted:

Lakeview Sports
Ron Williams, owner
544-0183

CWQCS Lahontan Region
Attn: Kevin Kratzke
(916) 544-3481
1-800-852-7550

Tahoe Regional Planning Agency
Attn: Steve Chilton
(702) 588-4547

El Dorado County Environmental Health Department
Attn: Marcy Barnett
(916) 573-3145

U. S. Coast Guard
Tahoe City
(916) 583-4433

- B. Clean-up materials (see clean-up and disposal)
- C. Person in charge: Ron Williams, who can be contacted for information on a spill.

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COMMERCIAL LEASE

PRC 5516
EXHIBIT "C"

This Lease is made between and executed by Beachcomber Inn Vacation Membership Association, a Non-Profit Mutual Benefit Corporation, herein called LESSOR, and Williams Sports Rental, Inc., dba Lakeview Sports, Inc. a California Corporation, herein called LESSEE.

RECITALS

A. Whereas, LESSOR and LESSEE have, since 1989, entered into annual lease agreements for the premises defined in Paragraph 1 below;

B. Whereas, it has come to the attention of both LESSOR and LESSEE that in regard to the some of the business activities performed by LESSEE under leases between the parties herein, certain consents and permissions by the California State Lands Commission, hereinafter referred to as the "COMMISSION", are required to conduct such activities.

C. Whereas, LESSOR, LESSEE, and the COMMISSION have reached an accord regarding past, present and future rents due the COMMISSION for activities conducted by LESSEE under the present lease and all prior leases between LESSOR and LESSEE;

Now, therefore, LESSOR and LESSEE agree to the following:

1. DESCRIPTION OF PREMISES

LESSOR leases to LESSEE, and LESSEE hires from LESSOR, as herein provided, a portion of the Beachcomber Resort property located between the boat dock of the City of South Lake Tahoe (excluding any public property) and the boat dock of the Beachcomber Resort, and the Beachcomber Resort Boat Dock

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itself, with two buoys; said portion of the property and the boat dock itself shall herein be referred to as the "Premises"; a map of the Premises is attached as Exhibit "A". The Beachcomber Resort, located at 999 Lakeview Avenue, South Lake Tahoe, California, is herein referred to as the "Property".

2. TERM

The original term of this Lease is for six months, beginning on April 15, 1994, and ending on October 15, 1994. However, if the LESSEE fully and completely complies with all provisions of this Lease for the original term and each successive term provided for under this Lease, then LESSEE shall be entitled to exercise an option for an additional annual term for the same time period (April 15th to October 15th) as the original term.

LESSEE shall be entitled to exercise six successive annual options, with each option exercised separately by LESSEE, by:

(i) giving written notice for each option to LESSOR no earlier than October 15, 1994 and no later than November 30th of the year preceding the new term;

(ii) paying, concurrently with giving the aforementioned written notice to exercise an annual option for an additional term, to LESSOR the necessary deposits for LESSEE's business activities under this Lease as shall be required by the COMMISSION (more fully discussed in Paragraph 3(b) below); and

(iii) reaching an agreement with LESSOR, prior to the exercise of the option, on the rent for the additional term.

If LESSEE fails to exercise their option for an additional term at any time during the six-year option period, LESSEE shall not be entitled to exercise any further successive options for additional terms under this Lease. Under no circumstances shall the Lease continue beyond October 15, 1999.

3. RENT

(A) The total rent for the original term (the calendar year of 1994) under this Lease is Four Thousand Dollars (\$4,000.00). LESSEE agrees to pay LESSOR said amount in three (3) installments, as follows: One Thousand Four Hundred Dollars (\$1,400.00) on May 15, 1994; One Thousand Three Hundred Dollars (\$1,300.00) on July 1, 1994; and One Thousand Three Hundred Dollars (\$1,300.00) on August 1, 1994. All such payments will be paid by LESSEE, accepted by LESSOR, and are not refundable.

Further, in consideration for this Lease, LESSEE shall provide a Fifty Percent (50%) discount to all members of the Beachcomber Inn Vacation Membership Association on the rental rates of any equipment offered to the general public by LESSEE, at the Premises, or at LESSEE's principal place of business. In addition, LESSEE shall allow members of the Beachcomber Inn Vacation Membership Association free parking of their boat trailers on LESSEE's property located at 3131 Harrison Avenue, South Lake Tahoe, California, commonly known as "Lakeview Sports", during their weekly stay.

Rent for all subsequent terms under this Lease shall be negotiated annually between LESSOR and LESSEE as provided by Paragraph 2 above.

(B) LESSEE acknowledges that the COMMISSION, under the lease between the COMMISSION and LESSOR (herein referred to as the "Master Lease"), shall require from LESSOR additional rent, herein referred to as "State Income Rent", representing a percentage of the gross income generated by the LESSEE under this Lease. LESSEE shall indemnify and hold harmless LESSOR from State Income Rent. LESSEE acknowledges that the COMMISSION requires that State Income Rent be paid in the form of a minimum deposit and may require subsequent payments (if the percentage of the gross income exceeds the minimum deposit).

State Income Rent shall be paid by LESSEE to LESSOR as follows:

(i) the minimum deposit, as determined by the COMMISSION, of State Income Rent shall be paid no later than November 30th for each year under this Lease;

(ii) the balance shall be due monthly during the months LESSEE operates their business activities under this Lease, payable with the monthly rent due LESSOR.

Since the State Income Rent is based upon the gross income of LESSEE generated by business activities under this Lease, LESSEE shall provide on a monthly basis, during the period LESSEE operates under this Lease, a gross income statement in a form acceptable to the COMMISSION. Further, LESSEE shall cooperate with the COMMISSION in all respects in regard to income reporting.

(C) Further, LESSEE shall pay all State Income Rent due for any and all prior leases between LESSOR and LESSEE for the subject premises as may be demanded by the COMMISSION.

(D) Additionally, in the event any other governmental entity seeks to allocate to LESSOR any additional charges and/or rent arising from LESSEE's use of the Premises, then LESSEE shall pay such additional charges and/or rent and hold LESSOR harmless thereof.

4. USE OF PREMISES

The Premises are leased to be used as a rental and storage location for skeeter boats, jet skis, sailboats, powerboats, windsurfers, and watertoys during the hours of 9:00 AM to 6:00 PM. LESSEE agrees to restrict his use to such purposes, and not to use or permit the use of the Premises for any other purpose without first obtaining the consent in writing of LESSOR and the State Lands COMMISSION. LESSEE acknowledges and agrees that LESSEE's use of the Premises is non-exclusive and is to be shared concurrently with the members of the Beachcomber Inn Vacation Membership Association;

however, the portion of the Premises used by LESSEE shall be exclusive to LESSEE for commercial uses.

LESSEE further acknowledges that the concurrent use of the Premises by members of the Beachcomber Inn Vacation Membership Association may result in some interference and disturbance of LESSEE's quiet enjoyment of the Premises, or in some loss of business thereof. LESSEE shall not hold LESSOR, any member of the Beachcomber Inn Vacation Membership Association, or any other third party liable for any damages arising from said interference or disturbance. Additionally, LESSEE's activities shall not encroach or infringe upon the surrounding public beaches.

5. NO USE THAT INCREASES INSURANCE RISK

LESSEE shall not use the Premises in any manner, even for the purposes for which the Premises are leased, that will increase risks covered by insurance on the Property where the Premises are located, so as to increase the rate of insurance on the Property or to cause cancellation of any insurance policy insuring LESSOR regarding the Property. LESSEE further agrees not to keep on the Premises, or permit to be kept, used, or sold thereon, anything prohibited by the policy of fire insurance covering the Property or the Premises. LESSEE shall comply, at his own expense, with all requirements of insurers necessary to keep in force the fire and public liability insurance covering the Premises and the Property.

6. NO WASTE, NUISANCE, OR UNLAWFUL USE

LESSEE shall not commit, or allow to be committed, any waste on the Premises; create or allow any nuisance to exist on the Premises; or use or allow the Premises to be used for any unlawful purpose. Further, LESSEE shall be solely responsible, and at LESSEE's sole expense, for obtaining all

local governmental permits allowing the uses described in Paragraph 4 above.

7. DELAY IN DELIVERING POSSESSION

This Lease shall not be rendered void or voidable by LESSOR's inability to deliver possession to LESSEE at the beginning of the lease term; nor shall such inability to deliver render LESSOR liable to LESSEE for loss or damage suffered thereby. If LESSOR cannot deliver the premises at such time, the rent for the period between the beginning of the term and the time when LESSOR can deliver possession will be deducted from the total rent of the Lease. No extension of the Lease shall result from a delay in delivering possession.

8. PAYMENT OF UTILITIES

LESSEE shall pay for all utilities furnished at the Premises for the term of the Lease, if any.

9. REPAIRS AND MAINTENANCE

LESSEE, at his expense, shall maintain and keep the Premises in good repair and keep the Premises clean and free of debris. LESSEE expressly waives any and all rights to make repairs at LESSOR's expense under Section 1942 of the Civil Code, and all rights provided for by Section 1941 of the Civil Code. In addition, LESSEE, at LESSEE's sole expense, and as further consideration for this Lease, shall repair and maintain as necessary the fence on the east side of the Property next to the City of South Lake Tahoe dock.

10. CONDITION OF PREMISES

LESSEE has acknowledged that he has personally inspected the Premises and accepts said Premises "as is", in its current condition, and with all defects,

if any.

LESSEE shall surrender the Premises to LESSOR at the end of the lease term in the same condition as when he took possession, except as to the improvements made by LESSEE pursuant to Paragraph 9 above.

LESSEE has the right to use the storage area on the Premises, approximately 425 square feet in area, during the term of this Lease.

11. DESTRUCTION OF PREMISES

If the Premises are partially or fully destroyed, not as the result of LESSEE's actions, this Lease shall terminate and rent for the period from the date of the destruction to the end of the term shall be deducted from the total rent.

12. LESSOR'S ENTRY FOR INSPECTION AND MAINTENANCE

LESSOR reserves the right to enter the Premises at reasonable times to inspect it, and to perform, at LESSOR's sole option, required maintenance and repair to the Property. LESSOR may, in connection with such repairs, erect scaffolding, fences, and similar structures; post relevant notices; and place moveable equipment without any obligation to reduce LESSEE's rent for the Premises during such period, and without incurring liability to LESSEE for disturbance of the quiet enjoyment of the Premises, or loss of occupation thereof.

13. SIGNS, AWNINGS, MARQUEES, ETC.

LESSEE will not construct or place, or permit to be constructed or placed, signs, awnings, marquees, or other structures projecting from the exterior of the Premises without obtaining LESSOR's written consent thereto and any necessary permits from local governments. LESSEE further agrees to remove signs, displays, advertisements, or decorations he has

placed or permitted to be placed on the Premises which, in LESSOR's opinion, are offensive or otherwise objectionable. If LESSEE fails to remove such signs, displays, advertisements, or decorations within two days of receiving written notice from LESSOR to remove the same, LESSOR reserves the right to enter the Premises and remove them at LESSEE's expense.

14. NONLIABILITY OF LESSOR FOR DAMAGES; INDEMNITY

LESSOR and COMMISSION shall not be liable for liability or damage claims for injury to persons, including LESSEE and his agents or employees, or for property damage from any cause, related to LESSEE's occupancy of the Premises, including, without limitation, those claims arising out of damages or losses occurring on sidewalks and other areas adjacent to the leased Premises and in boat accidents, during the term of this Lease or any extension thereof.

15. LESSEE TO CARRY LIABILITY INSURANCE
AND WORKERS' COMPENSATION

LESSEE shall procure and maintain in force during the term of this Lease and any extension thereof, at his expense, a broad form comprehensive coverage policy of public liability insurance issued by any insurance company acceptable to LESSOR and insuring LESSOR against loss or liability caused by or connected with LESSEE's occupation and use of the Premises under this Lease, in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit using the Comprehensive Liability Form. LESSOR and COMMISSION shall be named as additional insureds under said policies.

Additionally, LESSEE shall procure and maintain in force during the term of this Lease, at his expense, a Workers' Compensation policy for all employees that assist LESSEE in LESSEE's business operation on the Premises.

The policies shall be delivered to LESSOR for safekeeping. LESSEE agrees to obtain a written obligation from the insurers to notify LESSOR in writing at least Twenty (20) days prior to cancellation or refusal to renew any such policies. LESSEE agrees that if such insurance policies are not kept in force during the entire term of this Lease and any extension thereof, LESSOR may procure the necessary insurance and pay the premium thereof, and that such premium shall be repaid to LESSOR as an additional rent installment for the month following the date on which such premiums are paid.

16. LESSEE'S ASSIGNMENT, SUBLEASE, OR LICENSE
FOR OCCUPATION BY OTHER PERSONS

LESSEE agrees not to assign or sublease this Lease for the Premises, any part thereof, or any right or privilege connected therewith, or to allow any other person, except LESSEE's agents and employees, to occupy the Premises or any part thereof, without first obtaining LESSOR's and COMMISSION's written consent.

17. LESSEE TO PAY LESSOR'S ATTORNEYS' FEES

If LESSOR files an action to enforce any covenant of this Lease, or for breach of any covenant herein, LESSEE agrees to pay LESSOR reasonable attorneys' fees for the services of LESSOR's attorney in the action; such fees are to be fixed by the court.

18. MANNER OF GIVING NOTICE

Notices given pursuant to the provisions of this Lease, or necessary to carry out its provisions, shall be in writing and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid, addressed to such person. LESSOR's address for this purpose shall be

Peachcomber Inn Vacation Membership Association; Post Office Box 15160; South Lake Tahoe, California 96151; or such other address as he may designate to LESSEE in writing. LESSEE's address for this purpose shall be Ron Williams, Lakeview Sports; Post Office Box 601028; South Lake Tahoe, California 96152; or such other address as he may designate to LESSOR in writing.

19. EFFECT OF LESSOR'S WAIVER

LESSOR's waiver of breach of one covenant or condition of this Lease is not a waiver of the covenant waived. LESSOR's acceptance of rent installments after breach is not a waiver of the breach, except of breach of the covenant to pay such rent installment(s) accepted.

20. LEASE APPLICABLE TO SUCCESSORS

This Lease and the covenants and conditions hereof apply to and are binding on the heirs, successors, legal representatives, and assigns of the parties.

21. COMPLIANCE WITH LAWS

All of LESSEE's activities in regard to this Lease and the permitted uses thereunder shall be conducted in full compliance with all local, regional, state, and federal laws, ordinances, and regulations.

In application for the foregoing, LESSEE shall not violate any provision and shall comply with all applicable provisions of the Master Lease and any amendment(s) thereto. LESSEE acknowledges receipt of a copy of the Master Lease.

22. DISCLOSURE OF DOCK REPAIR

LESSEE has acknowledged that LESSOR is planning to reconstruct the existing wooden dock some time beginning in 1994. LESSEE agrees that such dock replacement will not represent an unreasonable interference with LESSEE's quiet possession of the Premises. Further, if any business interruption occurs to LESSEE's operation under this Lease, LESSEE agrees not to pursue such loss against LESSOR, its agents, employees, independent contractors, or any other party that could be charged, but rather to assume said loss with no recourse.

23. TIME OF ESSENCE

Time is of the essence in this Lease.

CONTINUED ON PAGE 12


24. COMMISSION CONSENT

This Lease is subject to approval of the COMMISSION, and shall have no force and effect until such approval is obtained as evidenced by the COMMISSION's execution of this Lease as set forth below.

EXECUTED AT SOUTH LAKE TAHOE, CALIFORNIA, ON
_____, 1994.

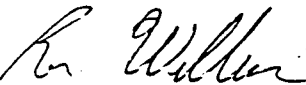
"LESSOR"

BEACHCOMBER INN VACATION MEMBERSHIP ASSOCIATION,
A California Nonprofit Mutual Benefit Corporation

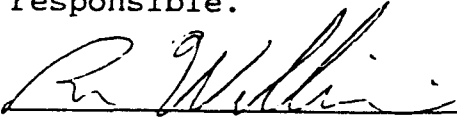

By: DAVID STEELE
Its: President

"LESSEE"

WILLIAMS SPORTS RENTAL, INC.,
dba LAKEVIEW SPORTS


By: Ron Williams
Its: President

I, RON WILLIAMS, personally, in my individual capacity, hereby guarantee all obligations, performances, and duties of the LESSEE Corporation, Williams Sports Rental, Inc., dba Lakeview Sports, under this Lease to the same extent as if I was personally the lessee hereunder. Furthermore, I agree to be personally responsible, in addition to said corporation, for all liabilities, claims, actions and demands that may arise under this Lease in which said corporation could be held responsible.


RON WILLIAMS, Individually

COMMISSION CONSENT

The State Lands Commission of the State of California hereby consents to this Lease between the Beachcomber Inn Vacation Membership Association, A California Nonprofit Mutual Benefit Corporation, and Williams Sports Rental, Inc., dba Lakeview Sports.

STATE LANDS COMMISSION

By: _____
Its: _____

DATE: _____