



CITY OF  
**BIG BEAR LAKE** *California*

CITY COUNCIL  
REGULAR MEETING AGENDA  
OCTOBER 4, 2021

Meeting Time - 6:00 p.m.

Meeting Location - Hofert Hall, 39707 Big Bear Boulevard, Big Bear Lake, CA 92315

Mayor Herrick will be participating in this meeting remotely from Casa Dorada, Av, del Pescador S/N, El Medano Ejidal, El Medano, PH Cardon, 23410 Cabo San Lucas, B.C.S., Mexico.

Councilmember Lee will be participating in this meeting remotely from 1751 Hotel Plaza Blvd, Lake Buena Vista, FL 32830

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**COUNCILMEMBERS**

**MAYOR RICK HERRICK  
MAYOR PRO TEM RANDALL PUTZ  
COUNCILMEMBER ALAN LEE  
COUNCILMEMBER PERRI MELNICK  
COUNCILMEMBER BYNETTE MOTE**

**CITY STAFF**

**CITY MANAGER FRANK A. RUSH, JR.  
CITY ATTORNEY STEPHEN DEITSCH  
CITY CLERK ERICA STEPHENSON**

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**Please Note:**

**Agenda items may be moved at the discretion of the City Council.**

**Target times for each item are indicated in RED, and are provided as an approximate time only. The actual time of consideration will deviate depending on the pace of the meeting, and at the discretion of the Presiding Officer.**

**OPEN SESSION 6:00 pm**

*Please Note: Agenda items may be moved at the discretion of the City Council.*

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

Invocation will be led by Liz Harris, Former Mayor and City Councilmember.

**ROLL CALL**



**PRESENTATIONS 6:05 pm**

- Presentation of a Proclamation to Doves in Recognition of Domestic Violence Awareness Month.
- Presentation of a Proclamation Recognizing October 10 – 16 as Code Enforcement Officer Week.
- Presentation of a Proclamation Recognizing October as Community Planning Month.
- Presentation of a Proclamation Expressing Appreciation for All City Employees for Their Commitment and Service Throughout COVID-19.
- Presentation of a 20-year Employee Service Award to Harry Takenaka, Street Maintenance Worker II.
- Introduction of New City Employees:
  - James Massengill, Code Compliance Officer I – Tourism Management Department
  - George Harrison, Facilities/Parks Maintenance Worker – Public Services Department
  - Roger Palmer, Facilities/Parks Maintenance Worker – Public Services Department

**PUBLIC COMMUNICATIONS**

*Public comment is permitted at this time only on consent calendar items and other matters not listed on the posted agenda that are within the subject matter jurisdiction of the City. Please note that State law prohibits the City Council from taking any action on items not listed on the agenda. There is a three-minute maximum time limit when addressing Council during this time period. The time limit is subject to adjustment at the discretion of the Presiding Officer. Speakers are limited to their individual maximum time limit and other members of the public cannot cede their speaking time to another person. Public comment on items listed on the posted agenda (public hearing & discussion/action items) will be taken at the time each item is called for discussion.*

**1. CONSENT CALENDAR 6:20 pm**

- 1.1 APPROVAL OF DEMANDS – CHECK ISSUE DATE 09/09/2021 THROUGH 09/21/2021 IN THE AMOUNT OF \$909, 246.12 AND THE AUGUST 2021 TREASURER’S REPORT**
- 1.2 APPROVAL OF MEETING MINUTES FROM THE SEPTEMBER 20, 2021 REGULAR MEETING OF CITY COUNCIL**
- 1.3 ORDINANCE AMENDING TITLE 1, CHAPTER 1.17 – ADMINISTRATIVE CITATIONS AND HEARINGS, TITLE 3, CHAPTER 3.20 – TRANSIENT OCCUPANCY TAX AND TITLE 5, CHAPTER 5.02 – BUSINESS LICENSES TO PROVIDE ADDITIONAL CLARIFICATION AND ENSURE CONSISTENCY WITH THE NEW VACATION RENTAL ORDINANCE**

City Council will consider adoption of an ordinance amending three sections of the Big Bear Lake Municipal Code. The proposed ordinance amendment is presented to provide additional clarification and ensure consistency with the new vacation rental ordinance that was approved by City Council on August 16, 2021. The new vacation rental ordinance is codified in Title 4, however, several other related ordinance provisions are included in Title 1, Title 3, and Title 5. The proposed revisions to Chapter 1.17 would modify the administrative citations section to allow email delivery, extend the time to file an appeal, reduce the required appeal deposit, and incorporate other minor adjustments. The proposed revisions to Chapter 3.20 clarify that



vacation rentals are subject to the collection and remittance of transient occupancy tax (TOT) and tourism business improvement district (TBID) assessments, designate the City Manager to consider appeals, authorize payment plans for up to one year, and incorporate other minor adjustments. The proposed revisions to Chapter 5.02 would eliminate the requirement for the owners of self-managed vacation rentals to obtain a City business license, which is now incorporated into the annual vacation rental license and fee (\$550), and clarify the transferability of business licenses. City Council introduced the ordinance, conducted first reading, and waived further reading at the September 20, 2021 regular meeting.

**1.4 RESOLUTION EXTENDING DECKARD TECHNOLOGIES PROFESSIONAL SERVICES AGREEMENT**

City Council will consider a formal resolution to extend the City's professional services agreement with Deckard Technologies, San Diego, CA for vacation rental monitoring software. The City has utilized the *Rentalscape* software provided by Deckard to identify illegal vacation rentals and monitor other vacation rental issues since March 2, 2021, and that contract has expired. The proposed resolution authorizes a 1-year extension through October 5, 2022 at an annual cost of \$80,000. Sufficient funds are included in the FY 2021-22 adopted budget for the Tourism Management Department. This expense is fully supported by vacation rental license fee revenues.

**1.5 RESOLUTION AUTHORIZING SUBMITTAL OF A CLAIM FOR GRANT FUNDS FROM THE 2017 TRANSPORTATION DEVELOPMENT ACT (TDA) ARTICLE 3 PROGRAM FOR THE NEW MOUNTAIN TRANSIT BUS STOP**

City Council will consider a formal resolution authorizing submittal of a grant reimbursement claim to the San Bernardino County Transportation Authority (SBCTA) for the new Mountain Transit bus stop located in front of the Stater Brothers grocery store on Big Bear Boulevard. In 2017, the City was awarded \$87,000 from the SBCTA Article 3 Transit Stop Access Program for the new bus stop, which has been constructed by Mountain Transit, in partnership with the City. The City would submit the claim in the amount of \$87,000, and these funds would then be remitted to Mountain Transit for bus stop project costs.

**1.6 RESOLUTION AUTHORIZING PURCHASE AND INSTALLATION OF BACKUP GENERATOR FOR SEWER LIFT STATION NO. 12 AND FINDING THE PROJECT EXEMPT FROM CEQA**

City Council will consider a formal resolution authorizing the purchase of a replacement backup generator from Bay Cities Electric Works, Poway, CA, in the amount of \$36,548, and approving an agreement with Big Bear Electric, Big Bear City, CA, in an amount not to exceed \$29,183 for the installation. The sewer lift stations are critical infrastructure to ensure continuous and safe operation of the City's sanitary sewer system, and are equipped with backup electrical generators. The existing backup generator at Lift Station No. 12, located along Cove Drive, no longer functions and is in need of replacement. Sufficient funds for the replacement generator are included in the FY 2021-22 adopted budget and 5-Year Capital Replacement / Improvement Plan. The project is categorically exempt from the California Environmental Quality Act.

**ITEMS REMOVED FROM THE CONSENT CALENDAR**

**2. PUBLIC HEARING**

*Any person may appear and be heard in support or in opposition to the proposal at the time of the hearing. If you challenge the action in court or an administrative proceeding, you may be limited to raising only those issues which*



*you or someone else raised at the public hearing described in the notice, or in written correspondence delivered to the City at or before the public hearing.*

## **2.1 2022 CITY COUNCIL REDISTRICTING 6:30 p.m.**

City Council will conduct a public hearing, receive an overview, and formally begin the City's upcoming redistricting process. All California public agencies that hold elections by district must ensure that their district boundaries are mapped according to the latest U.S. Census results. Decennial redistricting is required in an effort to balance the City's population within the 5 Council districts and ensure proper consideration for communities of interest. This will be the first of four required public hearings scheduled to allow for Council and community engagement, discussion, and legally-compliant district development.

## **3. DISCUSSION/ACTION ITEMS**

### **3.1 2021-22 WINTER TRAFFIC MANAGEMENT, PARKING, AND ENFORCEMENT PLANS 7:15 pm**

City Council will receive an overview of the Big Bear Mountain Resorts (BBMR) winter Traffic Management Plan, which has been designed by BBMR, the City, the Sheriff's Department, and consultants to optimize traffic flow during the peak winter season. The plan is similar to last year's plan, and includes the use of traffic control signage, BBMR staff, and Sheriff's Department staff to efficiently route traffic visiting Snow Summit and Bear Mountain. The City is also working with map application companies to implement the display of residential street closures on popular map applications, in an effort to deter visitor traffic from utilizing residential neighborhoods. In addition, the City will deploy additional Sheriff's Department staff to popular snow play locations (Boulder Bay Park, Tulip Lane near Aspen Glen, The Village and Cherry Lane, and the Stanfield area) to enforce parking restrictions and prevent illegal snow play activities at these locations.

#### **3.1A RESOLUTION AUTHORIZING A TRAFFIC MANAGEMENT AND PARKING AGREEMENT WITH BIG BEAR MOUNTAIN RESORTS**

City Council will consider a resolution authorizing a formal Traffic Management and Parking Agreement with Big Bear Mountain Resorts. The agreement is similar to last year's agreement, and allows BBMR to engage in traffic control in several areas near the ski resorts and remote parking lots, in partnership with the City and the Sheriff's Department.

#### **3.1B RESOLUTION AUTHORIZING AN AGREEMENT WITH BIG BEAR MOUNTAIN RESORTS TO REIMBURSE THE CITY FOR TRAFFIC MANAGEMENT SERVICES PROVIDED BY THE SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT**

City Council will consider a resolution authorizing full reimbursement of actual traffic management costs incurred by the City via its contract with the San Bernardino County Sheriff, estimated at approximately \$150,000 annually. All Sheriff's Department costs associated with winter traffic management near Snow Summit and Bear Mountain are funded 100% by BBMR.

### **3.2 ORDINANCE AMENDING MUNICIPAL CODE TITLE 9 – PUBLIC PEACE, MORALS AND WELFARE – TO CLARIFY THE CITY'S NOISE ORDINANCE 7:45 p.m.**





City Council will consider reading the title, waiving further reading, and introducing an ordinance amending Title 9 of the Municipal Code to clarify the City's noise ordinance. The proposed ordinance would apply to permanent homes, second homes, and businesses, and would generally prohibit noise disturbance in residential areas between 7 pm and 7 am, with limited exceptions. More stringent requirements are already in place for vacation rentals, and prohibit amplified music audible at the property line 24 hours per day.

**3.3 ORDINANCE AMENDING MUNICIPAL CODE TITLE 1 – GENERAL PROVISIONS – TO AUTHORIZE RECOVERY OF ATTORNEY FEES IN ACTIONS TO ENFORCE THE MUNICIPAL CODE 8:00 p.m.**

City Council will consider reading the title, waiving further reading, and introducing an ordinance adding new section 1.08.010 to the Municipal Code to authorize the prevailing party in any judicial action, administrative proceeding, or special proceeding to abate a municipal code violation to recover reasonable attorney fees. The proposed ordinance amendment will be helpful in resolving public nuisance, vacation rental, transient occupancy tax, and other code violations, and places the cost burden on the offending party.

**3.4 RESOLUTION ADOPTING THE CITY COUNCIL'S 2022 MEETING CALENDAR 8:15 p.m.**

City Council will consider a formal resolution to adopt the 2022 meeting calendar. The proposed 2022 meeting calendar includes regular City Council meetings on the first and third Monday of each month, except when there are conflicts with holidays. In 2022, meetings would not be held on the third Monday of January (Martin Luther King, Jr. Day), the third Monday of February (President's Day), the first Monday of July (Independence Day), the first Monday of September (Labor Day), the third Monday of November (Thanksgiving week), or the third Monday of December (Christmas week). In addition, the second meeting held during the months of March, April, May, June, August, and October would be specifically reserved for focused Council discussion on significant issues and initiatives, including, but not limited to the City's overall mission and vision, the annual budget and capital plan, comprehensive planning efforts, annual review of the vacation rental ordinance, Council appointments, joint meetings with the Planning Commission and/or DWP Board, and other significant and timely topics. Additional special Council meetings and workshops would be scheduled as needed or desired.


**4. COMMENTS, ANNOUNCEMENTS & ADDITIONAL CITY BUSINESS 8:30 p.m.**

**4.1 CITY CLERK, CITY ATTORNEY, CITY MANAGER COMMENTS**

**4.2 COUNCILMEMBER BOARD/COMMITTEE REPORTS & COMMENTS**

**ADJOURNMENT**

I hereby certify under penalty of perjury, under the laws of the State of California, that the foregoing agenda was posted in accordance with the applicable legal requirements. Dated this 30<sup>th</sup> day of September 2021.

  
Erica Stephenson, City Clerk

*The City of Big Bear Lake wishes to make all of its public meetings accessible to the public. If you need special assistance to participate in this meeting, please contact the City Clerk's Office at (909) 866-5831. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.*



City of Big Bear Lake

Checks Issued 09/09/2021 through 09/21/2021

Check#	Vendor/Employee	Date	Amount
82457	City of Big Bear Lake Dept of Water & Power	09/09/2021	4,969.05
82459	Bad Bear Sportswear	09/09/2021	198.26
82460	Big Bear Disposal Inc	09/09/2021	182,280.51
82461	Bear Valley Electric	09/09/2021	8,400.66
82462	Bear Valley Printing Inc	09/09/2021	389.85
82463	Cintas Corporation	09/09/2021	513.22
82464	Frontier Communications	09/09/2021	1,315.83
82465	The Grizzly	09/09/2021	1,000.91
82466	Randy Spitz	09/09/2021	55.50
82467	Mountain Water Co	09/09/2021	96.00
82468	Procore Technologies, Inc.	09/09/2021	9,219.00
82470	S Porter Inc	09/09/2021	56,332.23
82471	Vulcan Materials Company Inc.	09/09/2021	1,117.24
82472	Wincan LLC	09/09/2021	2,280.00
82473	California State Highway Patrol	09/16/2021	3,727.71
82474	San Bernardino County Fire Department	09/16/2021	5,044.06
82475	San Bernardino County Sheriff's Dept	09/16/2021	407,680.00
82476	Mountain Area Regional Transit Authority	09/16/2021	87,000.00
82477	All Protection Alarm	09/16/2021	1,708.01
82478	Big Bear Disposal Inc	09/16/2021	101.01
82479	Butchers Blocks & Building Materials	09/16/2021	278.54
82480	Bear Valley Electric	09/16/2021	5,130.75
82481	Charter Communications Holdings, LLC	09/16/2021	2,189.00
82482	Cintas Corporation	09/16/2021	469.79
82483	Lumber City Corp.	09/16/2021	195.97
82484	Red Hat Properties - Big Bear LP	09/16/2021	614.00
82485	Frontier Communications	09/16/2021	1,542.54
82486	Hinderliter de Lamas & Assoc Inc.	09/16/2021	1,331.46
82487	Intelesys One, Inc.	09/16/2021	12,379.96
82488	Matich Corporation	09/16/2021	106,168.47
82489	Michael Marcotte	09/16/2021	902.50
82491	Orkin Inc.	09/16/2021	164.00
82493	Parkhouse Tire, Inc.	09/16/2021	597.30
82494	Rochester Midland Corporation	09/16/2021	629.98
82497	Staples Business Credit	09/16/2021	769.41
ACH	AccuSource, Inc.	09/09/2021	813.40
ACH	Jack Greenberg	09/09/2021	1,640.00
			<u>909,246.12</u>



**City of Big Bear Lake**  
**Expenditure By Department**  
**Checks Issued 09/09/2021 through 09/21/2021**

<b>Check#</b>	<b>Vendor/Employee</b>	<b>Transaction</b>	<b>Amount</b>
<b>City Clerk / Public Information 4130</b>			
82465	The Grizzly	Legal Notices	09/09/2021 897.50
82487	Intelesys One, Inc.	Public Records Discovery Service	09/16/2021 366.08
82497	Staples Business Credit	Office Supplies	09/16/2021 98.04
			<b>City Clerk/ Public Information Total <u>1,361.62</u></b>
<b>Finance 4140</b>			
82486	Hinderliter de Lamas & Assoc Inc.	Sales Tax Consulting & Auditing Services	09/16/2021 1,331.46
			<b>Financial Services Total <u>1,331.46</u></b>
<b>Human Resources / Payroll / Risk Management 4150</b>			
82465	The Grizzly	Recruitment Advertising	09/09/2021 103.41
82497	Staples Business Credit	Office Supplies	09/16/2021 68.94
ACH	AccuSource, Inc.	Recruitment Expense	09/09/2021 813.40
			<b>Human Resources Total <u>985.75</u></b>
<b>Traffic Safety 4230</b>			
82480	Bear Valley Electric	Electricity Usage	09/16/2021 555.86
			<b>PW: Traffic Safety Total <u>555.86</u></b>
<b>Law Enforcement 4250</b>			
82475	San Bernardino County Sheriff's Dept	Monthly Sheriff Contract	09/16/2021 407,680.00
			<b>Law Enforcement Total <u>407,680.00</u></b>
<b>Street Maintenance 4320</b>			
82462	Bear Valley Printing Inc	Traffic Signs	09/09/2021 389.85
82463	Cintas Corporation	First Aid Supplies	09/09/2021 197.70
82481	Charter Communications Holdings, LLC	Cable Service	09/16/2021 63.55
82482	Cintas Corporation	First Aid Supplies	09/16/2021 117.45
82483	Lumber City Corp.	Materials/Supplies	09/16/2021 168.84
82484	Red Hat Properties - Big Bear LP	Storage Rental Spaces	09/16/2021 614.00
82494	Rochester Midland Corporation	Janitorial Supplies	09/16/2021 157.50
			<b>PW: Street Maintenance Total <u>1,708.89</u></b>
<b>Vehicle Maintenance 4325</b>			
82457	City of Big Bear Lake Dept of Water & Power	Water Usage	09/09/2021 113.55
82480	Bear Valley Electric	Electricity Usage	09/16/2021 58.41
82493	Parkhouse Tire, Inc.	Tires	09/16/2021 597.30
			<b>PW: Vehicle Maintenance Total <u>769.26</u></b>



**City of Big Bear Lake**  
**Expenditure By Department**  
**Checks Issued 09/09/2021 through 09/21/2021**

<b>Check#</b>	<b>Vendor/Employee</b>	<b>Transaction</b>	<b>Amount</b>
<b>Street Lighting 4330</b>			
82461	Bear Valley Electric	Electricity Usage	09/09/2021 7,665.16
82480	Bear Valley Electric	Electricity Usage	09/16/2021 398.48
			<b>PW: Street Lighting Total <u>8,063.64</u></b>
<b>Parking Lots / Chamber Building 4335</b>			
82457	City of Big Bear Lake Dept of Water & Power	Water Usage	09/09/2021 574.05
82479	Butchers Blocks & Building Materials	Materials/Supplies	09/16/2021 97.94
82480	Bear Valley Electric	Electricity Usage	09/16/2021 440.85
82494	Rochester Midland Corporation	Janitorial Supplies	09/16/2021 157.50
			<b>PW: Parking Lots/Chamber Total <u>1,270.34</u></b>
<b>Tourism Registration / Administration 4414</b>			
82473	California State Highway Patrol	Traffic Control - Tour De Big Bear	09/16/2021 3,727.71
			<b>Tourism Registration / Administration Total <u>3,727.71</u></b>
<b>Tourism &amp; Municipal Code Compliance 4415</b>			
82459	Bad Bear Sportswear	Employee Uniforms	09/09/2021 198.26
ACH	Jack Greenberg	Code Compliance/Tourism Management Support	09/09/2021 1,640.00
			<b>Tourism &amp; Municipal Code Compliance Total <u>1,838.26</u></b>
<b>City Parks 4625</b>			
82457	City of Big Bear Lake Dept of Water & Power	Water Usage	09/09/2021 2,472.40
82477	All Protection Alarm	Alarm Monitoring	09/16/2021 74.25
82480	Bear Valley Electric	Electricity Usage	09/16/2021 326.89
82494	Rochester Midland Corporation	Janitorial Supplies	09/16/2021 157.49
			<b>PW: City Parks Total <u>3,031.03</u></b>
<b>General Government 4800</b>			
82463	Cintas Corporation	First Aid Supplies	09/09/2021 117.82
82464	Frontier Communications	Telephone Service	09/09/2021 1,315.83
82466	Randy Spitz	Meeting Supplies	09/09/2021 55.50
82467	Mountain Water Co	Water Dispensers/Water	09/09/2021 96.00
82477	All Protection Alarm	Alarm Monitoring	09/16/2021 618.21
82481	Charter Communications Holdings, LLC	Internet and Cable Services	09/16/2021 2,020.47
82485	Frontier Communications	Telephone Service	09/16/2021 883.37
82497	Staples Business Credit	Office Supplies	09/16/2021 602.43
			<b>General Government Total <u>5,709.63</u></b>



**City of Big Bear Lake**  
**Expenditure By Department**  
**Checks Issued 09/09/2021 through 09/21/2021**

<b>Check#</b>	<b>Vendor/Employee</b>	<b>Transaction</b>	<b>Amount</b>
<b>Information Technology</b>			
<b>4810</b>			
82468	Procure Technologies, Inc.	Project Management Software Subscription	09/09/2021 9,219.00
82487	Intelesys One, Inc.	IT Services/License Fees	09/16/2021 12,013.88
			<b>Technology Services Total</b> <u><u>21,232.88</u></u>
<b>Civic Center</b>			
<b>4820</b>			
82457	City of Big Bear Lake Dept of Water & Power	Water Usage	09/09/2021 521.45
82477	All Protection Alarm	Alarm Monitoring	09/16/2021 754.25
82479	Butchers Blocks & Building Materials	Materials/Supplies	09/16/2021 57.08
82480	Bear Valley Electric	Electricity Usage	09/16/2021 25.54
82481	Charter Communications Holdings, LLC	Security Camera Internet Service	09/16/2021 104.98
82482	Cintas Corporation	First Aid Supplies	09/16/2021 352.34
82483	Lumber City Corp.	Materials/Supplies	09/16/2021 27.13
82489	Michael Marcotte	HVAC Service	09/16/2021 902.50
82491	Orkin Inc.	Pest Control	09/16/2021 164.00
82494	Rochester Midland Corporation	Janitorial Supplies	09/16/2021 157.49
			<b>Civic Center Total</b> <u><u>3,066.76</u></u>
<b>PAC Operations &amp; Maintenance</b>			
<b>4821</b>			
82477	All Protection Alarm	Alarm Monitoring	09/16/2021 261.30
82479	Butchers Blocks & Building Materials	Materials/Supplies	09/16/2021 123.52
			<b>PAC Operations &amp; Maintenance Total</b> <u><u>384.82</u></u>
<b>Sanitation</b>			
<b>250</b>			
82457	City of Big Bear Lake Dept of Water & Power	Water Usage	09/09/2021 47.80
82461	Bear Valley Electric	Electricity Usage	09/09/2021 735.50
82463	Cintas Corporation	First Aid Supplies	09/09/2021 197.70
82472	Wincan LLC	Annual Software Support	09/09/2021 2,280.00
82480	Bear Valley Electric	Electricity Usage	09/16/2021 2,610.20
82485	Frontier Communications	Telephone Service	09/16/2021 659.17
			<b>Sanitation Total</b> <u><u>6,530.37</u></u>
<b>Local Transportation</b>			
<b>290</b>			
82476	Mountain Area Regional Transit Authority	Mountain Transit Bus Stop Grant Passthrough	09/16/2021 87,000.00
			<b>Local Transportation Total</b> <u><u>87,000.00</u></u>



**City of Big Bear Lake**  
**Expenditure By Department**  
**Checks Issued 09/09/2021 through 09/21/2021**

Check#	Vendor/Employee	Transaction	Amount
<b>Village Streetscape Maintenance</b>		<b>291</b>	
82457	City of Big Bear Lake Dept of Water & Power	Water Usage	09/09/2021 1,239.80
82460	Big Bear Disposal Inc	Disposal Containers	09/09/2021 1,574.80
82480	Bear Valley Electric	Electricity Usage	09/16/2021 714.52
<b>Village Streetscape Total</b>			<b><u>3,529.12</u></b>
<b>Capital Projects</b>		<b>321</b>	
82470	S Porter Inc	Release Retention - Stanfield Cutoff Connectivity Project	09/09/2021 56,332.23
<b>Capital Projects Total</b>			<b><u>56,332.23</u></b>
<b>Street Improvement Projects</b>		<b>350</b>	
82471	Vulcan Materials Company Inc.	Materials/Supplies	09/09/2021 1,117.24
82488	Matich Corporation	FY2021-22 Street Rehabilitation Project	09/16/2021 106,168.47
<b>Capital Projects/ Street Improvements Total</b>			<b><u>107,285.71</u></b>
<b>Refuse</b>		<b>550</b>	
82460	Big Bear Disposal Inc	Residential Curb/Bin Service	09/09/2021 180,705.71
82474	San Bernardino County Fire Department	Quarterly Hazardous Waste Removal	09/16/2021 5,044.06
82478	Big Bear Disposal Inc	Restroom Rentals	09/16/2021 101.01
<b>Refuse Total</b>			<b><u>185,850.78</u></b>
<b>Grand Total</b>			<b><u>909,246.12</u></b>





**CITY OF BIG BEAR LAKE  
TREASURER'S REPORT  
August 31, 2021**

**DISTRIBUTION OF TREASURY CASH**

	<u>Rate</u>	<u>Amount</u>	<u>% of Total</u>
Demand Account - Union Bank		\$ 1,035,974	4.84%
Imprest Cash - Union Bank Payroll		\$ 5,000	0.02%
Imprest Cash		\$ 1,525	0.01%
Dental Self Insured Checking		\$ 150,557	0.70%
Local Agency Investment Fund (LAIF)	0.221%	\$ 20,232,839	94.43%
<b>Total Cash In Treasury:</b>		<b>\$ 21,425,895</b>	<b>100.00%</b>

**INVESTMENT ACTIVITY**

	<u>Days</u>	<u>Deposits</u>	<u>Withdrawals</u>
LAIF Average Life (Days) of Portfolio	291		
LAIF Transactions		\$0	\$0
Interest Received for Fiscal Year 2021-22		\$0	

- The aforementioned investments conform to the City's investment policy. (Res. 2021-61)
- Cash is sufficient to meet needs of the next 6 months.
- Interest earned on invested cash is accrued on a quarterly basis.

**DISTRIBUTION OF CASH BY FUND**

	<u>August 2021</u>	<u>July 2021</u>	<u>Change</u>
General	\$ 13,681,555	\$ 13,236,551	\$ 445,004
Sanitation	\$ 4,931,074	\$ 5,093,839	\$ (162,765)
Capital Improvement	\$ 871,434	\$ 1,557,318	\$ (685,884)
Refuse	\$ 617,915	\$ 863,094	\$ (245,179)
Trust	\$ 892,680	\$ 559,391	\$ 333,289
Successor Agency	\$ 147,708	\$ 147,708	\$ -
AB 3229 Supp Law Enforce	\$ 283,529	\$ 283,529	\$ -
<b>Total Cash in Treasury:</b>	<b>\$ 21,425,895</b>	<b>\$ 21,741,430</b>	<b>\$ (315,535)</b>

**CASH WITH FISCAL AGENT - RESERVE FUNDS**

	<u>Cost Basis</u>	<u>Market Value</u>	<u>Current Yield</u>
<b>2005 Revenue Refunding Bonds</b>			
Big Bear Lake Reserve Fund	\$ 578,588	\$ 578,588	0.01%
Moonridge Reserve Fund	\$ 79,280	\$ 79,280	0.01%
<b>1999 IA Tax Allocation Bonds</b>	\$ 289,289	\$ 289,289	0.01%

Pursuant to California Government Code 53647 all local government agencies are required to report the current market value of investments under management by an outside party. The reserve funds for the aforementioned bond issues are held and managed by the City's Trustee, Union Bank.



# CITY OF **BIG BEAR LAKE** *California*

## Regular Meeting Minutes – September 20, 2021

A Regular Meeting of the City Council of the City of Big Bear Lake was called to order by Mayor Herrick at 5:00 p.m., Monday, September 20, 2021, at the Civic Center, 39707 Big Bear Boulevard, Big Bear Lake, California.

**PUBLIC FORUM FOR CLOSED SESSION:** None.

At the hour of 5:00 p.m., Council adjourned to Closed Session.

At the hour of 6:04 p.m., Mayor Herrick called Open Session to order.

**OPEN SESSION**

Flag Salute: Flag Salute led by Councilmember Mote

Councilmembers Present: Mayor Rick Herrick  
Mayor Pro Tem Randall Putz  
Councilmember Alan Lee  
Councilmember Perri Melnick  
Councilmember Bynette Mote

Others Present: Frank A. Rush, Jr., City Manager  
Erica Stephenson, City Clerk  
Stephen P. Deitsch, City Attorney

**RESULTS OF CLOSED SESSION**

1. **CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION** pursuant to Government Code Section 54956.9(d)(1)

Name of Case: *Laszloffy v. City of Big Bear Lake, et al.*  
Court & Case No: San Bernardino Superior Court, Case No. CIVSB2119128

No Reportable Action.

2. **CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION** pursuant to Government Code Section 54956.9(d)(1) and (d)(2)

Name of Case: *Big Bear Lake Together v. City of Big Bear Lake, et al.*  
Court & Case No: San Bernardino Superior Court, Case No. XXXXXXXX

No Reportable Action.

**PRESENTATIONS**

- Introduction of New City Employees:
  - Kurt Inmon, Code Compliance Officer I – Community Development Department
  - Ivan Navarro-Pina, Facilities/Parks Maintenance Worker – Public Services Department

- Taylor McNeice, Facilities/Parks Maintenance Worker – Public Services Department

## **PUBLIC COMMUNICATIONS**

Marta Grunsky, Big Bear Lake resident, expressed concerns with the “Friends and Family” list that vacation rental property owners can submit to the City, questioned the fines that the City has levied on non-licensed vacation rental properties and Code Compliance Officers’ vacation rental citation practices/procedures; requested that the City Council establish and meet regularly with a citizens advisory group that would represent those residents who have ongoing issues with vacation rentals and various other concerns.

Kimberlee Kidd, Big Bear Lake resident, inquired about how a citizen can request an item be placed on a City Council meeting agenda.

Jim Eakin, Big Bear City resident, suggested that Council adopt a noise ordinance that greater specifies the acceptable noise levels by decibels.

## **1. CONSENT CALENDAR**

Motion made by Councilmember Mote, seconded by Councilmember Melnick, to approve the Consent Calendar as follows:

### **1.1 APPROVAL OF DEMANDS – CHECK ISSUE DATE 08/05/2021 THROUGH 09/08/2021 IN THE AMOUNT OF \$1,753,615.91 AND THE JULY 2021 TREASURER’S REPORT**

Approved.

### **1.2 APPROVAL OF MEETING MINUTES FROM THE AUGUST 9, 2021 SPECIAL MEETING OF CITY COUNCIL**

Approved.

### **1.3 APPROVAL OF MEETING MINUTES FROM THE AUGUST 16, 2021 REGULAR MEETING OF CITY COUNCIL**

Approved.

### **1.4 RESOLUTION AMENDING THE TABLE OF AUTHORIZED POSITIONS**

City Council will consider a formal resolution to adjust the authorized positions in the Administrative Services Department. The proposed resolution changes the title of the authorized Finance Manager position to Administrative Services Manager, at the same salary range, and authorizes a new Administrative Services Manager job description. The proposed resolution also transfers an authorized Administrative Analyst position from the City Clerk / Human Resources Department to the Administrative Services Department, in an effort to enhance internal financial controls and better balance supervisory and other tasks among the two departments.

Approved and adopted the following resolution entitled:

**RESOLUTION NO. 2021-103**

**RESOLUTION AMENDING THE TABLE OF  
AUTHORIZED POSITIONS**

**1.5 RESOLUTION AUTHORIZING AN AMENDMENT TO THE ECONOMIC DEVELOPMENT ADVISORY COMMITTEE (EDAC) MEMBERSHIP**

City Council will consider a formal resolution to replace Resolution 2021-19 and allow for 2 additional at-large members to serve on the Economic Development Advisory Committee, for a total of 9 committee members. The resolution also includes the designation of 2 alternate members. In addition, the attached staff report includes suggested focus areas for the Economic Development Advisory Committee to guide the committee's efforts. The suggested focus areas include Big Bear Boulevard, the Moonridge Corridor, Boulder Bay, and the KMart shopping plaza.

This item was pulled by Councilmember Lee for further discussion.

**1.6 RESOLUTION DECLARING CALIFORNIA CLEAN AIR DAY IN THE CITY OF BIG BEAR LAKE**

City Council will consider a formal resolution declaring California Clean Air Day in the City of Big Bear Lake. This action is proposed in an effort to encourage all City of Big Bear Lake residents, businesses, employees, and community members to participate in Clean Air Day and help clear the air for all Californians. The resolution is intended to remind community members that individual actions such as not idling vehicles, walking or biking to work and school, carpooling, and conserving energy can directly improve air quality in our region.

Approved and adopted the following resolution:

**RESOLUTION NO. 2021-104**

**RESOLUTION DECLARING CALIFORNIA CLEAN AIR DAY IN  
THE CITY OF BIG BEAR LAKE**

**1.7 RESOLUTION AUTHORIZING THE ESTABLISHMENT OF SEASONAL NO PARKING ZONES ON CERTAIN CITY STREETS**

City Council will consider a formal resolution to establish no parking zones along Breckenridge Road, Winter Park Drive, Killington Way, Vail Lane, and Snowmass Drive between November 1 and May 1, between the hours of 7 am and 5 pm. These streets would be added to the list of City streets with parking restrictions, as outlined in various ordinances and resolutions over the years. The proposed streets are located in close proximity to the Brownie Lane parking area utilized by Big Bear Mountain Resorts, and the proposed new no parking zones are intended to deter visitor parking in this neighborhood.

This item was pulled by Councilmember Lee for further discussion.

**1.8 RESOLUTION AUTHORIZING THE GRANTING OF DRAINAGE EASEMENTS ASSOCIATED WITH STATE ROUTE 18 IMPROVEMENTS TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION**

City Council will consider a formal resolution authorizing the granting of three requested easements to the California Department of Transportation (Caltrans) for a drainage improvement project planned along State Route 18 (Big Bear Boulevard). Caltrans is seeking one temporary construction easement (located along Big Bear Boulevard on City Hall property near Iris Drive) and two permanent drainage easements (one located along Big Bear Boulevard at Boulder Bay Park and one located along Big Bear Boulevard on City property located east of Stanfield Cutoff) from the City, none of which will impact any existing or anticipated future uses at these locations. Caltrans will compensate the City for all three easements, with amounts determined by formal appraisals, and estimated at approximately \$10,000 total.

Approved and adopted the following resolution entitled:

**RESOLUTION NO. 2021-105**

**RESOLUTION AUTHORIZING THE GRANTING OF DRAINAGE  
EASEMENTS ASSOCIATED WITH STATE ROUTE 18  
IMPROVEMENTS TO THE CALIFORNIA DEPARTMENT OF  
TRANSPORTATION**

**1.9 ORDINANCE ADDING A NEW CHAPTER 2.56 TO TITLE 2 OF THE BIG BEAR LAKE  
MUNICIPAL CODE RELATING TO REVIEW AND APPROVAL OF PLANS AND  
SPECIFICATION FOR PUBLIC WORKS PROJECTS**

City Council will consider adoption of an ordinance amending Title 2 of the Municipal Code to provide design immunity for City public works projects in the future. The proposed ordinance is recommended by the City Attorney, and would provide liability protections for the City by formally authorizing City staff, or their designees, to review and approve engineering plans for public improvements. City Council introduced the ordinance, conducted first reading, and waived further reading at the August 16, 2021 regular meeting.

Approved and adopted the following ordinance entitled:

**ORDINANCE NO. 2021-496**

**ORDINANCE ADDING A NEW CHAPTER 2.56 TO TITLE 2  
OF THE BIG BEAR LAKE MUNICIPAL CODE RELATING  
TO REVIEW AND APPROVAL OF PLANS AND  
SPECIFICATIONS FOR PUBLIC WORKS PROJECTS**

**1.10 RESOLUTION AUTHORIZING AN EMERGENCY STORM WATER PIPE  
REPLACEMENT ON SAND CANYON ROAD**

City Council will consider a formal resolution authorizing a \$34,000 contract with Romans Construction, Big Bear Lake, CA, for the emergency repair of an existing storm water pipe on Sand Canyon Road. The pipe failure was recently discovered after a significant rainfall event, and the City Manager authorized the emergency repair in the interest of public safety and construction efficiency. (This segment of Sand Canyon Road is being resurfaced as part of this year's street rehabilitation program.) Sufficient funds for the emergency repair are available in the adopted FY 2021-22 City budget for street rehabilitation. City Council is asked to retroactively approve the emergency repair.

Approved and adopted the following resolution entitled:

**RESOLUTION NO. 2021-106**

**RESOLUTION AUTHORIZING AN EMERGENCY STORM WATER  
PIPE REPLACEMENT ON SAND CANYON ROAD**

**1.11 RESOLUTION AUTHORIZING A FEE CREDIT ON THE VACATION RENTAL LICENSE  
FEE FOR THE INSTALLATION OF A NOISE MONITORING DEVICE**

City Council will consider a formal resolution authorizing a one-time \$150 fee credit on the annual vacation rental license fee if the vacation rental licensee installs an approved noise monitoring device. This incentive program would reduce the annual vacation rental license fee from \$550 to \$400 for one year, and is intended to cover 100% of the cost of the device installation cost. The proposed fee credit is intended to incentivize better noise monitoring by vacation rental owners and managers, and help to prevent noise complaints.

This item was pulled by Councilmember Lee for further discussion.

**1.12 RESOLUTION SUPPORTING PROPOSED LEAGUE OF CALIFORNIA CITIES BY-LAWS  
AMENDMENTS**

City Council will consider a formal resolution expressing the City of Big Bear Lake's support for proposed by-laws amendments that will be considered by the League of California Cities (CalCities) General Assembly at the annual conference on September 24. The proposed resolution would authorize the City's voting delegate(s) to cast a vote in favor of the proposed by-laws amendments, which include adjustments to the composition of the CalCities Board of Directors, the adoption of the "CalCities" moniker for the League of California Cities, and other technical corrections.

Approved and adopted the following resolution entitled:

**RESOLUTION NO. 2021-107**

**RESOLUTION SUPPORTING PROPOSED LEAGUE OF  
CALIFORNIA CITIES BY-LAWS AMENDMENTS**

**1.13 RESOLUTION SUPPORTING PROPOSED LEAGUE OF CALIFORNIA CITIES  
RESOLUTION SEEKING LEGISLATION THAT PROVIDES FOR A FAIR AND  
EQUITABLE DISTRIBUTION OF THE BRADLEY BURNS 1% LOCAL SALES TAX  
FROM IN-STATE ONLINE PURCHASES**

City Council will consider a formal resolution expressing the City of Big Bear Lake's support for a proposed League of California Cities (CalCities) resolution seeking State legislation regarding the allocation of local sales tax derived from in-state online purchases. The proposed resolution would authorize the City's voting delegate(s) to cast a vote in favor of a proposed CalCities resolution initiated by the City of Rancho Cucamonga at the CalCities annual conference on September 23. The proposed CalCities / Rancho Cucamonga resolution calls for legislation that distributes local sales tax derived from in-state online purchases based on the location that products are shipped to, as opposed to solely assigning local sales tax to the municipality in which the fulfillment center is located. The proposed CalCities / Rancho Cucamonga resolution recognizes the need for all municipalities to share in this local sales tax revenue, while also recognizing the impacts that these



fulfillment centers have on the host municipality, and seeks a legislative solution that will provide a fair and equitable distribution for all cities.

Approved and adopted the following resolution entitled:

**RESOLUTION NO. 2021-108**

**RESOLUTION SUPPORTING PROPOSED LEAGUE OF CALIFORNIA CITIES RESOLUTION SEEKING LEGISLATION THAT PROVIDES FOR A FAIR AND EQUITABLE DISTRIBUTION OF THE BRADLEY BURNS 1% LOCAL SALES TAX FROM IN-STATE ONLINE PURCHASES**

**1.14 RESOLUTION AMENDING CITY COUNCIL RULES OF ORDER TO ADD MEETING INVOCATION**

The City Council will consider a formal resolution amending the City Council Rules of Order to specifically note that each regular meeting agenda will include a formal invocation at the beginning of the meeting. The proposed amendment indicates that the invocation will be provided by a local religious leader, and includes guidelines for the invocation content.

This item was pulled by Councilmember Lee for further discussion.

**Successor Agency**

**1.15 2020 COMPLIANCE REPORT – MOUNTAIN MEADOWS SENIOR HOUSING COMPLEX**

The Successor Agency will receive and file the 2020 Compliance Report for the Mountain Meadows Senior Housing Complex. The report includes required information regarding the occupancy, income levels, and other activities associated with the housing development. No formal action is necessary.

This item was pulled by Councilmember Lee for further discussion.

The balance of the consent calendar was approved by the following vote:

AYES: Mote, Lee, Putz, Melnick, Herrick  
NOES: None  
ABSTAIN: None  
EXCUSED: None

**ITEMS PULLED FROM THE CONSENT CALENDAR**

**1.5 RESOLUTION AUTHORIZING AN AMENDMENT TO THE ECONOMIC DEVELOPMENT ADVISORY COMMITTEE (EDAC) MEMBERSHIP**

City Council will consider a formal resolution to replace Resolution 2021-19 and allow for 2 additional at-large members to serve on the Economic Development Advisory Committee, for a total of 9 committee members. The resolution also includes the designation of 2 alternate members. In addition, the attached staff report includes suggested focus areas for the Economic Development

Advisory Committee to guide the committee's efforts. The suggested focus areas include Big Bear Boulevard, the Moonridge Corridor, Boulder Bay, and the KMart shopping plaza.

This item was pulled by Councilmember Lee for further discussion; asked why only 14 applicants were interviewed when 25 applications were received; expressed his concerns with the appointments and indicated that several applicants had expressed their concerns with him as well; questioned the intent of expanding the committee membership; inquired as to who created the four priorities of the committee that were noted in the staff report; indicated that Council and the committee members should develop the priorities of the committee; and questioned the City's & committee's use of a retail consultant.

Kimberlee Kidd, Big Bear Lake resident, recommended that the Economic Development Advisory Committee conduct extensive outreach to all full-time citizens to better understand the wants and needs of the community's residents versus focusing on tourists serving amenities.

Following Council discussion, a motion was made by Councilmember Mote, seconded by Councilmember Melnick, to approve staff's recommendation and adopt the following resolution:

**RESOLUTION NO. 2021-109**

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE ECONOMIC DEVELOPMENT ADVISORY COMMITTEE (EDAC) MEMBERSHIP**

Said motion was approved by the following vote:

AYES:	Melnick, Putz, Mote, Lee, Herrick
NOES:	None
ABSTAIN:	None
ABSENT:	None

**1.7 RESOLUTION AUTHORIZING THE ESTABLISHMENT OF SEASONAL NO PARKING ZONES ON CERTAIN CITY STREETS**

City Council will consider a formal resolution to establish no parking zones along Breckenridge Road, Winter Park Drive, Killington Way, Vail Lane, and Snowmass Drive between November 1 and May 1, between the hours of 7 am and 5 pm. These streets would be added to the list of City streets with parking restrictions, as outlined in various ordinances and resolutions over the years. The proposed streets are located in close proximity to the Brownie Lane parking area utilized by Big Bear Mountain Resorts, and the proposed new no parking zones are intended to deter visitor parking in this neighborhood.

This item was pulled by Councilmember Lee for further discussion; asked if staff received any input from the residents who were provided notices regarding the new no-parking zones; indicated that he would like to review all the positive and negative feedback provided to the City from local residents and wanted to know what citizen had initially requested the establishment of these no parking zones.

Following discussion, a motion was made by Councilmember Lee, seconded by Mayor Pro Tem Putz, to approve staff's recommendation and adopt the following resolution entitled:

**RESOLUTION NO. 2021-110**

**RESOLUTION AUTHORIZING THE ESTABLISHMENT OF SEASONAL  
NO PARKING ZONES ON CERTAIN CITY STREETS**

Said motion was approved by the following vote:

AYES: Lee, Putz, Melnick, Mote, Herrick  
NOES: None  
ABSTAIN: None  
ABSENT: None

**1.11 RESOLUTION AUTHORIZING A FEE CREDIT ON THE VACATION RENTAL LICENSE  
FEE FOR THE INSTALLATION OF A NOISE MONITORING DEVICE**

City Council will consider a formal resolution authorizing a one-time \$150 fee credit on the annual vacation rental license fee if the vacation rental licensee installs an approved noise monitoring device. This incentive program would reduce the annual vacation rental license fee from \$550 to \$400 for one year, and is intended to cover 100% of the cost of the device installation cost. The proposed fee credit is intended to incentivize better noise monitoring by vacation rental owners and managers, and help to prevent noise complaints.

This item was pulled by Councilmember Lee for further discussion; asked for additional information from staff so he can better appreciate and understand the proposal.

Larry Vaupel, Director of Tourism Management, gave a brief presentation of the proposed fee credit and answered a variety of questions.

Following discussion, a motion was made by Mayor Pro Tem Putz, seconded by Councilmember Mote, to approve staff's recommendation and adopt the following resolution entitled:

**RESOLUTION NO. 2021-111**

**RESOLUTION AUTHORIZING A FEE CREDIT ON THE  
VACATION RENTAL LICENSE FEE FOR THE INSTALLATION  
OF A NOISE MONITORING DEVICE**

Said motion was approved by the following vote:

AYES: Putz, Melnick, Lee, Mote, Herrick  
NOES: None  
ABSTAIN: None  
ABSENT: None

**1.14 RESOLUTION AMENDING CITY COUNCIL RULES OF ORDER TO ADD MEETING  
INVOCATION**

The City Council will consider a formal resolution amending the City Council Rules of Order to specifically note that each regular meeting agenda will include a formal invocation at the beginning of the meeting. The proposed amendment indicates that the invocation will be provided by a local religious leader, and includes guidelines for the invocation content.

This item was pulled by Councilmember Lee for further discussion; indicated his beliefs that invocations are a critical part of Council meetings and expressed his appreciation that his proposal to formally memorialize the inclusion of meeting invocations in the Council's Rules of Order is being considered tonight.

Councilmember Melnick stated she wants to ensure that future invocations are inclusive of all faiths.

Motion made by Councilmember Lee, seconded by Councilmember Melnick to approve and adopt the following resolution entitled:

**RESOLUTION NO. 2021-XX**

**RESOLUTION AMENDING CITY COUNCIL RULES OF ORDER  
TO ADD MEETING INVOCATION**

Councilmember Mote suggested that we forego invocations at 1/3 of Council meetings in an effort to fairly represent community members that may be agnostic or atheist.

Councilmember Putz indicated that invocations do not have to have a religious connotation and when staff's attempts to schedule a religious leader are occasionally unsuccessful, he suggested that a few invocations can be delivered by non-religious speakers providing a positive message of good will.

A substitute motion was made by Councilmember Mote, seconded by Mayor Pro Tem Putz, to approve the resolution with the following revision: strike the wording of religious leader and allow the invocation to be delivered by a local community member who wishes to do so.

Following further discussion, City Clerk Erica Stephenson took a roll call on the substitute motion; said motion failed by the following vote:

AYES: Mote  
NOES: Lee, Putz, Melnick, Herrick  
ABSTAIN: None  
ABSENT: None

A second substitute motion was made by Councilmember Melnick, seconded by Mayor Pro Tem Putz, to approve the resolution with the addition of the verbiage " or other leader" included to both sections of the second paragraph thereby adopting the following resolution entitled:

**RESOLUTION NO. 2021-112**

**RESOLUTION AMENDING CITY COUNCIL RULES OF ORDER  
TO ADD MEETING INVOCATION**

.

Said motion was approved by the following vote:

AYES: Putz, Lee, Melnick, Herrick  
NOES: Mote  
ABSTAIN: None  
ABSENT: None

### **1.15 2020 COMPLIANCE REPORT – MOUNTAIN MEADOWS SENIOR HOUSING COMPLEX**

The Successor Agency will receive and file the 2020 Compliance Report for the Mountain Meadows Senior Housing Complex. The report includes required information regarding the occupancy, income levels, and other activities associated with the housing development. No formal action is necessary.

This item was pulled by Councilmember Lee for further discussion.

Motion made by Councilmember Lee, seconded by Mayor Herrick, to pull this item off the Agenda and schedule this item to be included in a future meeting of the Big Bear Lake Successor Agency so that the submitted Compliance Report can be further discussed and reviewed.

Said motion was approved by the following vote:

AYES: Lee, Melnick, Putz, Mote, Herrick  
NOES: None  
ABSTAIN: None  
ABSENT: None

At the hour of 7:46 p.m., Mayor Herrick called a short recess.

At the hour of 7:51 p.m., Mayor Herrick reconvened the meeting.

## **2. DISCUSSION/ACTION ITEMS**

### **2.1 RESOLUTION AUTHORIZING CITY PARTICIPATION IN PARTNERSHIP TO OFFER ENHANCED PUBLIC TRANSIT SERVICE**

City Council will consider a formal resolution authorizing the City's participation in a partnership with Mountain Transit, the Big Bear Airport Authority, Big Bear Mountain Resorts, San Bernardino County, and Visit Big Bear to offer enhanced public transit service in the Big Bear Valley. The proposed new service would operate approximately 15 hours per day, every day, and would include stops every 30 minutes. The service would be provided with trolley buses in the City limits (and traditional buses in other areas of the Big Bear Valley), and would be free for everyone to ride. The proposed resolution authorizes a City contribution in the amount of \$100,000 annually for 2 years, and the City's contribution will be complemented by significant Federal funding and contributions from the other partners. The new service would be offered as a pilot project for the first 2 years, after which the ridership and effectiveness of the project would re-evaluated. If approved, the new service could be operational as soon as October 31.

Mayor Herrick indicated that he had discussed this item with City Attorney Stephen Dietsch and it was determined the Mayor did not have a conflict of interest related to this item, Stephen Dietsch then assured Council and the public that the Mayor does not have a conflict of interest with respect to this item due to the exception to the source of income regulation under the Political Reform Act and receipt of governmental funds.

City Manager Frank A. Rush, Jr., briefly introduced the proposed local transit initiative and invited Sandy Benson, Mountain Transit General Manager, to make the presentation; Sandy Benson discussed the details of the proposed two year pilot project including enhancements to the public transit service and its' mission to provide expanded service and free transportation to Big Bear Valley residents.

Following Council discussion, a motion was made by Mayor Pro Tem Putz, seconded by Councilmember Mote, to approve staff's recommendation and adopt the following resolution entitled:

**RESOLUTION NO. 2021-113**

**RESOLUTION AUTHORIZING CITY PARTICIPATION IN  
PARTNERSHIP TO OFFER ENHANCED PUBLIC TRANSIT SERVICE**

Said motion was approved by the following vote:

AYES: Mote, Lee, Putz, Melnick, Herrick  
NOES: None  
ABSTAIN: None  
ABSENT: None

**2.2 RESOLUTION AUTHORIZING MWD PARKING LOT AND BOARDWALK ACQUISITION**

City Council will consider a formal resolution authorizing the City Manager to execute necessary documents to acquire the existing Municipal Water District (MWD) parking area, pedestrian boardwalks, and an additional sliver of land located east of the intersection of Big Bear Boulevard and Stanfield Cutoff. Under the proposed agreement, the City would take ownership of and responsibility for the maintenance and future improvement of these facilities, and MWD would also provide a one-time payment of \$500,000 toward future boardwalk deck and railing improvements. The acquisition of these facilities is part of the City's overall plans to extend a new asphalt bicycle and pedestrian trail from Stanfield Cutoff to Division Drive, and the newly acquired facilities would be linked to an additional City-owned property to eventually create a new City park at this location. In the short-term, the City would also pave the existing unimproved parking lot to make it available for public use on a year-round basis and also install a new public restroom facility.

Sean Sullivan, Director of Public Services, presented the item and outlined the background of the proposed property acquisition between the Municipal Water District and the City and the City's suggested future plans if Council approves the acquisition of these assets.

Council and staff engaged in a discussion regarding this acquisition and asked a variety of questions.

Following Council discussion, a motion was made by Councilmember Mote, seconded by Councilmember Melnick, to approve staff's recommendation and adopt the following resolution entitled:

**RESOLUTION NO. 2021-114**

**RESOLUTION AUTHORIZING MWD PARKING LOT AND  
BOARDWALK ACQUISITION**

Said motion was approved by the following vote:

AYES: Melnick, Mote, Lee, Putz, Herrick  
NOES: None  
ABSTAIN: None  
ABSENT: None



## **2.3 DISCUSSION – INITIATION OF COMMUNITY COMPREHENSIVE PLANNING PROCESS**

City Council will engage in discussion regarding the initiation of a new community comprehensive planning process to determine the community’s vision for the City of Big Bear Lake in the future. City staff will review a potential strategy for such an effort, which would be led by a qualified consultant and include a robust and inclusive community engagement effort. The initial planning effort would determine the overall community vision, and would serve as the starting point for formal updates to the City’s General Plan, which has not been updated in more than 20 years. With our community somewhat conflicted on our identity and future, this comprehensive planning effort is intended to develop community consensus and enable the City to proceed in accordance with our community’s vision.

Susan O’Strander, Director of Community Development, outlined the purpose and need for the community visioning and planning process and briefly reviewed the financial aspect and prospective timeline of the General Plan update.

Following Council discussion, Mayor Herrick suggested that this item be brought back for consideration at a future Council meeting conducted in a workshop format.

Motion made by Councilmember Melnick, seconded by Councilmember Mote, to schedule a workshop meeting in which the initiation of the community comprehensive planning process has time to be discussed in detail.

Said motion was approved by the following vote:

AYES: Lee, Putz, Melnick, Mote, Herrick  
NOES: None  
ABSTAIN: None  
ABSENT: None

## **2.4 2021-22 SNOW REMOVAL PLANS**

### **2.4A CITY WINTER SNOW REMOVAL OPERATIONS PLAN**

City staff will brief City Council and the community on the City’s snow removal plans for the upcoming winter season. The City’s snow removal plans include the use of City crews (with City-owned and leased equipment), snow removal contractors, Big Bear Mountain Resorts, and Caltrans, with the City divided into 11 zones. City staff also provide berm reduction services for driveways impacted by City snow removal operations.

Mayor Herrick indicated that he has a potential conflict of interest and will recuse himself from Agenda Item 2.4B (Resolution Approving Snow Removal Agreement with Big Bear Mountain Resorts); requested that the order of the resolutions be modified and that Item 2.4B be considered last and re-titled Item number 2.4D and change the Item number of the other two proposed resolutions accordingly. Council agreed to modify the order of the posted agenda and considered the Resolution Approving Snow Removal Agreements with Big Bear Mountain Resorts after the other related items.

Sean Sullivan, Director of Public Services, gave an overview on the City’s winter operations including snow removal preparations, the City’s Berm Reduction Program, snow plowing

districts, and the equipment rentals and on-call contractors needed to successfully remove snow and ice in a timely manner; answered a myriad of Council's questions.

**2.4B RESOLUTION AUTHORIZING AGREEMENTS FOR ON-CALL SNOW REMOVAL SERVICES**

City Council will consider a formal resolution authorizing the execution of on-call snow removal agreements with four local snow removal contractors at specified equipment / crew rates for the winter 2020-21 season. The total estimated value of these contracts is approximately \$200,000, and sufficient funds are included in the FY 2021-22 City budget.

Following Council discussion, a motion was made by Mayor Pro Tem Putz, seconded by Councilmember Melnick, to approve staff's recommendation and adopt the following resolution:

**RESOLUTION NO. 2021-115**

**RESOLUTION AUTHORIZING AGREEMENTS FOR ON-CALL SNOW REMOVAL SERVICES**

Said motion was approved by the following vote:

AYES: Putz, Lee, Melnick, Mote, Herrick  
NOES: None  
ABSTAIN: None  
ABSENT: None

**2.4C RESOLUTION AUTHORIZING EXECUTION OF SNOW PLOW EQUIPMENT RENTAL AGREEMENTS**

City Council will consider a formal resolution authorizing rental agreements with United Rentals, Perris, CA, and Volvo Construction Equipment and Services, Corona, CA, at specified monthly rates for the winter 2021-22 season. The total combined value of these contracts is approximately \$285,000, and sufficient funds are included in the FY 2021-22 City Budget.

A motion was made by Councilmember Melnick, seconded by Councilmember Mote, to approve staff's recommendation and adopt the following resolution:

**RESOLUTION NO. 2021-116**

**RESOLUTION AUTHORIZING EXECUTION OF SNOW PLOW EQUIPMENT RENTAL AGREEMENTS**

Said motion was approved by the following vote:

AYES: Melnick, Putz, Lee, Mote, Herrick  
NOES: None  
ABSTAIN: None  
ABSENT: None

**2.4D RESOLUTION APPROVING SNOW REMOVAL AGREEMENT WITH BIG BEAR MOUNTAIN RESORTS**

City Council will consider a resolution approving a formal agreement with BBMR for snow removal on Summit Boulevard and nearby streets. This agreement is similar to previous years, and also assigns street maintenance responsibility for Summit Boulevard to BBMR.

At the hour of 9:35 p.m., Mayor Herrick recused himself due to a potential conflict of interest; Mayor Pro Tem Putz presided over this item’s discussion.

A motion was made by Councilmember Mote, seconded by Councilmember Melnick, to approve staff’s recommendation and adopt the following resolution entitled:

**RESOLUTION NO. 2021-117**

**RESOLUTION APPROVING SNOW REMOVAL AGREEMENT WITH BIG BEAR MOUNTAIN RESORTS**

Said motion was approved by the following vote:

AYES:	Lee, Mote, Melnick, Putz
NOES:	None
ABSTAIN:	Herrick
ABSENT:	None

Mayor Herrick returned to the meeting at 9:37 p.m.

**2.5 ORDINANCE AMENDING TITLE 1, CHAPTER 1.17 – ADMINISTRATIVE CITATIONS AND HEARINGS, TITLE 3, CHAPTER 3.20 – TRANSIENT OCCUPANCY TAX AND TITLE 5, CHAPTER 5.02 – BUSINESS LICENSES TO PROVIDE ADDITIONAL CLARIFICATION AND ENSURE CONSISTENCY WITH THE NEW VACATION RENTAL ORDINANCE**

City Council will consider reading the title, waiving further reading, and introducing an ordinance amending three sections of the Big Bear Lake Municipal Code. The proposed ordinance amendment is presented to provide additional clarification and ensure consistency with the new vacation rental ordinance that was approved by City Council on August 16, 2021. The new vacation rental ordinance is codified in Title 4, however, several other related ordinance provisions are included in Title 1, Title 3, and Title 5. The proposed revisions to Chapter 1.17 would modify the administrative citations section to allow email delivery, extend the time to file an appeal, reduce the required appeal deposit, and incorporate other minor adjustments. The proposed revisions to Chapter 3.20 clarify that vacation rentals are subject to the collection and remittance of transient occupancy tax (TOT) and tourism business improvement district (TBID) assessments, designate the City Manager to consider appeals, authorize payment plans for up to one year, and incorporate other minor adjustments. The proposed revisions to Chapter 5.02 would eliminate the requirement for the owners of self-managed vacation rentals to obtain a City business license, which is now incorporated into the annual vacation rental license and fee (\$550), and clarify the transferability of business licenses.

Larry Vaupel, Director of Tourism Management, presented the proposed ordinance and reviewed the suggested municipal code updates; answered Council’s questions.

Susan O’Strander, Director of Community Development, answered Council’s questions regarding the transfer of business licenses.

Mayor Herrick noted the time and made a motion to extend the meeting for an additional fifteen minutes. Councilmember Melnick seconded the motion.

Said motion was approved by the following vote:

AYES: Putz, Mote, Lee, Melnick, Herrick  
NOES: None  
ABSTAIN: None  
ABSENT: None

Following Council discussion, a motion was made by Councilmember Lee, seconded by Councilmember Melnick, to approved staff’s recommendations to read the title, waive further reading, and introduce an ordinance entitled:

**ORDINANCE AMENDING TITLE 1, CHAPTER 1.17 – ADMINISTRATIVE  
CITATIONS AND HEARINGS, TITLE 3, CHAPTER 3.20 – TRANSIENT  
OCCUPANCY TAX AND TITLE 5, CHAPTER 5.02 – BUSINESS LICENSES TO  
PROVIDE ADDITIONAL CLARIFICATION AND ENSURE CONSISTENCY  
WITH THE NEW VACATION RENTAL ORDINANCE**

Said motion was approved by the following vote:

AYES: Mote, Lee, Putz, Melnick, Herrick  
NOES: None  
ABSTAIN: None  
ABSENT: None

**2.6 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CITY MANAGER’S  
EMPLOYMENT AGREEMENT**

City Council will consider a formal resolution authorizing an amendment to the City Manager’s Employment Agreement. As called for in the Employment Agreement, City Council conducted an evaluation of the City Manager’s performance at the August 16 Regular Meeting and discussed a potential salary adjustment. The City Manager received a favorable performance evaluation on August 16. The proposed amendment increases the City Manager’s annual salary by 3.25%, retroactive to July 1, 2021, and increases the amount of the City-provided life insurance policy to \$250,000.

Pursuant to the Ralph M. Brown Act, in particular, Government Code Sec. 54953 (c)(3) Stephen Deitsch, City Attorney, provided a comprehensive oral report of the proposed amendment to the City Manager’s Employment Agreement detailing the salary increase and additional life insurance benefit.

Councilmember Lee indicated his intent to be supportive of the proposed amendment but expressed his concerns with the overall percentage of salary increases during the City Manager’s eighteen months of City employment and highlighted a few of the City Manager’s benefits compared to City staff.

Mayor Herrick noted the time and made a motion to extend the meeting for an additional three minutes. Councilmember Melnick seconded the motion.

Said motion was approved by the following vote:

AYES: Mote, Lee, Putz, Melnick, Herrick  
NOES: None  
ABSTAIN: None  
ABSENT: None

A motion was made by Mayor Pro Tem Putz, seconded by Councilmember Melnick, to approve and adopt the following resolution entitled:

**RESOLUTION NO. 2021-118**

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE CITY  
MANAGER’S EMPLOYMENT AGREEMENT**

Said motion was approved by the following vote:

AYES: Melnick, Putz, Mote, Lee, Herrick  
NOES: None  
ABSTAIN: None  
ABSENT: None

**3. COMMENTS, ANNOUNCEMENTS & ADDITIONAL CITY BUSINESS**

**3.1 CITY CLERK, CITY ATTORNEY & CITY MANAGER COMMENTS**

Frank A. Rush, Jr., City Manager, elaborated on his written City Manager report in respect to the Solid Waste Advisory Committee, the Halloween in the Village event and the Annual Tree Lighting Ceremony.

**3.2 COUNCILMEMBER BOARD/COMMITTEE REPORTS & COMMENTS**

The meeting was adjourned prior to this portion of the Agenda, therefore, there were not any Councilmember Board/Committee Reports & Comments to include in this section of the minutes.

**ADJOURNMENT**

There being no further business to come before the Council at this Open Session, Mayor Herrick adjourned the meeting at 10:18 p.m. in memory of Linda Hafen, the victims of September 11 who died during the attacks and those who died after the attacks of ailments related to their toxic exposure.



# CITY OF **BIG BEAR LAKE** *California*

**MEETING DATE:** October 4, 2021

**TO:** Honorable Mayor Herrick and Members of the City Council

**FROM:** Frank A. Rush, Jr., City Manager

**SUBJECT:** City Manager Comments – Item 1.3

**ORDINANCE AMENDING TITLE 1, CHAPTER 1.17 – ADMINISTRATIVE  
CITATIONS AND HEARINGS, TITLE 3, CHAPTER 3.20 – TRANSIENT  
OCCUPANCY TAX, AND TITLE 5, CHAPTER 5.02 – BUSINESS LICENSES – TO  
PROVIDE ADDITIONAL CLARIFICATION AND ENSURE CONSISTENCY WITH  
THE NEW VACATION RENTAL ORDINANCE**

**ACTION TO BE CONSIDERED**

City Council will consider adoption of an ordinance amending three sections of the Big Bear Lake Municipal Code. The proposed ordinance amendment is presented to provide additional clarification and ensure consistency with the new vacation rental ordinance that was approved by City Council on August 16, 2021. The new vacation rental ordinance is codified in Title 4, however, several other related ordinance provisions are included in Title 1, Title 3, and Title 5. The proposed revisions to Chapter 1.17 would modify the administrative citations section to allow email delivery, extend the time to file an appeal, reduce the required appeal deposit, and incorporate other minor adjustments. The proposed revisions to Chapter 3.20 clarify that vacation rentals are subject to the collection and remittance of transient occupancy tax (TOT) and tourism business improvement district (TBID) assessments, designate the City Manager to consider appeals, authorize payment plans for up to one year, and incorporate other minor adjustments. The proposed revisions to Chapter 5.02 would eliminate the requirement for the owners of self-managed vacation rentals to obtain a City business license, which is now incorporated into the annual vacation rental license and fee (\$550), and clarify the transferability of business licenses. City Council introduced the ordinance, conducted first reading, and waived further reading at the September 20, 2021 regular meeting.

**RECOMMENDED MOTION(S)**

Motion to adopt the Ordinance Amending Title 1, Chapter 1.17 – Administrative Citations and Hearings, Title 3, Chapter 3.20 – Transient Occupancy Tax, and Title 5, Chapter 5.02 – Business Licenses – To Provide Additional Clarification and Ensure Consistency with the New Vacation Rental Ordinance.

**RESPONSIBLE STAFF** Larry Vaupel, Director of Tourism Management

**ADDITIONAL CITY MANAGER COMMENTS**

There was a concern raised at the September 20 City Council meeting regarding Section 5.02.130 – Transferability, which does not permit a business license to be transferred, including for a name change. This provision is intended to apply to name changes for the entire business, and is not intended to apply to situations whereby the owner's name may change as a result of marriage, divorce, or other similar change in the individual's life circumstance. City Council ultimately adopted the ordinance as presented by staff at the September 20 meeting without making any changes, and it is presented in the same form



for final Council adoption at the October 4 meeting. Council should note, however, that I have directed City staff to incorporate an administrative policy that would address this concern, and allow for such “life circumstances” name changes. Ultimately, City staff will be required to exercise appropriate judgment in these cases.



# CITY OF **BIG BEAR LAKE** *California*

## **MEETING**

**DATE:** October 4, 2021

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Frank A. Rush, Jr., City Manager

**FROM:** Larry Vaupel, Director of Tourism Management

**SUBJECT:** Ordinance Amending Title 1, Chapter 1.17 – Administrative Citations and Hearings, Title 3, Chapter 3.20 – Transient Occupancy Tax, and Title 5, Chapter 5.02 – Business Licenses - to Provide Additional Clarification and Ensure Consistency with the New Vacation Rental Ordinance

## **BACKGROUND**

On August 2 and August 16, 2021, City Council approved Ordinance No. 2021-495 amending Chapter 17.25 relating to residential parking standards and Chapter 4.01 relating to vacation rentals. This ordinance became effective September 15, 2021. The adoption of Ordinance No. 2021-495 requires additional amendments to the Municipal Code to eliminate conflicts and provide for consistent language and regulations throughout the Municipal Code. Staff is recommending clean-up provisions relating to Transient Occupancy Tax (TOT), business licenses, and administrative hearings procedures.

On September 20, 2021, City Council voted 5-0 to introduce the ordinance, conduct first reading, and waive further reading of the proposed ordinance as presented by staff. The October 4 action represents the second reading and final approval of the ordinance.

## **DISCUSSION**

Staff recommend the following amendments to the Municipal Code:

1. **Chapter 1.17 – Administrative Citations and Hearings.**
  - a. 1.17.030.D.3. Added the fine amounts for vacation rentals pursuant to Chapter 4.01.
  - b. 1.17.040. Added an option for service via email consistent with Chapter 4.01.
  - c. 1.17.060.B.2. Extended the amount of time to pay a citation from 15 days to 30 days.
  - d. 1.17.070.A. Extended the appeal period from 15 days to 30 days and reduce the amount of deposit due from 100% of fine to 25% of fine.
  - e. Other non-substantive changes to reflect State Law and current procedures.
2. **Chapter 3.20 – Transient Occupancy Tax.**
  - a. Definitions. Modified language from 1994 in current code to clearly stipulate that vacation rentals are subject to collection and remittance of TOT.

- b. 3.20.035. Added a section relating to collection and remittance of the Big Bear Lake Tourism Business Improvement District assessment (BBLTBID).
- c. 3.20.050. Added a provision to allow operators to assign TOT collection and remittance to agents. This is necessary to allow property managers and hosting platforms to submit TOT. Also added several references to the BBLTBID throughout the chapter.
- d. 3.20.080. Modified the due date of TOT and BBLTBID to be remitted monthly instead of quarterly effective January 1, 2022.
- e. 3.20.120. Allowed for the delivery of City correspondence via electronic means.
- f. 3.20.130. Changed the appeal to the City Manager instead of the City Council.
- g. 3.20.150. Clarified refund process.
- h. 3.20.160. Added a provision referencing requirements of vacation rental owners to abide by the provisions of Chapter 4.01.
- i. 3.20.260. Allowed the tax administrator to enter into payment agreements for a period of not more than one-year to be consistent with current practice.

### **3. Chapter 5.02 – Business Licenses.**

- a. 5.02.070.B.8. Specifically exclude the self-management of a vacation rental from having to obtain a business license. Staff presented this concept during the public hearing relating to increasing the cost of the Vacation Rental License fee to \$550.
- b. 5.02.130. Clarified transferability of business licenses.

## **FISCAL IMPACT**

There is no fiscal impact associated with the adoption of this ordinance.

## **ENVIRONMENTAL CONSIDERATIONS**

Municipal Code amendments are ministerial acts and not considered a project under the California Environmental Quality Act.

## **ATTACHMENTS**

1. Ordinance No. 2021-XX
  - a. Exhibit A – Amending Chapter 1.17
  - b. Exhibit B – Amending Chapter 3.20
  - c. Exhibit C – Amending Chapter 5.02
2. CEQA Notice of Exemption

# ATTACHMENT 1

Ordinance No.  
2021-xxx



CITY OF  
**BIG BEAR LAKE** *California*

ORDINANCE NO. 2021-xxx

**ORDINANCE AMENDING TITLE 1, CHAPTER 1.17 –  
ADMINISTRATIVE CITATIONS AND HEARINGS, TITLE 3,  
CHAPTER 3.20 – TRANSIENT OCCUPANCY TAX, AND TITLE 5,  
CHAPTER 5.02 – BUSINESS LICENSES - TO PROVIDE  
ADDITIONAL CLARIFICATION AND ENSURE CONSISTENCY  
WITH THE NEW VACATION RENTAL ORDINANCE**

**WHEREAS**, the City of Big Bear Lake (“City”) is a municipal corporation and Charter City, duly organized under the constitution and laws of the State of California; and

**WHEREAS**, the City adopted Ordinance No. 2021-495 relating to vacation rentals; and

**WHEREAS**, the City seeks to remove conflicts and inconsistencies from the Municipal Code created by the adoption of Ordinance No. 2021-495; and

**WHEREAS**, the City wants to provide additional amendments to clarify language and account for current business practices and technology; and

**WHEREAS**, the Municipal Code amendments are a ministerial act and not considered a project as defined by the California Environmental Quality Act (CEQA); and

**WHEREAS**, all legal prerequisites to the adoption of this ordinance have occurred.

**NOW, THEREFORE**, the City Council does ordain as follows:

**Section 1.** The recitals above are each incorporated by reference and adopted as findings by the City Council.

**Section 2.** The City Council hereby finds that, based on the public testimony and substantial evidence in the record, under Public Resources Code section 21065, adoption of this ordinance is not a project subject to the California Environmental Quality Act (CEQA), and, alternatively, the adoption of the ordinance is exempt from CEQA under CEQA Guidelines section 15061(b)(3), the “common sense” rule that states that CEQA applies only to projects that have the potential for causing a significant effect on the environment. This Municipal Code Amendment does not have potential to cause a significant effect on the environment.

**Section 3.** The Municipal Code amendment is consistent with all other related provisions thereof because the amendment does not conflict with other standards and provisions of the Municipal Code and removes conflicting requirements, clarifies language, and reflect current and best business practices.

**Section 4.** Based on the findings and conclusions set forth in Sections 1, 2 and 3, above, the City Council hereby adopts the amendments identified in Attachments A, B, C to this ordinance, which are attached hereto and incorporated herein by reference.

**Section 5.** Certification and Publication. The City Clerk shall certify the passage of this Ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days following the passage of this Ordinance, the Ordinance, or a summary thereof, along with the names of the City Council members voting for and against the Ordinance, shall be published in three places in the City in lieu of publication unless publication is requested by the City Council or otherwise required by law.

**Section 6.** If any section, sentence, clause or phrase of this ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. The City Council hereby declares that they would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

PASSED, APPROVED AND ADOPTED THIS 4<sup>th</sup> day of October, 2021.

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Rick Herrick, Mayor

ATTEST:

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Erica Stephenson, City Clerk

STATE OF CALIFORNIA                    )  
COUNTY OF SAN BERNARDINO        )  
CITY OF BIG BEAR LAKE                )

I, Erica Stephenson, City Clerk of the City of Big Bear Lake, California, do hereby certify that the whole number of the City Council of the said City is five; that the foregoing Ordinance No. 2021-xxx is a full, true and correct original of Ordinance No. 2021-xxx of the City of Big Bear Lake entitled:

**ORDINANCE AMENDING TITLE 1, CHAPTER 1.17 –  
ADMINISTRATIVE CITATIONS AND HEARINGS, TITLE 3,  
CHAPTER 3.20 – TRANSIENT OCCUPANCY TAX AND TITLE 5,  
CHAPTER 5.02 – BUSINESS LICENSES TO PROVIDE  
ADDITIONAL CLARIFICATION AND ENSURE CONSISTENCY  
WITH THE NEW VACATION RENTAL ORDINANCE**

was duly passed and adopted by the said City Council, approved and signed by the Mayor of said City, and attested by the Clerk of Said City, all at a regular meeting of the said Council on the 4<sup>th</sup> day of October 2021, and that the same was so passed and adopted by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

I do hereby further certify that pursuant to the provisions of Section 36933 of the Government Code of the State of California that the foregoing Ordinance No. 2021-xxx was duly and regularly published according to law and the order of the City Council and circulated within the said City.

\_\_\_\_\_  
Erica Stephenson, City Clerk

## EXHIBIT A

### Chapter 1.17 - ADMINISTRATIVE CITATIONS AND HEARINGS

#### Sections:

#### 1.17.010 - Legislative findings and purpose.

The city council hereby finds that the city needs another mechanism in addition to the traditional civil, criminal or administrative abatement actions to effect compliance with this Code. The city council further finds that an appropriate additional mechanism to affect such compliance is an administrative citation program authorized by Government Code Section 53069.4. The procedures established in this Chapter shall be in addition to criminal, civil or administrative abatement or any other legal remedy permitted by law. Use of this chapter shall be at the discretion of the city.

(Ord. No. 2009-395, § 1, 10-12-2009)

#### 1.17.020 - Definitions.

"Administrative citation" shall mean the written notice provided to a responsible party to inform that party of a violation of this Code.

"Administrative fine" shall mean a monetary penalty imposed by a compliance officer pursuant to this chapter for violation of the Code.

"Big Bear Lake Municipal Code" and "Code" shall mean any ordinance adopted by the city regardless of whether it has been codified.

"City manager" shall mean the city manager of the City of Big Bear Lake, or his or her designee.

"Compliance officer" shall mean any officer or employee with the authority to enforce the Code.

"Hearing officer" shall mean the city manager or the person or entity designated by the city manager pursuant to this chapter to determine the validity of a Code violation.

"Non-emergency health or safety violation" shall mean a violation of any Code provision pertaining to building, plumbing, electrical or other similar structural or zoning issues, when such violation is deemed by the compliance officer to not create an immediate danger to health or safety.

"Responsible party" shall mean:

- (i) Any individual or legal entity who is the owner, tenant, co-tenant, lessee, sub-lessee, occupant or other person with any right to possession of the real property, owner or authorized agent of any business, company, or entity, or the parent or the legal guardian of any person under the age of 18 years, who causes, permits or maintains a Code violation; or
- (ii) Any individual, legal entity or the parent or the legal guardian of any person under the age of 18 years, who causes, permits or maintains a Code violation.

(Ord. No. 2009-395, § 1, 10-12-2009)

#### 1.17.030 - Authority.

- A. A compliance officer may issue an administrative citation to any responsible party for a violation of the Code.
- B. Each and every day, or portion thereof, that a violation of the Code exists constitutes a separate and distinct offense.
- C. Any responsible party issued an administrative citation shall be responsible for payment of the administrative fine imposed, the amount of which shall be set forth below. The city council may amend the amount of fines from time to time by a separate resolution.
- D. When an administrative fine is imposed, it shall be imposed in the following amounts:
  1. Infractions. For the violation of the Code specified by the Code as an infraction, the amount of the administrative fine shall be the amounts set forth in Government Code Section 36900 as follows: (a) a fine not exceeding \$100.00 for a first violation; (b) a fine not exceeding \$200.00 for a second violation of the same Code provision within one year; (c) a fine not exceeding \$500.00 for each additional violation of the same Code provision within one year. Notwithstanding the foregoing sentence, the administrative fine for



a violation of a building and safety Code provision that is specified by the Code as an infraction shall be as follows: (a) a fine not exceeding \$100.00 for a first violation; (b) a fine not exceeding \$500.00 for a second violation of the same Code provision within one year; (c) a fine not exceeding \$1,000.00 for each additional violation of the same Code provision within one year of the first violation.

2. Misdemeanors. For the violation of the Code specified by the Code to be punishable as a misdemeanor or for which no fine is specifically provided, the amount of the administrative fine shall be \$1,000.00.
3. Vacation rentals. Violations relating to vacation rentals are subject to the fines and penalties set forth in Chapter 4.01

(Ord. No. 2009-395, § 1, 10-12-2009)

#### 1.17.040 - Service procedures.

A compliance officer may issue an administrative citation on a form approved by the city manager to the responsible party for a Code violation in any the following manner:

- A. Personal Service.
  1. The compliance officer shall first attempt to locate and personally serve the responsible party and, if possible, obtain the signature of the responsible party on the administrative citation.
  2. If the responsible party refuses or fails to sign the administrative citation, the failure or refusal to sign shall not affect the validity of the administrative citation or of subsequent proceedings.
- B. Service by Mail.
  1. Service by mail shall be made by sending the administrative citation to the responsible party's address as shown on public records or as known to the city. The administrative citation shall be sent by certified mail and by first class U.S. mail. Service by mail under this subsection shall be deemed complete on the third day following its deposit into the U.S. postal service as first class mail (postage prepaid) or the date on which the certified return receipt is signed for as delivered, whichever date is earlier.
- C. Service by Posting.
  1. Service by posting shall be made by placing the administrative citation in a conspicuous location on the subject property or on any real property in which the city has knowledge that the responsible party has a legal or equitable interest.
- D. Service by Electronic Mail.
  1. Service relating to violations concerning vacation rentals and the provisions of Chapter 4.01 may be delivered by electronic mail to the email address provided by the responsible party during the licensing process.
  2. Service relating to other chapters may be delivered by electronic mail to the email address provided by the responsible party on city applications and forms used during the permitting or licensing process.

(Ord. No. 2009-395, § 1, 10-12-2009)

#### 1.17.050 - Contents of notice.

Each administrative citation shall contain the following information:

- A. Date, approximate time and address or definite description of the location where the violation(s) of the Code was observed or occurred;
- B. The Code provision(s), section(s) or condition(s) violated and a brief description of the violation(s);
- C. A description of the action required to correct the violation(s);

- D. For non-emergency health and safety violations, an order to the responsible party to correct the violation(s) by a correction date and an explanation of the consequences of failure to correct the violation(s);
- E. The amount of the administrative fine imposed for the violation(s);
- F. An explanation of how the administrative fine shall be paid, the deadline by which it shall be paid, and the place to which the fine shall be paid;
- G. An order prohibiting the continuation or repeated occurrence of the Code violation(s) described in the administrative citation;
- H. Identification of rights of appeal, including the time within which the administrative citation may be contested and the place to obtain a notice of appeal and request for hearing form to contest the administrative citation; and
- I. The name and signature of the compliance officer and, if possible, the signature of the responsible party.

(Ord. No. 2009-395, § 1, 10-12-2009)

#### 1.17.060 - Satisfaction of administrative citation.

- A. Non-emergency health and safety violations. When a compliance officer finds that a non-emergency health and safety violation has occurred, the compliance officer shall have the authority to issue an administrative citation that provides for a reasonable period of time, not to exceed 30 calendar days, to correct or otherwise remedy the non-emergency health and safety violation prior to the imposition of an administrative fine. The responsible party may request an extension of the correction period, provided that a written request is filed with the city manager before the correction period ends. The city manager may, in his or her discretion, grant a reasonable extension of the period of time to correct the violation if the responsible party has supplied substantial evidence showing that the correction cannot reasonably be made within the correction period. The decision to grant or deny an extension shall be in writing by the city manager and shall be final. If the responsible party provides proof to the compliance officer, or his/her designee, that the violation has been corrected within the period of time provided for correction, no administrative fines shall be assessed and the administrative citation shall be canceled. If the non-emergency health and safety violation has not been corrected or otherwise remedied within the correction period, the compliance officer shall have the authority to issue a second administrative citation notifying the responsible party of the violation and impose an administrative fine.
- B. Upon receipt of an administrative citation, the responsible party shall do all of the following:
  - 1. Correct the violation(s) within a reasonable period of time or, if possible, within any provided correction period; and
  - 2. Pay any administrative fine(s) to the city within 30 calendar days from the correction date on the administrative citation. All administrative fines assessed shall be payable to the City of Big Bear Lake. Payment of an administrative fine shall not excuse or discharge the failure to correct the violation(s) nor shall it bar further enforcement action by the city.
- C. If the responsible party fails to correct all of the violation(s) set forth in the administrative citation, subsequent administrative citations may be issued for the continued violation(s). The amount of the fine for failure to correct the violation shall increase at the rate specified in section 1.17.030 or as specified by a separate resolution of the city council.

(Ord. No. 2009-395, § 1, 10-12-2009)

#### 1.17.070 - Appeal of administrative citation.

- A. Any person or party in receipt of an administrative citation may contest that there was a violation of the Code or that he or she is the responsible party by completing a notice of appeal and request for hearing form and filing it with the city clerk within 30 calendar days following the date of service of the administrative citation, together with an advance deposit of twenty-five percent of the total amount of any administrative fine imposed, or the timely filing of a request for an advance deposit hardship waiver form pursuant to section 1.17.080. Any

administrative fine that has been deposited shall be refunded if it is determined, after a hearing, that the person charged in the administrative citation was not responsible for the violation(s) or that there was no violation(s) as charged.

- B. In addition to the requirements listed in subsection 1.17.070 A., any appeal of the administrative citation shall include a detailed written explanation as to the grounds for the appeal. Appeals shall be limited to only these written grounds.
- C. Failure to timely and properly file an appeal from an administrative citation shall constitute a waiver of all rights to an administrative appeal hearing.
- D. Appeals of administrative citations shall be conducted pursuant to section 1.17.090.

(Ord. No. 2009-395, § 1, 10-12-2009)

#### 1.17.080 - Advance deposit of hardship waiver.

- A. Any party that intends to request a hearing to contest an administrative citation and that is financially unable to make the advance deposit of the fine may file a request for an advance deposit hardship waiver form.
- B. The request shall be filed with the city within 15 days following the date of the issuance of the administrative citation.
- C. Upon the city's receipt of the request, the requirement of depositing the full amount of the administrative fine as described in subsection 1.17.070 A. shall be stayed unless or until the city manager makes a determination not to issue the advance deposit hardship waiver.
- D. The city may waive the requirement for advance deposit only if the cited party submits to the city a declaration under penalty of perjury supported by evidence that shows to the city's reasonable satisfaction that such party is financially unable to deposit the total amount of the administrative fine in advance of the hearing.
- E. If the city determines not to issue an advance deposit hardship waiver, the cited party shall remit the deposit to the city within five days of the date of that decision or 15 days from the date of service of the administrative citation, whichever is later.
- F. The city's decision to grant or deny the request shall be final and in writing with stated reasons for the grant or denial. The city shall cause the decision to be served on the cited party.

(Ord. No. 2009-395, § 1, 10-12-2009)

#### 1.17.090 - Hearing procedure; fees.

- A. A request for a hearing shall be deemed filed upon the city's receipt of payment of any hearing fee, which may be established by city council resolution, and the notice of appeal and request for hearing form. Any hearing fee shall not exceed the reasonable cost to the city for conducting the hearing.
- B. The hearing shall be set for a date not less than 15 and not more than 60 calendar days following the date the hearing request is filed. The party requesting the hearing shall be notified of the time and place set for the hearing at least 15 calendar days prior to the date of the hearing.
- C. The hearing shall be before a hearing officer, who shall only consider evidence relevant to the hearing matter and grounds specified in the appeal.
- D. The party requesting the hearing shall be given a reasonable opportunity to testify and present witnesses and evidence concerning the hearing matter. Rebuttal shall also be permitted.
- E. Failure to appear at the hearing shall constitute a forfeiture of any administrative fine and a failure to exhaust administrative remedies.
- F. Any documents submitted by the city shall constitute prima facie evidence of the respective facts contained in those documents.

- G. If the city submits an additional written report concerning the hearing matter to the Hearing Officer for consideration at the hearing, then a copy of the report shall also be served on the party requesting the hearing in accordance with section 1.17.040 at least five days prior to the date of the hearing.
- H. At least ten days prior to the date of the hearing, the party requesting the hearing shall be provided with copies of the citations, reports and other documents submitted or relied upon by the city. No other discovery shall be permitted. Formal rules of evidence shall not apply.
- I. The hearing officer may continue the hearing and request additional information from the city or the party requesting the hearing prior to issuing a decision.
- J. After considering all of the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision within ten days following the date of the hearing and shall list in the decision the reasons for that decision. The decision of the hearing officer shall be the final administrative decision of the city.
- K. Service of such decision shall be made by U.S. first class mail, addressed to the party that requested the hearing at the address provided by that party on the notice of appeal and request for hearing form.
- L. The hearing officer shall not be required to provide transcriptions of hearings, but shall make available tapes of hearings for a fee that does not exceed the reasonable cost of providing such tapes. Such fee shall be established by the city council by a resolution.

(Ord. No. 2009-395, § 1, 10-12-2009)

#### 1.17.100 - Hearing officer's decision.

- A. If the hearing officer determines that the administrative citation should be upheld, and no timely appeal therefrom is taken, then the city shall retain the administrative fine amount on deposit with the city.
- B. If the hearing officer determines that the administrative citation should be upheld, no timely appeal therefrom has been taken, and the administrative fine has not been deposited pursuant to an advance deposit hardship waiver, the hearing officer shall set an administrative fine payment schedule.
- C. If the hearing officer determines that the administrative citation should be canceled and the administrative fine has been deposited with the city, then the city shall refund the entire amount within seven business days following the date of the decision.
- D. An appeal from the hearing officer's decision to superior court shall be made pursuant to Government Code Section 53069.4(b).

(Ord. No. 2009-395, § 1, 10-12-2009)

#### 1.17.110 - Failure to pay administrative fines.

- A. Administrative fines shall be a debt to the city and subject to all remedies for debt collection permitted by law. The failure of any party to pay administrative fines within the time specified on the administrative citation may result in the matter being referred to the city attorney to file a case in court. Alternatively, the city may pursue any other legal remedy to collect the administrative fines.
- B. Any party who fails to pay to the city any administrative fine imposed pursuant to this chapter on or before the time specified on the administrative citation shall also be assessed late payment charges in the amount of \$25.00 per citation. The city shall notify the responsible party of late payment charges pursuant to section 1.17.040. The notice shall contain a statement that administrative fines and late payment charges may be collected as a lien or special assessment against any real property owned by the responsible party in connection with the violation(s).
- C. If the responsible party has failed to pay all administrative fines within a specified period following the issuance of the third administrative citation for the same violation in connection with the same real property or has failed to pay any late payment charges, the city may collect such debts as a lien or special assessment against the subject real property. Prior to taking either action, the compliance office shall serve notice on the record property owner, as identified on the last equalized county assessment roll, of the planned lien or special assessment. Such notice shall be made pursuant to section 1.17.040 and shall specify that property subject to a special assessment may

be sold after three years by the tax collector for unpaid delinquent assessments. Any party issued an administrative citation with an administrative fine, or any other party with a legal or equitable interest in the property that is the subject of the administrative fine, may contest the imposition of a lien or special assessment for such only by seeking a hearing pursuant to section 1.17.070. Failure to seek such a hearing shall constitute a waiver of that party's right to contest the imposition of a lien or special assessment.

- D. In order to pursue a lien or special assessment against real property pursuant to this chapter, the following must occur:
1. Annually or more often as determined by the city council, the city council shall, by ordinance or resolution, confirm the amounts of the liens and special assessment sought to be collected from each respective property; and
  2. The city council's confirmation shall include the amounts of the administrative fines, any late payment charges associated therewith and any applicable interest. Upon such confirmation, the city council shall authorize the city staff to take any further steps necessary to enforce collection of the liens and special assessments, including but not limited to the following:
    - a. Requesting the county recorder to record a notice of any lien confirmed by the city council against the respective property; and
    - b. Requesting the county tax collector on behalf of the city to collect any special assessment confirmed by the city council.

(Ord. No. 2009-395, § 1, 10-12-2009)

#### 1.17.120 - Notices.

- A. Any administrative citation and notice given under this chapter shall be served on the responsible party, or when required, to other persons or entities pursuant to subsection 1.17.110 C. and section 1.17.040.
- B. Failure to receive actual notice specified in this chapter does not affect the validity of proceedings conducted hereunder.

(Ord. No. 2009-395, § 1, 10-12-2009)

#### 1.17.130 - Right to judicial review.

- A. Any party aggrieved by a decision of a hearing officer pursuant to this chapter may obtain review of the decision by filing a petition for review with the San Bernardino County Superior Court in accordance with the timelines and provisions as set forth in the Government Code and/or the Code of Civil Procedure, as applicable.
- B. Nothing contained in this Section shall be construed to prohibit any party from seeking prompt judicial review of a decision of a city official regarding the issuance, denial, suspension or revocation of a permit or license for an activity protected by the First Amendment of the United States Constitution as provided by Code of Civil Procedure Section 1094.8. The city shall comply with all requirements described therein for prompt judicial review.

(Ord. No. 2009-395, § 1, 10-12-2009)

#### 1.17.140 - Contracting with the office of administrative hearings.

Pursuant to Government Code Section 27727, the city manager is authorized to enter into a contract with the office of administrative hearings of the state of for services for an administrative law judge or a hearing officer to conduct proceedings pursuant to this chapter. The duties and responsibilities of the hearing officer shall be set forth in the contract. Reimbursement to the office of administrative hearings for the services of hearing officers shall be made as provided in the contract. If no provision for reimbursement is contained in the contract, reimbursement shall be made on a pro rata basis of actual cost to the office of administrative hearings in providing the service including salaries, benefits, overhead and any travel expenses.

(Ord. No. 2009-395, § 1, 10-12-2009)

## EXHIBIT B

### Chapter 3.20 - TRANSIENT OCCUPANCY TAX

#### 3.20.010 - Short title.

The short title of this chapter shall be known as the "Transient Occupancy Tax Ordinance."

(Ord. 94-243 § 1(part), 1994: Ord. 81-30 § 1, 1981)

#### 3.20.020 - Definitions.

Except where the context otherwise requires, the definitions given in this section shall govern the construction of this chapter:

- A. "Hotel" means any structure, or any portion of any structure, which is occupied, intended or designed for use or occupancy by transients, including but not limited to dwelling, lodging or sleeping purposes, and includes any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, mobile home or house, or portion thereof, duplex, triplex, single-family dwelling units, and vacation rentals.
- B. "Occupancy" means the use or possession, or the right to the use or possession, of any room, rooms or any portion thereof offered for rent for dwelling, lodging or sleeping purposes, regardless of the purpose for which such rooms are rented.
- C. "Operator" means the person who is proprietor of the hotel whether in the capacity of owner, lessee, sublessee, mortgage in possession, licensee or any other capacity. Where the operator performs his/her functions through a managing agent of any type or character, the managing agent shall also be deemed an operator for the purpose of this chapter, and shall have jointly and severally the same duties and liabilities as his/her principal. Compliance with the provisions of this chapter by either the principal or the managing agent shall, however, be considered to be compliance by both.
- D. "Person" means any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate or any other group or combination acting as a unit.
- E. "Rent" means the amount of the consideration charged or chargeable to the tenant for the occupancy of space, valued in money whether received in money, goods, labor or otherwise, including in full value of receipts, cash, credits, property or services of any kind or nature, without any deduction whatsoever. It is not the intent of this subsection to make the operator liable for the tax on uncollected rent. However, uncollected rent must be reported.
- F. "Tax administrator" means the city manager or his/her designated agent.
- G. "Transient" means any person who exercises occupancy or is entitled to occupancy by reason of concession, permit, right of access, license or other agreement for a period of twenty-eight consecutive calendar days or less, counting portions of calendar days as full days. Any such person so occupying space in a hotel shall be deemed to be a transient if his actual total period of occupancy does not exceed twenty-eight days.
- H. "Vacation rental" means a residential dwelling unit subject to licensing as a vacation rental pursuant to Chapter 4.01.
- I. "Lodging business" means hotel and vacation rental as defined above.
- J. "Agent" means a person designated by the operator to perform the duties required by this Chapter.

(Ord. 94-243 § 1(part), 1994: Ord. 81-30 § 2, 1981)

### 3.20.030 - Tax imposed.

For the privilege of occupancy in any hotel, each transient is subject to, and shall pay a tax on the rent charged by an operator, as follows: (a) as of January 1, 2009, a tax in the amount of seven percent; and (b) as of January 1, 2010, a tax in the amount of eight percent. Insofar as the transient is concerned, the tax constitutes a debt owed by the transient to the city which is extinguished only by payment to the operator or to the city.

(Ord. 2008-382 § 2, 2008: Ord. 94-243 § 1(part), 1994: Ord. 89-181 § 1(part), 1989: Ord. 81-30 § 3, 1981)

### 3.20.035 – Tourism Business Improvement District Assessment.

- A. The City Council renewed by resolution the Big Bear Lake Tourism Business Improvement District (BBLTBID) for a period of ten years effective April 1, 2021.
- B. The assessment is levied upon ski resort businesses and lodging businesses as defined by this Chapter.
- C. Payment of assessments shall be made by operators along with their tax obligations pursuant to the same provisions for tax collection contained in this Chapter.

### 3.20.040 - Exemptions.

- A. No tax shall be imposed upon:
  1. Any person as to whom, or any occupancy as to which it is beyond the power of the city to impose the tax herein provided;
  2. Any officer or employee of a foreign government who is exempt by reason of express provision of federal law or international treaty.
- B. No exemptions shall be granted except upon a claim therefor made at the time the rent is collected and under penalty of perjury upon a form prescribed by the tax administrator.

(Ord. 94-243 § 1(part), 1994: Ord. 81-30 § 4, 1981)

### 3.20.050 - Operator's duties.

Each operator shall collect the tax imposed by this chapter to the same extent and at the same time as the rent is collected from every transient. The amount of the tax and BBLTBID assessment shall be separately stated from the amount of the rent charged. No operator of a hotel shall advertise or state in any manner, whether directly or indirectly, that the tax or any part thereof will be assumed or absorbed by the operator; or that it will not be added to the rent; or that, if added, any part will be refunded, except in the manner hereinafter provided. Operators may designate and assign these obligations to an agent. Such an action does not relieve the operator of all responsibilities contained in this Chapter.

(Ord. 94-243 § 1(part), 1994: Ord. 81-30 § 5, 1981)

### 3.20.060 - Permit required—Application.

- A. Every person desiring to engage in or conduct business as operator of a hotel renting to transients within the city shall file with the tax administrator an application for a transient



occupancy registration permit for each place of business. Every application for such a permit shall be made upon a form prescribed by the tax administrator and shall set forth the name under which the applicant transacts or intends to transact business, the location of his place of business and such other information as the tax administrator may require. The application shall be signed by the owner if a natural person, by a member or partner if an association or partnership, or by an executive officer or some person specifically authorized by the corporation to sign the application in the case of a corporation. The transient occupancy registration permit must be in effect at all times while the business is in operation and shall be at all times posted in a conspicuous place on the premises. The permit shall, among other things, state the following:

1. Name of hotel ;
2. Name of operator;
3. Hotel address;
4. The date upon which the permit was issued;
5. "This Transient Occupancy Registration Permit signifies that the person named on the face hereof has fulfilled the requirements of the Transient Occupancy Tax Chapter by registering with the Tax Administrator for the purpose of collecting from transients the Transient Occupancy Tax and remitting the tax to the Tax Administrator. This Permit does not authorize any person to conduct any lawful business in any unlawful manner, nor operate a hotel without strictly complying with all applicable laws, including but not limited to those requiring a permit or license from any board, commission, department or office of this City. This Permit does not apply in lieu of such other permits which are otherwise required."

- B. The lack of a registration permit shall not void the requirement of non-registered operators or non-licensed vacation rental operators from collecting and remitting Transient Occupancy Tax and BBLTBID assessment.

(Ord. 94-243 § 1(part), 1994: Ord. 81-30 § 6, 1981)

### 3.20.070 - Returns and remittances.

The tax imposed under Section 3.20.030 is:

- A. Due to the tax administrator at the time it is collected by the operator; and
- B. Becomes delinquent and subject to penalties if not received by the tax administrator on or before the last working day of the month following the close of each calendar month.

(Ord. 94-243 § 1(part), 1994: Ord. 81-30 § 7, 1981)

### 3.20.080 - Reporting and remitting.

Each operator shall, on or before the last day of the month following the close of each calendar quarter, or at the close of any shorter reporting period which may be established by the tax administrator, make a return to the tax administrator, on forms provided by the city, of the total rents charged and received and the amount of tax collected for transient occupancies and the average number of rental units available during the quarterly period and number of unit nights

that were rented. Effective January 1, 2022, the due date shall be on or before the last day of the month following the close of each calendar month. Each such return shall contain a declaration under penalty of perjury, executed by the operator or his authorized agent, that to the best of the signatory's knowledge, the statements in the return are true, correct and complete. Amounts claimed on the return as exempt from the tax pursuant to Section 3.20.040 shall be fully itemized and explained on the return or supporting schedule. In determining the amount of taxable receipts on the tax return, rent as defined in Section 3.20.020E, may not be reduced by any business expenses, including, but not limited to, the amount of service charges deducted by credit card companies or commissions paid to travel agencies. At the time the return is filed, the tax fixed at the prevailing transient occupancy tax rate for the amount of rentals charged or chargeable, which are not exempt from tax under Section 3.20.040, and BBLTBID assessments shall be remitted to the tax administrator. The tax administrator may establish other reporting periods and may require a cash deposit or bond, or a separate trust fund bank account for any permit holder if deemed necessary in order to insure collection of the tax, and may require further information in the return. All taxes collected by operators pursuant to this chapter shall be held in trust for the account of the city until remittance thereof is made to the tax administrator.

(Ord. 94-243 § 1(part), 1994: Ord. 89-181 § 1(part), 1989: Ord. 81-30 § 8, 1981)

#### 3.20.090 - Cessation of business.

Each operator shall notify the tax administrator, ten days prior to the sale or cessation of business for any reason, and returns and remittances are due immediately upon the sale or cessation of business.

(Ord. 94-243 § 1(part), 1994: Ord. 81-30 § 9, 1981)

#### 3.20.100 - Delinquency—Interest and penalties.

Any operator who fails to remit any tax and BBLTBID assessment to the city or any amount of tax and BBLTBID assessment required to be collected and remitted to the city, including amounts based on determination made by the tax administrator under Section 3.20.120, within the time required, shall pay a penalty of ten percent of the tax or amount of the tax and BBLTBID assessment in addition to the tax and BBLTBID assessment or amount of tax and BBLTBID assessment plus interest at the rate of one percent per month, or fraction thereof, from the date on which the tax and BBLTBID assessment or the amount of tax and BBLTBID assessment required to be collected becomes delinquent until the date of remittance or payment. Any operator who fails to pay any penalty imposed under this section within ten days after receipt of notice thereof shall pay interest thereon at the rate of one percent per month, or fraction thereof, from the date on which the penalty becomes due and payable to the city until the date of payment.

(Ord. 94-243 § 1(part), 1994: Ord. 81-30 § 10, 1981)

#### 3.20.110 - Fraud—Penalty.

If the tax administrator determines that the failure to make any remittance or payment due under this chapter is due to fraud, a penalty of one hundred percent of the amount of the tax,

BBLTBID assessment and penalties shall be added thereto in addition to the penalties stated in Section 3.20.100.

(Ord. 94-243 § 1(part), 1994: Ord. 81-30 § 11, 1981)

3.20.120 - Failure to collect and report tax—Estimation of taxes due—Notification—Hearing.

If any operator fails or refuses to collect the tax and BBLTBID assessment and to make, within the time provided in this chapter, any report and remittance of the tax and BBLTBID assessment or any portion thereof required by this chapter, the tax administrator shall proceed in such manner as he may deem best to obtain facts and information on which to base his estimate of tax and BBLTBID assessment due. As soon as the tax administrator procures such facts and information as he is able to obtain upon which to base the assessment of any tax and BBLTBID assessment imposed by this chapter payable by any operator who has failed or refused to collect the same to make such report and remittance, he shall proceed to determine and assess against such operator the tax, BBLTBID assessment, interest and penalties provided for by this chapter. In case such determination is made, the tax administrator shall give a notice of the amount so assessed by serving it personally, via email with evidence of receipt, or by depositing it in the United States mail, postage prepaid, addressed to the operator so assessed at his last known address. Such operator may within ten days after the serving or mailing of such notice make application in writing to the tax administrator for a hearing on the amount assessed. If application by the operator for a hearing is not made within the time prescribed, the tax, BBLTBID assessment, interest and penalties, if any, determined by the tax administrator shall become final and conclusive and immediately due and payable. If such application is made, the tax administrator shall give not less than five days' written notice in the manner prescribed herein to the operator to show cause at a time and place fixed in the notice why the amount specified therein should not be fixed for such tax, BBLTBID assessment, interest and penalties. At such hearing, the operator may appear and offer evidence why such specified tax, BBLTBID assessment, interest and penalties should not be so fixed. After such hearing the tax administrator shall determine the proper tax and BBLTBID assessment to be remitted and shall thereafter give written or electronic notice to the person in the manner prescribed herein of the determination and the amount of such tax, BBLTBID assessment, interest and penalties. The amount determined to be due shall be payable after fifteen days unless an appeal is taken as provided in Section 3.20.130.

(Ord. 94-243 § 1(part), 1994: Ord. 81-30 § 12, 1981)

3.20.130 - Appeal.

Any operator aggrieved by any decision of the tax administrator with respect to the amount of any tax, interest and penalties, if any, may appeal to the city manager by filing a notice of appeal with the city clerk within fifteen days of the serving of the assessment or determination of tax and penalties, if any, due. The city manager shall fix a time and place for hearing the appeal, and the city clerk shall give notice in writing to the operator at his last known address. The findings of the city manager shall be final and conclusive and shall be served upon the appellant in the manner prescribed above of service of notice of hearing. Any amount found to be due shall be immediately due and payable upon the service of notice.

(Ord. 94-243 § 1(part), 1994: Ord. 81-30 § 13, 1981)

### 3.20.140 - Records to be kept—Inspection—Subpoena.

It shall be the duty of every operator liable for the collection and remittance to the city of any tax and BBLTBID assessment imposed by this chapter to keep and preserve, for a period of three years, records in such form as the tax administrator may require to determine the amount of such tax. The tax administrator shall have the right to inspect such records at all reasonable times and may subpoena the records of any operator who refuses to make them available for examination.

(Ord. 94-243 § 1(part), 1994: Ord. 81-30 § 14, 1981)

### 3.20.150 - Refunds.

- A. Whenever the amount of any tax, interest or penalty has been overpaid or paid more than once, or has been erroneously or illegally collected or received by the city under this chapter, it may be refunded as provided in subsections B and C of this section, provided a claim in writing therefore, stating under penalty of perjury the specific grounds upon which the claim is founded, is filed with the tax administrator within three years of the date of payment. The claims shall be on forms furnished by the tax administrator.
- B. An operator may claim a refund for the amount overpaid, paid more than once or erroneously or illegally collected or received when it is established in a manner prescribed by the tax administrator that the person from whom the tax has been collected was not a transient; provided, however, that neither a refund nor a credit shall be allowed unless the amount of the tax so collected has either been refunded to the person or credited to rent subsequently payable by the person to the operator.
- C. A transient may obtain a refund of taxes overpaid or paid more than once erroneously, or illegally collected or received by the city, by filing a claim in the manner provided in subsection A of this section, but only when the transient, having paid the tax to the operator, establishes to the satisfaction of the tax administrator that the transient has been unable to obtain a refund from the operator who collected the tax.
- D. No refund shall be paid under the provisions of this section unless the claimant establishes his right thereto by written records.
- E. Overpayments of taxes and assessments caused by mathematical error of the operator will be refunded only upon request of the operator and such requests must be made within 45 days of overpayment.

(Ord. 94-243 § 1(part), 1994: Ord. 81-30 § 15, 1981)

### 3.20.160 - Revocation of permit.

Whenever any operator fails to comply with any provision of this chapter relating to occupancy tax, or any rule or regulation of the tax administrator relating to occupancy tax prescribed and adopted under this chapter, the tax administrator upon hearing, after giving the operator ten days notice in writing specifying the time and place of hearing and requiring him to show cause why his permit or permits should not be revoked, may suspend or revoke any one or more of the permits. The notices herein required may be served personally or by mail in the

manner prescribed for service of notice of a deficiency determination. The tax administrator shall not issue a new permit after the revocation of a permit unless he is satisfied that the former holder of the permit will comply with the provisions of this chapter relating to the occupancy tax and regulations of the tax administrator. Vacation Rental License holders are also subject to the revocation of the vacation rental license associated with the property if found to be in violation of this chapter and are subject to administrative citations pursuant to Chapter 4.01.

(Ord. 94-243 § 1(part), 1994: Ord. 81-30 § 16, 1981)

### 3.20.170 - Closure of hotel without permit.

During any period of time during which a permit has not been issued, or is suspended, revoked or otherwise not validly in effect, the tax administrator may require that the hotel be closed.

(Ord. 94-243 § 1(part), 1994: Ord. 81-30 § 17, 1981)

### 3.20.180 - Recording certificate—Lien.

If any amount required to be remitted or paid to the city under this chapter is not remitted or paid when due, the tax administrator may, within three years after the amount is due, file for record in the office of the county recorder a certificate specifying the amount of tax, penalties and interest due, the name and address as it appears on the records of the tax administrator of the operator liable for the same, and the fact that the tax administrator has complied with all provisions of this chapter in the determination of the amount required to be remitted and paid. From the time of the filing for record, the amount required to be remitted, together with penalties and interest, constitutes a lien upon all real property in the county owned by the operator or afterward and before the lien expires acquired by him. The lien has the force, effect and priority of a judgment lien and shall continue for ten years from the time of filing of the certificate unless sooner released or otherwise discharged.

(Ord. 94-243 § 1(part), 1994: Ord. 81-30 § 18, 1981)

### 3.20.190 - Priority and lien of tax.

- A. The amounts required to be remitted and/or paid by any operator under this chapter, with penalties and interest, shall be satisfied first in any of the following cases:
1. Whenever the person is insolvent;
  2. Whenever the person makes a voluntary assignment of his assets;
  3. Whenever the estate of the person in the hands of executors, administrators or heirs is insufficient to pay all the debts due from the deceased;
  4. Whenever the estate and effects of an absconding, concealed or absent person required to pay any amount under this chapter are levied upon by process law. This chapter does not give the city a preference over any recorded lien which attached prior to the date when the amounts required to be paid became a lien.
- B. The preference given to the city by this section shall be subordinate to the preferences given to claims for personal services by Sections 1204 and 1205 of the Code of Civil Procedure.

(Ord. 94-243 § 1(part), 1994: Ord. 81-30 § 19, 1981)

3.20.200 - Warrant for collection of tax.

At any time within three years after any operator is delinquent in the remittance or payment of any amount herein required to be remitted or paid, or within three years after the last recording of a certificate under Section 3.20.180, the tax administrator may issue a warrant for the enforcement of any liens and for the collection of any amount required to be paid to the city under this chapter. The warrant shall be directed to any sheriff, marshal or constable and shall have the same effect as a writ of execution. The warrant shall be levied and sale made pursuant to it in the same manner with the same effect as a levy of and a sale pursuant to a writ of execution. The tax administrator may pay or advance to the sheriff, marshal or constable the same fees, commissions and expenses for his services as are provided by law for similar services pursuant to a writ of execution. The tax administrator, and not the court, shall approve the fees for publication in a newspaper.

(Ord. 94-243 § 1(part), 1994: Ord. 81-30 § 20, 1981)

3.20.210 - Seizure and sale.

At any time within three years after any operator is delinquent in the remittance or payment of any amount, the tax administrator may collect the amount in the following manner: The tax administrator shall seize any property, real or personal, of the operator and sell the property, or a sufficient part of it, at public auction to pay the amount due, together with any penalties and interest imposed for the delinquency and any costs incurred on account of the seizure and sale. Any seizure made to collect occupancy taxes due shall be only of property of the operator not exempt from execution under the provisions of the Code of Civil Procedure.

(Ord. 94-243 § 1(part), 1994: Ord. 81-30 § 21, 1981)

3.20.220 - Successor's liability—Withholding by purchaser.

If any operator liable for any amount under this chapter sells out his business or quits the business, his successor or assigns shall withhold sufficient of the purchase price to cover such amount until the former owner produces a receipt from the tax administrator showing that it has been paid or a certificate stating that no amount is due.

(Ord. 94-243 § 1(part), 1994: Ord. 81-30 § 22, 1981)

3.20.230 - Liability of purchaser—Release.

If the purchaser of a hotel fails to withhold purchase price as required, he shall become personally liable for the payment of the amount required to be withheld by him to the extent of the purchase price, valued in money. Within sixty days after receiving a written request from the purchaser for a certificate, or within sixty days from the date the former owner's records are made available for audit, whichever period expires the later, but in any event not later than ninety days after receiving the request, the tax administrator shall either issue the certificate or mail notice to the purchaser at his address as it appears on the records of the tax administrator of the amount that must be paid as a condition of issuing the certificate. Failure of the tax administrator to mail the notice will release the purchaser from any further obligation to withhold purchase

price as provided above. The time within which the obligation of the successor may be enforced shall start to run at the time the operator sells his business or at the time that the determination against the operator becomes final, which-ever occurs the later.

(Ord. 94-243 § 1(part), 1994: Ord. 81-30 § 23, 1981)

#### 3.20.240 - Responsibility for payment.

Any tax required to be paid by any transient under the provisions of this chapter shall be deemed a debt owed by the transient to the city. Any such tax collected by an operator which has not been remitted to the city is a fiduciary obligation of the operator to the city and collectible in the same manner as a debt. Any person owing money to the city under the provisions of this chapter shall be liable to an action brought in the name of the city for the recovery of such amount. The city shall have the right to examine or audit the books and records of any taxpayer hereunder and any deficiency found by such audit shall be assessed against such taxpayer in the same manner as a debt. Any such deficiency which is in excess of one hundred dollars shall be increased by an amount equal to the cost to the city causing the audit to be made.

(Ord. 94-243 § 1(part), 1994: Ord. 81-30 § 24, 1981)

#### 3.20.250 - Withhold notice.

If any person or operator is delinquent in the remittance or payment of the amount required to be remitted or paid by him, or in the event a determination has been made against him for the remittance of tax and payment of the penalty, the city may, within three years after the tax obligation became due, give notice thereof personally or by registered mail to all persons, including the state or any political subdivision thereof, having in their possession or under their control any credit or other personal property belonging to the taxpayer. After receiving the withholding notice, the person so notified shall make no disposition of the taxpayer's credits, other personal property or debts until the city consents to a transfer or disposition, or until sixty days elapse after the receipt of the notice, whichever expires earlier. All persons, upon receipt of the notice, shall advise the city immediately of all such credits, other personal property or debts in their possession, under their control or owing by them. If such notice seeks to prevent the transfer or other disposition of a deposit in a bank, or other credits or personal property in the possession or under the control of the bank, to be effective the notice shall be delivered or mailed to the branch or office of such bank at which such deposit is carried or at which such credits or personal property is held. If any person so notified makes transfer or disposition of the property or debts required to be held hereunder during the effective period of the notice to withhold, he shall be liable to the city to the extent of the value of the release up to the amount of the indebtedness owed by the taxpayer of the city.

(Ord. 94-243 § 1(part), 1994: Ord. 81-30 § 25, 1981)

#### 3.20.260 - Extension of time.

The tax administrator, for good cause, may extend for not to exceed one year the time for making any return or paying any amount required to be paid under this chapter. The extension may be granted at any time, provided a request therefore is filed with the tax administrator within or prior to the period for which the extension may be granted. Any person to whom an extension

is granted shall pay, in addition to the tax, interest at the rate of one percent per month or fraction thereof, from the date on which the tax would have been due without the extension until the date of payment.

(Ord. 94-243 § 1(part), 1994: Ord. 81-30 § 27, 1981)

3.20.270 - Divulging of information forbidden.

It is unlawful for any person having an administrative duty under this chapter to make known in any manner whatever the business affairs, operations or information obtained by an investigation of the records of any operator or any other person visited or examined in the discharge of official duty, or the amount or source of income, profits, losses, expenditures, or any particular thereof, set forth or disclosed in any return, or to knowingly permit any return or copy thereof, any abstract or particulars thereof to be seen or examined by any person. Successors, receivers, trustees, executors, administrators, assignees and guarantors, if directly interested, may be given information as to the items included in the amount of unpaid tax or amounts of tax, penalties and interest required to be collected.

(Ord. 94-243 § 1(part), 1994: Ord. 81-30 § 28, 1981)

3.20.280 - Agreement with county.

The city is empowered to enter into a joint powers agreement with other cities and the county, and if such agreement or agreements can be made wherein central collection for the county is provided, then it shall be done upon approval of the city council.

(Ord. 94-243 § 1(part), 1994: Ord. 81-30 § 29, 1981)

3.20.290 - Expenses paid from gross receipts.

The expense for staff and collection of the tax herein provided shall be paid from the gross receipts.

(Ord. 94-243 § 1(part), 1994: Ord. 81-30 § 30, 1981)

3.20.300 - Use of proceeds.

The net proceeds from the tax imposed herein shall be used for any lawful purpose of the city.

(Ord. 94-243 § 1(part), 1994: Ord. 81-30 § 31, 1981)



3.20.310 - Violations—Misdemeanor.

- A. Any operator or other person who knowingly or willfully fails or refuses to remit room tax collections to the tax administrator prior to the time of delinquency as specified in Section 3.20.070 through 3.20.090 is guilty of a misdemeanor.
- B. Any person knowingly violating any of the provisions of this chapter is guilty of a misdemeanor.
- C. Any operator or other person who willfully fails or refuses to register as required herein, or to furnish any return required to be made, or who fails or refuses to furnish a supplemental return or other data required by the tax administrator, or who renders a false or fraudulent return or claim is guilty of a misdemeanor. Any person required to make, render, sign or verify any report or claim with intent to defeat or evade the determination of any amount due required by this chapter to be made, is guilty of a misdemeanor.

(Ord. 94-243 § 1(part), 1994: Ord. 81-30 § 26, 1981)

## EXHIBIT C

### Chapter 5.02 - BUSINESS LICENSES

#### Sections:

#### ARTICLE I. - LICENSE REQUIREMENTS AND PROCEDURES

##### 5.02.010 - Purpose of provisions.

This chapter is enacted solely for the purpose of regulation.

(Ord. 88-156 § 101, 1988)

##### 5.02.020 - Definitions.

"Business" means professions, trades and occupations and all and every kind of calling whether or not carried on for profit or livelihood.

(Ord. 88-156 § 103, 1988)

##### 5.02.030 - License required.

- A. There are imposed upon all businesses in the city, license fees in the amounts hereinafter set forth in this chapter. It is unlawful for any person, either for himself or for any other person, to commence, transact or carry on any business in the city not excluded by this chapter, without first having procured a license from the city to do so, or without complying with any and all regulations contained in this chapter.
- B. The carrying on of any business without first having procured a license from the city to do so, or without complying with any and all regulations of this chapter, constitutes a separate violation of this chapter for each and every day that such business is so carried on. See also Section 5.02.410 of this chapter.

(Ord. 88-156 § 102, 1988)

##### 5.02.040 - Scope of license.

- A. No license issued under the provisions of this chapter shall be construed as authorizing the conduct or continuance of any illegal or unlawful business, or any business in violation of any ordinance of the city, or regulations of the state or federal court.
- B. The payment of a license fee and the issuance of a license to any person by the city shall not entitle the licensee to carry on any business unless he/she has complied with all the requirements of the code and all other applicable laws, nor to engage in or to carry on any business in any building or in any premises designated in such license in the event such building or premises are situated in any area or locality in which the conduct of such business is in violation of the code, or any ordinance of the city, or any other law.

(Ord. 88-156 §§ 104, 301, 1988)

##### 5.02.050 - Evidence of doing business.

When any person shall by use of signs, circulars, cards, telephone book, or newspapers, advertise, hand out, or represent that he/she is in business in the city, for one transaction or more, or when any person holds an active license or permit issued by a governmental agency indicating that he/she is in business in the city, then these facts shall be considered prima facie evidence that he/she is conducting a business in the city.

(Ord. 88-156 § 105, 1988)

##### 5.02.060 - Exclusions.

- A. Except as may be otherwise specifically provided in this chapter, the terms hereof shall not be deemed or construed to apply to any of the following persons:
  - 1. Any public utility which pays to the city a tax under a franchise or similar agreement;

2. Banks, savings and loan companies, including national banking associations, to the extent that a city may not levy a license fee upon them under provisions of Article XIII, Section 16, Subdivision 1(a) of the State Constitution;
  3. Insurance companies and associations to the extent that a city may not levy a license tax upon them under the provisions of Article XIII, Section 14 4/5 of the State Constitution;
  4. Any person whom the city is not authorized to license under any law or Constitution of the state.
- B. The tax and license collector shall require the filing of a verified statement from any person claiming to be excluded by the provisions of this section, which statement shall set forth all facts upon which the exclusion is claimed.

(Ord. 88-156 § 106, 1988)

#### 5.02.070 - Exemptions.

A. Constitutional or Statutory Exemptions.

1. Nothing in this chapter shall be deemed or construed to apply to any person transacting and carrying on any business exempt by virtue of the Constitution or applicable statutes of the United States or of the state for the payment of such taxes as are herein prescribed.
2. Any person claiming an exemption pursuant to this section shall file a sworn statement with the tax collector stating the facts upon which exemption is claimed, or present official documents from the California Secretary of State stating that the organization is a nonprofit, tax-exempt charitable organization, and in the absence of such proof substantiating the claim, such person shall be liable for the payment of the taxes imposed by this chapter.

B. General. The following are exempted from the payment of a license fee under this chapter:

1. Any recognized tax-exempt charitable institution, organization or association organized and conducted for charitable purposes only. This exemption shall not apply to promoters;
2. Any person, religious, fraternal, educational, military, state, county, or municipal organization or association conducting or staging any amusement, concert, exhibition, lecture, dance, athletic event or entertainment where the receipts, if any derived there from, are to be used totally and solely for recognized tax-exempt charitable or benevolent purposes and not for private gain, or other purposes of the conducting person, or for the private gain of any person in whole or in part;
3. Any recognized tax-exempt religious, fraternal, educational, military, state, county, or municipal organization or association conducting any business which is open to members thereof only and not open to the public;
4. Any solicitor engaged in interstate commerce when a license tax casts a burden upon such interstate commerce;
5. Any honorably discharged or relieved veteran of any of the armed forces of this country who provides a certificate of disability from the Veteran's Administration, who is physically unable to earn a livelihood by manual labor and who is a voter or resident, respectively, of this state, and who desires to hawk, peddle or vend goods, wares and merchandise owned by him or to distribute circulars;
6. Any individual person of the age of sixteen years and under whose annual gross receipts from any and all business are three hundred dollars or less;
7. Any public transportation system in the city operating under the jurisdiction of the Public Utilities Commission of the state and operating buses of the capacity of twenty or more passengers upon a fixed route with definite permanent points of origin and termination.
8. Any property owner holding a vacation rental license for the self-management of their residence as a vacation rental.

(Ord. 88-156 §§ 107, 108, 1988)

5.02.080 - Revocation of exemption.

The tax collector may revoke any exempt license granted pursuant to the provisions of this chapter upon information that the licensee is not entitled to the exemption as provided therein. In such revocation the procedure to be followed and right of appeal shall be as provided in Section 5.02.190 of this chapter.

(Ord. 88-156 § 1003, 1988)

5.02.090 - Content of license.

All licenses shall be prepared and issued by the tax collector of the city, upon payment of the required fee and each license shall state the following:

- A. The name of the business to which the license is issued;
- B. The kind or kinds of business licensed thereby;
- C. The location of such business;
- D. The date of the expiration of such license;
- E. Such other information as the tax collector shall determine.

(Ord. 88-156 § 501, 1988)

5.02.100 - Branch establishments.

Separate licenses must be obtained for each branch establishment or location of the business engaged in, as if each such branch establishment or location were a separate business, and each license shall authorize the licensee to engage only in the business licensed thereby at the location or in the manner designated in such license; provided, that warehouses, distributing plants and other locations which generate no additional gross receipts but are used in connection with and incidental to a business licensed under the provisions of this chapter shall not be deemed to be separate places of business or branch establishments.

(Ord. 88-156 § 502, 1988)

5.02.110 - Separate license for each establishment.

Any person managing, carrying on or conducting two or more separate businesses subject to the payment of a license fee under more than one classification in the chapter whether or not at the same location or under the same management shall pay a separate license fee for each of said businesses.

(Ord. 88-156 § 503, 1988)

5.02.120 - Duration of license.

No license shall be issued for a period of more than twelve months. No license shall be issued for any period extending beyond the thirtieth day of September of each calendar year.

(Ord. 88-156 § 504, 1988)

5.02.130 - Transferability.

No license issued pursuant to this chapter shall be transferred to a different licensee, owner, entity, or operator, including any name change. When a licensee transfers the business from one location to another in the city, the license previously issued may be amended to authorize the conduct of the

business at the new location. The license transfers and amendments herein authorized may be obtained upon application to the tax collector and payment of the license fee. The license fee shall be established, from time to time, by resolution of the city council, after the city council conducts a public hearing.

(Ord. 2002-329 § 1(a), 2002; Ord. 88-156 § 604, 1988)

#### 5.02.140 - Renewal.

On or before the end of each license year, all licensees shall remit the annual license renewal fee to the city's tax collector along with a completed license application form provided by the tax collector and completed by the licensee. Any change in information from that set forth on an original license application shall also be noted on such form. The license year shall end on September 30th of each calendar year.

(Ord. 98-288 § 1, 1998; Ord. 88-156 § 701, 1988)

#### 5.02.150 - Display of license.

- A. Every person having a license under the provisions of this chapter and carrying on a business at a fixed place of business shall keep such license posted and exhibited while in force, in some conspicuous part of the place of business.
- B. The tax collector and each and all of his assistants and any police officer shall have the power and authority to enter, free of charge, and at any reasonable time, any place of business required to be licensed herein and demand an exhibition of its license certificate. Any person having such license certificate theretofore issued, in his possession or under his control, who willfully fails to exhibit the same on demand, is guilty of an infraction and subject to the penalties provided in this chapter. It shall be the duty of the tax collector and each of his assistants to cause a complaint to be filed against any and all persons found to be violating any of said provisions.
- C. Every person having such a license and not having a fixed place of business shall carry such license with him at all times while carrying on the business for which the same was granted, or have attached to the vehicle used in such business the windshield sticker as provided in Article IV of this chapter.

(Ord. 88-156 § 902, 1988)

#### 5.02.160 - Cancellation of license on request.

- A. The tax collector may cancel an unexpired license at the request of the owner provided:
  1. The owner surrenders the certificate and any applicable stickers; and
  2. All business activity has ceased.
- B. Liability for any further business taxes will cease only if the owner's account is cleared.

(Ord. 88-156 § 1001, 1988)

#### 5.02.170 - Revocation upon bond cancellation.

The tax collector shall revoke any license for which a bond is required if the city receives notice from the bonding company to the effect that it has cancelled the bond.

(Ord. 88-156 § 1002, 1988)

#### 5.02.180 - Revocation—Grounds.

- A. Any business license issued under the authority of this code may be revoked by the tax collector upon the holder of the license losing necessary licentiate from any agency controlling that business,

profession or occupation. The revocation shall remain in effect as long as the licentiate remains suspended or revoked, and a business license may be reapplied for upon reinstatement.

- B. Further, a business license may be suspended by the tax collector upon the conviction of the holder of:
1. Any felony;
  2. Any misdemeanor involving moral turpitude; or
  3. Any conviction of any offense arising out of the conduct of the business so licensed.

(Ord. 88-156 § 1004, 1988)

#### 5.02.190 - Revocation—Hearing.

- A. Upon service of notice of revocation under Section 5.02.180 of this chapter, the holder of the license shall have ten (10) days following service of such revocation by either personal service or deposit of the notice in the U.S. Post Office, registered mail, to request a hearing for consideration of the revocation by the city council. Such requests shall be to the tax collector's office, by personal delivery, at the city office. The tax collector shall set a hearing before the city council at either an open or closed session of the council of the licensee's choosing, no sooner than thirty days nor more than sixty (60) days after service.
- B. The licensee shall have the right to legal counsel at his/her sole expense and may have a court reporter present at the licensee's expense. The council may direct that the proceedings be tape recorded and a copy thereof may be purchased by the licensee. During such appeal, the revocation shall be abated.
- C. The council shall rule upon the revocation no later than seven days after the close of such hearings.
- D. The rules of evidence shall be those of administrative hearings and an affirmative three votes of the council shall be necessary to sustain the revocation.

(Ord. 88-156 § 1005, 1988)

## ARTICLE II. - REGISTRATION

### 5.02.200 - Form.

Every person required to have a business fee certificate under the provisions of this chapter shall register for the same with the tax collector of the city. Such registration shall be a written statement upon a form provided by the tax collector and shall be sworn to by the registrant under penalty of perjury. The registration form should include the name of the business and any fictitious name that is used, the tax identification number (social security or federal tax identification number), the business mailing and physical address, business phone number, business activities, owner's or officer's names, addresses (mailing and physical), and phones, type of ownership, state license numbers and expiration dates, property owner's name and proof of authority to use the property as a business location. This will not preclude requests for other pertinent information as needed to administer this ordinance and other ordinances of the city.

(Ord. 88-156 § 201, 1988)

## ARTICLE III. - FEES

### 5.02.220 - Designated.

The amount of the business license fee shall be established, from time to time, by resolution of the city council, after the city council conducts a public hearing.

(Ord. 2002-329 § 1(c), 2002; Ord. 88-156 § 400, 1988)

5.02.230 - Limitations.

- A. No greater or less amount of money shall be charged or received for any license fee other than provided for in this chapter.
- B. In no case shall any mistake made by the city in stating the amount of a license fee prevent or prejudice the collection by the city of what shall be actually due from anyone carrying on a business subject to a license fee under this chapter.
- C. No statement shall be conclusive as to the matters set forth herein, nor shall the filing of the same preclude the city from collecting by appropriate action such sum as is actually due and payable hereunder.

(Ord. 88-156 § 401, 1988)

5.02.240 - Payable when.

All license fees due under this chapter shall be paid in advance, in lawful money of the United States, at the office of the tax collector.

(Ord. 88-156 § 402, 1988)

5.02.250 - Proration.

No proration of any license due under this chapter shall be made unless hereinafter set forth.

(Ord. 88-156 § 403, 1988)

5.02.260 - Delinquency.

- A. Annual license renewal fees are due and shall be paid in accordance with Section 5.02.240 and shall be paid at or before five p.m., on September 30th of each calendar year, or if September 30th of that year falls on a weekend, then renewal fees are due and shall be paid on the Monday following September 30th.
- B. For each delinquent renewal, separate and apart from, and in addition to the license renewal fee, the licensee shall pay to the city a penalty in the amount provided in the following schedule:

Payment Received or Postmarked by:	Penalty Due:
October 5th	\$ 0.00
October 15th	10.00
After October 15th	25.00 plus actual expenses incurred by the city in collection of the fee

(Ord. 98-288 § 2, 1998; Ord. 88-156 § 800, 1988)

5.02.270 - Fees deemed debt to city.

The amount of any license fee and penalty imposed by the provisions of this chapter shall be deemed a debt to the city, and any person carrying on any business without first having procured a license from the city to do so shall be liable to an action in the name of the city in any court of competent jurisdiction for the amount of the license tax and penalties imposed on such business.

(Ord. 88-156 § 905, 1988)

5.02.280 - License replacement fee.

Duplicate licenses may be issued by the tax collector to replace any license previously issued, which has been lost or destroyed. The city shall not charge a fee for the issuance of a duplicate license.

(Ord. 2003-329 § 1(d), 2002; Ord. 2002-326 § 1(part), 2002; Ord. 88-156 § 603, 1988)

5.02.290 - Contractors and subcontractors.

A. General Contractors.

1. Any person commencing or engaging in the business of acting in the capacity of a general building or engineering contractor (B-1 or A, as licensed by the state), within the city shall pay to the city an annual license fee, the amount of which shall be established, from time to time, by resolution of the city council, after the city council conducts a public hearing.
2. Each contractor, including owner-builders, shall furnish the tax collector with a list of each subcontractor under his/her control or direction before the final inspection on any building or structure shall be given by the building and safety department under penalty of perjury.

B. Specialty Contractors. Every person engaged in a business or acting as a subcontractor established by the State Contractors Board, shall pay to the city an annual license fee, the amount of which shall be established, from time to time, by resolution of the city council, after the city council conducts a public hearing.

C. Owner-builders. A business license shall be required of every person acting as an owner-builder who builds any building, structure, shop, store, or apartment for rent or lease, and they shall pay the license fee as herein provided. The provisions of this section shall not apply to an owner of property building or improving structures thereon for the exclusive occupancy of such owner-builder and not offered for sale, lease, or rent.

D. For purposes of this section, the term "contractor" is defined by Chapter 9, Division 3 of the Business and Professions Code of the state.

E. A contractor making application for a business license for the city shall present evidence of having a valid state contractor's license.

(Ord. 2002-329 § 1(e), 2002; Ord. 2002-326 § 1(part), 2002; Ord. 88-156 § 202, 1988)

ARTICLE V. - ENFORCEMENT AND PENALTIES

5.02.380 - Enforcement authority.

A. It shall be the duty of the city tax collector, his/her deputy agents and/or employees, and they and each of them are directed to enforce each and all of the provisions of this chapter. Each department of the city which issues permits for work to be done shall require the production of a valid unexpired license prior to the issuance of such a permit.

B. The tax collector in the exercise of the duties imposed upon him/her hereunder and acting through his/her deputies or duly authorized assistants, shall examine or cause to be examined all places of business in the city to ascertain whether the provisions of this chapter have been complied with.

(Ord. 88-156 § 901, 1988)

5.02.390 - Remedies cumulative.

The conviction and punishment of any person for transacting any business without first obtaining a license shall not excuse or exempt such person from the payment of any license fee due or unpaid at the time of such conviction and nothing herein shall prevent a criminal prosecution of any violation of the



provisions of this chapter. All remedies prescribed hereunder shall be cumulative and the use of one or more remedies by the city shall not bar the use of any other remedy for the purpose of enforcing the provisions of this chapter.

(Ord. 88-156 § 906, 1988)

5.02.400 - Effect on past actions and obligations.

Neither the adoption of the ordinance codified in this chapter, nor its superseding of any portion of any other ordinance of the city shall in any manner be construed to affect prosecution for violation of any other ordinance committed prior to February 24, 1988, nor be construed as a waiver of any license or any penal provisions applicable to any such violation, nor be construed to affect the validity of any bond or cash deposit required by any ordinance to be posted, filed, or deposited, and all rights and obligations thereunto appertaining shall continue in full force and effect.

(Ord. 88-156 § 907, 1988)

5.02.410 - Violation—Penalty.

- A. Any person violating any of the provisions of this chapter is guilty of an infraction and, upon conviction, shall be punishable by:
  - 1. A fine not exceeding two hundred fifty dollars (\$250.00) for the first violation;
  - 2. A fine not exceeding three hundred fifty dollars (\$350.00) for a second violation of the same ordinance within one year; and
  - 3. A fine of not exceeding five hundred dollars (\$500.00) for each additional violation of the same ordinance within one year.
- B. Each such person is guilty of a separate offense for each and every day during any portion of which any violation of this chapter or any of its provisions is committed.

(Ord. 88-156 § 908, 1988)

## ATTACHMENT 2

### CEQA Notice of Exemption

EXHIBIT D  
CEQA NOTICE OF EXEMPTION

TO: Clerk of the Board of Supervisors  
County of San Bernardino  
385 N. Arrowhead Avenue, 2nd Floor  
San Bernardino, CA 92415-0130

FROM: Planning Department  
City of Big Bear Lake  
P. O. Box 10000  
Big Bear Lake, CA 92315

Project Title:

An ordinance amending Municipal Code Title 1, Chapter 1.17- Administrative Citations and Hearings, Title 3, Chapter 3.20 – Transient Occupancy Tax, and Title 5, Chapter 5.02 – Business Licenses to provide additional clarification and ensure consistency with the new vacation rental ordinance.

Project Location - Specific:

City-wide

Description of Project:

This action is approval of a Municipal Code Amendment to amend the administrative citations, transient occupancy tax and business licensing regulations to make them consistent with a recently adopted ordinance that amended Chapter 4.01 relating to vacation rentals.

Name of Public Agency Approving Project:

City Council, City of Big Bear Lake

Exempt Status: (check one) (State type and section number)

Statutory Exemption.

Section: 15061(b)(3)

Categorical Exemption.

Section: 15303, Class 3 of CEQA Guidelines

Reasons why project is exempt:

The activity is not subject to CEQA because it is covered by the “common sense” rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment, the activity is not subject to CEQA.

Lead Agency or Contact Person:

Sue O’Strander

Area Code/Telephone/Extension

(909) 866-5831

Date: October 4, 2021

Signature: \_\_\_\_\_



CITY OF  
**BIG BEAR LAKE** *California*

**MEETING DATE:** October 4, 2021

**TO:** Honorable Mayor Herrick and Members of the City Council

**FROM:** Frank A. Rush, Jr., City Manager

**SUBJECT:** City Manager Comments – Item 1.4

**RESOLUTION EXTENDING DECKARD TECHNOLOGIES PROFESSIONAL  
SERVICES AGREEMENT**

**ACTION TO BE CONSIDERED**

City Council will consider a formal resolution to extend the City's professional services agreement with Deckard Technologies, San Diego, CA for vacation rental monitoring software. The City has utilized the *Rentalscape* software provided by Deckard to identify illegal vacation rentals and monitor other vacation rental issues since March 2, 2021, and that contract has expired. The proposed resolution authorizes a 1-year extension through October 5, 2022 at an annual cost of \$80,000. Sufficient funds are included in the FY 2021-22 adopted budget for the Tourism Management Department. This expense is fully supported by vacation rental license fee revenues.

**RECOMMENDED MOTION(S)**

Motion to adopt the Resolution Extending Deckard Technologies Professional Services Agreement.

**RESPONSIBLE STAFF** Larry Vaupel, Director of Tourism Management

**ADDITIONAL CITY MANAGER COMMENTS**

None.



# CITY OF **BIG BEAR LAKE** *California*

## **MEETING**

**DATE:** October 4, 2021

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Frank A. Rush, Jr., City Manager

**FROM:** Larry Vaupel, Director of Tourism Management

**SUBJECT:** Resolution Extending Deckard Technologies Professional Services Agreement

## **BACKGROUND**

The City entered into a one-year agreement with Deckard Technologies on March 2, 2021, to provide vacation rental compliance monitoring and to identify up to 50 properties that were operating without a license at a cost of \$500 per property. The City recently reached the maximum amount allowed under that contract and needs to extend the agreement to continue monitoring compliance of our vacation rental ordinance.

## **DISCUSSION**

Staff are pleased with the product Deckard Technology provides (Rentalscape) and the attentiveness of their team toward staff requests. Deckard is working with staff to fine-tune the software to eliminate non-vacation rentals advertising online (lodges), identify properties advertising without a license number in the advertisement, and finding properties offering self-check-in.

Additionally, the software has provided revenue estimates to staff by capturing booking data and nightly rates for individual properties. This information has been instrumental in estimating unpaid transient occupancy taxes and prevailing when citations for operating without a license have been appealed.

Staff have found the Rentalscape platform to be an integral part of our compliance activities. It helps us perform our jobs more effectively and provides solid evidence of non-compliance that has led to a 100% success rate when citations are appealed.

The term of the extension is one-year commencing October 5, 2021, with an ability to cancel or renew at the end of the term. Staff recommends that the Council approve the professional service agreement extension with Deckard Technologies for a cost not to exceed \$80,000.

## **FISCAL IMPACT**

The \$80,000 cost of the compliance monitoring agreement averages \$31 per licensed property, is included in the FY 2021-22 budget, and is included in the cost of a vacation rental license. The cost is significantly less than the City's previous contract with Host Compliance.

## **ENVIRONMENTAL CONSIDERATIONS**

None requiring review under the California Environmental Quality Act.

## **ATTACHMENTS**

1. Resolution No. 2021-XX
2. Professional Service Agreement with Deckard Technologies

# ATTACHMENT 1

Resolution No.  
2021-XX





CITY OF  
**BIG BEAR LAKE** *California*

**RESOLUTION NO. 2021-XX**

**RESOLUTION EXTENDING DECKARD TECHNOLOGIES  
PROFESSIONAL SERVICES AGREEMENT**

**WHEREAS**, the City Manager entered into a Professional Service Agreement with Deckard Technologies, San Diego, CA, on March 2, 2021 to provide vacation rental compliance monitoring software; and

**WHEREAS**, the March 2, 2021 agreement has reached its maximum dollar amount of \$25,000; and

**WHEREAS**, the City Council has prioritized vacation rental compliance monitoring activities to ensure compliance with Ordinance No. 495 that established regulations for vacation rentals; and

**WHEREAS**, the City has found the compliance monitoring software provided by Deckard Technologies to be instrumental in identifying non-complying properties and enforcing the City's vacation rental ordinance; and

**WHEREAS**, the cost of vacation rental compliance monitoring activities is funded by license fees paid by vacation rental licensees; and

**WHEREAS**, the cost of the professional services agreement extension will not exceed \$80,000, sufficient funds for this agreement are included in the FY 2021/22 budget.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council that the City Manager is authorized to execute a one-year professional service agreement with Deckard Technologies for a cost not to exceed \$80,000, attached hereto as Exhibit A.

PASSED, APPROVED AND ADOPTED this 4th day of October, 2021.

---

Rick Herrick, Mayor

ATTEST:

---

Erica Stephenson, City Clerk



## EXHIBIT A

### PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of October 5, 2021 by and between the City of Big Bear Lake, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 39707 Big Bear Boulevard, Big Bear Lake, California 92315 ("City"), and **Deckard Technologies, Inc.**, a Delaware corporation, with its principal place of business at **1620 Fifth Avenue, Suite 400, San Diego, CA 92101** (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

#### RECITALS

- A. City is a public agency of the State of California and is in need of professional services for the following project: **Advanced Short-Term Rental Data Analytics & Rentalscape Platform** (hereinafter referred to as "the Project").
- B. Consultant is duly licensed and has the necessary qualifications to provide such services.
- C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

#### AGREEMENT

##### NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$80,000.00 annually. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term.

The term of this Agreement shall be from **October 5, 2021**, to **October 5, 2022**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained

herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, and agents designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
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Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and

shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

Consultant shall indemnify, defend, and hold harmless the Agency, and its officers, employees, and agents ("Agency indemnitees"), from and against any and all causes of action,



claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's breach of this agreement, gross negligence or willful misconduct, except to the extent such loss or damage arises from the negligence or willful misconduct of the Agency Indemnitees. In the event the Agency Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's breach of this agreement the Consultant shall provide a defense to the Agency Indemnitees. The Agency shall have the right to be represented by its own counsel in connection with any such claim at Agency's sole cost and expense.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

b. If the services are being performed as part of an applicable "public works" or "maintenance" project and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

16. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

17. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

18. Organization

Consultant shall assign **Eyal Leeder** as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

19. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

20. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Big Bear Lake  
39707 Big Bear Boulevard  
Big Bear Lake, California 92315

Attn: Larry Vaupel, Director of Tourism

CONSULTANT:

Deckard Technologies, Inc.  
1620 Fifth Ave, Suite #400  
San Diego, CA 92101

Attn: Eyal Leeder

## Management

and shall be effective upon receipt thereof.

### 21. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

### 22. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

### 23. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

### 24. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

### 25. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

### 26. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

### 27. Time of Essence

Time is of the essence for each and every provision of this Agreement.

### 28. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

### 29. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF BIG BEAR LAKE  
AND DECKARD TECHNOLOGIES, INC.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF BIG BEAR LAKE

**DECKARD TECHNOLOGIES, INC.**

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Frank Rush, Jr.  
City Manager

---

PRINTED NAME:

TITLE:

ATTEST:

---

Erica Stephenson  
City Clerk

---

PRINTED NAME:

TITLE:

APPROVED AS TO FORM:

---

Stephen Deitsch  
City Attorney

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Kelly Ent  
Director of Administrative Services

## EXHIBIT A

### Scope of Services

#### STATEMENT OF WORK

This Statement of Work (“SOW”) will be effective as of the last date of signature below, and upon execution will be incorporated into and extend the original Master Services Agreement between Deckard Technologies, Inc. and City of Big Bear Lake (“Client”) dated 3/2/2021. Capitalized terms used in this SOW will have the same meaning as set forth in the Agreement.

**1. Short Term Rental Service.** Client desires to engage Deckard to use the Platform to prepare real estate property value assessments for vacation rentals (“VRs”) on all identifiable properties within the Designated Geography (Incorporated Limits of the City of Big Bear Lake) based upon publicly available data and such other data relevant to the Designated Geography to be provided to Deckard by Client (the “Reports”). The Reports shall at a minimum:

- 1.1. How many VRs are currently active in the Designated Geography;
  - 1.2. The aggregate revenue from actively listed bookings;
  - 1.3. The average number of nights booked per reservation;
  - 1.4. The platforms used by VR hosts;
  - 1.5. Average daily rates;
  - 1.6. Booking trends during the Reporting Period;
  - 1.7. Identify, by address, the following violations of VR ordinances within the Designated Geography;
    - 1.7.1. Listings or advertisements that do not include a VR permit number;
    - 1.7.2. Listings or advertisements that represent or offer occupancy in excess of the occupancy maximums in the Designated Geography;
    - 1.7.3. Properties advertised as STRs that are only permitted as long term rentals; and
    - 1.7.4. Properties advertising self-check-in.
  - 1.8. Identify the actively listed STRs by month and address;
  - 1.9. The total number of properties actively listed in the Designated Geography each month during the Reporting Period;
  - 1.10. List the property owners;
- 2. Designated Geography.** City of Big Bear Lake
- 3. Reporting Period.** Provided in the Rentalscape Platform with downloadable features
- 4. Frequency.** Deckard will deliver the Reports on a weekly/monthly basis on in the Rentalscape Platform or to Client upon request
- 5. Fees; Payments.**

**5.1.** Annual Subscriptions: \$62,500 for monitoring previously identified properties provided by the Client to Deckard with Parcel Number, Address and online ad, and \$17,500 for properties that are listed as a VR and not previously identified.

**5.2.** Maximum Price: In no event will the total subscription fees in the first year exceed \$80,000, per proposal price.

**5.3.** Timing: Client will pay the annual subscription fees within 30 days of receipt of invoices from Deckard.

All terms and conditions of the Agreement will apply to this SOW.

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

Item	Unit cost – Year 1	Unit cost – Year 2	Unit cost – Year 3
Rentalscape system setup (Inc. address identification with County APN)	\$17,500 (at \$35/ property/year)	\$17,500 (at \$35/ property/year)	\$17,500 (at \$35/ property/year)
Compliance monitoring for identified properties (currently 2500 properties have already been identified)	\$62,500 (at \$25/property/year)	\$62,500 (at \$25/property/year)	\$62,500 (at \$25/property/year)
System Access: - Unlimited users - Unlimited Reports - Dedicated Account Manager	Included	Included	Included
Web Portal	Included	Included	Included
Future Booking Identification	Included	Included	Included
Past 12-month detailed booking information	Included	Included	Included
Reporting Module	Included	Included	Included
Coordination with City Staff	Included	Included	Included
Booking Analytics	Included	Included	Included
<b>Total Amount</b>	<b>\$80,000</b>	<b>\$80,000</b>	<b>\$80,000</b>



## ATTACHMENT 2

Professional  
Services  
Agreement with  
Deckard  
Technologies

## MASTER PROFESSIONAL SERVICES AGREEMENT

This Master Professional Services Agreement (the "Agreement") is made and entered into as of 3/2/2021 (the "Effective Date") by and between Deckard Technologies, Inc., a Delaware corporation ("Deckard"), having its principal offices located at 1620 5<sup>th</sup> Avenue, Suite 400, San Diego, CA 92101 and City of Big Bear Lake ("Client"), having its principal offices at 39707 Big Bear Blvd, Big Bear Lake, CA 92315.

### RECITALS

**WHEREAS**, Deckard provides advanced data analytics and technology solutions for real estate through its proprietary Rentalscape platform (the "Platform");

**WHEREAS**, Client desires to engage Deckard to perform the services described in SOWs attached to this Agreement in accordance with the terms and conditions hereof;

**NOW THEREFORE**, the parties hereby agree as follows:

#### 1. Statement of Work.

1.1. Client hereby retains Deckard and Deckard hereby agrees to use the Platform to perform certain data analytics services (the "Services"), which shall be specified in writing in statement(s) of work executed by the parties hereto (each an "SOW"). The SOW for the initial Services to be performed by Deckard is attached hereto as **Exhibit A**. Each subsequent SOW shall be signed by both parties and shall set forth, upon terms mutually agreeable to the parties, the specific Services to be performed by Deckard, the timeline and schedule for the performance of such Services and the compensation to be paid by Client to Deckard for the provision of such Services, as well as any other relevant terms and conditions. If a SOW includes the development of specific work product, the specifications of such work product shall be set forth on the relevant SOW. The parties shall attach a copy of each Statement of Work to this Agreement and each such SOW shall be incorporated herein by reference. Any changes to a SOW shall be in writing, executed by each party (each a "Change Order"), attached to the original SOW and incorporated therein and attached hereto as part of **Exhibit A**. All such executed SOWs and Change Orders are subject to the terms and conditions of this Agreement, are incorporated herein, and made a part hereof. In the event of any conflict between the terms of this Agreement and any SOW or Change Order the terms of this Agreement shall control.

1.2. Deckard agrees to apply Deckard's best efforts to the performance of Services under this Agreement competently and professionally, and will deliver the work product as set forth in the applicable SOW. Deckard shall devote such time and attention to the performance of Deckard's duties under this Agreement, both within and outside normal working hours, as shall reasonably be required by Client, or as customary in the software industry.

**2. Performance of Services.** In carrying out the Services, Deckard shall at all times fully comply with any and all applicable codes, laws and regulations and, if applicable, the rules of the site at which the Services are performed. Deckard shall provide a project manager who shall oversee the day-to-day performance of the Services and ensure the orderly performance of the Services consistent with each SOW and this Agreement. Deckard's project manager shall reasonably cooperate with Client's project manager and keep him or her fully apprised of the day-to-day progress of the work, including:

2.1. Disclosing any concerns or problems, likely problems or anticipated or foreseeable problems with the project;

2.2. Delivering periodic status reports if required by a SOW;

2.3. Giving prompt notice of any meetings (including any meetings held by video or telephone or other means) to be held with Client's customers;

2.4. Providing a summary of any meetings held with any Client customer which Client's project manager did not attend; and

2.5. Promptly notifying Client of any changes to the Services requested by the Client.

### **3. Fees.**

3.1. Client shall pay all fees in the amount and in the time periods set forth in the applicable SOW. In no event shall the fees payable to Deckard hereunder exceed any maximum amount set out in the SOW. Client shall reimburse Deckard for actual and reasonable expenses incurred in performing the Services that are set forth in an SOW or otherwise approved in advance by Client, including meals, incidental expenses and reasonable travel costs incurred for travel in such amounts as authorized by the Federal or specified State or local travel regulations. Original receipts must be presented with any invoice for such costs and/or expenses and Deckard shall attest that the costs and/or expenses are actual and allocated to the Services.

3.2. Deckard agrees to use commercially reasonable efforts to ensure that invoices comply with the form, timeliness and any supporting certification requirements that are provided to Deckard by Client in writing from time to time during the Term. Unless otherwise specified in an SOW, Client shall pay all invoices within 30 days of Client's receipt of such invoice.

**4. Taxes.** Deckard acknowledges that as an independent contractor, Deckard may be required by law to make payments against estimated income or other taxes due federal, state and other governments. Deckard agrees to bear any and all expenses, including legal and professional fees, increased taxes, penalties and interest that Deckard or Client may incur as a result of any attempt to challenge or invalidate Deckard's status as an independent contractor, and Deckard agrees to defend, and hold Client harmless from any liability thereon.

### **5. Term and Termination.**

5.1. The term of this Agreement ("Term") shall commence on the Effective Date and shall continue in force and effect for a period of one year; the Term shall be automatically renewed thereafter for additional periods of one year each unless terminated by either party by giving written notice of termination to the other party not less than 60 days before the end of the then-current period. Termination shall have no effect on Client's obligation to pay the applicable labor rate with respect to Services rendered prior to the effective date of termination.

5.2. **Termination.** This Agreement shall be terminated as follows:

5.2.1. By either party by giving the other party 60 days prior written notice; provided that, such termination shall not be effective until each and every SOW then

outstanding shall have been fully performed in accordance with the terms and conditions of the SOW;

5.2.2. Upon the entering into or filing by or against either party of a petition, arrangement, or proceeding seeking an order for relief under the bankruptcy laws of the United States, a receivership for any of the assets of the other party, an assignment for the benefit of its creditors, or the dissolution, liquidation, or insolvency of the other party;

5.2.3. Client may terminate this Agreement or any SOW if Deckard materially breaches this Agreement or the applicable SOW and fails to cure such breach to Client's reasonable satisfaction within 30 days of Deckard receipt of written notice thereof; and

5.2.4. By either party upon five days written notice if there are no SOWs then in effect.

5.3. **Continuation.** This Agreement shall continue in full force and effect following the termination of any SOW, unless otherwise agreed by the parties or terminated as provided in Section 5.2.

5.4. **Post Termination Obligations.** Upon the expiration or termination of this Agreement or any SOW for any reason, Deckard shall: **(i)** carry out an orderly winding down of the affected work; **(ii)** deliver to Client the applicable work/deliverables not previously delivered in its then current form and any documents or other information in whatever manner related thereto, **(iii)** return any property of the Client then in Deckard's possession; and **(iv)** submit a final invoice to Client for any Services performed prior to the date of such termination and as otherwise permitted by this Agreement. Client shall pay Deckard those amounts due for Services performed up to the date of termination.

6. **Cooperation.** Deckard expressly agrees that it shall reasonably cooperate with and assist Client in: **(a)** responding to any inquiry or claim by or from any Federal, State or local government agency regarding the performance of this Agreement; and/or **(c)** exercising any rights that Client may have to pursue any remedies available to it under any applicable Federal, State or local law or regulation.

7. **Deckard Personnel.** Deckard shall perform all Services in a professional and workmanlike manner by individuals qualified to perform the Services. Deckard may, at its discretion, subcontract with other companies or individuals to carry out some part of the Services, provided that Deckard shall remain responsible for the oversight of all work performed.

8. **Relationship of the Parties.** Deckard is, and at all times during the term of this Agreement shall be, an independent contractor of Client. Deckard shall not represent to any Client customer or other person or entity that it has any right, power or authority to create any contract or obligation, either express or implied, on behalf of, or binding upon Client or to any way modify the terms and conditions of any SOW. This Agreement shall not create or in any way be interpreted to create a partnership, joint venture, or formal business organization of any kind between the parties.

9. **Representations and Warranties.**

9.1. Deckard represents and warrants that:

9.1.1. Deckard shall perform all Services in a competent, professional, workman-like manner and in accordance with the governing SOW and any applicable industry and/or professional standards;

9.1.2. It has the legal right and authority to enter into this Agreement and perform the Services under any SOW under which it agrees to perform Services;

9.1.3. Upon execution by an authorized representative, this Agreement will be a binding agreement, enforceable against Deckard in accordance with its terms; and

9.1.4. Entering into this Agreement or performing work under a particular SOW shall not violate any agreement (written or implied) with any third party.

9.2. Client represents and warrants that:

9.2.1. It has the legal right and authority to enter into this Agreement and to deliver the Data to Deckard to perform the Services;

9.2.2. Upon execution by an authorized representative, the Agreement will be a binding Agreement, enforceable against Client in accordance with its terms; and

9.2.3. Entering into this Agreement or performing work under a particular SOW shall not violate any agreement (written or implied) with any third party.

These warranties shall survive inspection, acceptance, and payment and are in addition to all other warranties expressed or implied by law.

**10. Nondisclosure of Confidential Information.** During the performance of this Agreement certain proprietary, technical and financial information may be disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") and shall be deemed proprietary if marked with a conspicuous legend identifying it as proprietary or confidential information ("Confidential Information"). The Receiving Party shall not use less than the same efforts to prevent the disclosure of Confidential Information received hereunder as is used to protect its own Confidential Information, and in no event, however, less than a reasonable degree of care. Disclosure of Confidential Information received hereunder shall be restricted to those individuals who are directly participating in the performance of the Services under this Agreement. Confidential Information shall not include information that the Receiving Party can demonstrate by competent evidence is (a) rightfully known to the Receiving Party without obligations of non-disclosure, prior to receipt of such information from the Disclosing Party; (b) independently developed by the Receiving Party without the benefit or use of the Confidential Information furnished by the Disclosing Party, or obtained in good faith from a third party having no obligation to keep such information confidential; or (c) publicly known through no breach of this Agreement. Receiving Party may disclose Confidential Information when required by operation of law or pursuant to the order of a governmental agency, but only upon prior written notice to the other party to allow the other party the opportunity to take appropriate legal measures to protect the Confidential Information. The parties acknowledge that any unauthorized use or disclosure of the Confidential Information may cause irreparable damage to the other Party, for which there is no adequate remedy at law, and shall entitle the other Party to obtain immediate injunctive relief without any requirement to post bond, in addition to all other available remedies.

**11. Liability Limitations; Disclaimer.** ALL DELIVERABLES PROVIDED TO CLIENT BY DECKARD UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE EMPLOYEES, REPRESENTATIVES OR SUBSIDIARIES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, INCIDENTAL OR SPECIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT TO DECKARD UNDER THIS AGREEMENT.

**12. Indemnification.** Deckard shall indemnify and hold Client harmless from and against any third party claims against and damages incurred by Client that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) as a result of **(a)** injury or death to persons, or loss of or damage to property caused by the acts of Deckard or its agents; **(b)** a claim that the Services infringe the intellectual property rights of any third; and **(c)** any violation by Deckard, its employees, agents, representatives or any person or entity acting on its behalf of any, Federal, State and/or local law, or regulation. Deckard shall be entitled to assume control of the settlement, compromise, negotiation and defense of any claim, and in such case, Deckard shall not enter into any settlement of any claim or action that adversely affects Client's business or interests without its prior approval, which shall not be unreasonably withheld or delayed. Client shall indemnify and hold Deckard harmless from and against any third party claims against and damages incurred by Deckard that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) as a result of **(a)** injury or death to persons, or loss of or damage to property caused by the acts of Client, its customers or its agents; **(b)** any violation by Client, its customers, employees, agents, representatives or any person or entity acting on its behalf of any, Federal, State and/or local law, or regulation. Client shall be entitled to assume control of the settlement, compromise, negotiation and defense of any claim, and in such case, Client shall not enter into any settlement of any claim or action that directly affects Deckard's business or interests without its prior approval, which shall not be unreasonably withheld or delayed.

**13. Proprietary Rights.** The results of the Services delivered to Client in the form delivered to Client, including all reports, technical communications, drawings, records, charts, or other materials originated or prepared by Deckard for Client in performing the Services (all of the foregoing, collectively, the "Work Product") shall be the property of Client, and Deckard hereby assigns all rights to such Work Product to Client. Without limiting the generality of the foregoing and subject to Deckard's confidentiality obligations under this Agreement, Client acknowledges that the Work Product will include the aggregation and analysis of certain publicly available data and agrees that nothing contained in this Agreement shall be interpreted to prohibit Deckard from using its technology and other intellectual property to analyze the same or similar publicly available information for third parties. In addition, to the extent that Deckard incorporates any Deckard Property (as defined below), including any pre-existing or copyrighted work of Deckard into the Work Product, such Deckard Property shall remain the property of Deckard. Deckard grants to Client a perpetual, royalty-free, irrevocable, worldwide, non-exclusive license to use such Deckard Property in connection with exercising the rights of ownership granted to Client under this Agreement. In addition, nothing herein shall grant to Client any rights in the Platform or any other proprietary technologies and intellectual property used by Deckard in preparing any Work Product ("Deckard Property").

**14. Governing Law.** This Agreement and all disputes relating to this Agreement shall be governed by the laws of the State of California, except as to any provisions of this Agreement that are properly governed by the laws of the United States. All controversies or disputes arising out of this Agreement shall be heard in either the state or federal courts sitting in San Diego County, California. THE PARTIES HERETO KNOWINGLY AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY.

**15. Assignment.** Deckard shall not assign, transfer or sell its rights or obligations under the Agreement without Client's prior written consent, which shall not be unreasonably withheld; provided that such consent shall not be required if the assignment is in connection with the sale of all or substantially all of Deckard's business to which this Agreement relates, whether by merger, sale of stock, sale of assets or otherwise.

**16. Severability; Survival.** If any part, term, or provision of the Agreement is held invalid or unenforceable for any reason, the remainder of the Agreement shall continue in full force and effect as if the Agreement has been executed with the invalid portion thereof eliminated. Upon termination or expiration of this Agreement, the terms and conditions set out in Sections 5, 7, 8, 11, 14 through 20, 23, 25, 27, 29 and 30 will survive such termination.

**17. Waiver of Breach.** The waiver of a breach of the Agreement or the failure of a party to exercise any right under the Agreement shall in no event constitute a waiver of any other breach, whether similar or dissimilar in nature, or prevent the exercise of any right under the Agreement.

**18. Force Majeure.** Neither party shall be liable for any failure to perform, or delay in performing, any of its obligations hereunder due to causes beyond its reasonable control, and without the fault or negligence of that party. Such causes shall include, without limitation, Acts of God, acts of civil or military authority, fire, flood, epidemic, pandemic, quarantine, freight embargo, civil commotion or acts of war, declared or undeclared.

**19. Compliance with Laws.** Each party agrees to comply with all applicable local, state, and federal laws and executive orders and regulations issued pursuant thereto and agrees to defend, indemnify, and hold the other party harmless from any claim, suit, loss, cost, damage, expense (including reasonable attorney's fees), or liability by reason of the other party's violation of this provision.

**20. Dispute Resolution.** In the event of a claim or dispute between the parties arising under this Agreement, such claim or dispute shall be settled by mutual agreement between the senior management of the parties, and Deckard shall in no way involve Client in any such dispute. If an agreement is not reached within a reasonable time, except as otherwise provided in this section, any dispute concerning the terms and conditions of this Agreement may be resolved by pursuing any right or remedy available at law or in equity in accordance with this Agreement. Deckard shall, at all times, proceed diligently with the performance of the Services hereunder. Notwithstanding the above, Client's contract with a governmental entity may include a disputes clause under FAR 52.233-01 (the "Disputes Clause"), pursuant to which a prime contractor may pursue certain procedures in the event of a dispute between the customer and Client with respect to questions of law or fact relating to the government contract. In such case, all Deckard claims, controversies or disputes concerning matters that are subject to the Disputes Clause of the government contract shall be governed solely by such disputes clause Deckard shall be responsible for providing any and all certifications required by law or Client to enable Client or its

customer to verify, support, or confirm such certifications. Both parties agree that the occurrence of a dispute under the Disputes Clause shall not interfere with either party's performance or other obligations under this Agreement.

**21. Entire Agreement.** This Agreement and each SOW issued hereunder represent the entire understanding and agreement between the parties hereto and supersede all other prior written or oral agreements made by or on behalf of Client or Deckard. In the event of a conflict between the terms and conditions of this Agreement and any SOW, the Agreement shall control, unless the SOW expressly provides that it is intended to modify the Agreement. Deckard's proposals shall not be part of this Agreement unless specifically referenced in the SOW and agreed to in writing by Client. This Agreement may be modified only by written agreement signed by the authorized representatives of the parties.

**22. Communications and Notices.** Other than communications required to be made by Deckard's project manager to Client's project manager, all notices, orders, directives, requests or other communications of the parties in connection with this Agreement shall be in writing and shall be provided as follows:

In the case of Client:

LARRY VAUPEL  
CITY OF BIG BEAR LAKE  
PO BOX 10,000  
BIG BEAR LAKE, CA  
92315

In the case of Deckard:

Nickolas R. Del Pego  
Deckard Technologies, Inc.  
1620 5th Avenue, Suite 400,  
San Diego, California 92101

\_\_\_\_\_  
\_\_\_\_\_

*[Signature Page Follows]*



**IN WITNESS WHEREOF**, Deckard and Client have each caused this Agreement to be executed by their duly authorized representatives, effective as of the dates indicated below

**DECKARD TECHNOLOGIES, INC.**

**CLIENT**

DocuSigned by:  
By: Nickolas Del Pego  
8C1C64FD6EB7489...

By: [Signature]

Print Name: Nickolas R. Del Pego

Print Name: FRANK A. RUSH, JR

Date: 3/2/2021

Date: 3.3.21

Title: CEO

Title: CITY MANAGER

**EXHIBIT A**

**STATEMENT OF WORK**

This Statement of Work ("SOW") will be effective as of the last date of signature below, and upon execution will be incorporated into the Master Services Agreement between Deckard Technologies, Inc. and City of Big Bear Lake ("Client") dated 3/2/2021 (the "Master Agreement"). Capitalized terms used in this SOW will have the same meaning as set forth in the Agreement.

**1. Short Term Rental Project.** Client desires to engage Deckard to use the Platform to identify 50 STRs that are currently operating in violation of the short-term vacation rental laws in the Designated Geography, based upon publicly available data processed using the Platform as well as such other data relevant to the Designated Geography as provided by Client (the "Project"). In order to complete the Project, Client agrees to provide Deckard with the addresses of all licensed STRs in the Designated Geography. Upon approval of the Client, Deckard shall serve notice to the owners of illegal STRs via US Mail on a form approved by the Client.

**2. Designated Geography.** City of Big Bear Lake, CA

**3. Term.** The Project shall commence on the date that this SOW is signed by both parties and shall continue for a period of up to 90 days from such date.

**4. Frequency.** The results of the Project will be available to Client through the Rentalscape platform during the Term of the Master Agreement.

**5. Fees; Payments.**

**5.1.** 50 STRs at a price of \$500 per STR, for a total fee of \$25,000 (the "Fee").

**5.2.** Client will pay the Fee within 30 days of receipt of an invoice therefor.

All terms and conditions of the Master Agreement will apply to this SOW. This SOW will be effective as of the date of the last signature below.

**SOW AGREED TO AND ACCEPTED BY:**

**DECKARD TECHNOLOGIES, INC.**

**CLIENT**

DocuSigned by:  
By: Nickolas Del Pego  
8C1C64FD6EB7489...

By: FRANK A. RUSH, JR

Print Name: Nickolas R. Del Pego

Print Name: FRANK A. RUSH, JR

Date: 3/2/2021

Date: 3-3-21

Title: CEO

Title: CITY MANAGER



CITY OF  
**BIG BEAR LAKE** *California*

**MEETING DATE:** October 4, 2021

**TO:** Honorable Mayor Herrick and Members of the City Council

**FROM:** Frank A. Rush, Jr., City Manager

**SUBJECT:** City Manager Comments – Item 1.5

**RESOLUTION AUTHORIZING SUBMITTAL OF A CLAIM FOR GRANT FUNDS FROM  
THE 2017 TRANSPORTATION DEVELOPMENT ACT (TDA) ARTICLE 3  
PROGRAM FOR THE NEW MOUNTAIN TRANSIT BUS STOP**

**ACTION TO BE CONSIDERED**

City Council will consider a formal resolution authorizing submittal of a grant reimbursement claim to the San Bernardino County Transportation Authority (SBCTA) for the new Mountain Transit bus stop located in front of the Stater Bros. market on Big Bear Boulevard. In 2017, the City was awarded \$87,000 from the SBCTA Article 3 Transit Stop Access Program for the new bus stop, which has been constructed by Mountain Transit, in partnership with the City. The City would submit the claim in the amount of \$87,000, and these funds would then be remitted to Mountain Transit for bus stop project costs.

**RECOMMENDED MOTION(S)**

Motion to adopt the Resolution Authorizing Submittal of a Claim for Grant Funds from the 2017 Transportation Development Act (TDA) Article 3 Program for the New Mountain Transit Bus Stop.

**RESPONSIBLE STAFF** Sean Sullivan, Director of Public Services  
Ruth Lorentz, Principal Planner

**ADDITIONAL CITY MANAGER COMMENTS**

None.



# CITY OF **BIG BEAR LAKE** *California*

**MEETING**

**DATE:** October 4, 2021

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Frank A. Rush, Jr., City Manager

**FROM:** Sean Sullivan, Director of Public Services  
Ruth Lorentz, Principal Planner

**SUBJECT:** Resolution Authorizing Submittal of a Claim for Grant Funds from the 2017 Transportation Development Act (TDA) Article 3 Program for the New Mountain Transit Bus Stop

**BACKGROUND**

In 2017, San Bernardino County Transportation Authority (SBCTA) released a Call for Projects for the Transportation Development Act (TDA) Article 3 Guidelines for Transit Access projects. At that time, Mountain Transit requested the City's partnership in submitting a grant application for the construction of a new bus stop and access improvements on Big Bear Boulevard in the vicinity of the Stater Bros. shopping center. Mountain Transit developed the project plans and committed to the required funding match, and committed that they would be responsible for the execution of the project. The City submitted a grant application in July 2017 and received approval of grant funds in the amount of \$87,000 in October 2017. Subsequently, Mountain Transit moved forward on obtaining approvals from Caltrans for a bus stop location adjacent to the Stater Bros. shopping center, at 42171 Big Bear Boulevard (Assessor's Parcel Number 0311-404-02). As of August 2021, construction on the project has been completed.

**DISCUSSION**

Initially, the project scope contained a bus stop location on the boulevard at the Vons shopping center as well as the Stater Bros. shopping center. However, due to the grant's funding limitations, the project was scaled back to one bus stop location. The project, which was funded, managed, and constructed by Mountain Transit, was completed in August this year. The City executed an Agreement for the disbursement of funds with Mountain Transit on August 25, 2021. The grant program requires the City to adopt a resolution to delegate authority for the filing of a claim to receive the grant funds. The grant also requires formal verification of project completion. The attached resolution satisfies those requirements so that the City can move forward with the claim process and provide the grant reimbursement to Mountain Transit.

The project was directed and overseen by Mountain Transit, and they retained and managed the work of the contractor on this project. The work was completed in August 2021 and was subject to inspection by and approval of the California Department of Transportation (Caltrans), the City of Big Bear Lake Building and Safety Division, and the City of Big Bear Lake Engineering Division. All necessary approvals for this project have been received by the indicated agencies and

the work is regarded as complete.

### **FISCAL IMPACT**

This item has no fiscal impact to the City. All grant funds will be received by the City and remitted to Mountain Transit.

### **ENVIRONMENTAL CONSIDERATIONS**

The authorization to file a grant claim for project completion is not a project pursuant to Section 15061(b)(3) of California Environmental Quality Act (CEQA) Guidelines.

### **ATTACHMENTS**

1. Resolution No. 2021-XX
2. City of Big Bear Lake Agreement No. A2021-31
3. Transportation Development Act (TDA) Article 3 Approval Letter 10/16/2017

# ATTACHMENT 1

Resolution No.  
2021-XX



CITY OF  
**BIG BEAR LAKE** *California*

**RESOLUTION NO. 2021-XX**

**RESOLUTION AUTHORIZING SUBMITTAL OF A CLAIM  
FOR GRANT FUNDS FROM THE 2017 TRANSPORTATION  
DEVELOPMENT ACT (TDA) ARTICLE 3 PROGRAM FOR  
THE NEW MOUNTAIN TRANSIT BUS STOP**

**WHEREAS**, on July 7, 2017, the City of Big Bear Lake, in partnership with Mountain Transit, applied for Transportation Development Act (TDA) Article 3 grant funds administered by the San Bernardino County Transportation Authority (SBCTA), under the Transit Stop Access category; and

**WHEREAS**, Mountain Transit proposed to provide the required matching funds and all efforts to construct a new bus stop and bus stop access improvements on Big Bear Boulevard, adjacent to 42171 Big Bear Boulevard (Stater Bros. Shopping Center; Assessor's Parcel Number 0311-404-02); and

**WHEREAS**, on October 16, 2017, the City was notified that the SBCTA's Board of Directors approved funding for the project in the amount of \$87,000; and

**WHEREAS**, Mountain Transit has completed construction of the bus stop project and entered into an Agreement with the City for the disbursement of the grant in August of 2021; and

**WHEREAS**, the grant program requires an authorizing resolution and formal verification of the project completion in order to submit a claim for the grant award of \$87,000; and

**WHEREAS**, the City will provide all necessary documentation to submit the claim for the grant funds and will remit all collected grant funds to Mountain Transit; and,

**WHEREAS**, the authorization to file a grant claim for project completion is not a project pursuant to Section 15061(b)(3) of California Environmental Quality Act (CEQA) Guidelines.

**NOW, THEREFORE, BE IT RESOLVED BY** the City Council of the City of Big Bear Lake hereby delegates the authority to the City Manager, or his designee, to complete and execute all necessary documents required to submit a claim for grant funds from the 2017 Transportation Development Act (TDA) Article 3 program for the Mountain Transit Bus Stop.

**PASSED, APPROVED AND ADOPTED** this 4<sup>th</sup> day of October, 2021.

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Rick Herrick, Mayor





## ATTACHMENT 2

### Pass through Grant Agreement

**PASS-THROUGH GRANT AGREEMENT**  
**BETWEEN**  
**THE CITY OF BIG BEAR LAKE, CALIFORNIA**  
**AND**  
**MOUNTAIN AREA REGIONAL TRANSIT AUTHORITY**  
**FOR**  
**BIG BEAR BOULEVARD SHOPPING CENTER BUS PROJECT**

**THIS PASS-THROUGH GRANT AGREEMENT (hereafter “Agreement”)** is made by and between the **CITY OF BIG BEAR LAKE, CALIFORNIA** (hereafter “CITY”), a charter city and municipal corporation organized under the Constitution and laws of the State of California, and **MOUNTAIN AREA REGIONAL TRANSIT AUTHORITY** (hereafter “SUBRECIPIENT”), a joint powers agency organized under the Constitution and laws of the State of California. CITY and SUBRECIPIENT are individually referred to herein as “Party” and collectively referred to herein as the “Parties”.

**RECITALS:**

**WHEREAS**, the CITY is the primary recipient of funding in the amount of eighty-seven thousand dollars and zero cents (\$87,000) under the San Bernardino County Transportation Authority (“SBCTA”)’s Article 3 Transit Stop Access Program (the “Grant”) to be used for the Big Bear Boulevard Shopping Center Project, which will involve the installation of a new bus stop to be located at Parcel No. 0311-404-02-0000 (the “Project”); and

**WHEREAS**, while the CITY will be receiving the Grant, the CITY is partnering with SUBRECIPIENT to undertake the Project, and

**WHEREAS**, pursuant to the terms of this Agreement, SUBRECIPIENT will be responsible for the Project and the CITY will reimburse the SUBRECIPIENT for Project cost, up to the amount of the Grant.

**AGREEMENT:**

**NOW, THEREFORE**, based on the forgoing recitals and the following promises and covenants the Parties agree:

1. **Project.** SUBRECIPIENT shall undertake and complete the Project, including the installation of the bus stop. SUBRECIPIENT shall complete the Project by December 31, 2021.
2. **Reimbursement.** The CITY shall reimburse the SUBRECIPIENT for the cost of the Project, up to the amount of the Grant, upon receipt of an invoice from the SUBRECIPIENT. If Project costs exceed the amount of the Grant, the SUBRECIPIENT shall submit an invoice to CITY in the amount of the Grant. Said invoice shall delineate show the total cost of the Project minus SUBRECIPIENT's share of the expenses. Moreover, any invoice submitted by SUBRECIPIENT must be submitted within thirty (30) days of completion of the Project and must include supporting documentation for any expenses claimed and invoiced to the CITY. Supporting documentation must be sufficient to show that the expenses were specifically incurred and paid in connection with the Project.
2. **Additional Obligations of Subrecipient.** Pursuant to, and to the extent provided in, this Agreement, Subrecipient shall take the following actions:
  - a. Provide the CITY all information that is reasonably needed for the CITY's performance of its obligations hereunder and pursuant to the Grant.
  - b. Ensure that all aspects of the Project and any aspect of SUBRECIPIENT's participation in this Agreement and the actions contemplated of SUBRECIPIENT by this Agreement will be in compliance with the terms of the Grant and with all applicable law.
3. **Insurance.** SUBRECIPIENT shall require all contractors or consultants hired to perform work or services on the Project to obtain and require their sub-consultants and sub-contractors to obtain, insurance of the types and in the amounts described below and satisfactory to the CITY. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.
  - a. **Commercial General Liability Insurance.** Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:
    - (1) Name the CITY, its officials, officers, employees, agents, and consultants as insured with respect to performance of the work or services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;
    - (2) Be primary with respect to any insurance or self-insurance programs covering the CITY, its officials, officers, employees, agents, and consultants; and
    - (3) Contain standard separation of insured provisions.

- b. Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
  - c. Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than \$1,000,000.00. Professional liability insurance shall only be required of design or engineering professionals.
  - d. Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.
4. Indemnification by Subrecipient. SUBRECIPIENT shall defend (with counsel of the CITY's choosing), indemnify and hold the CITY, its officials, officers, employees, agents, and consultants free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of or incident to any intentional or negligent acts, errors or omissions of the SUBRECIPIENT, its officials, officers, employees, agents, and consultants related to a breach of this Agreement or any act or omission arising out of the activities governed by this Agreement. The SUBRECIPIENT's obligation to indemnify includes without limitation the payment of all consequential damages and reasonable attorneys' fees, expert witness fees and other related costs and expenses of defense. The SUBRECIPIENT shall defend, at its own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the CITY, its officials, officers, employees, agents, and consultants. The SUBRECIPIENT shall pay and satisfy any judgment, award or decree that may be rendered against the indemnified Party, its officials, officers, employees, agents, and consultants in any such suits, actions or other legal proceedings. SUBRECIPIENT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the other Party, its officials, officers, employees, agents, and consultants.
5. Successors and Assigns. The SUBRECIPIENT binds themselves, their successors, assignees, executors and administrators in respect to all covenants of this Agreement. The SUBRECIPIENT shall not sign, sublet or transfer their interest in this Agreement without the written consent of the CITY.
6. Entire Agreement. This Agreement represents the entire and integrated agreement between parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by all parties.
7. Grant Application and Applicable Law. The CITY's Grant application and all applicable federal, state and local statutes and regulations are incorporated into this Agreement by this reference and are binding upon the SUBRECIPIENT.

8. **Notices.** Any notice to be given by any Party hereunder must be given in writing and delivered in person, or by a reputable nationwide overnight courier (e.g., Federal Express), or forwarded by certified or registered mail, postage prepaid, return receipt requested, or transmitted by electronic mail, unless the party giving such notice has been notified, in writing of a change of address:

<p>CITY:</p> <p>City of Big Bear Lake  P.O. Box 10000  Big Bear Lake, CA 92315  Attn: City Manager</p>	<p>SUBRECIPIENT:</p> <p>Mountain Area Regional Transit Authority  P.O. Box 1501  Big Bear Lake, CA 92315  Attn: General Manager</p>
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Any such notice is effective on the date on which such notice is delivered, if notice is given by personal delivery or overnight courier, or electronic transmission (with electronic confirmation of receipt) or if notice is sent through the United States mail, on the date of actual delivery as shown by the addressee’s receipt or upon the expiration of three (3) calendar days following the date of mailing, whichever first occurs.

9. **Assumption of Risk.** THE CITY EXPRESSLY DISCLAIMS AND SUBRECIPIENT EXPRESSLY ASSUMES ANY AND ALL LIABILITY FOR DEATH, PERSONAL INJURY OR PROPERTY DAMAGE TO THIRD PARTIES OR TO SUBRECIPIENT ARISING FROM OR IN CONNECTION WITH ANY AND ALL ASPECTS OF THE PROJECT, INCLUDING, BUT NOT LIMITED, THE INSTALLATION OF THE BUS STOP.

10. **Termination.** This Agreement may be terminated upon any of the following conditions:

- (A) If, for any cause, the SUBRECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the SUBRECIPIENT shall violate any of the covenants, agreements, or stipulations contained herein, the CITY shall have the right to terminate this Agreement if such default or violation is not corrected within twenty (20) days after written notice is sent to the SUBRECIPIENT describing such default or violation.
- (B) The CITY may terminate this Agreement without recourse in the event that, for any reason, Grant funds are not appropriated, allotted, or available to the CITY for the purpose of meeting the CITY’s obligation hereunder. The CITY will provide written notice of such termination to the SUBRECIPIENT at least five (5) days prior to the effective date of termination.
- (C) Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least forty-five (45) days in advance of such termination date.

IN WITNESS WHEREOF, the Parties hereunto have caused this Agreement to be executed by their proper officials thereunto duly authorized as of the dates below indicated, in consideration of the mutual covenants, promises and representations herein.

**CITY OF BIG BEAR LAKE, CALIFORNIA:**

Frank Rush  
Frank Rush (Aug 25, 2021 17:01 PDT)

Frank A. Rush, Jr., City Manager

Date: Aug 25, 2021

**ATTEST:**

Erica Stephenson  
Erica Stephenson (Aug 30, 2021 11:38 PDT)

Erica Stephenson, City Clerk

Date: Aug 30, 2021

**APPROVAL AS TO FORM:**

Stephen P. Deutsch  
Stephen Deutsch, City Attorney

Date: August 25, 2021

**MOUNTAIN AREA REGIONAL TRANSIT AGENCY:**

Sandy Benson  
Sandy Benson, General Manager

Date: 8/23/2021

Jim Miller  
Jim Miller, Chairman of the Board

Date: 8-24-2021

# ATTACHMENT 3

TDA Article 3  
Approval Letter

October 16, 2017

Ruth Lorentz  
City of Big Bear  
P.O. Box 10000  
Big Bear Lake, CA 92315

Dear Ms. Lorentz:

Congratulations, it is our pleasure to inform you that the San Bernardino County Transportation Authority (SBCTA) Board of Directors approved funding from the Transportation Development Act (TDA), Article 3 Transit Stop Access Program, for the Big Bear Blvd. Shopping Centers Bus Stop in an amount of \$87,000.

The TDA Article 3 award is considered a grant and is paid through a reimbursement process and the filing of a TDA claim, including proper documentation of project expenditure. The award is for a maximum reimbursable amount. Should your project exceed the maximum reimbursable amount, SBCTA will not provide any additional reimbursement. For projects completed under the awarded amount, SBCTA will reimburse your agency for the LTF share of the project using the match percentage of 50% identified in your grant application. The SBCTA Board also set the period of time for completion of your project to comply with TDA provisions, therefore the project funded under this letter of award must be completed by October 4, 2019.

Your grant allocation amount has been submitted to the auditor controller. At the time of reimbursement request, a completed claim form must be submitted to SBCTA as well as additional documentation supporting your request. Progress payments may be requested for project awards over \$200,000. For questions on reimbursement and next steps for obtaining your allocation and claim form instructions, please contact Nancy Strickert at [nstrickert@gosbcta.com](mailto:nstrickert@gosbcta.com).

We look forward to the rapid implementation of your project. Should you have any questions please contact me at (909) 884-8276 or [cbrown@gosbcta.com](mailto:cbrown@gosbcta.com).

Sincerely,



Cameron Brown  
Senior Planner





CITY OF  
**BIG BEAR LAKE** *California*

**MEETING DATE:** October 4, 2021

**TO:** Honorable Mayor Herrick and Members of the City Council

**FROM:** Frank A. Rush, Jr., City Manager

**SUBJECT:** City Manager Comments – Item 1.6

**RESOLUTION AUTHORIZING PURCHASE AND INSTALLATION OF BACKUP GENERATOR FOR  
SEWER LIFT STATION NO. 12 AND FINDING THE PROJECT EXEMPT FROM CEQA**

**ACTION TO BE CONSIDERED**

City Council will consider a formal resolution authorizing the purchase of a replacement backup generator from Bay Cities Electric Works, Poway, CA, in the amount of \$36,548, and approving an agreement with Big Bear Electric, Big Bear City, CA, in an amount not to exceed \$29,183 for the installation. The sewer lift stations are critical infrastructure to ensure continuous and safe operation of the City's sanitary sewer system, and are equipped with backup electrical generators. The existing backup generator at Lift Station No. 12, located along Cove Drive, no longer functions and is in need of replacement. Sufficient funds for the replacement generator are included in the FY 2021-22 adopted budget and 5-Year Capital Replacement / Improvement Plan. The project is categorically exempt from the California Environmental Quality Act.

**RECOMMENDED MOTION(S)**

Motion to adopt the Resolution Authorizing Purchase and Installation of Backup Generator for Sewer Lift Station No. 12 and Finding the Project Exempt from CEQA.

**RESPONSIBLE STAFF** Sean Sullivan, Director of Public Services  
Jason Watterson, Public Works Operations Manager

**ADDITIONAL CITY MANAGER COMMENTS**

None.



# CITY OF **BIG BEAR LAKE** *California*

## **MEETING**

**DATE:** October 4, 2021

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Frank A. Rush, Jr., City Manager

**FROM:** Sean Sullivan, Director of Public Services  
Jason Watterson, Public Works Operations Manager

**SUBJECT:** Resolution Authorizing Purchase and Installation of Backup Generator for Sewer Lift Station No. 12 and Finding the Project Exempt from CEQA

## **BACKGROUND**

The City's Sanitation Division is responsible for the maintenance of the sanitary sewer system which includes approximately 200 miles of sewer main, more than 3,000 manholes, and 12 sewer lift stations. The sewer lift stations, also known as pumping stations, move wastewater throughout the City's sanitary sewer system and ultimately deposit it in larger trunk lines managed by the Big Bear Area Regional Wastewater Agency. The lift stations are critical resources to keep the wastewater moving through the system and prevent overflows. Given the vital nature of these resources, the City has ensured that redundant electricity is available at each of these sites, either through built-in emergency generators or electrical connections to receive power from portable generators.

In June 2021, the City Council adopted a 5-Year Capital Replacement / Improvement Program, which plans capital spending through FY 2025-26. The capital plan includes an annual allocation for the replacement of backup generating systems at the City's sewer lift stations at a rate of one station per year. The replacement is necessary due to the age, functionality and maintenance concerns, and environmental regulations. For FY 2021-22, staff's plan is to replace the system at Station No. 12, which is in the western portion of the City on Cove Drive. Staff is recommending that the City Council authorize the proposed purchase order and agreement to support the completion of this project.

## **DISCUSSION**

As the City's sanitary sewer system relies heavily upon the functionality of the lift stations, efforts have been made to ensure that each site has access to redundant electricity sources to ensure reliability of operation even during power outages. Of the twelve (12) pump stations, nine (9) have automatic backup generators and three (3) maintain the appropriate connections to accept power from the City's portable generators. Funding is included in the approved capital plan to replace one existing backup generator per year in each of the covered years. For FY 2021-22, staff is proposing to replace the existing generator at Station No. 12. The existing generator at Station No. 12 is thirty-nine (39) years old, has exceeded its functional and useful life, its reliability is diminishing, and maintenance and sourcing of parts have become challenging. In addition, due to

the age of the generator, the system no longer meets the standards set by the South Coast Air Quality Management District (AQMD) related to air quality for generators.

To improve efficiency, namely in operational familiarity, maintenance, and the sourcing of parts, staff has standardized Kohler generators for lift stations and facility uses. The current Kohler generators are appropriately sized to meet the operating needs of the City and meet or exceed all AQMD regulations and standards. As the City is a member agency of Sourcewell, which is a national purchasing collective for use by government agencies for the purchase of goods and services, the City is able to purchase the generator and associated components at a competitively bid contract price. Sourcewell has a contract for the distribution of the necessary Kohler generator available through Bay City Electric Works (Contract No. 120617-KOH), Poway, CA, which offers a price of approximately 30% below list price. The proposal furnished for the generator, automatic transfer switch, fuel tank, freight, and on-site start up is \$36,548.

While the generator distributor will provide onsite start up, the generator needs to be installed by a licensed electrical contractor. The City of Big Bear Lake maintains two (2) on-call electrical contractors who are based within the Big Bear Valley and are licensed to provide electrical services. These firms were contacted to provide a proposal on a scope of work that includes the removal of the existing equipment and the installation of the new, city-furnished generator, automatic transfer switch, and fuel tank. The work includes all necessary electrical connections and installation of the appropriate exhaust components. Ludecke's Electrical Service, Big Bear City, CA, declined to submit a proposal for the work due to a lack of availability given their current workload. Big Bear Electric, Big Bear City, CA, proposed a price of \$29,183 to complete the full scope of work which includes all labor, equipment, and materials. Staff recommends an agreement with Big Bear Electric as described above.

### **FISCAL IMPACT**

The total cost for the purchase and installation of the generator equipment will be \$65,731. The adopted budget for this project is \$75,000 in the Sanitation Fund.

### **ENVIRONMENTAL CONSIDERATIONS**

This project is categorically exempt from the California Environmental Quality Act (CEQA) under Section 15301.b as repair or maintenance of an existing utility system.

### **ATTACHMENTS**

1. Resolution No. 2021-XX
2. Location Map
3. CEQA Notice of Exemption

# ATTACHMENT 1

Resolution No.  
2021-XX



CITY OF  
**BIG BEAR LAKE** *California*

**RESOLUTION NO. 2021-XX**

**RESOLUTION AUTHORIZING PURCHASE AND INSTALLATION  
OF BACKUP GENERATOR FOR SEWER LIFT STATION NO. 12 AND  
FINDING THE PROJECT EXEMPT FROM CEQA**

**WHEREAS**, the City of Big Bear Lake Sanitation Division maintains a sanitary sewer system that includes approximately 200 miles of pipeline, more than 3,000 manholes and twelve (12) lift stations; and

**WHEREAS**, the lift stations are critical infrastructure that move wastewater through the City's sanitary sewer system, ultimately depositing it into trunk lines that are managed by the Big Bear Area Regional Wastewater Authority; and

**WHEREAS**, the functionality of these stations is critical to maintain the movement of wastewater and prevent sewer overflows; and

**WHEREAS**, given the importance of these facilities, they are retrofitted with backup generation or power connectivity to ensure their functionality, even in the event of a power outage; and

**WHEREAS**, funding is included in the approved 5-Year Capital Replacement / Improvement Program to replace one generator system at a lift station each year; and

**WHEREAS**, staff desires to replace the generator at Lift Station No. 12 in FY 2021-22 as the existing generator is thirty-nine (39) years old and has exceeded its functional life, and its reliability and functionality are significantly diminished; and

**WHEREAS**, staff desires to replace this generator with a Kohler Generator, which has become the City standard; and

**WHEREAS**, the generator is available through the City's membership in the Sourcewell purchasing collective from Bay Cities Electric Works, Poway, CA, for a cost not to exceed \$36,548; and

**WHEREAS**, staff has received a proposal from Big Bear Electric, Big Bear City, CA, to complete the necessary installation of the generator at a cost not to exceed \$29,183; and

**WHEREAS**, the necessary funding for these improvements is included in the approved capital plan, with a budget of \$75,000 in the Sanitation Fund.

**NOW, THEREFORE, BE IT RESOLVED BY** the City Council of the City of Big Bear Lake that:

1. The City Manager is authorized to execute a purchase order with Bay Cities Electric Works, Poway, CA, in an amount not to exceed \$36,548 for the identified generator.

2. The City Manager is authorized to execute a contract with Big Bear Electric, Big Bear City, CA, in an amount not to exceed \$29,183 for the installation of the generator.
3. The project is found to be categorically exempt from the California Environmental Quality Act (CEQA) under section 15301.b as repair or maintenance of existing utility systems.

PASSED, APPROVED AND ADOPTED this 4<sup>th</sup> day of October, 2021.

---

Rick Herrick, Mayor

ATTEST:

---

Erica Stephenson, City Clerk

STATE OF CALIFORNIA                                    )  
COUNTY OF SAN BERNARDINO                        ) ss  
CITY OF BIG BEAR LAKE                                )

I, Erica Stephenson, City Clerk of the City of Big Bear Lake, California, do hereby certify that the whole number of the City Council of the said City is five; that the foregoing resolution, being Resolution No. 2021-XX was duly passed and adopted by the said City Council and attested by the City Clerk of said City, all at a regular meeting of the said City held on the 4th day of October, 2021 and that the same was so passed and adopted by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

---

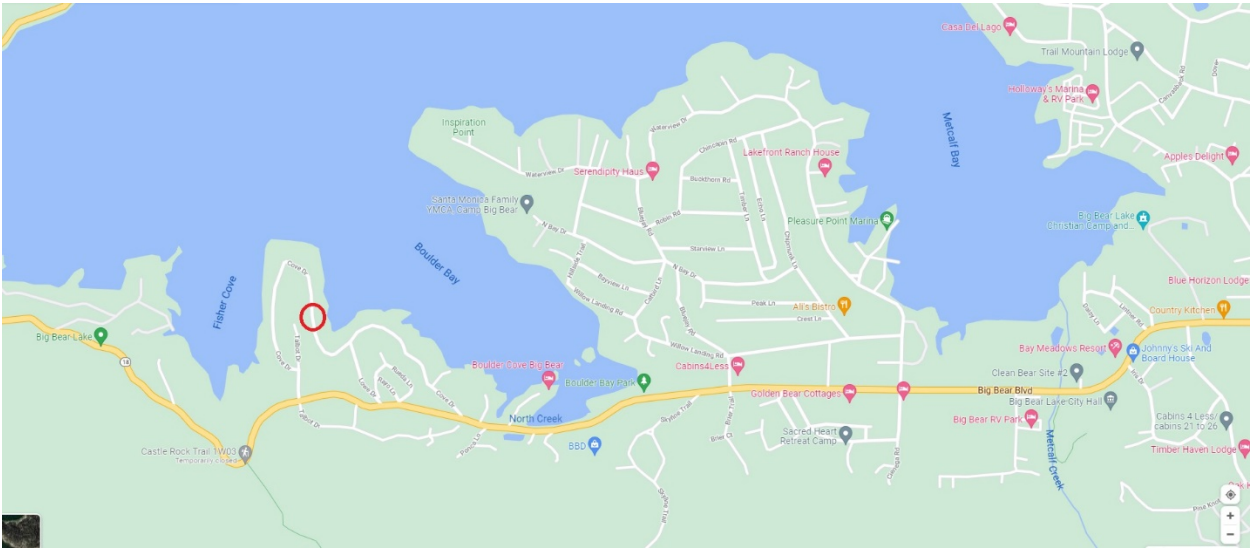
Erica Stephenson, City Clerk

# ATTACHMENT 2

## Location Map

# Sewer Lift Station No. 12

## Location Map



## Street View





# ATTACHMENT 3

## CEQA Notice of Exemption

**CEQA NOTICE OF EXEMPTION**

TO: Clerk of the Board of Supervisors  
County of San Bernardino  
385 N. Arrowhead Avenue, 2nd Floor  
San Bernardino, CA 92415-0130

FROM: Engineering Division  
City of Big Bear Lake  
P. O. Box 10000  
Big Bear Lake, CA 92315

Project Title:

Purchase and Installation of Backup Generator for Sewer Lift Station No. 12

Project Location - Specific:

Near the Intersection of Cove Drive and East Landing

Description of Project:

This project involves the removal of the existing equipment and the installation of a new generator, automatic transfer switch and fuel tank to an existing Sanitary Sewer Lift Station.

Name of Public Agency Approving Project:

City of Big Bear Lake, City Council

Exempt Status: (check one) (State type and section number)

XX Categorical Exemption. Section: 15301.b

Reasons why project is exempt:

These repairs are categorically exempt from the California Environmental Quality Act (CEQA) under section 15301.b as repair of an existing utility system.

Lead Agency or Contact Person:

Sean Sullivan  
Director of Public Services

Area Code/Telephone/Extension

(909) 866-5831 ext. 113

Date: October 4, 2021

Signature:

---

Sean Sullivan, Director of Public Services



CITY OF  
**BIG BEAR LAKE** *California*

**MEETING DATE:** October 4, 2021

**TO:** Honorable Mayor Herrick and Members of the City Council

**FROM:** Frank A. Rush, Jr., City Manager

**SUBJECT:** City Manager Comments – Item 2.1

**2022 CITY COUNCIL REDISTRICTING**

**ACTION TO BE CONSIDERED**

City Council will conduct a public hearing, receive an overview, and formally begin the City's upcoming redistricting process. All California public agencies that hold elections by district must ensure that their district boundaries are mapped according to the latest U.S. Census results. Decennial redistricting is required in an effort to balance the City's population within the 5 Council districts and ensure proper consideration for communities of interest. This will be the first of four required public hearings scheduled to allow for Council and community engagement, discussion, and legally-compliant district development.

**RECOMMENDED MOTION(S)**

Receive a report from the City's redistricting consultant on the redistricting process and permissible criteria to be considered to redraw district boundaries, and conduct a public hearing to receive public input on district boundaries.

**RESPONSIBLE STAFF** Erica Stephenson, City Clerk / Director of Human Resources

**ADDITIONAL CITY MANAGER COMMENTS**

Scott Smith, a partner at Best Best & Krieger, will attend the October 4 Council meeting to address the Council and respond to any questions.



# CITY OF **BIG BEAR LAKE** *California*

## **MEETING**

**DATE:** October 4, 2021

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Frank A. Rush, Jr., City Manager

**FROM:** Erica Stephenson, City Clerk / Director of Human Resources

**SUBJECT:** 2022 City Council Redistricting

## **BACKGROUND**

In November 2017, the City first began the process of transitioning from at-large elections to district-based elections. In January 2018, the City Council approved Ordinance No. 2018-459 officially changing the City to by-district elections and adopting the City's current district map. Pursuant to Election Code section 21601, cities with by-district election systems are required to redraw their district boundary maps on a decennial basis to ensure compliance with the California and Federal Voting Rights Acts. The process to complete the redistricting requires a minimum of four public hearings and dedicated public outreach to ensure minority populations and communities of interest are aware of the redistricting effort and are provided with options to participate.

## **DISCUSSION**

Every 10 years, cities with by-district election systems must use new census data to review and, if needed, redraw district lines to reflect how local populations have changed. This process, called redistricting, ensures all districts have a nearly equal population. The redistricting process for the City of Big Bear Lake must be completed by April 17, 2022.

As previously stated, the City adopted its current district boundaries in 2018, based on 2010 census data as required by law. The districts must now be redrawn using the 2020 census data and in compliance with the FAIR MAPS Act, which was adopted by the California legislature as AB 849 and took effect January 1, 2020.

Under the Act, the City Council shall draw and adopt boundaries using the following criteria in the listed order of priority (Elections Code 21621(c)):

1. Comply with the federal requirements of equal population and the Voting Rights Act
2. Be geographically contiguous
3. Undivided neighborhoods and "communities of interest" (socio-economic geographic areas that should be kept together)
4. Display easily identifiable boundaries
5. Be compact (do not bypass one group of people to get to a more distant group of people)

6. Shall not favor or discriminate against a political party

Once the prioritized criteria are met, other traditional districting principles can be considered, such as:

1. Minimize the number of voters delayed from voting in 2022 to 2024
2. Respect voters' choices/continuity in office
3. Future population growth

By law, the City must hold at least four public hearings that enable community members to provide input on the drawing of district maps:

- At least one hearing must occur before the city or county draws draft maps
- At least two hearings must happen after the drawing of draft maps and the fourth hearing can happen either before or after the drawing of draft maps
- City staff or consultants may hold a public workshop instead of one of the required public redistricting hearings

To increase the accessibility of these hearings, cities and counties must take the following steps:

- At least one hearing must occur on a Saturday, Sunday, or after 6:00 p.m. on a weekday
- If a redistricting hearing is consolidated with another local government meeting, the redistricting hearing must begin at a pre-designated time
- Local public redistricting hearings must be made accessible to people with disabilities

The purpose of this public hearing is to inform the public about the districting process and to hear from the community on what factors should be taken into consideration while creating district boundaries. The public is requested to provide input regarding communities of interest and other local factors that should be considered while drafting district maps. A community of interest under the relevant Elections Code for cities (Section 21621(c)) is, "a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation."

Possible features defining community of interest might include, but are not limited to:

1. School attendance areas;
2. Natural dividing lines such as major roads, hills, or highways;
3. Areas around parks and other neighborhood landmarks;
4. Common issues, neighborhood activities, or legislative/election concerns; and
5. Shared demographic characteristics, such as:
  - Similar levels of income, education, or linguistic insolation;
  - Languages spoken at home; and
  - Single-family and multi-family housing unit areas.

## Next Steps

On November 1, 2021, the City Council will conduct Public Hearing #2 to seek additional public input and provide direction on criteria to be considered while drafting district maps. Following that hearing, draft district maps and proposed election sequencing will be posted to the City website and available at City Hall.

The dates for Public Hearings #3 and #4 to consider draft maps are yet to be determined however will be scheduled following the demographic review of the recently released 2020 Census data and the drafting of revised district boundary maps. At these hearings the Council may also discuss adjusting the sequencing of district elections so as to balance the number of officers on the ballot at any given election. Any changes to the current sequencing of district elections would be made part of the final ordinance adopting the revised district boundaries.

### **FISCAL IMPACT**

There is no fiscal impact associated with this agenda item.

### **ENVIRONMENTAL CONSIDERATIONS**

None requiring review under the California Environmental Quality Act.

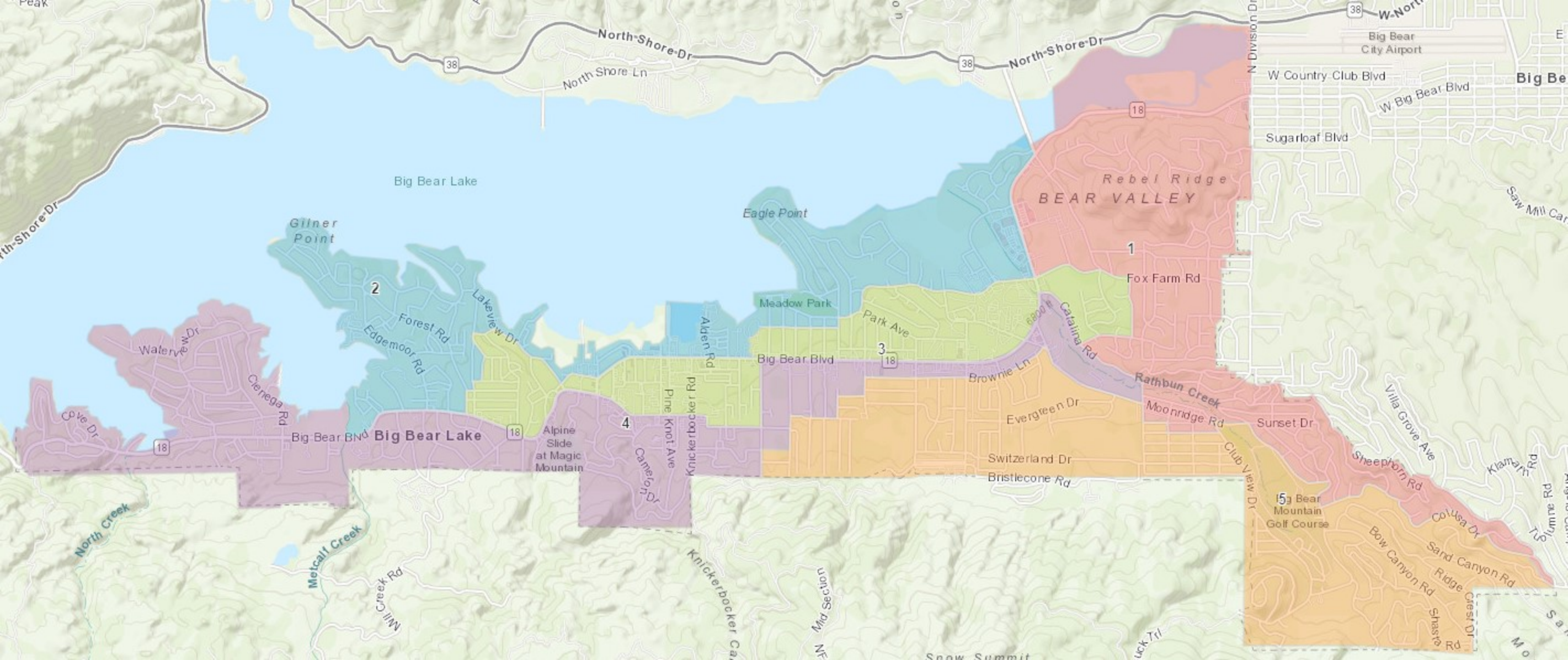
### **ATTACHMENT**

1. Current City Council District Map

# ATTACHMENT 1

## Current City Council District Map





Big Bear Lake

Eagle Point

Meadow Park

Rebel Ridge  
BEAR VALLEY

Big Bear Lake

Alpine Slide  
at Magic Mountain

Bear Mountain  
Golf Course

1

2

4

3

15

Fox Farm Rd

Waterville Dr

Cienega Rd

Edgemoor Rd

Forest Rd

Lakeview Dr

Camelot Dr

Pine Knot Ave

Knickerbocker Rd

Alpen Rd

Big Bear Blvd

Park Ave

Brownie Ln

Catalina Rd

Evergreen Dr

Switzerland Dr

Bristlecone Rd

Rathbun Creek

Moonridge Rd

Sunset Dr

Sheephorn Rd

Collusa Dr

Bow Canyon Rd

Sand Canyon Rd

Ridge Crest Dr

Shasta Rd

38

18

18

18

18

15

Big Bear  
City Airport

W Country Club Blvd

W Big Bear Blvd

Sugarloaf Blvd

Big Be

Saw Mill Ca

Villa Grove Ave

Klamath Rd

Tuslume Rd

M o

Snow Summit

Luck Trl

Mid Section

Knickerbocker Ca

Mill Creek Rd

Motcalf Creek

North Creek

North Shore Dr

North Shore Dr  
North Shore Ln

North Shore Dr

N Division Dr

W-North

Big Bear  
City Airport

W Country Club Blvd

W Big Bear Blvd

Sugarloaf Blvd

Big Be

Saw Mill Ca

Villa Grove Ave

Klamath Rd

Tuslume Rd

M o

Snow Summit

Luck Trl

Mid Section

Knickerbocker Ca

Mill Creek Rd

Motcalf Creek

North Creek

North Shore Dr

North Shore Dr  
North Shore Ln

North Shore Dr

N Division Dr

W-North





# CITY OF **BIG BEAR LAKE** *California*

**MEETING DATE:** October 4, 2021

**TO:** Honorable Mayor Herrick and Members of the City Council

**FROM:** Frank A. Rush, Jr., City Manager

**SUBJECT:** City Manager Comments – Item 3.1

## **2021-22 WINTER TRAFFIC MANAGEMENT, PARKING, AND ENFORCEMENT PLANS**

### **ACTION TO BE CONSIDERED**

City Council will receive an overview of the Big Bear Mountain Resorts (BBMR) winter Traffic Management Plan, which has been designed by BBMR, the City, the Sheriff's Department, and consultants to optimize traffic flow during the peak winter season. The plan is similar to last year's plan, and includes the use of traffic control signage, BBMR staff, and Sheriff's Department staff to efficiently route traffic visiting Snow Summit and Bear Mountain. The City is also working with map application companies to implement the display of residential street closures on popular map applications, in an effort to deter visitor traffic from utilizing residential neighborhoods. In addition, the City will deploy additional Sheriff's Department staff to popular snow play locations (Boulder Bay Park, Tulip Lane near Aspen Glen, The Village and Cherry Lane, and the Stanfield area) to enforce parking restrictions and prevent illegal snow play activities at these locations.

City Council will consider a resolution authorizing a formal Traffic Management and Parking Agreement with Big Bear Mountain Resorts. The agreement is similar to last year's agreement, and allows BBMR to engage in traffic control in several areas near the ski resorts and remote parking lots, in partnership with the City and the Sheriff's Department.

City Council will consider a resolution authorizing full reimbursement of actual traffic management costs incurred by the City via its contract with the San Bernardino County Sheriff, estimated at approximately \$150,000 annually. All Sheriff's Department costs associated with winter traffic management near Snow Summit and Bear Mountain are funded 100% by BBMR.

### **RECOMMENDED MOTION(S)**

Motion to adopt the Resolution Authorizing a Traffic Management and Parking Agreement with Big Bear Mountain Resorts.

Motion to adopt the Resolution Authorizing an Agreement with Big Bear Mountain Resorts to Reimburse the City for Traffic Management Services Provided by the San Bernardino County Sheriff's Department.

**RESPONSIBLE STAFF** Sean Sullivan, Director of Public Services

### **ADDITIONAL CITY MANAGER COMMENTS**

A copy of the draft 2021-22 winter Traffic Management Plan is attached for City Council's review, and includes information on BBMR parking lots, graphics indicating traffic flow, the positioning of Sheriff's Department personnel, and more.

Council should note that the attached 2021-22 Traffic Management Plan does not reflect that Mountain Transit will now provide all shuttle service from BBMR's remote parking lots to the base of Snow Summit and Bear Mountain, and that BBMR will no longer utilize the "cattle cars". This change is not expected to impact the logistics of the plan, but is expected to result in improved shuttle service.

Council should also note that the section of the plan referencing Mountain Transit was prepared prior to the recent approval of the enhanced public transit service, and does not reflect the increased coverage and frequency of service that will be provided free for the passenger. It is our hope that overnight visitors to Big Bear may use the enhanced public transit service to get from their second home, vacation rental, or hotel / motel / lodge room to Snow Summit or Bear Mountain, especially considering that it's free, it will take them directly to the base of each resort, and they won't have to pay to park at a BBMR parking lot only to then get on a Mountain Transit shuttle to get to the base of each resort. To the extent that more overnight visitors take advantage of the enhanced public transit service, there will be fewer vehicles parking at one of BBMR's parking lots and less strain on the Traffic Management Plan. Visit Big Bear will be working to promote this option to overnight guests throughout the winter season.



# CITY OF **BIG BEAR LAKE** *California*

## **MEETING**

**DATE:** October 4, 2021

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Frank A. Rush, Jr., City Manager

**FROM:** Sean Sullivan, Director of Public Services

**SUBJECT:** 2021-22 Winter Traffic Management, Parking, and Enforcement Plans

## **BACKGROUND**

The Big Bear Valley is a popular year-round, four-season resort with a peak season during the winter months. Visitors flock to the mountains to visit the resorts, play in the snow, or experience the winter conditions. Winter weather and visitor management is a coordinated effort between multiple agencies including Caltrans, San Bernardino County Sheriff's Department, Big Bear Mountain Resort, Mountain Transit, the City of Big Bear Lake, local businesses, and multiple other stakeholders that meet and coordinate throughout the year.

The key efforts for winter season management are focused on snow removal, traffic management, and code compliance. As the City Council has been previously briefed on snow removal, this report will focus on the Traffic Management Plan for the winter resort operations and other City efforts to address winter visitor impacts.

Big Bear Mountain Resorts (BBMR) operates two ski and snowboard resorts, Bear Mountain and Snow Summit. The resort season is generally from November through March, dependent upon weather conditions. In response to traffic impacts and conditions that occurred in the 2016-17 season, the implementation of a new Traffic Management Plan (TMP) began in 2017-18 as a coordinated effort between BBMR, the San Bernardino County Sheriff's Department, and the City. In the summer of 2018, this TMP was reviewed and revised by a consulting engineering firm and has been the baseline plan for each of the last three (3) seasons, with minor operating modifications. BBMR intends to again implement this plan for the 2021-22 winter season with the support of the City and the Sheriff's Department. A copy of the draft 2021-22 Traffic Management Plan is attached.

## **DISCUSSION**

Big Bear Mountain Resorts (BBMR) will generally operate from November through March dependent upon the weather conditions. Over the course of the season, the resorts will generate traffic impacts based upon several factors, including weather and mountain conditions as well as weekends and holidays. The 150-day season is generally distributed with 120 non-peak days, 20-25 peak days, and about 5 maximum days. The peak days are typically weekends and holidays as well as the period around Christmas and the New Year. Maximum days typically occur during the weekends and holidays but are also driven by the weather and mountain conditions.

The (TMP) is generally focused on getting visitors to the appropriate locations by following the signs and traffic control personnel that are deployed throughout the City, based upon the parking plan that is implemented for that day. The TMP outlines the appropriate deployment of directional signage and changeable message signs (CMS), the plan for filling parking facilities based upon anticipated crowds for each day, as well as the deployment of traffic control resources from both BBMR and the Sheriff's Department. At a minimum, directional signage and traffic control resources are deployed on each day that BBMR operates and, as the anticipated crowds increase, additional traffic control equipment and support from the Sheriff's Department is deployed. For this upcoming season, the implementation of the TMP will be consistent with the previous years' implementation.

One notable change for this upcoming season includes a partnership between BBMR and Mountain Transit for all shuttling of resort visitors. Mountain Transit will now operate all parking shuttles on behalf of the resort. In addition, Mountain Transit is working on other public transportation programs and options to move residents and visitors throughout the Big Bear Valley, including linking them to the resorts.

Additionally, City staff are currently working with map application companies (Apple Maps, Google Maps) to implement the display of residential street closures on these apps. City staff are working with these companies to implement protocols that will enable the City staff to program the temporary closure of certain street segments into the app(s) in real time and/or for prescribed time periods. It is hoped that these additional efforts will help to deter visitors from utilizing residential neighborhoods, and keep them on main roads and consistent with the winter Traffic Management Plan.

The City again plans to deploy 4 dedicated Sheriff personnel to high visitation areas on weekends and holidays to assist in keeping order, enforce parking restrictions, and prevent illegal snow play. Officers will be assigned to Boulder Bay Park, the Tulip Lane / Aspen Glen area, The Village and Cherry Lane, and the Stanfield area. The City implemented this approach during the winter 2020-21 season, and it was effective in reducing and resolving concerns in these locations. Additionally, when current Public Works staffing vacancies are ultimately filled, 4 new dedicated park attendants will be assigned to Boulder Bay Park, Rotary Park / Veterans Park, around The Village, and the Stanfield area, and these new park attendants will also be tasked with keeping order at these City facilities.

City Council will consider two resolutions that would approve agreements to support the implementation of the Traffic Management Plan. The first is a Traffic Management and Parking Agreement with BBMR, which provides BBMR a revocable license to control traffic and parking along City streets as well as utilize a portion of public streets for private parking. This agreement is consistent with the previously approved agreement and no changes are requested for this season. The second is a reimbursement agreement with BBMR to recover the City's costs incurred by the San Bernardino County Sheriff's Department for the implementation of the TMP. On the peak and maximum days for which the Sheriff's Department personnel will be required to assist with the provision of Traffic Control, the Sheriff's Department will bill the City for the associated costs under the existing law enforcement contract. Upon the receipt of those costs, BBMR will reimburse the City accordingly.

## **FISCAL IMPACT**

The City incurs minor labor and equipment costs for Public Works staff to place signage and assist the Sheriff's Department with setup of traffic management plan features.

The FY 2021-22 City budget includes a total of \$210,000 for Sheriff's Department overtime to provide service at high visitation areas. The FY 2021-22 budget includes funding for 4 deputies, approximately 8 hours per day, for up to 25 weekends per year, and most service will occur during the winter season.

The FY 2021-22 City budget includes a total of approximately \$317,000 for the 4 new park attendants. The 4 new park attendants will provide service year-round at the designated locations.

The total cost of traffic management services provided by the Sheriff's Department for BBMR is estimated at approximately \$150,000. These costs are included in the City's FY 2021-22 budget, and are supported by reimbursement of 100% of these costs by BBMR.

## **ENVIRONMENTAL CONSIDERATIONS**

None requiring review under the California Environmental Quality Act.

## **ATTACHMENTS**

1. Resolution No. 2021-xx Authorizing a Traffic Management and Parking Agreement with Big Bear Mountain Resorts
2. Resolution No. 2021-xx Authorizing an Agreement with Big Bear Mountain Resorts to Reimburse the City for Traffic Management Services Provided by the San Bernardino County Sheriff's Department
3. Draft BBMR 2021-22 Traffic Management Plan

# ATTACHMENT 1

Resolution  
Authorizing a  
Traffic  
Management and  
Parking  
Agreement with  
BBMR



CITY OF  
**BIG BEAR LAKE** *California*

**RESOLUTION NO. 2021-XX**

**RESOLUTION AUTHORIZING A TRAFFIC MANAGEMENT AND  
PARKING AGREEMENT WITH BIG BEAR MOUNTAIN RESORTS**

**WHEREAS**, pursuant to previous agreements, the City of Big Bear Lake has delegated to Big Bear Mountain Resorts (BBMR) certain rights to control traffic and parking over certain public streets adjacent to the operations of Snow Summit and Bear Mountain; and

**WHEREAS**, previous agreements delegate certain authority to BBMR to implement traffic control, parking plans, and utilize portions of public streets for private parking purposes; and

**WHEREAS**, Big Bear Mountain Resorts is prepared to implement the winter Traffic Management Plan consistent with previous years; and

**WHEREAS**, Big Bear Mountain Resorts has worked closely with the City and the Sheriff's Department on the design and implementation of this plan; and

**WHEREAS**, neither party desires any changes to the agreement from the previous agreement; and

**WHEREAS**, an updated winter 2021-22 Traffic Management Plan is attached to this resolution; and

**WHEREAS**, both parties mutually agree to execute a new agreement, consistent with the terms of the previous agreement, through the 2021-22 winter season.

**NOW, THEREFORE, BE IT RESOLVED BY** the City Council of the City of Big Bear Lake that the City Manager is authorized to execute a Traffic Management and Parking Agreement with Big Bear Mountain Resorts through the period ending May 31, 2022.

**PASSED, APPROVED AND ADOPTED** this 4<sup>h</sup> day of October, 2021.

---

Rick Herrick, Mayor

ATTEST:

---

Erica Stephenson, City Clerk





## ATTACHMENT 2

Resolution  
Authorizing an  
Agreement with  
BBMR to  
Reimburse the  
City for Sheriff  
Services



CITY OF  
**BIG BEAR LAKE** *California*

**RESOLUTION NO. 2021-XX**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH BIG BEAR MOUNTAIN RESORTS TO REIMBURSE THE CITY FOR TRAFFIC MANAGEMENT SERVICES PROVIDED BY THE SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT**

**WHEREAS**, Big Bear Mountain Resorts (BBMR) operates both Bear Mountain and Snow Summit Ski Resorts which attract large volumes of annual visitor traffic; and

**WHEREAS**, BBMR, the Sheriff's Department, and the City of Big Bear Lake have worked to develop a Traffic Management Plan for managing traffic impacts during the peak winter season; and

**WHEREAS**, implementation of the Traffic Management Plan requires the assistance of the San Bernardino County Sheriff's Department personnel on designated peak and maximum days throughout the winter season; and

**WHEREAS**, the City of Big Bear Lake maintains an agreement with the San Bernardino County Sheriff's Department for law enforcement services; and

**WHEREAS**, the San Bernardino County Sheriff's Department submits billing to the City of Big Bear Lake for all routine and extra services under this agreement, including winter traffic control activities; and

**WHEREAS**, BBMR has agreed to reimburse the City of Big Bear Lake for all costs associated with the assistance of the San Bernardino County Sheriff's Department in implementing the winter Traffic Management Plan.

**NOW, THEREFORE, BE IT RESOLVED BY** the City Council of the City of Big Bear Lake that the City Manager is hereby authorized to execute an agreement with Big Bear Mountain Resorts to reimburse the City for cost of traffic management services provided by the San Bernardino County Sheriff's Department.

PASSED, APPROVED AND ADOPTED this 4<sup>th</sup> day of October, 2021.

---

Rick Herrick, Mayor

ATTEST:

---

Erica Stephenson, City Clerk



# ATTACHMENT 3

## Draft Traffic Management Plan



# REVISED 09-15-21 **DRAFT**

## BIG BEAR MOUNTAIN RESORTS

### 2021/2022

## TRAFFIC MANAGEMENT PLAN



# 2021/2022 Big Bear Mountain Resorts Traffic Management Plan



## TRAFFIC MANAGEMENT PLAN 2021/2022 SKI SEASON

As a mitigation measure for Big Bear Mountain Resort (Resort) expansion, projects 89-86/SA and 90-42/GPA and ZC, condition #4 requires that Big Bear Mountain Resort submit to City of Big Bear Lake staff an annual Traffic and Circulation Management Plan. The enclosed report follows the instruction of the conditions, and each section of the report corresponds to the City staff direction. As directed by the Big Bear Lake City Council in 2017 this report has been updated to include reports on last season's parking operations. The Resort and their parking staff have honed their ability to park cars efficiently over the last 50 years so after a thorough review of Resort parking procedures a more proactive approach will be taken to help Resort customers arrive and depart Big Bear Valley as efficiently as possible. This Traffic Management Plan (TMP) has merged the TMPs from Bear Mountain and Snow Summit into a singular TMP to aid in efficiency of implementation. After the 2017/18 winter season a debriefing was held with the City of Big Bear Lake Planning Department, Public Works, the Sheriff and BBMR parking management to review traffic operations from the previous winter season. This group has continued to work together to maximize traffic operations valley wide and together the previous parties listed above worked well together to maximize traffic flow and minimize congestion and disruption to locals and businesses while keeping safety of personnel and guest experience the top priorities.

# 2021/2022 Big Bear Mountain Resorts Traffic Management Plan



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SECTION A	Purpose of Report
SECTION B	Circulation To and From Resorts
SECTION C	Sequencing of Filling Lots
SECTION D	Traffic Control Procedures
SECTION E	Shuttle Operations
SECTION F	Resident Traffic Procedures
SECTION G	Circulation System for Drop-Off
SECTION H	Previous Season Data
SECTION I	Traffic Demand Mgmt. Techniques
SECTION J	Exhibits of Traffic Circulation

# 2021/2022 Big Bear Mountain Resorts Traffic Management Plan



## SECTION A

### PURPOSE OF REPORT

This report serves two purposes, first the satisfaction of the condition #6 of the staff report for 98-86/SA and second to satisfy condition #6 of the road maintenance agreement between the City of Big Bear Lake and Big Bear Mountain Resorts. Both conditions request specific information about the parking and traffic management plan for the upcoming ski season. This is an annual process, and has been requested since the 1988 ski season with Bear Mountain Ski Resort. The following pages contain information addressing the old agreement. The goal is that with cooperation from the City of Big Bear Lake, San Bernardino County Sheriff, CHP, CALTRANS, Mountain Transit, Local Lodging and the Resort, traffic impacts on Holiday, Peak, and Event weekends can be mitigated as efficiently as possible with the least congestion. The Resort realizes that it does have an impact on traffic since it parks several thousand cars on a typical busy ski day, however some of the traffic is non-Resort guests who are up for snow play activities or just general tourism. By directing Resort guests to use alternate routes and parking Resort guests as efficiently as possible the Resort will help reduce overall congestion. The Resort also realizes that every ski day does not constitute a need for full implementation of the TMP. This TMP details 3 levels of TMP practices to be implemented. The 3 levels are NON-PEAK, PEAK and MAXIMUM days. The ski season is approximately 150 days long and the breakdown is as follows; approximately 120 NON-PEAK Days, 25-30 PEAK Days and it is possible to have approximately 5 MAXIMUM Days depending on weather and road conditions.



# 2021/2022 Big Bear Mountain Resorts Traffic Management Plan



## SECTION B

### CIRCULATION TO AND FROM RESORTS

Resort guests reach the Big Bear Valley through three main routes, SR330/18 from San Bernardino, SR18 from Lucerne Valley, and SR38 from Redlands. Based on traffic counts over the past 20 years, we know that the majority of the traffic comes through the San Bernardino SR330/18 route. Our efforts will focus on reduction of Resort traffic using SR330/18 since it is always the most congested for busy arrival and busy departure periods.

Resort guests leave via the same 3 roads. We strongly encourage and advertise alternate routes, specifically SR38 and the north shore. We will continue these efforts and utilize new methods to assist Resort guests in finding the most efficient way possible to both arrive and leave Big Bear Valley.

The Resort encourages traffic to stay out of the residential areas and on main roads, but many long time Resort guests, residents, and employees know the back routes.

# 2021/2022 Big Bear Mountain Resorts Traffic Management Plan



## SECTION C

### SEQUENCE OF FILLING PARKING LOTS FOR **BOTH** BBMR RESORTS

In 2017 the concept of “Comingled” parking was proposed by BBMR COO and President Wade Reeser. This meant BBMR guests would be parked in ANY parking lot regardless of which resort they intended to visit and would take the corresponding shuttle to the resort of their choice. Comingling guests in parking lots meant no sorting of cars as they exited city streets and entered parking lots and less queuing and less congestion, cars were simply moved off the street and parked as fast as safely possible. This method proved very efficient and despite having to run shuttles to both resorts longer it helped increase parking efficiency and reduce sorting and congestion. We will continue to Comingle parking for the upcoming winter season. Comingling only takes place **DURING PEAK/MAXIMUM** days.

### SEQUENCE OF FILLING PARKING LOTS FOR **NON PEAK DAYS:**

#### **BEAR MOUNTAIN**

Parking areas listed below are in the sequence in which they are parked.

MAIN LOT- Located at the base of the Resort. Capacity – 450

GOLF CLUB HOUSE- Fronting Resort from the North, this includes the 65 spots to the south facing the golf course Capacity – 452

LOWER CLUB VIEW- North of Club House lot east side of Club View St.  
Capacity – 83

CEDAR CLUB LOT – **ONLY USED DURING PEAK/MAXIMUM**

MOONRIDGE LOT- North of Moonridge Rd. Capacity –1197

BACKWARD LOOK LOT- on Moonridge Rd. Capacity –400+

Total available **NON PEAK PARKING: 2582**



SEQUENCE OF FILLING PARKING LOTS FOR **NON PEAK DAYS:**

**SNOW SUMMIT**

Parking areas listed below are in the sequence which they are parked.

MAIN BASE LOT – Located at the base of the Resort. Capacity – 827

TENNIS COURTS – Fronting Resort from the Northeast Capacity – 55

SUMMIT BLVD. – Parking on side of street Capacity – 120

BROWNIE LANE LOT – Northeast of resort between Summit Blvd and Moonridge Rd. Capacity – 701

FOX FARM (GARSTIN) LOT- North resort on Fox Farm RD. Entrance of lot is on Garstin Rd. Capacity – 712

Total available **NON PEAK PARKING 2415.**

SEQUENCE OF FILLING PARKING LOTS FOR **PEAK/MAXIMUM DAYS:**

**BOTH BBMR RESORTS (COMINGLED)**

Parking areas listed below are in the sequence in which they are parked, note some of these lots are parked simultaneously and this is a rough guide for the filling sequence and any lot may be Comingled, although Paid parking in the Main Base lots tend to be Resort specific.

**BOTH** : MAIN BASE LOTS- Located at the base of each Resort.

Capacity –Bear : 450 Summit : 827

**BEAR** : GOLF CLUB HOUSE LOT- Fronting Resort across Goldmine Dr., this includes the 65 spots to the north facing the golf course

Capacity – 452

# 2021/2022 Big Bear Mountain Resorts Traffic Management Plan



**SUMMIT** : TENNIS COURTS – Fronting Resort from the Northeast  
Capacity – 55

**BEAR** : UPPER CLUB VIEW – Located south of Goldmine Dr.  
Capacity – 65

**BEAR** : LOWER CLUB VIEW- North of Club House lot east side of Club View St.

Capacity – 83

**SUMMIT** : SUMMIT BLVD. –Parking on side of street

Capacity – 120

**BEAR** : CEDAR CLUB LOT – Adjacent to the driving range fronting on Club View Dr.

Capacity – 84

**SUMMIT** : BROWNIE LANE LOT – Northeast of resort between Summit Blvd and Moonridge Rd.

Capacity – 701

**BEAR/SUMMIT** : MOONRIDGE LOT- North of Moonridge Rd.

Capacity –1197

**BEAR/SUMMIT** : FOX FARM (GARSTIN) LOT- North of resort on Fox Farm Rd. Entrance of lot is on Fox Farm Rd.

Capacity – 712

**BACKWARD LOOK LOT** :- North of Moonridge Rd. and West of Apples Bed and Breakfast. This lot was expanded to hold 400+ vehicles.

Capacity – 400+

Total available **PEAK/MAXIMUM PARKING BOTH RESORTS (COMINGLED): 5146**



### **SUMMARY NON PEAK PARKING BEAR MOUNTAIN**

Once the Main lot is filled, the Golf Club House lot is then parked. Lower Club View is used at a relief valve. Guests usually self-park this area. On days designated **NON PEAK PARKING** and when Golf Club House is approximately 70% at capacity, traffic control personnel are put on stand-by and are in the position to begin parking the lower areas beginning with the Moonridge lot. This should be more than enough capacity for a **NON PEAK PARKING** day, most **NON PEAK** days do not require remote lots and shuttling operations. This procedure will minimize the impact to the businesses and residents located in the Moonridge Corridor.

### **SUMMARY NON PEAK/PEAK PARKING SNOW SUMMIT**

Once the Main Base Lot is filled Summit Blvd (Side of the street parking) is used as a relief valve prior to the parking control getting in position to accept guests at Brownie Lane Lot. Once Summit Blvd. is 70% filled parking control is dispatched and ready to receive cars at Brownie Lane Lot and they begin parking Brownie Lane when Summit Blvd. has reached capacity. ADA, Drop offs and Select parking is allowed to continue up Summit Blvd. and Radio communication is used to notify parking staff at the Main Base Lot to receive these specific guests.

### **SUMMARY PEAK/MAXIMUM PARKING BOTH RESORTS (COMINGLED)**

#### **ALL LOTS PAID PARKING**

The Main Base lots are normally Paid Parking on **PEAK/MAXIMUM DAYS** so they are open and parking sellers are available as early as 630 am. When the Main Base Lots and Golf Clubhouse Lot reach capacity, ALL guests are directed to remote lots that are currently being parked, with

## 2021/2022 Big Bear Mountain Resorts Traffic Management Plan



some guests being parked in the Brownie Lane Lot and some guests being directed to the Moonridge Lot. When the Brownie Lane Lot is at capacity ALL guests are directed to park in the Moonridge Lot. When the Moonridge Lot reaches approximately 80% capacity guests are directed to Fox Farm Rd. and Big Bear Blvd. instead of turning on Moonridge Rd. This “flipping of the switch” and changing of the CMS signage along the Blvd. directs guests to the Fox Farm Lot. There are normally enough cars queued on Moonridge Rd. and Rathbun Ct. to fill the remainder of the Moonridge Lot without having to redirect guests from the Moonridge Lot to the Fox Farm lot. The parking control staff toggles between the remote lots as they fill to make sure there are always adequate parking control staff when a lot begins to be parked. It should also be noted that lots NOT being parked are gated to prevent guests and non BBMR resort guests from self parking.

# 2021/2022 Big Bear Mountain Resorts Traffic Management Plan



## SECTION D

### TRAFFIC CONTROL PERSONNEL PROCEDURES

#### TRAINING

Traffic control personnel receive a minimum of 16 hours training, divided into two parts, classroom and hands on work in the field. Training and safety meeting are held on a weekly basis, and are required for all Transportation and Traffic control personnel. In addition to Big Bear Mountain Resorts' training requirements, traffic controllers are required to participate in a course sponsored by the San Bernardino County Sheriff's Office. San Bernardino County Sheriff has trained BBMR management on the latest traffic control procedures and traffic safety techniques, BBMR management reteaches these Sheriff classes each season to new and returning traffic control personnel. It is Big Bear Mountain Resorts intention that only quality, competent personnel are placed as traffic controllers. For the 2019/20 winter season BBMR parking personnel and SBCo Sheriff worked very well together. It is the intention of BBMR to continue to supplement Parking Control with 8 Sheriff Deputies on **PEAK AND MAXIMUM DAYS** as outlined in this report. Sheriff's Captain will have discretion on number of deputies needed.

#### TRAFFIC CONTROL STATIONS **BEAR MOUNTAIN**

**GOLDMINE DR. AND MAIN LOT ENTRANCE** – The traffic controller positioned at this intersection directs traffic into either the Main Base Lot or the Club House lot. Controllers are also positioned at the west and east gates of the Main Lot in order to direct guests to the main lot for ADA parking and Drop Off and Pick Up.

**GOLF CLUB HOUSE-** The traffic controller at the south entrance to this lot directs guests into the lot from Goldmine Dr. Parking controllers in various locations in this lot that direct the guests into the area that is being filled.

**MOONRIDGE LOT** –Traffic controllers are positioned at the “Y” intersection of Club View St. and Moonridge Rd. As the Golf Club House lot reaches full

# 2021/2022 Big Bear Mountain Resorts Traffic Management Plan



capacity, or traffic backs up on Moonridge Rd., traffic signs are turned so that they are visible to oncoming traffic (refer to section on signs). The traffic controller then directs guest traffic to turn left on Rathbun Ct., allowing residents and drop off traffic to continue through on Moonridge Rd to Club View Dr. Guest traffic enters Moonridge lot on Rathbun Ct. Parking attendants are positioned inside the lot to direct traffic to the area of the lot that is currently being filled. After parking, guests travel to the ski resort by complimentary shuttles (refer to section E shuttles).

## TRAFFIC CONTROL STATIONS **SNOW SUMMIT**

**SUMMIT BLVD. AND BROWNIE LANE-** The sheriff's deputy positioned at this intersection on peak times, holidays, and most weekends. The deputy directs guests headed to the resort based on Paid Parking, ADA Parking or Drop Off and Pick Up.

**SUMMIT BLVD. AND MAIN LOT ENTRANCE –** The traffic controller positioned at this intersection directs guests into the Main Lot to park or drop-off. Controllers are also positioned at the west and east gates of the Main Lot in order to direct guests to the main lot. Parking controllers are positioned in the lot to guide guests to park.

**BROWNIE LN. –** The traffic controller positioned here guides guest coming from Moonridge Rd. into Brownie Lane Lot. The controller also assists the entry/exit of the complimentary shuttles to transport guests to and from the resort. Parking controllers are positioned in the lot to guide guests to open parking spots.

**MOONRIDGE RD. –** As parking in the BROWNIE LN. lot nears capacity, or traffic backs up on Brownie Ln the sheriff deputies then direct guest traffic to proceed up Moonridge Rd., where they are directed into the Moonridge Lot.

**FOX FARM RD. –** When Moonridge Lot is 80% full, parking attendants take up position in the Fox Farm lot and prepare to accept cars. Traffic flows down Fox Farm Rd. and guests enter from the East entrance and are directed by traffic controllers where to park.



# 2021/2022 Big Bear Mountain Resorts Traffic Management Plan



**SIGNS-** Signs are set up prior to operations 7 days a week. Bright orange Cal-Trans type signs are strategically placed allowing for ample reaction time, and giving highest visibility to oncoming traffic. On **PEAK/MAXIMUM** days, the City of Big Bear Lake and Sheriff provide Changeable Message Signs (CMS) These signs are placed by the City of Big Bear Lake Public Works Dept. and operated by the Sheriff to display the correct messages depending on which remote parking lots are currently being parked.



Select Pass  
Parking &  
Drop Off

Paid  
Parking



Example of a Changeable  
Message Sign (CMS)

# 2021/2022 Big Bear Mountain Resorts Traffic Management Plan



## SECTION E

### SHUTTLE OPERATIONS

All Big Bear Mountain Resort shuttle drivers are required to possess a current Class-A or Class-B or Class-C commercial driver's license with the proper endorsements. In addition to this requirement, shuttle drivers receive specific training regarding driving on icy roads and in snowy conditions. The training program consists of classroom and practical exercises.

#### SHUTTLE CIRCULATION PROCEDURES **BEAR MOUNTAIN**

When the remote parking areas are used, complimentary shuttles are provided to transport guests who park in these areas to and from the resort. Club View Dr. and Moonridge Rd. are the primary routes shuttles travel on and are updated by radio communications as they might arise throughout the day.

#### SHUTTLE CIRCULATION PROCEDURES **SNOW SUMMIT**

When the remote parking areas are used, complimentary shuttles are provided to transport guests who park in these areas to and from the resort. Summit Blvd, Garstin Rd, and Brownie Ln are the primary routes shuttles travel on and are updated by radio communications as they might arise throughout the day.

Since the 2019/20 winter season shuttles have transported guests to BOTH resorts from ALL parking lots since parking was Comingled. The system worked very well and will be implemented again during this upcoming winter season.

# 2021/2022 Big Bear Mountain Resorts Traffic Management Plan



## INTERMOUNTAIN SHUTTLE **BOTH RESORTS**

A complimentary shuttle runs between Snow Summit and Bear Mountain. Guests have the ability to use their tickets or passes at each resort. The shuttle leaves Snow Summit at the top and bottom of every hour and leaves Bear Mountain at the :15 and :45 of each hour.



# 2021/2022 Big Bear Mountain Resorts Traffic Management Plan



## SECTION F

### SYSTEM FOR RESIDENT TRAFFIC

Our current system is based on the traffic controller's ability to distinguish a guest vehicle from a resident's. This is relatively easy to do, based on the ski racks, ski clothing and a number of other telltale signs. Usually, a resident will drive by the controller and say "I'm a resident", and the traffic controller allows them to pass. Barricades are also set up on side streets off of Moonridge Rd and Summit Blvd that direct non resident traffic towards the resort parking lots.



"Road Closed to Thru Traffic Residents Only"



# 2021/2022 Big Bear Mountain Resorts Traffic Management Plan

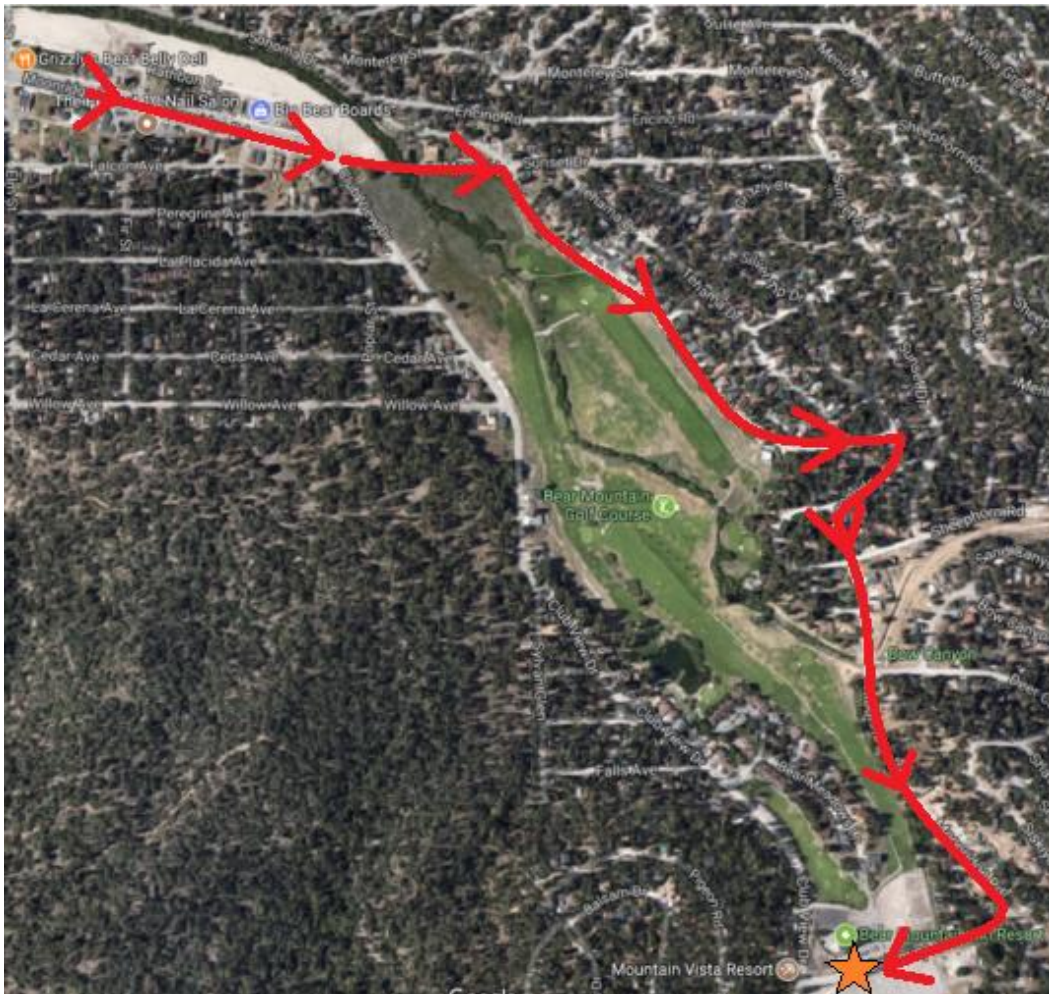


## SECTION G

### CIRCULATION SYSTEM FOR DROP-OFF TRAFFIC

#### NON PEAK/MAX : BEAR MOUNTAIN

When the upper lots are full we encourage drop-off traffic through signage and direction. The preferred route is Moonridge Rd to Goldmine Dr., and to enter the drop-off area through the main entrance of the Main Lot. The south side of Goldmine Dr. is signed “10 min Drop Off”.



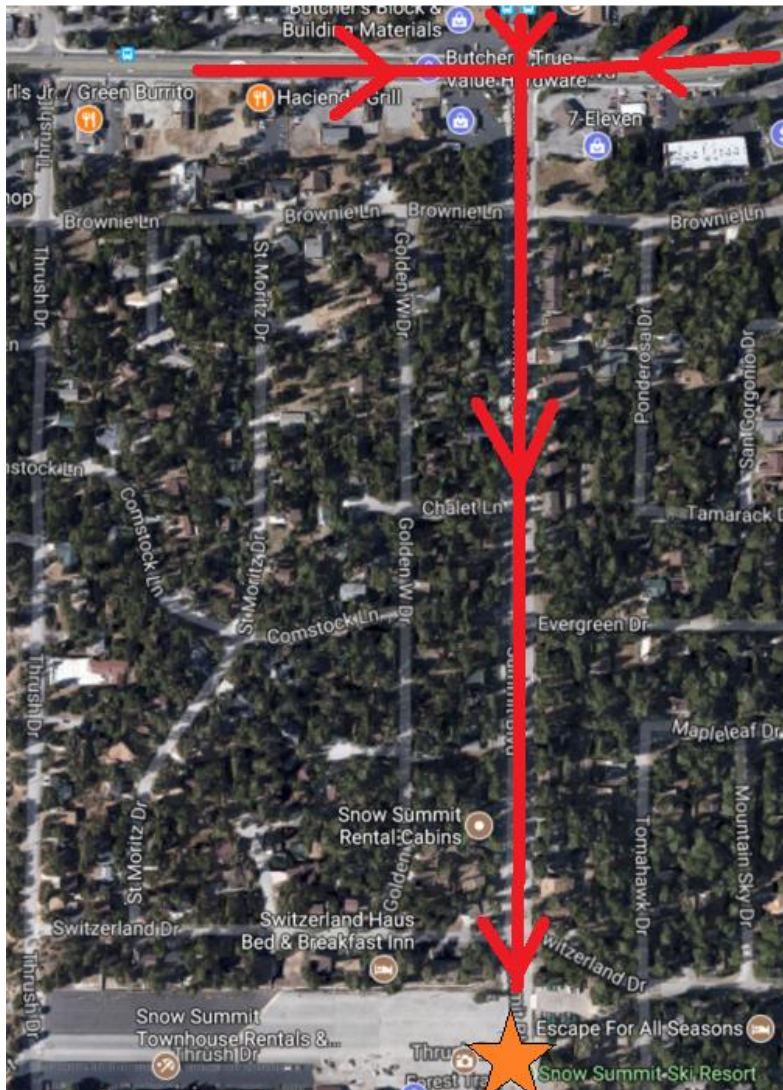
# 2021/2022 Big Bear Mountain Resorts Traffic Management Plan



## CIRCULATION SYSTEM FOR DROP-OFF TRAFFIC

### NON PEAK/MAX : SNOW SUMMIT

When the upper lots are full we encourage drop-off traffic through signage and direction. The preferred route is Summit Blvd. and to enter the drop-off area through the main entrance of the Main Base Lot. This area is signed “10 min Drop Off”.



2021/2022 Big Bear Mountain Resorts  
Traffic Management Plan



SECTION H

PREVIOUS SEASON DATA

**BOTH RESORTS**

Parking Lot	NON PEAK	PEAK/MAX
<b>BEAR MTN</b>		
Main Base Lot	450	450
Golf Club House Lot	452	452
Upper Club View	not used	65
Lower Club View	83	83
Cedar Club Lot	not used	84
Moonridge Lot	1197	1197
Backward Look Lot	400+	400+
<b>TOTAL PARKING</b>	<b>2582</b>	<b>2731</b>
<b>SNOW SUMMIT</b>		
Main Base Lot	827	827
Tennis courts	55	55
Summit Blvd.	120	120
Brownie Lane Lot	701	701
Fox Farm Lot	712	712
<b>TOTAL PARKING</b>	<b>2415</b>	<b>2415</b>
<b>TOTAL BOTH RESORTS</b>	<b>4997</b>	<b>5146</b>

The car counts taken last season were conducted by Big Bear Mountain Resort Parking Supervisors and were taken at 2:00 pm daily. Each lot was accounted for separately and then totaled.



# 2021/2022 Big Bear Mountain Resorts Traffic Management Plan



## SECTION I

### TRAFFIC DEMAND MANAGEMENT TECHNIQUES

#### **BOTH RESORTS**

The 2020/21 season brings new challenges with COVID 19 impacts to resort operations. Guests are **STRONGLY** urged to **PREPURCHASE** tickets online via the Website or APP. This lets the guest go directly to lift and bypass the ticket window. This season guests can also **PREPURCHASE** parking and show the parking attendant a QR code on their phone. This will speed up parking operations on days with paid parking and also give BBMR another opportunity to remind guests to use alternate routes and follow local traffic control.

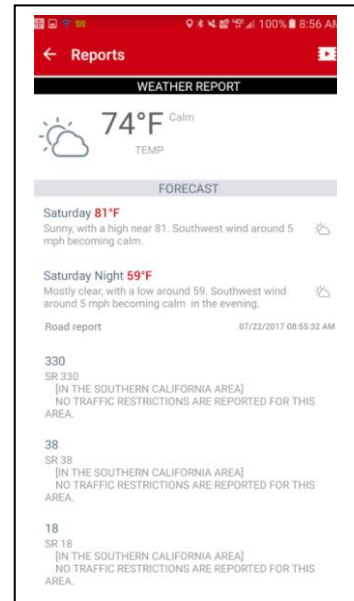
In addition to the **TRAFFIC DEMAND MANAGEMENT TECHNIQUES (TDMT)** the Resort has been refining over the past seasons the Resort will also implement some **Pre Trip Itinerary Techniques (PTIT)** At the start of the season the Resort can send a reminder email to all Resort guests from the previous season reminding them to use alternate routes and use the **BBMR App**. These practices can easily be expanded to lodging visitors that would be arriving in Big Bear Valley as well.



# 2021/2022 Big Bear Mountain Resorts Traffic Management Plan



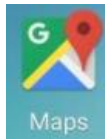
An email is sent to the Resort Guests the night before their scheduled trip (if they have purchased tickets in advance, approx. 60% ticket sales are advance purchase) This email will STRONGLY recommend alternate routes into and out of Big Bear Valley and state that using alternate routes can save multiple hours of waiting in traffic. The goal is to greatly reduce the congestion on SR330/18 and spread the traffic onto SR18 and SR38. The Resort will STRONGLY recommending any SR330/18 users to utilize north shore and avoid the congestion in town between the dam and Moonridge Rd. The email will contain a suggested route that has been mapped out based on the guests starting location (where they will be traveling from) it will send them on either of the 2 alternate routes based on the Resort guest load predicted that day. It will also have a link to allow Resort Guests to download the BBMR App on their smartphones. The BBMR App has up to the minute Road Conditions, Current weather with projected forecast and quick access to contact the resort for directions, information, tickets sales. In the future the Resort would like to include parking lot information to help direct Resort guests to lots that are currently being parked. A sample email is provided on the next 2 pages.




# 2021/2022 Big Bear Mountain Resorts Traffic Management Plan



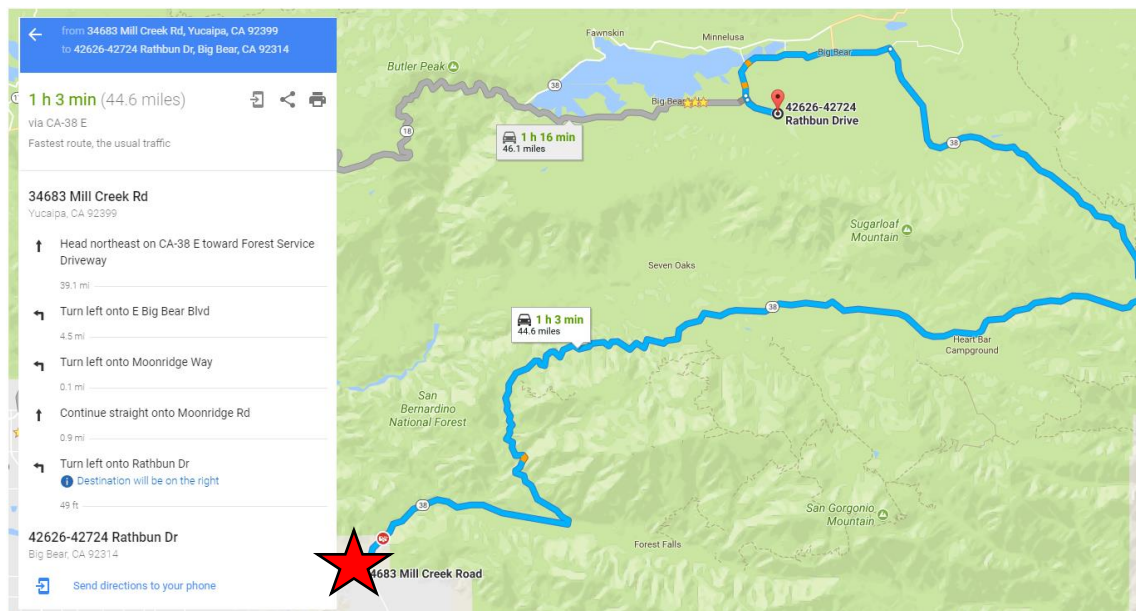
Congratulations Mr./Mrs. Guest Name  
we are excited for your planned trip to Big Bear  
Mountain Resorts tomorrow!



Due to Road Conditions we **STRONGLY**  
recommend that you use State  
Highway 38 from Redlands to reach

Big Bear Valley. This route from your house could save you several hours  
of sitting in traffic on State Highway 330/18 which is the most used route into the  
Big Bear Valley. Please Google Map from your house to 34683 Mill Creek Rd.   
Yucaipa Ca 92399 and we'll handle the rest!

[CLICK HERE TO SEND DIRECTIONS TO YOUR PHONE](#)



You should also download the BBMR App which has up to the minute  
Road Conditions including closures and Chain Restrictions as well as  
current weather forecasts. Plus the App has deals to help you make the  
most of your experience with us here at Big Bear Mountain Resorts.

Open the App as you leave your house it will save you time on the road  
and maximize your time on the slopes!

[CLICK HERE TO DOWNLOAD THE APP](#)

## 2021/2022 Big Bear Mountain Resorts Traffic Management Plan



Below are some additional ways to contact us if you need any further assistance with your trip to Big Bear Valley, these are also listed in the BBMR App. Enjoy your stay we look forward to seeing you!

**Big Bear Mountain Resort** [www.bigbearmountainresort.com](http://www.bigbearmountainresort.com)

### **Phone Directory**

Reservations & Information : 844.GO2.BEAR

Main Business Line : 909.866.5766

Guest Services : 909.866.5766 ext. 222

Activities Report : 909.866.5766 ext. 19

Big Bear Call Center/Reservations : 800.BEAR.MTN

Driving Directions : 909.866.5766 ext. 348

Host Department : 909.866.5766 ext. 128

Lost and Found : 909.866.5766 ext. 285

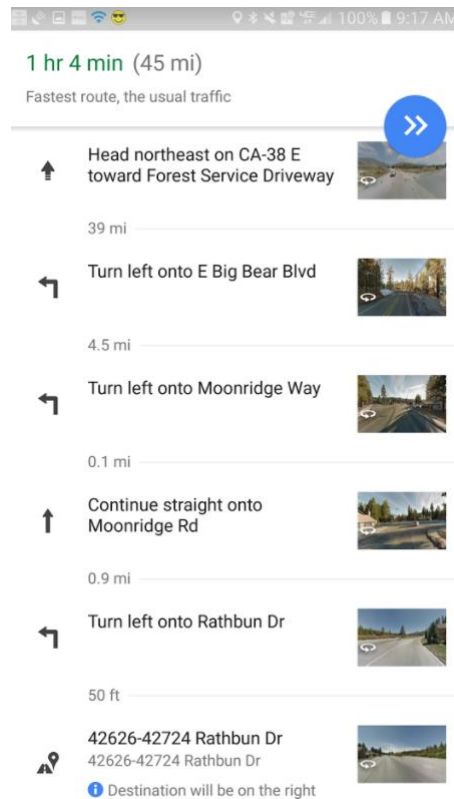
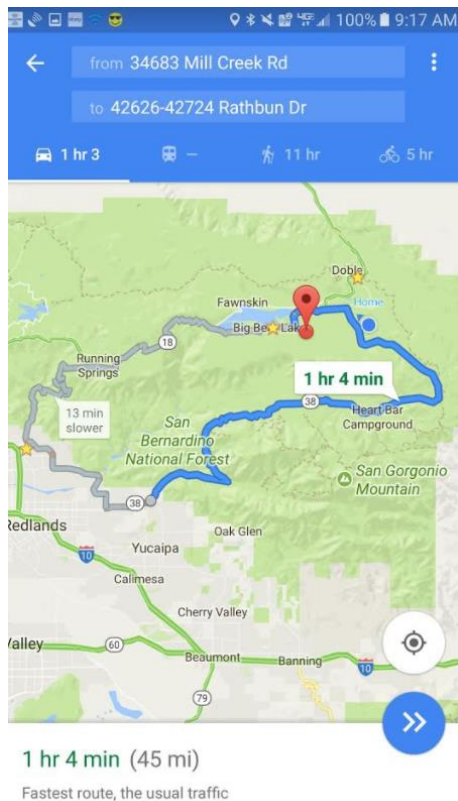
**CALTRANS Road Conditions** 1.800.427.7623

**Big Bear Lodging** [www.bigbear.com](http://www.bigbear.com) 1.800.424.4232

# 2021/2022 Big Bear Mountain Resorts Traffic Management Plan



Here are some screenshots from a smartphone showing what the directions look like. It gives the route on the map, shows turn by turn directions and users can choose to use the navigation feature which will direct them hands free up the alternate route. The email will instruct the user to **DOWNLOAD** the full route and directions so that navigation will continue even if the user **DOES NOT** have cell service.



This PTIT approach will help reduce traffic and congestion on SR 330/18 and between the Dam, Summit Blvd. and Moonridge Rd. By having Resort guests arrive as efficiently as possible and minimizing the amount of traffic on Big Bear Blvd. we can make sure Resort related traffic congestion is kept to a minimum.

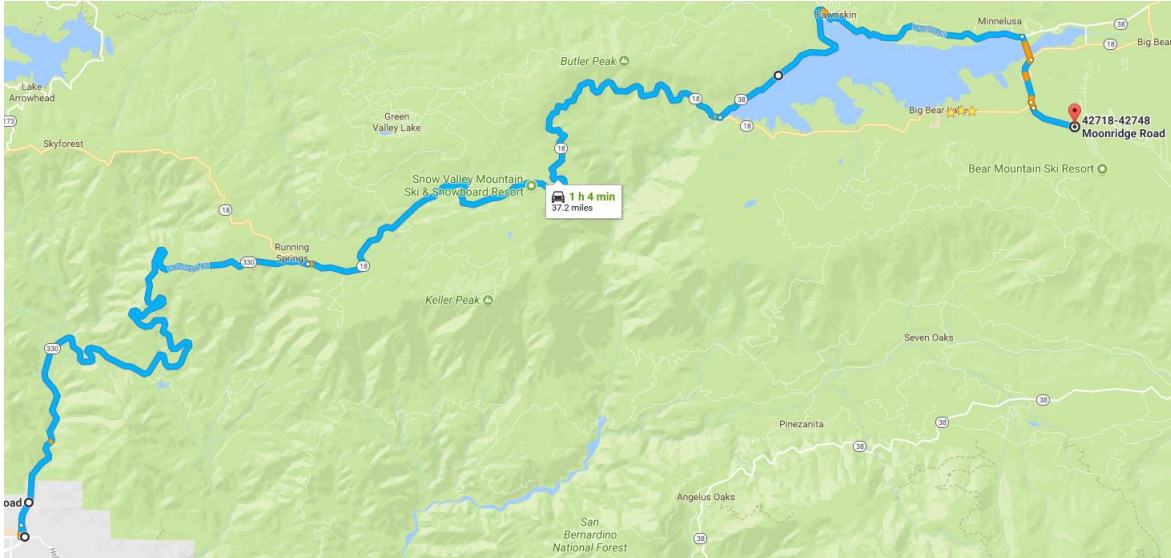


# 2021/2022 Big Bear Mountain Resorts Traffic Management Plan

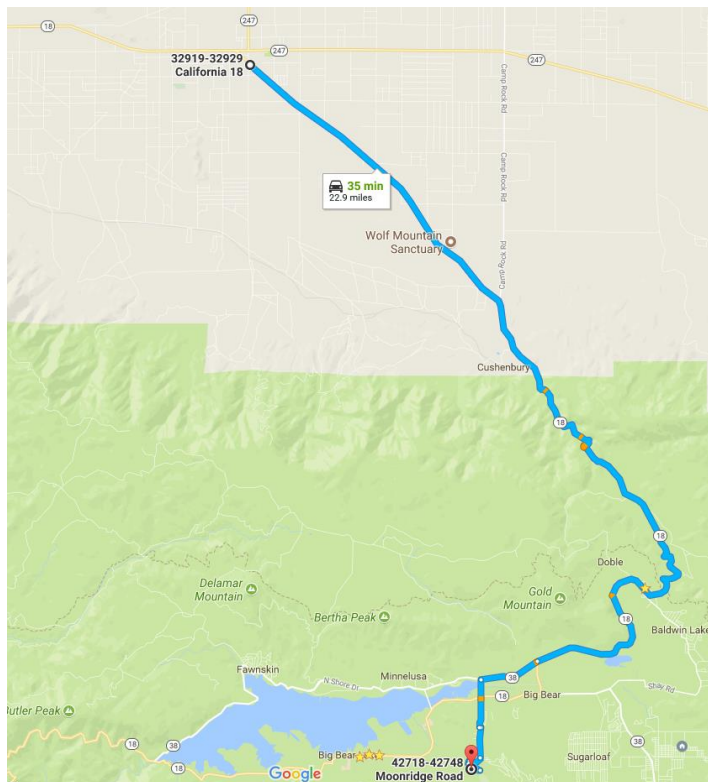


Alternate routes would be available for all 3 State Highways that enter the Big Bear Valley.

## SR 330/18



## SR 18





### ADDITIONAL TDMTs

#### **BOTH RESORTS – MOUNTAIN TRANSIT**

The other TDMT that both Resorts will continue to expand and continue to implement this season is the Trolley Service run by MOUNTAIN TRANSIT. The Trolley has 3 pickup locations (The Lodge, Copper Q and Best Western) and it arrives at the resorts every 30 minutes on **PEAK and MAXIMUM** days. This allows Resort guests to **remain parked at their LODGING** and take MOUNTAIN TRANSIT to both Resorts. This reduces road congestion and reduces the number of cars parked at the Resorts.



The Resort has partnered with the Visitors Bureau to provide a “combined” Ski Lift Pass and MOUNTAIN TRANSIT Pass. For each Ski Lift Pass that is sold to a lodge or PHR, the Resort will provide a free MOUNTAIN

TRANSIT Pass good for a Trolley Ride to / from the Resort.

The Resort will also continue to buy BBMR Employees bus passes for MOUNTAIN TRANSIT. This proved a popular choice last year and many employees left their cars at home and took MOUNTAIN TRANSIT to work.

For the 2020/21 season, there was a total of 26,310 riders that used the MOUNTAIN TRANSIT services offered by BBMR.

## 2021/2022 Big Bear Mountain Resorts Traffic Management Plan



The resort will still let ALL employees to utilize Mountain Transit for FREE ANYTIME during the winter season and BBMR will continue to promote guest usage by continuing to offer the FREE voucher system to any BBMR ticket holder. BBMR is also working with Mountain Transit to provide at BBMR's cost trips for FREE from the Big Bear Airport to BBMR resorts.

At every stage of parking the Resort will always try to reduce “vehicle” and “pedestrian” interaction by experimenting with parking methods and the way lots are filled. Safety is the number one concern and parking will **always** be done in a “safe” manner, but efficiency will be maximized by making sure “pedestrians” and “vehicles” are not effecting the travel or movement of one another.

# 2021/2022 Big Bear Mountain Resorts Traffic Management Plan

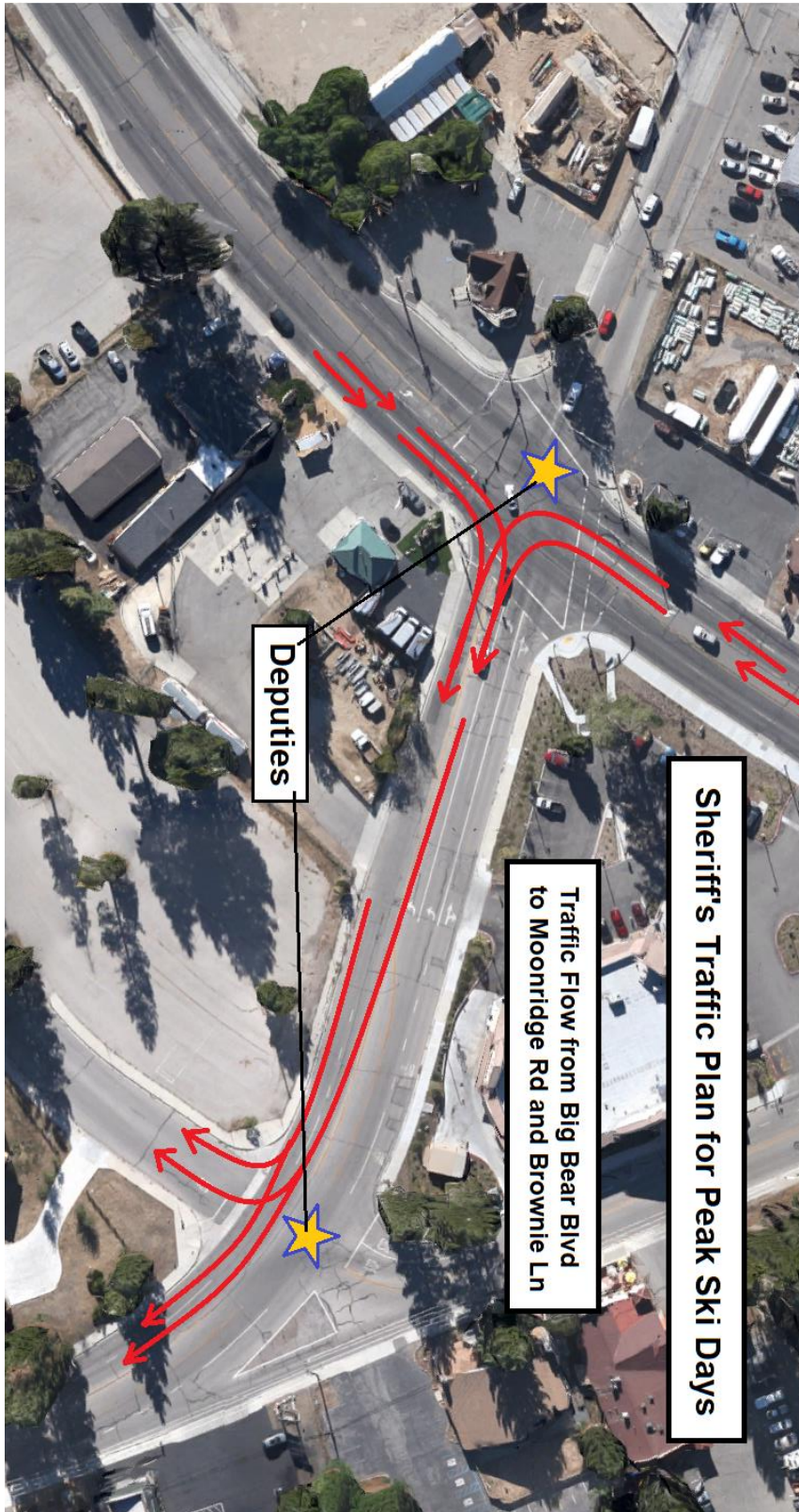


## SECTION J EXHIBITS OF TRAFFIC CIRCULATION

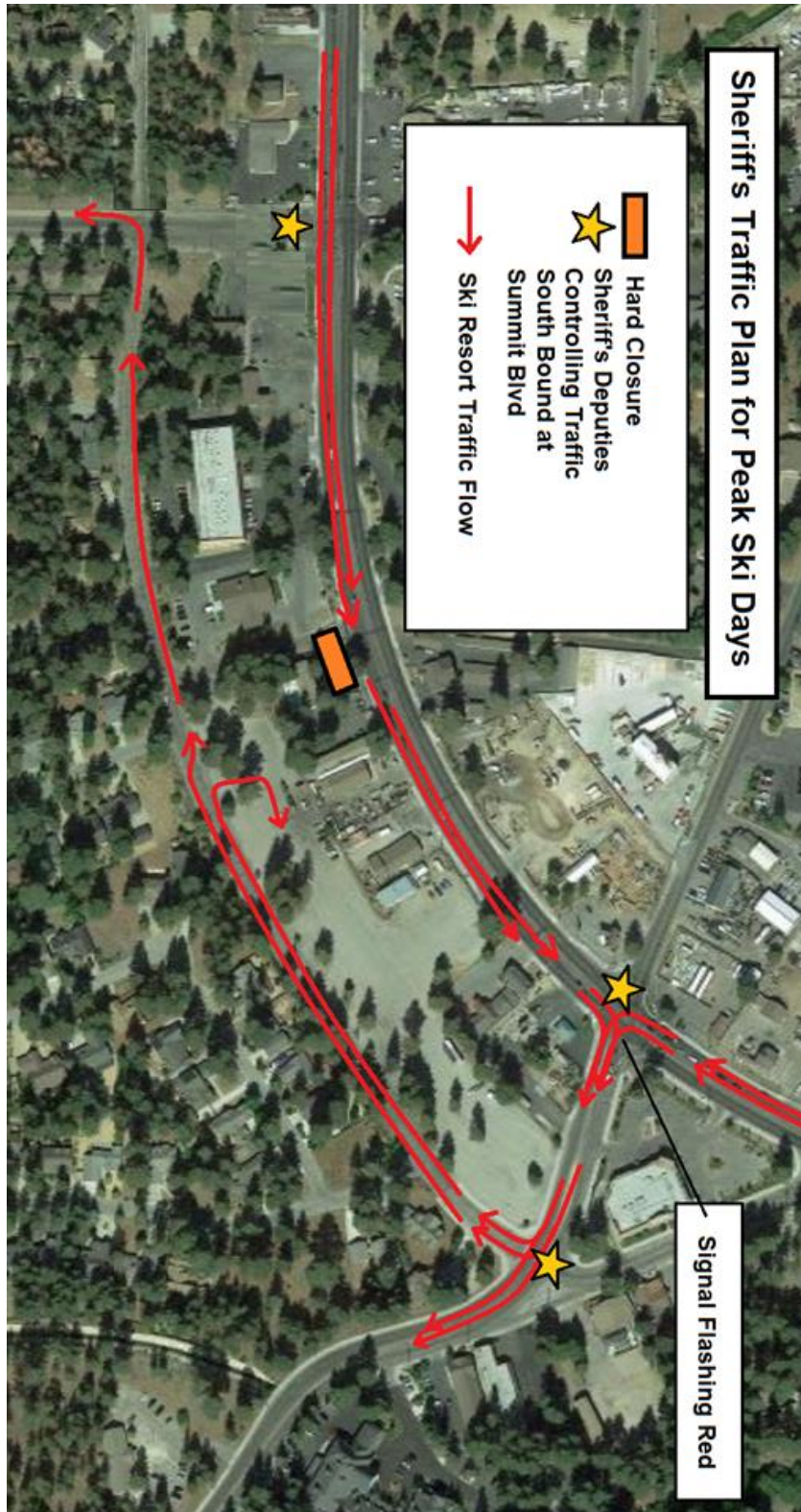
The Resort will continue to work with the Sheriff and City Public works to deploy the agreed upon joint Traffic Management plan, CMS and signage based on traffic demand. Each winter season it is projected to be implemented for 36 PEAK/MAXIMUM DAYS but may be implemented less due to mutual agreement (BBMR and Sheriff) that on certain days it is not needed and cancelled. The following exhibits show the traffic flow for the 2019/20 Traffic Management Plan.



# 2021/2022 Big Bear Mountain Resorts Traffic Management Plan

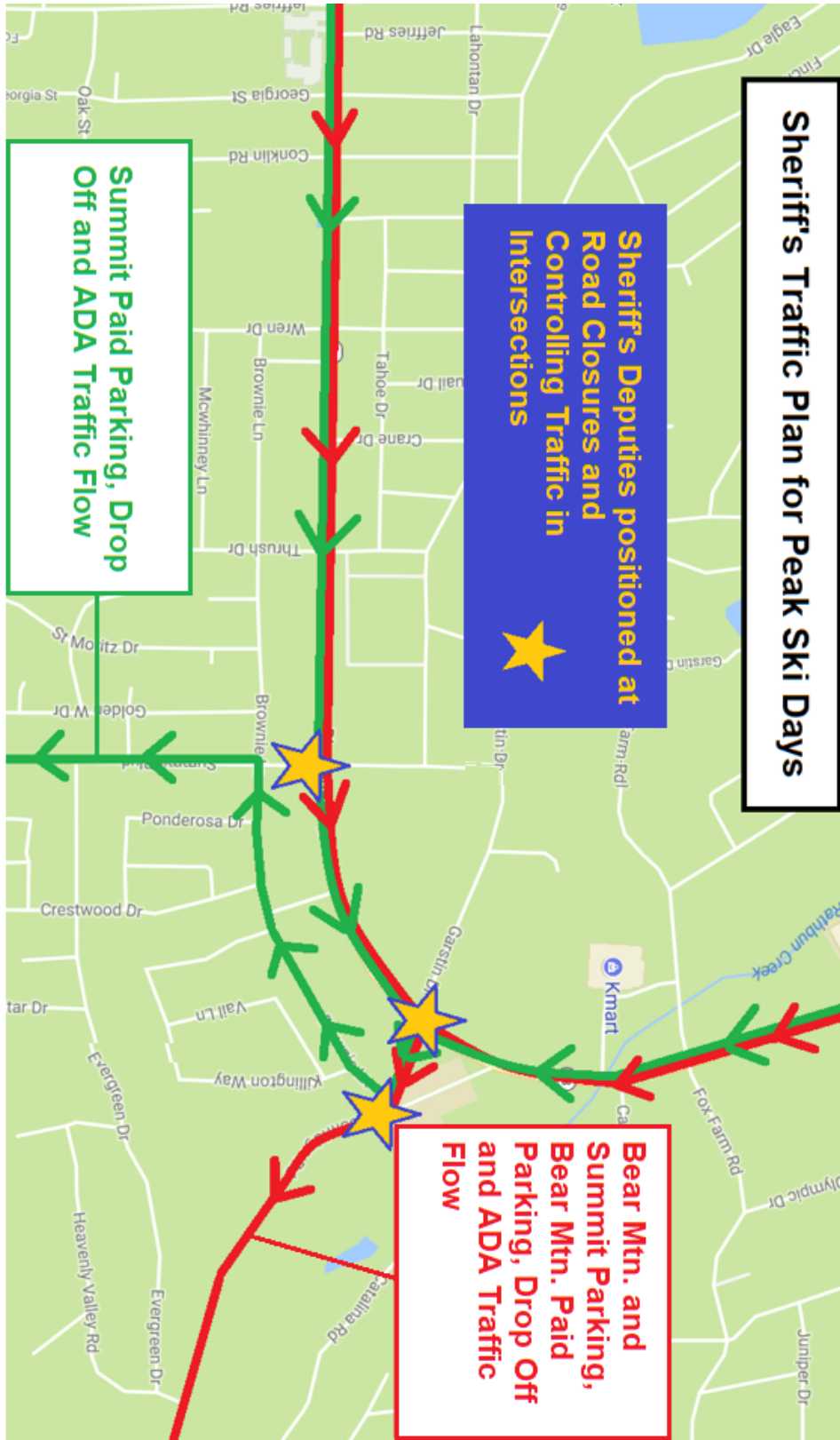


# 2021/2022 Big Bear Mountain Resorts Traffic Management Plan

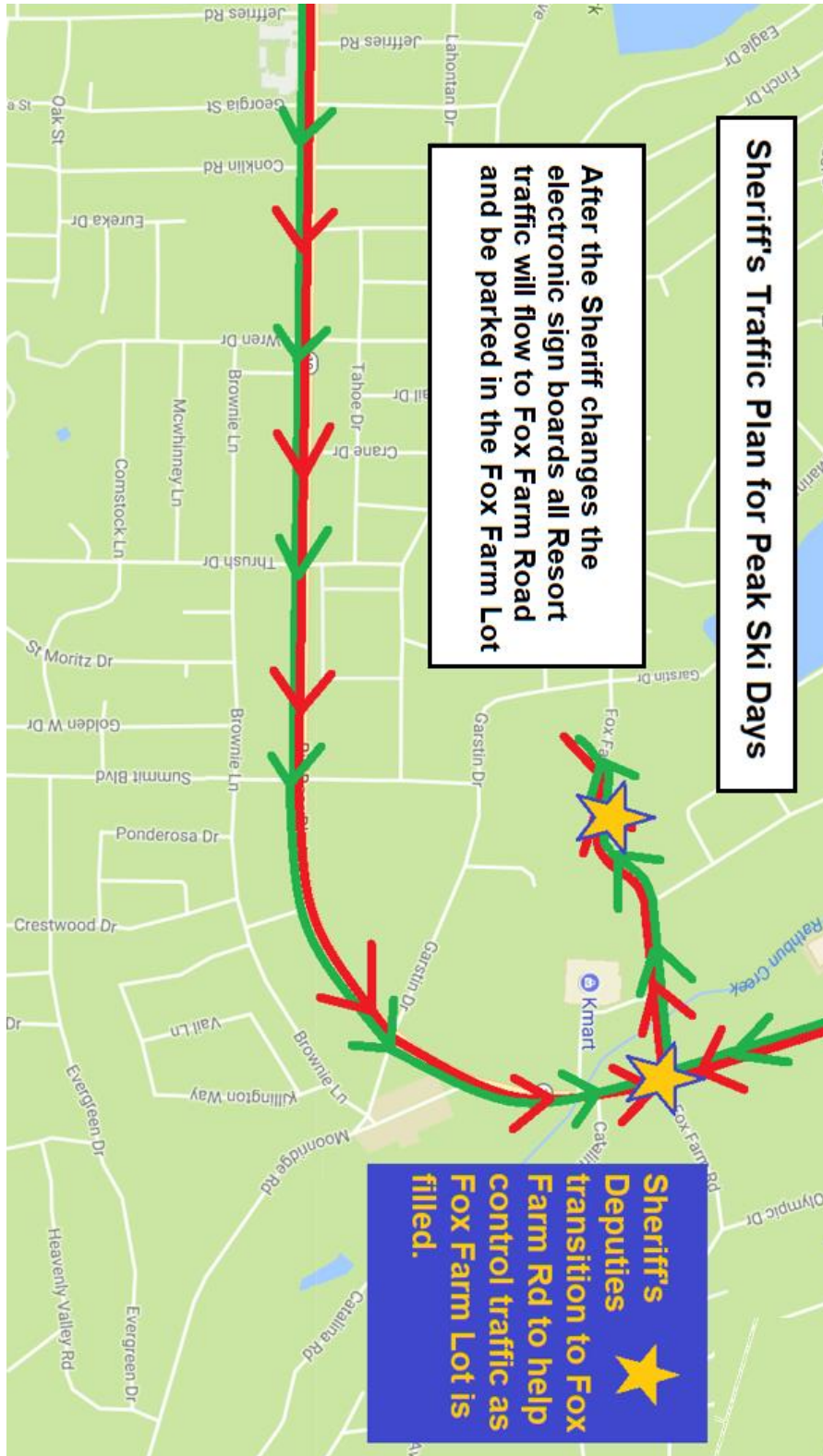




# 2021/2022 Big Bear Mountain Resorts Traffic Management Plan

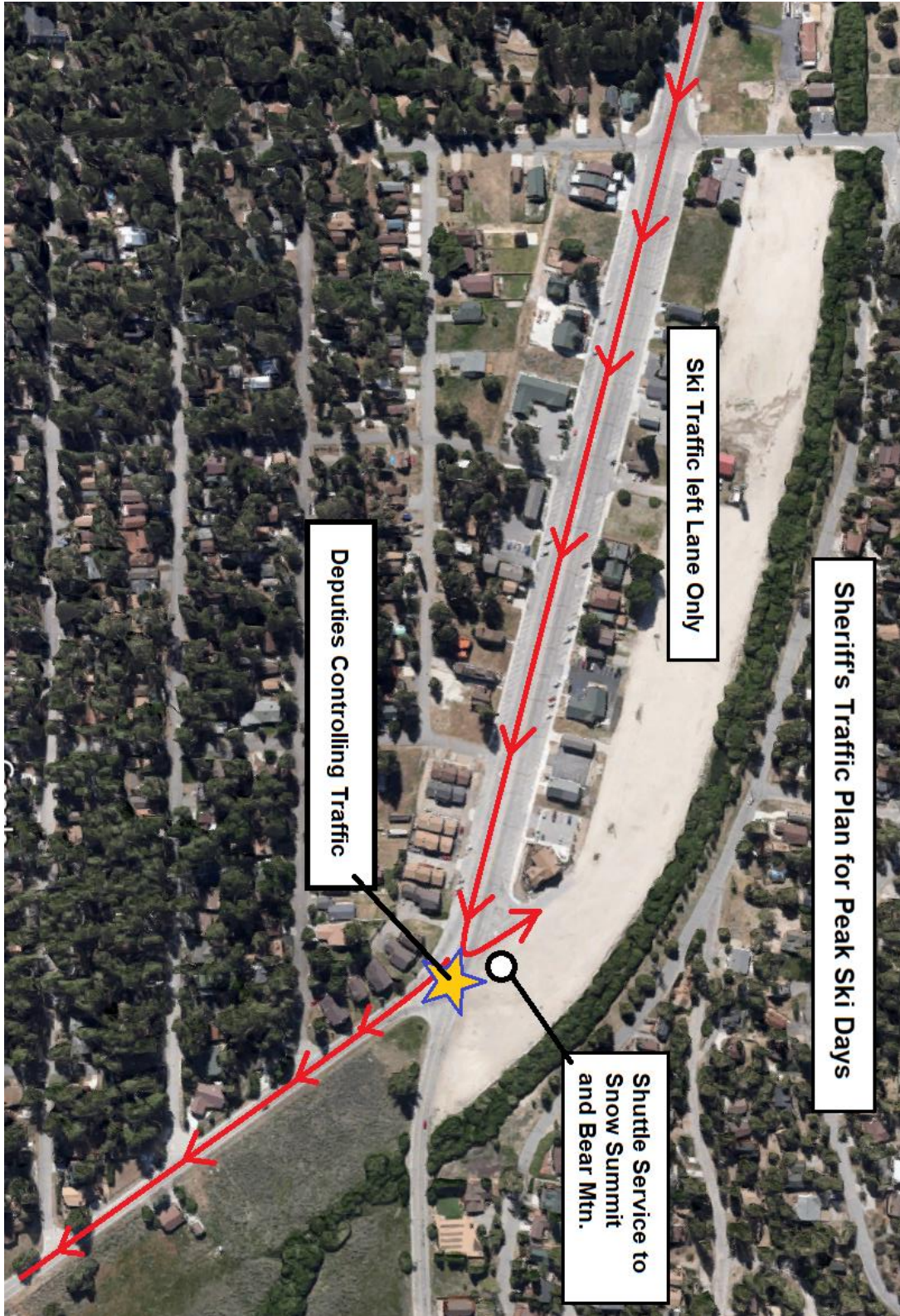


# 2021/2022 Big Bear Mountain Resorts Traffic Management Plan





# 2021/2022 Big Bear Mountain Resorts Traffic Management Plan





CITY OF  
**BIG BEAR LAKE** *California*

**MEETING DATE:** October 4, 2021

**TO:** Honorable Mayor Herrick and Members of the City Council

**FROM:** Frank A. Rush, Jr., City Manager

**SUBJECT:** City Manager Comments – Item 3.2

**ORDINANCE AMENDING MUNICIPAL CODE TITLE 9 – PUBLIC PEACE, MORALS AND WELFARE –  
TO CLARIFY THE CITY’S NOISE ORDINANCE**

**ACTION TO BE CONSIDERED**

City Council will consider reading the title, waiving further reading, and introducing an ordinance amending Title 9 of the Municipal Code to clarify the City’s noise ordinance. The proposed ordinance would apply to permanent homes, second homes, and businesses, and would generally prohibit noise disturbance in residential areas between 7 pm and 7 am, with limited exceptions. More stringent requirements are already in place for vacation rentals, and prohibit amplified music audible at the property line 24 hours per day.

**RECOMMENDED MOTION(S)**

Motion to read the title, waive further reading, and introduce an Ordinance Amending Municipal Code Title 9 – Public Peace, Morals, and Welfare – To Clarify the City’s Noise Ordinance.

**RESPONSIBLE STAFF** Larry Vaupel, Director of Tourism Management

**ADDITIONAL CITY MANAGER COMMENTS**

The proposed ordinance generally prohibits noise disturbance in residential areas between 7 pm and 7 am, however, Council may adjust these hours (longer or shorter) as it deems best.



# CITY OF **BIG BEAR LAKE** *California*

## **MEETING**

**DATE:** October 4, 2021

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Frank A. Rush, Jr., City Manager

**FROM:** Larry Vaupel, Director of Tourism Management

**SUBJECT:** Ordinance Amending Municipal Code Title 9 - Public Peace, Morals and Welfare - to Clarify the City's Noise Ordinance

## **BACKGROUND**

The City Council recently approved Ordinance No. 2021-495 regulating vacation rentals after an eight-month public outreach and comment process. During this process, many comments were made by residents regarding the noise disturbances created by full and part-time residents. Residents voiced concerns about noise emanating from sources other than vacation rentals and asked City Council to consider addressing this issue in the future.

## **DISCUSSION**

Vacation rental properties only comprise approximately 26% of the residential dwelling units in the City of Big Bear Lake. While Ordinance No. 2021-495 sets strict standards for vacation rental guests, these rules do not apply to full-time residents or second homeowners while they are occupying a dwelling unit in the City. Vacation rental guests are prohibited from generating noise from an amplified device that can be heard at the property line 24/7. They are also restricted from using an outdoor spa and engaging in other outdoor activity that generates noise heard at the property line during the hours of 10:00 p.m.- 7:00 a.m. Incessantly barking dogs that can be heard at the property line are also prohibited in vacation rentals 24/7.

This proposed Municipal Code amendment establishes a noise ordinance in Chapter 9.39. Currently, the standards for noise are only found in Chapter 17 – the Development Code. These standards relate to activities associated with construction and special events. Staff included these standards in the proposed amendment to maintain consistency, but the references to these standards can be removed from Chapter 17 by the Planning Commission and City Council in the future to avoid possible confusion from referencing noise standards in two different chapters.

The proposed noise ordinance simply defines “noise” and “noise disturbances” and then prohibits disturbing the peace across the City.

“Noise” means any unwanted sound or vibration that encroaches upon the real property of another.

“Noise disturbance” means any noise that may

1. disturb or interfere with basic living tasks of others,

2. impair or degrade the rights of another person or property,
3. interfere with the quiet use and enjoyment of the property of another,
4. disrupt, limit, or interfere with the peace of the premises of another or with activities of another person.

To provide clarity, there are eight specific activities outlined in the proposed ordinance that are not considered to be a violation. These include:

1. Noise generated from construction, maintenance, demolition, or landscape maintenance activities during the hours of 7:00 a.m. and 7:00 p.m. Monday through Saturday, excluding national holidays, except as approved by the chief building official based on a determination that the work to be performed will not have an adverse effect on public health, safety, and welfare, or that the work is necessary to correct a potentially harmful or adverse situation.
2. Noise made by employees or equipment associated with a governmental agency.
3. Noise generated by commercial businesses in commercial districts between the hours of 7:00 a.m. and 10:00 p.m.
4. Noise associated with snow making, grooming, or removal activities.
5. Noise associated with a special event permitted by the city.
6. Noise emanating from a generator during a power outage. Testing of a generator shall not exceed 15 minutes within any 60-minute period and shall occur only during the hours of 7:00 a.m. and 7:00 p.m.
7. Noise in residential districts generated by an audio amplification device during the hours 7:00 a.m. and 7:00 p.m., so long as it is not heard 50 feet or more beyond the property line.
8. Noise generated by typical daily activities such as children playing, conversations of persons not exceeding normal levels of loudness, and operation of licensed vehicles.

Except for the circumstances defined above, residents and business operators are expected to avoid generating noise that can be heard beyond their property line.

Staff believe the noise ordinance addresses an important need and imposes reasonable restrictions that courteous, thoughtful, and neighborly people already impose upon themselves. Unfortunately, an ordinance is needed to regulate those who disregard the peace and tranquility of others in pursuit of their own happiness. Staff recommends approval of the ordinance.

### **FISCAL IMPACT**

There is no fiscal impact associated with this item.

### **ENVIRONMENTAL CONSIDERATIONS**

The proposed ordinance is exempt from the California Environmental Quality Act (CEQA).

### **ATTACHMENTS**

1. Ordinance No. 2021-xxx
2. CEQA Notice of Exemption



# ATTACHMENT 1

Ordinance No.  
2021-xxx



CITY OF  
**BIG BEAR LAKE** *California*

**ORDINANCE NO. 2021-xxx**

**ORDINANCE AMENDING MUNICIPAL CODE TITLE 9 -  
PUBLIC PEACE, MORALS AND WELFARE - TO CLARIFY  
THE CITY'S NOISE ORDINANCE**

**WHEREAS**, the City of Big Bear Lake, California (the “City”) is a municipal corporation and Charter City, duly organized under the constitution and laws of the State of California; and

**WHEREAS**, the City is well known by visitors and residents to be a place for peaceful mountain lake retreat; and

**WHEREAS**, the City seeks to ensure the peace and tranquility of neighborhoods, parks, and public spaces; and

**WHEREAS**, the City seeks to clarify and clearly establish standards for what constitutes a noise disturbance; and

**WHEREAS**, the City has imposed noise standards on guests occupying a vacation rental in Ordinance No. 2021-495 and seeks to impose reasonable noise standards for full-time and part-time residents as well; and

**WHEREAS**, the Municipal Code amendments are a ministerial act and not considered a project as defined by the California Environmental Quality Act (CEQA); and

**WHEREAS**, all legal prerequisites to the adoption of this ordinance have occurred.

**NOW, THEREFORE**, the City Council does ordain as follows:

**Section 1.** The recitals above are each incorporated by reference and adopted as findings by the City Council.

**Section 2.** The City Council hereby finds that, based on the public testimony and substantial evidence in the record, under Public Resources Code section 21065, adoption of this ordinance is not a project subject to the California Environmental Quality Act (CEQA), and, alternatively, the adoption of the ordinance is exempt from CEQA under CEQA Guidelines section 15061(b)(3), the “common sense” rule that states that CEQA applies only to projects that have the potential for causing a significant effect on the environment. This Municipal Code Amendment does not have potential to cause a significant effect on the environment.

**Section 3.** The Municipal Code amendment is consistent with all other related provisions thereof because the amendment does not conflict with other standards and provisions of the Municipal Code and removes conflicting requirements, clarifies language, and reflects current and best business practices.

**Section 4.** Based on the findings and conclusions set forth in Sections 1, 2 and 3, above, the City Council hereby adopts the amendments identified in Exhibit A to this Ordinance, which are attached hereto and incorporated herein by reference.

**Section 5.** Certification and Publication. The City Clerk shall certify the passage of this Ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days following the passage of this Ordinance, the Ordinance, or a summary thereof, along with the names of the City Council members voting for and against the Ordinance, shall be published in three places in the City in lieu of publication unless publication is requested by the City Council or otherwise required by law.

**Section 6.** If any section, sentence, clause or phrase of this ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. The City Council hereby declares that they would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

PASSED, APPROVED AND ADOPTED THIS 1<sup>st</sup> day of November, 2021.

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Rick Herrick, Mayor

ATTEST:

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Erica Stephenson, City Clerk



## EXHIBIT A

Chapter 9.39 is hereby created and consists of the following in its entirety.

### Chapter 9.39 – DISTURBING THE PEACE

#### Ch9.39.010 – Short title.

The short title of this chapter shall be known as the “Noise Ordinance.”

#### 9.39.020 – Definitions.

- A. “Noise” means any unwanted sound or vibration that encroaches upon the real property of another.
- B. “Noise disturbance” means any noise that may
  - 1. disturb or interfere with basic living tasks of others,
  - 2. impair or degrade the rights of another person or property,
  - 3. interfere with the quiet use and enjoyment of the property of another,
  - 4. disrupt, limit, or interfere with the peace of the premises of another or with activities of another person.
- C. “Plainly audible” means any noise that can be heard by a person of normal hearing. Words or phrases need not be discernible or identifiable.

#### 9.39.030 – Disturbing the peace prohibited.

Except as provided for in Section 9.39.040,

- A. No person shall disturb the peace, quiet, and comfort of the community or any neighborhood therein by creating therein any unreasonably loud or disturbing or unnecessary noises.
- B. No person shall make, continue, cause to be made, or cause to be continued, any noise disturbance by any means that is plainly audible at any property line of the originating source.
- C. No person shall suffer, allow, or permit any noise disturbance, by any means, to be made or continued from or at any property, whether public or private, real or personal, that is subject to the person’s right of control.
- D. No peddler or mobile vendor or any person on their behalf shall shout, cry out, or use any device or instrument to make sounds for the purpose of advertising.
- E. No person owning or having the charge, care, custody, or control of any dog, or other animal, shall allow or permit the same to habitually howl, bark, yelp, or make other noises, in such a manner as to create a noise disturbance.
- F. No person shall transmit or cause to transmit noise from a portable, hand-held, or vehicular mounted audio amplification or reproduction device which is plainly audible to an officer at 10 feet from the source of the noise.

#### 9.39.040 – Exceptions.

- A. Noise generated from construction, maintenance, demolition, or landscape maintenance activities during the hours of 7:00 a.m. and 7:00 p.m. Monday through Saturday, excluding

national holidays, except as approved by the chief building official based on a determination that the work to be performed will not have an adverse effect on public health, safety, and welfare, or that the work is necessary to correct a potentially harmful or adverse situation.

- B. Noise made by employees or equipment associated with a governmental agency.
- C. Noise generated by commercial businesses in commercial districts between the hours of 7:00 a.m. and 10:00 p.m.
- D. Noise associated with snow making, grooming, or removal activities.
- E. Noise associated with a special event permitted by the city.
- F. Noise emanating from a generator during a power outage. Testing of a generator shall not exceed 15 minutes within any 60-minute period and shall occur only during the hours of 7:00 a.m. and 7:00 p.m.
- G. Noise in residential districts generated by an audio amplification device during the hours 7:00 a.m. and 7:00 p.m., so long as it is not heard 50 feet or more beyond the property line.
- H. Noise generated by typical daily activities such as children playing, conversations of persons not exceeding normal levels of loudness, and operation of licensed vehicles.

## ATTACHMENT 2

### CEQA Notice of Exemption

CEQA NOTICE OF EXEMPTION

TO: Clerk of the Board of Supervisors  
County of San Bernardino  
385 N. Arrowhead Avenue, 2nd Floor  
San Bernardino, CA 92415-0130

FROM: Tourism Management Department  
City of Big Bear Lake  
P. O. Box 10000  
Big Bear Lake, CA 92315

Project Title:

An ordinance amending Municipal Code Title 9, Chapter 9.39 – Disturbing the Peace.

Project Location - Specific:

City-wide

Description of Project:

This action is approval of a Municipal Code Amendment to amend Title 9 to create Chapter 9.39 to establish a noise ordinance for the City of Big Bear Lake.

Name of Public Agency Approving Project:

City Council, City of Big Bear Lake

Exempt Status: (check one) (State type and section number)

XX Statutory Exemption.

Section: 15061(b)(3)

XX Categorical Exemption.

Section: 15303, Class 3 of CEQA Guidelines

Reasons why project is exempt:

The activity is not subject to CEQA because it is covered by the “common sense” rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment, the activity is not subject to CEQA.

Lead Agency or Contact Person:

Larry Vaupel

Area Code/Telephone/Extension

(909) 866-5831

Date: November 1, 2021

Signature: \_\_\_\_\_





CITY OF  
**BIG BEAR LAKE** *California*

**MEETING DATE:** October 4, 2021

**TO:** Honorable Mayor Herrick and Members of the City Council

**FROM:** Frank A. Rush, Jr., City Manager

**SUBJECT:** City Manager Comments – Item 3.3

**ORDINANCE AMENDING MUNICIPAL CODE TITLE 1 – GENERAL PROVISIONS – TO AUTHORIZE RECOVERY OF ATTORNEY FEES IN ACTIONS TO ENFORCE THE MUNICIPAL CODE**

**ACTION TO BE CONSIDERED**

City Council will consider reading the title, waiving further reading, and introducing an ordinance adding new section 1.08.010 to the Municipal Code to authorize the prevailing party in any judicial action, administrative proceeding, or special proceeding to abate a municipal code violation to recover reasonable attorney fees. The proposed ordinance amendment will be helpful in resolving public nuisance, vacation rental, transient occupancy tax, and other code violations, and places the cost burden on the offending party.

**RECOMMENDED MOTION(S)**

Motion to read the title, waive further reading, and introduce an Ordinance Amending Municipal Code Title 1 – General Provisions – to Authorize Recovery of Attorney Fees in Actions to Enforce the Municipal Code.

**RESPONSIBLE STAFF**                      Stephen Deitsch, City Attorney  
Larry Vaupel, Director of Tourism Management

**ADDITIONAL CITY MANAGER COMMENTS**

The proposed ordinance is recommended by the City Attorney, and is simply another tool at the City's disposal to resolve code violations.

Council should note that City staff will need to explicitly indicate that attorney fees will be recoverable for the prevailing party at the initiation of any action. In practice, this will require judgment by City staff to provide appropriate indications to the violator, and I expect that this indication would not be provided at the time the citation is issued, but rather at such time that it appears that resolution will be protracted and likely result in adjudication by a third party.

It is also important for Council to note that this provision works both ways, and that the City may ultimately be responsible for the attorney fees of the other party. This potential will also require judgment by City staff, depending on the level of confidence that the City's action will be upheld.



# CITY OF **BIG BEAR LAKE** *California*

## **MEETING**

**DATE:** October 4, 2021

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Frank A. Rush, Jr., City Manager

**FROM:** Stephen Deitsch, City Attorney  
Larry Vaupel, Director of Tourism Management

**SUBJECT:** Ordinance Amending Municipal Code Title 1 – General Provisions – to Authorize Recovery of Attorney Fees in Actions to Enforce the Municipal Code

## **BACKGROUND**

The City may occasionally incur significant legal expenses trying to abate violations of the Municipal Code. Typically, these cases are public nuisance cases that may take months or years to resolve, and may require Court action to bring about compliance. While fines and penalties help offset staff costs, there may be significant attorney fees that are ultimately borne by the taxpayers.

## **DISCUSSION**

The City Attorney recommends the following amendment to the Municipal Code to make those who fail to maintain compliance responsible to pay attorney fees associated with their actions.

**Addition of Section 1.08.010 of the BBLMC.** The City Council of the City of Big Bear Lake hereby adds Section 1.08.010 to Chapter 1.08 [General Provisions] of Title 1 of the Big Bear Lake Municipal Code as follows:

### **“1.08.010 – Recovery of Attorneys’ Fees.**

A prevailing party in any judicial action, administrative proceeding, or special proceeding to abate, or cause the abatement of, a violation of this code or any public nuisance, or in any appeal or other judicial action arising therefrom, is entitled to recover reasonable attorneys’ fees. Attorney’s fees are not recoverable by any party as a prevailing party unless the City elects in writing to seek recovery of the city’s attorney’s fees at the initiation of that individual action or proceeding. Failure to make such an election precludes any entitlement to, or award of, attorneys’ fees in favor of any party. Unpaid attorney’s fees shall constitute a debt that is collectible in any manner allowed by law.

## **FISCAL IMPACT**

The amendment would result in a positive fiscal impact since attorney fees that are recouped will reduce the City’s legal expenses.

## **ENVIRONMENTAL CONSIDERATIONS**

The proposed ordinance is exempt from the California Environmental Quality

## **ATTACHMENTS**

1. Ordinance No. 2021-xxx
2. CEQA Notice of Exemption

# ATTACHMENT 1

Ordinance No.  
2021-xxx



CITY OF  
**BIG BEAR LAKE** *California*

**ORDINANCE NO. 2021-xxx**

**ORDINANCE AMENDING MUNICIPAL CODE TITLE 1 – GENERAL PROVISIONS – TO AUTHORIZE RECOVERY OF ATTORNEY FEES IN ACTIONS TO ENFORCE THE MUNICIPAL CODE**

**WHEREAS**, the City of Big Bear Lake (“City”) is authorized by California Constitution, Article XI, Section 7 to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

**WHEREAS**, the Big Bear City Council believes that enforcement of the Big Bear Lake Municipal Code is a matter of local concern and serves important public purposes; and

**WHEREAS**, Government Code sections 38773.1 and 38773.5 provide that a city may, by ordinance, provide for the recovery of nuisance abatement costs, including attorneys’ fees, in any action, administrative proceeding, or special proceeding to abate a nuisance; and

**WHEREAS**, the City places a high value on protecting community character, land values, and the general public, health, safety and welfare, and has previously adopted numerous ordinances to help ensure such protection; and

**WHEREAS**, public nuisances, as designated by the Big Bear Lake Municipal Code occur regularly and require the City to take abatement action; and

**WHEREAS**, the City’s attorney fees incurred to abate public nuisances can be substantial and should be borne by the violator; and

**WHEREAS**, the City intends for this Ordinance to apply to all new and existing judicial actions, administrative proceedings, and special proceedings as provided by this ordinance; and

**WHEREAS**, the City Council desires to update the City’s code enforcement and nuisance abatement tools to help protect the public health, safety and welfare, and to ensure cost recovery to the fullest extent as authorized by law; and

**WHEREAS**, all legal prerequisites to the adoption of the Ordinance have occurred.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BIG BEAR LAKE DOES ORDAIN AS FOLLOWS:**

**SECTION 1. Incorporation of Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

**SECTION 2. Addition of Section 1.08.010 of the BBLMC.** The City Council of the City of Big Bear Lake hereby adds Section 1.08.010 to Chapter 1.08 [General Provisions] of Title 1 of the Big Bear Lake Municipal Code as follows:

**“1.08.010 – Recovery of Attorney Fees.**

A prevailing party in any judicial action, administrative proceeding, or special proceeding to abate, or cause the abatement of, a violation of this code or any public nuisance, or in any appeal or other judicial action arising therefrom, is entitled to recover reasonable attorney fees. Attorney fees are not recoverable by any party as a prevailing party unless the City elects in writing to seek recovery of the city’s attorney fees at the initiation of that individual action or proceeding. Failure to make such an election precludes any entitlement to, or award of, attorney fees in favor of any party. Unpaid attorney fees shall constitute a debt that is collectible in any manner allowed by law.

**SECTION 3. CEQA.** Based upon the whole of the administrative record before it, the City Council hereby finds that this Ordinance is exempt from environmental review under the California Environmental Quality Act (“CEQA”) (Pub. Resources Code, § 21000 et seq.) pursuant to State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.). The Ordinance is exempt because the code amendment is not a "project" as defined by section 15378, since it has no potential for resulting in a direct or indirect physical change in the environment. In the event it is a “project”, the Ordinance is exempt pursuant to section 15061(b)(3), because it has no potential for causing a significant effect on the environment. Staff is hereby directed to prepare, execute and file with the San Bernardino County Clerk a CEQA Notice of Exemption within five (5) working days of the adoption of this Ordinance.

**SECTION 4. Severability.** If any section or provision of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, or contravened by reason of any preemptive legislation, the remaining sections and/or provisions of this Ordinance shall remain valid. The City Council hereby declares that it would have adopted this Ordinance, and each section or provision thereof, regardless of the fact that any one or more section(s) or provision(s) may be declared invalid or unconstitutional or contravened via legislation.

**SECTION 5. Certification, Publication, and Effective Date.** The City Clerk shall certify the passage of this Ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days following the passage of this Ordinance, the Ordinance, or a summary thereof, along with the names of the City Council members voting for and against the Ordinance, shall be published in three places in the City in lieu of publication unless publication is requested by the City Council or otherwise required by law.

PASSED, APPROVED AND ADOPTED THIS 1<sup>st</sup> day of November, 2021.

\_\_\_\_\_  
Rick Herrick, Mayor

ATTEST:

\_\_\_\_\_  
Erica Stephenson, City Clerk

STATE OF CALIFORNIA                    )  
COUNTY OF SAN BERNARDINO        )  
CITY OF BIG BEAR LAKE                )

I, Erica Stephenson, City Clerk of the City of Big Bear Lake, California, do hereby certify that the whole number of the City Council of the said City is five; that the foregoing Ordinance No. 2021-xxx is a full, true and correct original of Ordinance No. 2021-xxx of the City of Big Bear Lake entitled:

**ORDINANCE AMENDING MUNICIPAL CODE TITLE 1 – GENERAL PROVISIONS – TO AUTHORIZE RECOVERY OF ATTORNEY FEES IN ACTIONS TO ENFORCE THE MUNICIPAL CODE**

was duly passed and adopted by the said City Council, approved and signed by the Mayor of said City, and attested by the Clerk of Said City, all at a regular meeting of the said Council on the 1<sup>st</sup> day of November 2021, and that the same was so passed and adopted by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

I do hereby further certify that pursuant to the provisions of Section 36933 of the Government Code of the State of California that the foregoing Ordinance No. 2021-xxx was duly and regularly published according to law and the order of the City Council and circulated within the said City.

\_\_\_\_\_  
Erica Stephenson, City Clerk

## ATTACHMENT 2

### CEQA Notice of Exemption



CEQA NOTICE OF EXEMPTION

TO: Clerk of the Board of Supervisors  
County of San Bernardino  
385 N. Arrowhead Avenue, 2nd Floor  
San Bernardino, CA 92415-0130

FROM: Tourism Management Department  
City of Big Bear Lake  
P. O. Box 10000  
Big Bear Lake, CA 92315

Project Title:

An ordinance amending Municipal Code Title 1, Chapter 1.08- Recovery of Attorney Fees.

Project Location - Specific:

City-wide

Description of Project:

This action is approval of a Municipal Code Amendment to amend Title 1- General Provisions, to create Chapter 1.08 that establishes the ability for the City to collect attorneys' fees associated with the enforcement of the Municipal Code.

Name of Public Agency Approving Project:

City Council, City of Big Bear Lake

Exempt Status: (check one) (State type and section number)

XX Statutory Exemption.

Section: 15061(b)(3)

XX Categorical Exemption.

Section: 15303, Class 3 of CEQA Guidelines

Reasons why project is exempt:

The activity is not subject to CEQA because it is covered by the "common sense" rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment, the activity is not subject to CEQA.

Lead Agency or Contact Person:

Larry Vaupel

Area Code/Telephone/Extension

(909) 866-5831

Date: November 1, 2021

Signature: \_\_\_\_\_



CITY OF  
**BIG BEAR LAKE** *California*

**MEETING DATE:** October 4, 2021

**TO:** Honorable Mayor Herrick and Members of the City Council

**FROM:** Frank A. Rush, Jr., City Manager

**SUBJECT:** City Manager Comments – Item 3.4

**RESOLUTION ADOPTING THE CITY COUNCIL’S 2022 MEETING CALENDAR**

**ACTION TO BE CONSIDERED**

City Council will consider a formal resolution to adopt the 2022 meeting calendar. The proposed 2022 meeting calendar includes regular City Council meetings on the first and third Monday of each month, except when there are conflicts with holidays. In 2022, meetings would not be held on the third Monday of January (Martin Luther King, Jr. Day), the third Monday of February (President’s Day), the first Monday of July (Independence Day), the first Monday of September (Labor Day), the third Monday of November (Thanksgiving week), or the third Monday of December (Christmas week). In addition, the second meeting held during the months of March, April, May, June, August, and October would be specifically reserved for focused Council discussion on significant issues and initiatives, including, but not limited to the City’s overall mission and vision, the annual budget and capital plan, comprehensive planning efforts, annual review of the vacation rental ordinance, Council appointments, joint meetings with the Planning Commission and/or DWP Board, and other significant and timely topics. Additional special Council meetings and workshops would be scheduled as needed or desired.

**RECOMMENDED MOTION(S)**

Motion to Motion to adopt the Resolution Adopting the City’s 2022 Meeting Calendar.

**RESPONSIBLE STAFF** Erica Stephenson, City Clerk / Director of Human Resources

**ADDITIONAL CITY MANAGER COMMENTS**

As noted above, our intent is to utilize the second meeting of each month in 2022 for more focused Council discussion on significant issues and initiatives. If approved by Council, we would also expect to take this approach for the second meeting of October 2021 and November 2021.

The second meeting of October (October 18) would include focused Council discussion about a) Replenish Big Bear, and b) the proposed comprehensive planning effort. The second meeting of November (November 15) would include focused Council discussion about a) a potential TOT increase, b) a review of the Mission, Vision, and Values, early high-level Council discussion about FY 2022-23 budget priorities, and c) a preliminary discussion regarding the selection of Mayor, Mayor Pro-Tem, and other Council appointments for 2022.



# CITY OF **BIG BEAR LAKE** *California*

## **MEETING**

**DATE:** October 4, 2021

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Frank A. Rush, Jr., City Manager

**FROM:** Erica Stephenson, City Clerk / Director of Human Resources

**SUBJECT:** Resolution Adopting the City Council's 2022 Meeting Calendar

## **BACKGROUND**

The City of Big Bear Lake's Municipal Code Chapter 2.08.010 establishes the days and timeframes of the City Council's regular meetings. Currently, the Municipal Code indicates that all regular meetings of the City Council shall be held on the first and third Monday of each month, unless the Monday falls on a City observed holiday. Typically each year in the fall, the Council will formally adopt their next year's regular meeting calendar to ensure the public is made aware of their upcoming annual meeting schedule.

## **DISCUSSION**

Staff has prepared the proposed 2022 regular meeting calendar in accordance with the City's Municipal Code by allowing for the observance of holidays. The proposed 2022 regular meeting calendar also includes a suggestion that some regular meetings be reserved for Council to discuss important community matters in a more focused workshop meeting style. The proposed 2022 regular meeting schedule also acknowledges the Council's time commitments dedicated to providing important City representation on many other local agency and regional/statewide boards.

The 2022 holiday conflicts that are noted on the attached City Council Meeting Calendar include the third Monday of January (Martin Luther King, Jr. Day), the third Monday of February (President's Day), the first Monday of July (Independence Day) and the first Monday of September (Labor Day). The proposed calendar also indicates the third Monday of November (Thanksgiving week) and the third Monday of December (Christmas week) would be cancelled to allow Council, staff and the public the time to travel, and prepare for and spend time celebrating these holidays with family and friends. In addition, staff is suggesting that the second meeting held during the months of March, April, May, June, August, and October be specifically reserved for focused Council discussion on significant issues and initiatives, including, but not limited to the City's overall mission and vision, the annual budget and capital plan, comprehensive planning efforts, annual review of the vacation rental ordinance, Council appointments, joint meetings with the Planning Commission and/or DWP Board, and other significant and timely topics.

Please note, that the proposed 2022 meeting calendar doesn't currently include any special meetings, but Council may and should schedule additional special public meetings as desired or if

the need arises to meet specific deadlines, address emergent issues, and consider other important items in a timely manner.

**FISCAL IMPACT**

There is no fiscal impact associated with the adoption of this resolution.

**ENVIRONMENTAL CONSIDERATIONS**

None requiring review under the California Environmental Quality Act.

**ATTACHMENTS**

1. Resolution No. 2021-XX
2. Proposed 2022 Meeting Calendar

# ATTACHMENT 1

Resolution No.  
2021-XX



CITY OF  
**BIG BEAR LAKE** *California*

**RESOLUTION NO. 2021-XX**

**RESOLUTION ADOPTING THE CITY COUNCIL'S  
2022 MEETING CALENDAR**

**WHEREAS**, the City's Municipal Code Section 2.08.010 establishes the allowable days and times to conduct the City Council's regular meetings, which is the first and third Monday of each month, with the exception of City observed holiday conflicts; and

**WHEREAS**, each year the City Council publicly considers and adopts their annual City Council Meeting Calendar; and

**WHEREAS**, the proposed 2022 Council Meeting Calendar indicates the City Council's regular meeting dates, denotes when regular council meetings will be structured for focused Council discussion similar to a workshop format, and denotes the City's observed holidays, and

**WHEREAS**, the City Council may also schedule additional special public meetings as desired or if the need arises to meet specific deadlines, address emergent issues, and consider other important items in a timely manner.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Big Bear Lake that the attached 2022 City Council Meeting Calendar is hereby adopted.

PASSED, APPROVED AND ADOPTED this 4<sup>th</sup> day of October, 2021.

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Rick Herrick, Mayor

ATTEST:

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Erica Stephenson, City Clerk

STATE OF CALIFORNIA )  
COUNTY OF SAN BERNARDINO ) ss  
CITY OF BIG BEAR LAKE )

I, Erica Stephenson, City Clerk of the City of Big Bear Lake, California, do hereby certify that the whole number of the City Council of the said City is five; that the foregoing resolution, being Resolution No. 2021-XX was duly passed and adopted by the said City Council and attested by the City Clerk of said City, all at a regular meeting of the said City held on the 4<sup>th</sup> day of October, 2021 and that the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Erica Stephenson, City Clerk

# ATTACHMENT 2

## Proposed 2022 City Council Meeting Calendar



# 2022 City Council Meeting Calendar

JANUARY							FEBRUARY							MARCH							APRIL						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5			1	2	3	4	5						1	2
2	3	4	5	6	7	8	6	7	8	9	10	11	12	6	7	8	9	10	11	12	3	4	5	6	7	8	9
9	10	11	12	13	14	15	13	14	15	16	17	18	19	13	14	15	16	17	18	19	10	11	12	13	14	15	16
16	17	18	19	20	21	22	20	21	22	23	24	25	26	20	21	22	23	24	25	26	17	18	19	20	21	22	23
23	24	25	26	27	28	29	27	28						27	28	29	30	31			24	25	26	27	28	29	30
30	31																										

MAY							JUNE							JULY							AUGUST						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4						1	2		1	2	3	4	5	6
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27
29	30	31					26	27	28	29	30			24	25	26	27	28	29	30	28	29	30	31			
														31													

SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3						1			1	2	3	4	5					1	2	3	
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31
							30	31																			

 Regular Council Meetings

 Regular Council Meetings Focused Discussion

 City Observed Holidays



# CITY OF **BIG BEAR LAKE** *California*

**MEETING**

**DATE:** October 4, 2021

**TO:** Honorable Mayor Herrick and Members of the City Council

**FROM:** Frank A. Rush, Jr., City Manager

**SUBJECT:** City Manager Comments

**COVID Cases, Deaths**

As of September 29, there have now been 1,589 cumulative COVID cases in the Big Bear Valley since March 2020. This represents an increase of 50 cases since September 15, a rate of approximately 3.6 new cases per day. This is approximately equal to the rate of new cases between September 1 and September 15, when 47 new cases were reported during that two-week period.

The County continues to report a total of 24 deaths in the Big Bear Valley attributed to COVID since the pandemic began in March 2020. No new deaths have been reported in the month of September (as of September 29).

**COVID Vaccinations**

As of September 29, COVID vaccinations are as follows (% of residents over age 12):

City of Big Bear Lake	75.0% at least one dose	65.6% fully vaccinated
Big Bear City	44.3% at least one dose	39.5% fully vaccinated
Fawnskin	58.2% at least one dose	53.2% fully vaccinated
Sugarloaf	36.6% at least one dose	33.0% fully vaccinated
San Bernardino County	63.8% at least one dose	56.5% fully vaccinated
State of California	78.4% at least one dose	70.2% fully vaccinated.

The City continues to partner with San Bernardino County to offer vaccinations at City Hall. The schedule for vaccination events has changed slightly, with events now planned for the following dates in October and November, from 10 am – 2 pm:

Wednesday, October 6  
Thursday, October 14  
Wednesday, October 27  
Thursday, November 4  
Wednesday, November 17  
Tuesday, November 23

Pfizer and Johnson & Johnson doses are expected to be available at each event, and 3<sup>rd</sup> doses of the Pfizer shot are expected to be offered to qualifying individuals. Appointments are recommended ([www.myturn.ca.gov](http://www.myturn.ca.gov)) but not required.

### **City Employee Vaccinations**

As of September 29, a total of 32 of the City's 52 current employees have been vaccinated. A total of 6 of these individuals either got vaccinated after having contracted COVID or contracted COVID after being vaccinated. An additional 8 City employees have previously contracted COVID but have not been vaccinated.

The City organization is following State guidelines, whereby unvaccinated individuals are required to wear a mask indoors when near others or while traveling with co-workers in vehicles. Because the City has less than 100 employees, it is not subject to the Federal vaccine mandate.

### **Replenish Big Bear Discussion**

We have scheduled a presentation regarding the Replenish Big Bear Project for the October 18 City Council meeting. The October 18 meeting is intentionally being structured with a workshop format to allow for in depth Council discussion and questions.

### **Comprehensive Planning Discussion**

We have scheduled further Council discussion regarding the initiation of a new comprehensive planning effort for the October 18 City Council meeting. The October 18 meeting is intentionally being structured with a workshop format to allow for in depth Council discussion and questions.

### **Mountain Meadows Compliance Report**

As discussed at the September 20 meeting, City staff will schedule a meeting with Council Member Lee (Chair of the Successor Agency) and any other interested Council members (all are members of the Successor Agency) to review the 2020 Mountain Meadows Compliance Report. If more than 2 members wish to attend, we will formally notice this meeting of the Successor Agency. We are working to schedule this meeting for mid or late October, and will plan to have the report on the November 1 Council / Successor Agency meeting agenda if appropriate.

### **Halloween In The Village**

Unless the COVID situation worsens in the meantime, Halloween In The Village will be held on Sunday, October 31, in a similar manner as previous years. The City will participate in this event with Village businesses.

The City will also participate in a "Treats and Trails" event on the Rathbun Creek Trail on Sunday, October 31, and Council Member Mote will distribute candy on behalf of the City.

### **Christmas Tree Lighting Ceremony**

Unless the COVID situation worsens in the meantime, we are planning for the typical Christmas Tree Lighting event. After discussions with multiple individuals, we are planning to hold the event on Saturday, November 20 this year.

### **Bear Valley Mutual Water Company Property**

We are in final stages of negotiation of the proposed 99+ year lease agreement for the City to acquire control of this ~ 19-acre property. I am now expecting the Bear Valley Mutual Board of Directors to consider the agreement in October, and plan to present the agreement for City Council consideration on November 1.

### **Employee Appreciation Breakfast – Thursday, October 21**

An Employee Appreciation Breakfast is scheduled for Thursday, October 21 at 8 am at City Hall. I hope all Council Members will attend, as we share our appreciation to City staff for their dedication and commitment over a difficult past year and a half.

### **Monthly Budget Report**

A copy of the August monthly budget report is attached. There are no significant budget concerns for FY 2021-22 at this point.

### **August Vacation Rental Compliance Report**

Tourism Management staff continue to improve the monthly report, and all reports are now posted on the City's website. A copy of the August report is attached.

### **Visit Big Bear Monthly Report**

A copy of the September monthly report is attached for Council's review.

### **PRA Request Report**

City staff are working on a monthly PRA (Public Records Act) request report, and we expect to finalize this report in the coming weeks and begin distributing to Council soon thereafter.

### **Potential Rules of Order Amendments**

We are planning to present a package of potential Council Rules of Order amendments at the November 1 meeting, including the following ideas that have been shared by individual Council members:

- Incorporation of "In God We Trust"
- Council meeting schedule
- Process for placing items on the agenda
- Remote public participation in Council meetings
- Service requirements for Mayor, Mayor Pro Tem roles
- Use of electronic communication devices during Council meetings
- Discussion time limits.

Potential Rules of Order amendments will be presented, and Council will have the option to adopt, reject, or modify any proposed amendments on an individual basis.

### **Workforce Housing Fair – Thursday, October 14 – 3 pm – 6 pm**

Community Development staff will be hosting this event at the Knickerbocker parking lot to share information with interested residents and to solicit resident feedback from the community on workforce housing issues. The event will also include participation by the Chamber, the Realtors Association, and the Big Bear Workforce Housing Initiative.

### **SB 9 Will Not Affect ~90% of Big Bear Lake**

SB 9, which allows up to 4 units on typical single-family residential lots with ministerial approval, was recently signed by Governor Newsom and takes effect in January. The law exempts properties in a Very High Fire Hazard Severity Zone (VHRHSZ), and approximately 90% of Big Bear Lake is included in VHFHSZ. The net effect is that the only residential areas of Big Bear Lake that SB 9 will apply are at Lakeview Point, Lagonita Point, and Eagle Point. A few other areas of Big Bear Lake are not in a VHFHSZ, however, these areas don't include single-family residential

properties. A map is attached.

Community Development staff will be working on appropriate amendments to the Development Code to bring the City into compliance with SB 9 (in those few residential areas) in the coming months.

### **Outdoor Dining Deadline Approaching**

In early summer, City staff sent communications to all restaurants that were engaging in non-conforming outdoor dining activities during COVID that they should come into compliance with City regulations by October 15. City staff are still working toward that deadline, and are again reaching out to any non-conforming restaurants to bring them into compliance. We expect to continue to take a very cooperative approach.

### **First EDAC Meeting**

The first meeting of the new Economic Development Advisory Committee will be held on Monday, October 25 at 3 pm at City Hall.

### **MWD Land, Boardwalk Acquisition**

We are working with BB&K to finalize the land acquisition, and expect that process will take several weeks. We will be working to pave the Stanfield parking lot later this fall or next spring, and also install the new restroom facility in the spring.

### **Street Rehabilitation Project Nearly Complete**

The City-wide street rehabilitation project is now nearly complete, with 4.6 miles of City streets rehabilitated this year. The only remaining work is the adjustment of manholes by the City's contractor, and this work should occur in the next two weeks. I appreciate the hard work of our Public Works staff to complete this project, which was more than double their typical workload.

### **Moonridge Corridor Improvement Project**

Sub-surface drainage work is underway, and is expected to be complete before the winter season. Construction of above-ground improvements will begin in spring 2022.

### **New Bicycle Trail – Sandalwood, Big Bear Blvd, Stanfield Cutoff**

Storm water infrastructure at the corner of Sandalwood and Big Bear Boulevard is complete, creating enough room for the new trail at the corner. We expect a new curb to be installed along Sandalwood Drive in the coming days, and also new curb cuts at the corner of Stanfield / Big Bear Boulevard and Sandalwood / Big Bear Boulevard. We expect paving of the entire new bicycle trail sometime during the week of October 18.

### **Chipping and Collection Program**

As of September 29, we have had a total of 38 property owners sign up for the vegetative chipping and collection program. We will no longer accept reservations after September 30.

### **Position Vacancies**

We currently have a total of 5 vacancies in the Public Works Department, and City staff will continue to recruit qualified individuals for these positions.

The Public Information Officer position is currently advertised, and initial review of applications will begin after October 1.

The City is also currently recruiting for a vacant Counter Technician position in the Community Development department.

The Administrative Services Manager position is currently vacant, and staff will begin an internal recruitment for this position in the coming weeks.

A Senior Administrative Analyst position will be vacant on October 7, and this is a key position in our Human Resources function. We are currently considering potential reorganization strategies, and don't expect to advertise to fill this position until we fully consider these strategies. The vacancy in this key position will also likely impact the City's recruitment efforts and other HR initiatives in the coming weeks.

### **Employee Health Insurance**

The City's employee health insurance contracts are currently on a December 1 – November 30 renewal schedule, and we are planning to execute a 7-month renewal for the period of December 1 – June 30. The total premium increases range from 2.55% - 5.68%, and the total cost of the increase is \$20,100. The FY 2021-22 adopted budget anticipated a 5% increase, and sufficient funds are included in the FY 2021-22 budget.

We are intentionally seeking to change the contract term to a fiscal year basis (July 1 – June 30), and will be working to evaluate competitive proposals in spring 2022.

## Potential Future Agenda Item Tracker

**Tentative; currently known items for tracking purposes only. List subject to change depending on emerging circumstances, new issues, new requests. Represents best estimate at this time.**

<u>Item / Issue</u>	<u>Requested / Initiated By</u>	<u>Target Meeting Date</u>
Replenish Big Bear MOU	Third Party Other regional agencies	October 18
Comprehensive Planning Effort	Council Member Putz	October 18
Bear Valley Mutual Lease	City Manager / Staff	November 1
City Council Redistricting	City Manager / Staff	November 1
Rotary Park Improvements	City Manager / Staff	November 1
Electric Vehicle Charging Fees	City Manager / Staff	November 1
Rules of Order Amendments	City Council	November 1
Big Bear Fire Authority Meeting Support	Council Member Lee	November 1
Notice of Completion – 2021 Street Rehab	City Manager / Staff	November 1
Authorization to Demolish Iris Drive Properties	City Manager / Staff	November 1
Final Housing Element Update	City Manager / Staff	November 1
Bicycle Trail Notice of Completion / Bud Amend	City Manager / Staff	November 1
In God We Trust	Council Member Lee	November 1
Mountain Meadows Compliance Report	Council Member Lee	November 1
American Patriot Music Project Presentation	Tony Villegas	November 1
Per Capita Parks Grant Application	City Manager / Staff	November 1
Restroom Contract Award – Stanfield Cutoff	City Manager / Staff	November 1
Muchacho’s Lease Agreement	City Manager / Staff	November 1
Potential TOT Increase	City Manager / Staff	November 15
Council Mission, Vision, Values	City Manager / Staff	November 15
Preliminary Discussion – Mayor, Mayor PT	City Council	November 15

Selection of Mayor, Mayor Pro Tem	City Council	December 6
Vehicle Miles Travelled Ordinance	City Manager / Staff	December 6
Moonridge Corridor Amenities Selections	City Council	December 6
City Clerk Employment Agreement	City Council	December 6
Framework for New Solid Waste Services, Franchise Agreement	City Manager / Staff	December 6
Annual Comprehensive Financial Report	City Manager / Staff	January 3
Construction Contract Award – Castle Rock	City Manager / Staff	April 4
DWP, Planning Commission Compensation	Council Member Mote	Uncertain
ADUs with Vacation Rentals	City Manager / Staff	Uncertain
Offer City-Owned Properties for Workforce Housing?	City Manager / Staff	Uncertain
City Employee Housing Assistance / Incentive	Council Member Lee	Uncertain
Potential Purchase of Marina Resort Properties	City Manager / Staff	Uncertain
Village Plaza Grant	City Manager/ Staff	Uncertain
Remote Public Participation in Council Meetings (Zoom, Phone)	Council Member Lee	Uncertain
Relax Development Code for Outdoor Dining Features	Council Member Mote	Uncertain
Film permit ordinance update	City Manager / Staff	Uncertain
Purchase Meeting Broadcast Equipment	City Manager / Staff	Uncertain
Increase Contract Award Thresholds	City Manager / Staff	Uncertain
Goldmine Music Festival Presentation	Third Party David Stroud	Uncertain
Village Parking Fees	City Manager / Staff	Uncertain
Simplify Special Event Fees	City Council	Uncertain
Comprehensive City Fee Schedule	City Manager / Staff	Uncertain
Comprehensive City Personnel Policy /	City Manager / Staff	Uncertain



Standardized Contracts

Compensation Study	City Manager / Staff	Uncertain
Berm Reduction Policy	Council Member Mote	Uncertain
Clarify City Maintained Streets	City Manager / Staff	Uncertain
Zoning Amendments to Allow Higher Density	City Manager / Staff	Uncertain
SB 9 / SB 10 Ordinance Amendments	City Manager / Staff	Uncertain
Vacation Rental Economic Impact Study	City Manager / Staff	Uncertain
Discussion of Cumulative Village Deficit	Council Member Lee	Budget Process
Absorb Credit Card Fees	City Council	Budget Process
Rent vs. Purchase Snow Removal Equipment	Council Member Lee	Budget Process
Contract vs. Staff Snow Removal	Council Member Lee	Budget Process
DWP / City Equipment Sharing	Council Member Lee	Budget Process



## Monthly Budget Report - General Fund

August 2021

16% of Fiscal Year Complete

Year-to-Date (YTD) Period 2

	Current Budget	Total YTD	Percent of Budget	YTD to Budget	Notes on Deviations
<b>REVENUES</b>					
Property Taxes	\$4,510,600	\$0	0%	(\$4,510,600)	1
Sales and Use Tax	2,824,000	-	0%	(2,824,000)	2
Transient Occupancy Tax	4,862,000	73,173	2%	(4,788,827)	3
Other Taxes	1,017,400	46,726	5%	(970,674)	
Subventions	114,300	-	0%	(114,300)	
Building Permits and Fees	332,400	66,934	20%	(265,466)	4
Licenses and Permits	1,435,100	270,639	19%	(1,164,461)	5
Current Service Charges	879,045	59,779	7%	(819,266)	
Other Revenue	408,240	24,882	6%	(383,358)	
Interfund Transfers	1,245,290	155,654	12%	(1,089,636)	
Appropriations from Reserves	200,000	-	0%	(200,000)	
Appropriations from Fund Balance	3,420,675	-	0%	(3,420,675)	6
<b>TOTAL REVENUES</b>	<b>\$21,249,050</b>	<b>\$697,788</b>	<b>3%</b>	<b>(\$20,551,262)</b>	
<b>EXPENDITURES AND ENCUMBRANCES</b>					
Management Services					
City Council	\$198,100	\$15,007	8%	(\$183,093)	
City Manager	263,350	41,260	16%	(222,090)	
Public Information	110,000	-	0%	(110,000)	
Law Enforcement	5,389,100	757,901	0	(4,631,199)	
City Attorney	280,000	24,240	9%	(255,760)	
Support Services	1,513,650	635,851	42%	(877,799)	7
Administrative Services	1,502,060	227,494	15%	(1,274,566)	
Public Services	4,057,107	324,657	8%	(3,732,450)	
Tourism Management	1,400,900	139,840	10%	(1,261,060)	
Planning & Inspections	1,762,390	222,124	13%	(1,540,266)	
Contributions to Reserves	-	-	0%	-	
Interfund Transfers	4,772,393	-	0%	(4,772,393)	9
<b>TOTAL EXPENDITURES AND ENCUMBRANCES</b>	<b>\$21,249,050</b>	<b>\$2,388,374</b>	<b>11%</b>	<b>(\$18,860,676)</b>	

NOTES:

- 1 Revenue received via the property tax roll. Majority received semi-annually in December and April.
- 2 Timing difference. Sales Tax payments remitted to the state are distributed to local jurisdictions once processed by CDTFA.
- 3 Transient Occupancy Tax remittances due the month following the close of the payment period.
- 4 Seasonal building permit activity.
- 5 Timing of annual vacation rental permit renewals.
- 6 Fund Balance will be applied at year-end if necessary.
- 7 Annual insurance premiums payable in July.
- 9 Interfund transfers for Capital Projects are processed quarterly based on actual expenditures.



## Monthly Budget Report - Sanitation

August 2021

16% of Fiscal Year Complete

Year-to-Date (YTD) Period 2

	Current Budget	Total YTD	Percent of Budget	YTD to Budget	Notes on Deviations
<b>REVENUES</b>					
Licenses and Permits	\$13,500	\$2,850	21%	(\$10,650)	1
Current Service Charges	5,991,000	2,412	0%	(5,988,588)	2
Other Revenue	40,000	-	0%	(40,000)	
Appropriations from Reserves	496,500	-	0%	(496,500)	
Appropriations from Fund Balance	(287,044)	-	0%	287,044	3
<b>TOTAL REVENUES</b>	<b>\$6,253,956</b>	<b>\$5,262</b>	<b>0%</b>	<b>(\$6,248,694)</b>	
<b>EXPENDITURES AND ENCUMBRANCES</b>					
Public Services	\$2,004,450	\$542,704	27%	(\$1,461,746)	4
BBARWA Contract	2,831,000	-	0%	(2,831,000)	
Contributions to Reserves	-	-	0%	-	
Interfund Transfers	1,418,506	25,000	2%	(1,393,506)	5
<b>TOTAL EXPENDITURES AND ENCUMBRANCES</b>	<b>\$6,253,956</b>	<b>\$567,704</b>	<b>9%</b>	<b>(\$5,686,252)</b>	

NOTES:

- 1 Seasonal permit activity.
- 2 Revenue received via the property tax roll. Majority received semi-annually in December and April.
- 3 Fund Balance will be applied at year-end if necessary.
- 4 Annual insurance premiums payable in July.
- 5 Interfund transfers for Capital Projects are processed quarterly based on actual expenditures.



## Monthly Budget Report - Refuse

August 2021

16% of Fiscal Year Complete

Year-to-Date (YTD) Period 2

	Current Budget	Total YTD	Percent of Budget	YTD to Budget	Notes on Deviations
<b>REVENUES</b>					
Service Charges and Other Revenue	\$3,637,200	\$2,173	0%	(\$3,635,028)	1
Appropriations from Reserves	-	-	0%	-	
<b>TOTAL REVENUES</b>	<b>\$3,637,200</b>	<b>\$2,173</b>	<b>0%</b>	<b>(\$3,635,028)</b>	
<b>EXPENDITURES AND ENCUMBRANCES</b>					
Public Services	\$1,119,000	\$177,048	16%	(\$941,952)	
Big Bear Disposal Contract	2,326,100	190,957	8%	(2,135,144)	
Interfund Transfers	240,000	17,500	7%	(222,500)	2
Contributions to Reserves	-	-	0%	-	
Contribution to Fund Balance	(47,900)	-	0%	47,900	
<b>TOTAL EXPENDITURES AND ENCUMBRANCES</b>	<b>\$3,637,200</b>	<b>\$385,505</b>	<b>11%</b>	<b>(\$3,251,695)</b>	

NOTES:

- 1 Revenue received via the property tax roll. Majority received semi-annually in December and April.
- 2 Interfund transfers for Capital Projects are processed quarterly based on actual expenditures.



## Monthly Budget Report - Measure Y

August 2021

16% of Fiscal Year Complete

Year-to-Date (YTD) Period 2

	Current Budget	Total YTD	Percent of Budget	YTD to Budget	Notes on Deviations
<b>REVENUES</b>					
Transient Occupancy Tax	\$1,620,000	\$24,391	2%	(\$1,595,609)	1
Other Revenue	22,400	-	0%	(22,400)	
Appropriations from Fund Balance	758,441	-	0%	(758,441)	2
<b>TOTAL REVENUES</b>	<b>\$2,400,841</b>	<b>\$24,391</b>	<b>1%</b>	<b>(\$2,376,450)</b>	
<b>EXPENDITURES AND ENCUMBRANCES</b>					
Interfund Transfers	\$2,400,841	\$0	0%	(\$2,400,841)	3
<b>TOTAL EXPENDITURES AND ENCUMBRANCES</b>	<b>\$2,400,841</b>	<b>\$0</b>	<b>0%</b>	<b>(\$2,400,841)</b>	

NOTES:

- 1 Transient Occupancy Tax remittances due the month following the close of the payment period.
- 2 Fund Balance will be applied at year-end if necessary.
- 3 Interfund transfers for Capital Projects are processed quarterly based on actual expenditures.



## August 2021 Vacation Rental Compliance Report Summary

August 2021 Summary	Number/\$	% of Total
City Initiated Concerns	15	9%
Resident Concerns	153	91%
<b>Total Concerns</b>	<b>168</b>	
Noise/Party/Spa	125	74%
Parking	30	18%
Over Occupancy	6	4%
No License	2	1%
No In-person Check-in	1	1%
Other (TOT, sign)	4	2%
Citations Issued	59	36%
Citation Fines & Penalties	\$78,756.71	

August 2021 Disposition of Concerns		
Total VR Concerns	168	
No Issue	49	29%
Issue Resolved without Written Warning or Citation	57	34%
Issued Citation	59	36%
Notice of Violation Sent	3	1%

Aug 2021 Supply Nights*	76602
Aug 2021 Demand Nights*	35167
Aug 2021 Occupancy Rate	46%
% Occupied Nights with No Complaint	99.52%

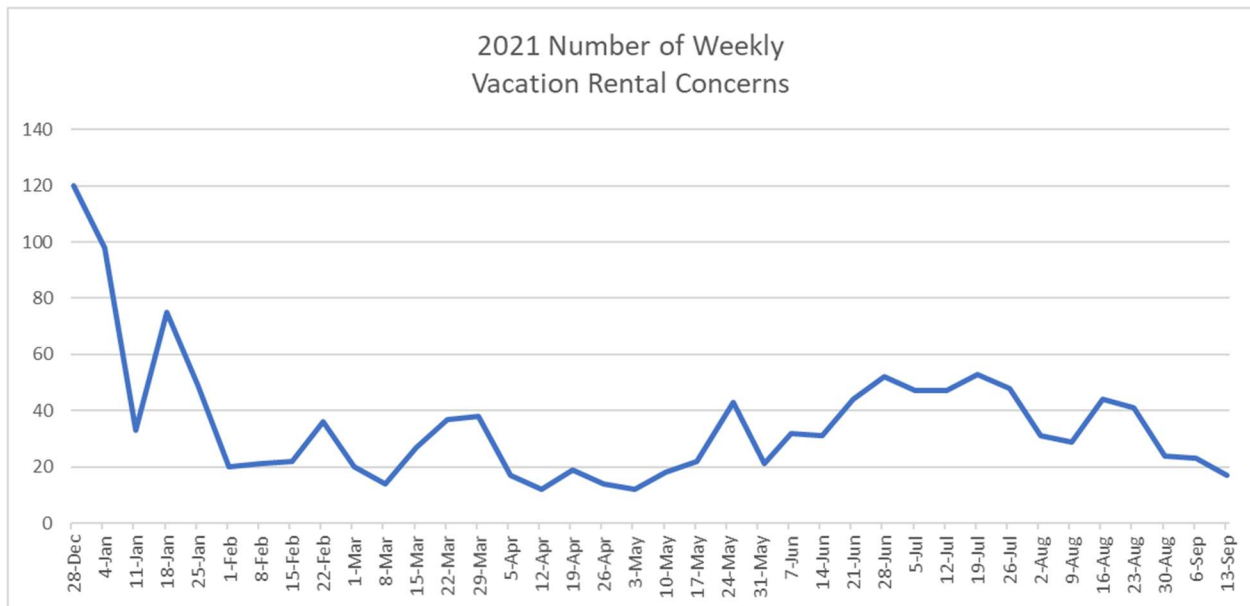
August 2021 Citation Recipients		
Total Citations	59	
Owner	27	46%
Guest	32	54%
Agent	0	0%

Supply Nights*		August	Demand Nights*		
2020	2021	% Change	2020	2021	% Change
65398	76602	17%	47768	35167	-26%

Occupancy Rate*		
2020	2021	% Change
73%	46%	-37%

Average Daily Rate*			RevPAR*		
2020	2021	% Change	2020	2021	% Change
\$ 437	\$464	6%	\$319	\$213	-33%

\*Data Source: Airdna - Includes all entire place properties advertised on Airbnb and VRBO (incl. lodges).

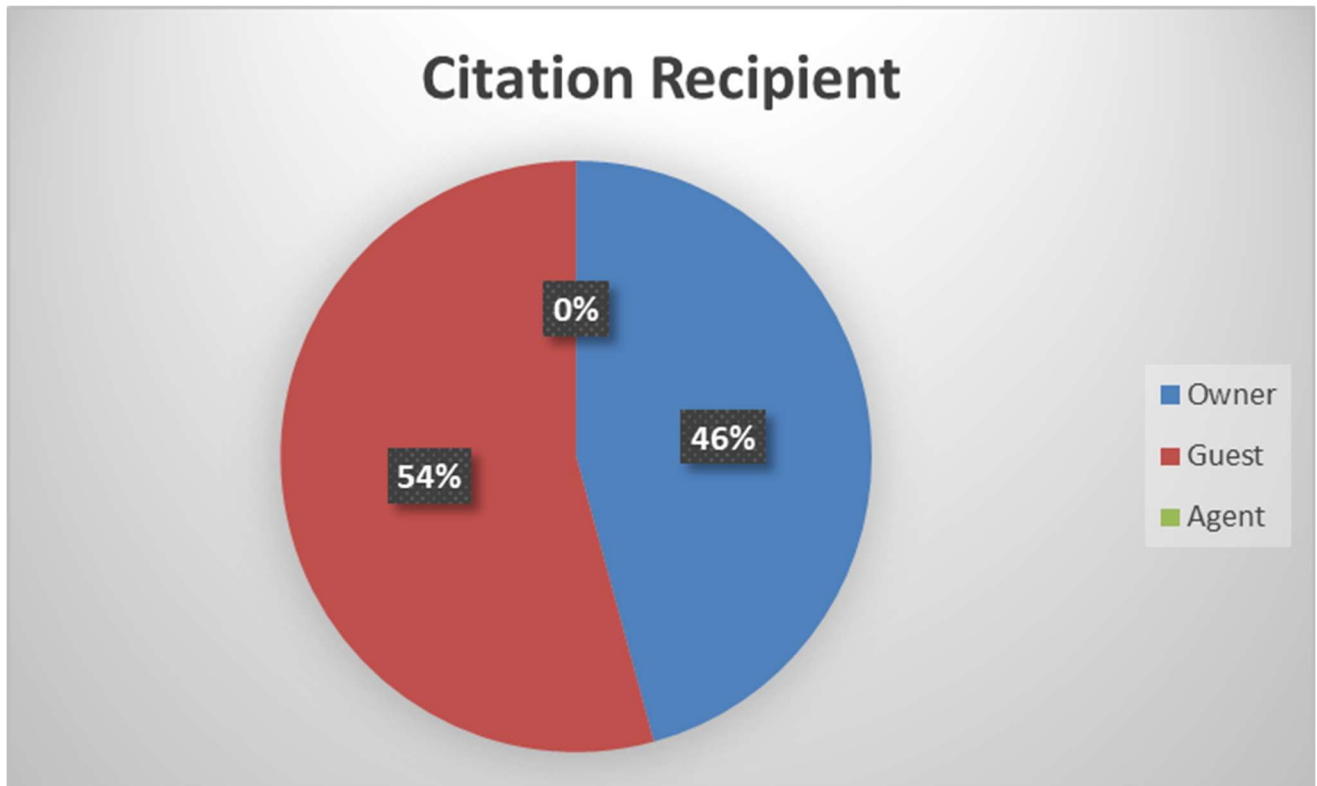


\*Includes staff-initiated concerns.

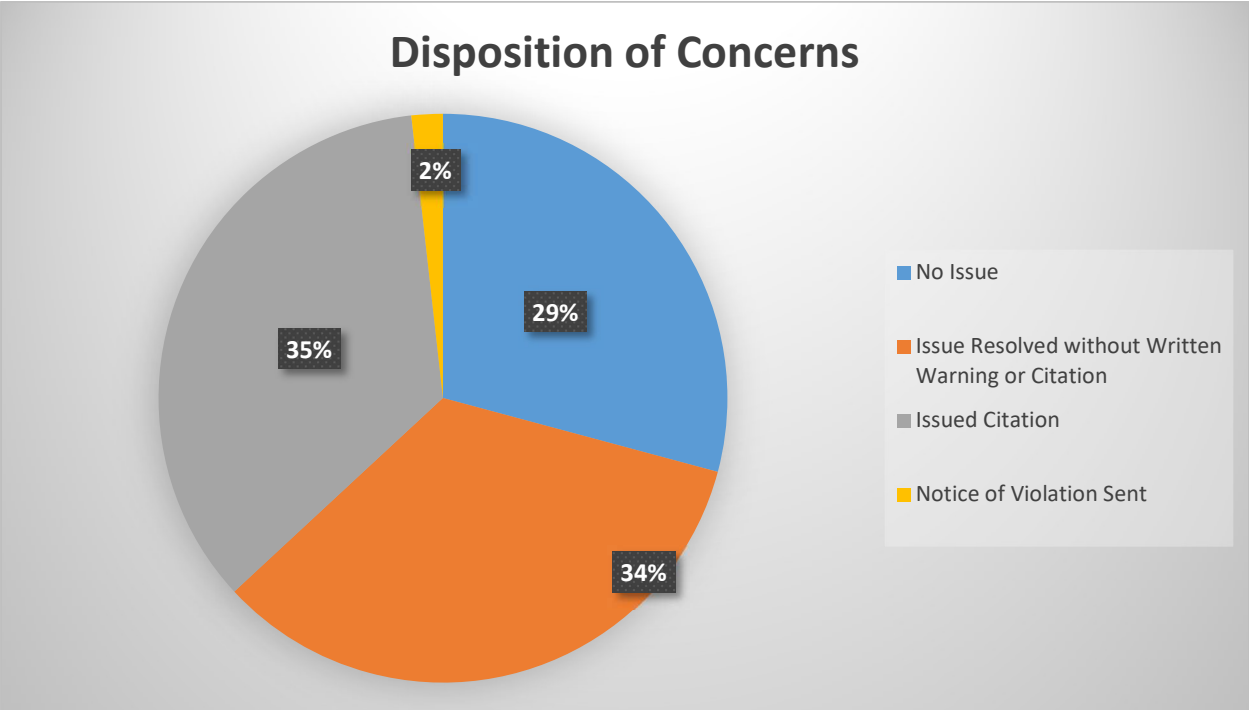
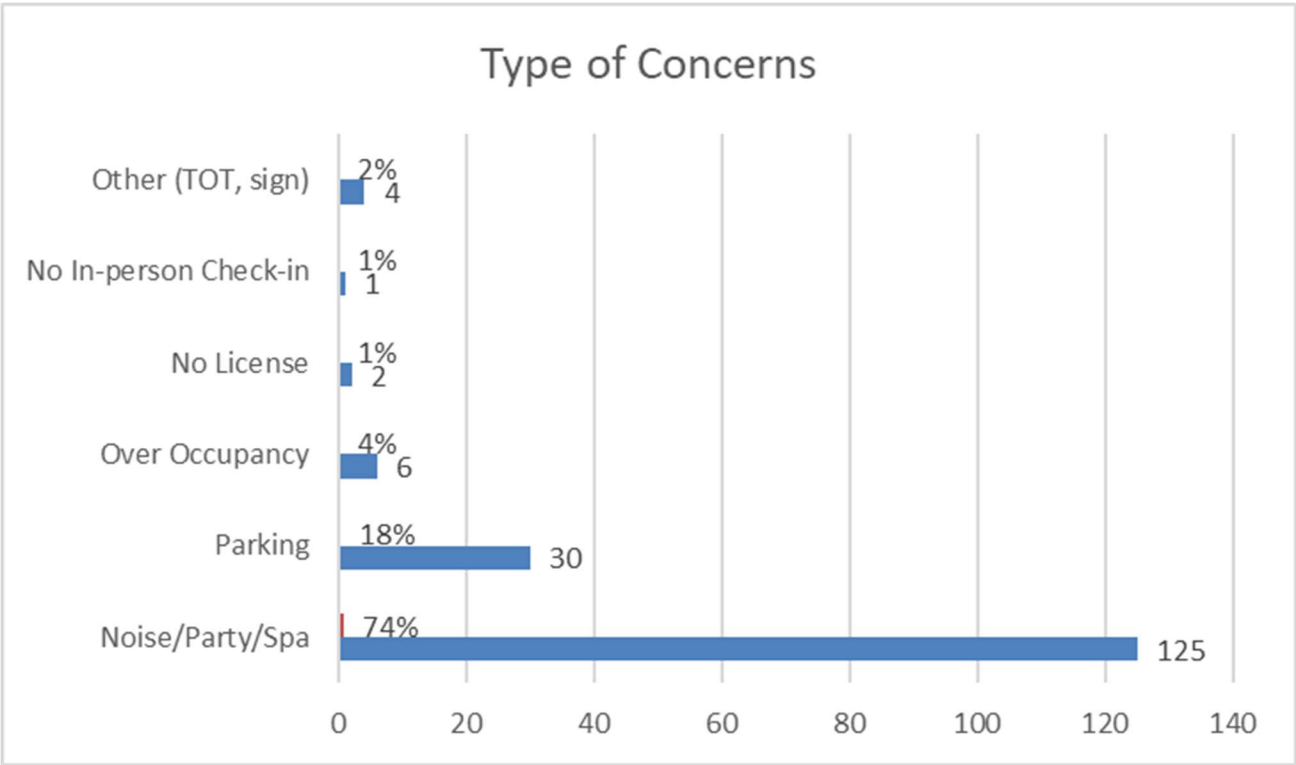
Month	Reported Concerns*	Nights Booked**	% Of Booked Nights with No Concern Reported	Booked Nights Per Reported Concern
January	255	53051	99.52%	208
February	99	48487	99.80%	490
March	136	42098	99.68%	310
April	62	29590	99.79%	477
May	95	28947	99.67%	305
June	135	33246	99.59%	246
July	229	43498	99.47%	190
August	168	35167	99.52%	209

\*Includes staff-initiated concerns.

\*\*Includes all entire place properties listed on Airbnb and VRBO (incl. lodges).







**From:** [Michael Perry](#)  
**To:** [Frank Rush](#)  
**Subject:** September Monthly VBB Board Report to City Council  
**Date:** Monday, September 27, 2021 10:24:34 PM

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Frank,

Pursuant to Section 1.1 of the MOU between the City and VBB, here is the City Council's Monthly Report of the VBB Board meeting of September 23rd -

### **Board Meeting**

- Clayton Shoemaker, VBB Board V.P. and Big Bear Mountain Resort's Senior Director of Marketing, introduced and described the need for Visit Big Bear's 2021 Brand Refresh. It has been over 10 years since the last Brand Refresh was completed at the VBB. Normally, a Brand Refresh would be completed every 6-7 years. Clayton introduced Gerrit Creps, VBB's Consultant, who previously created VBB's Care for Big Bear Campaign - promoting responsible and respectful tourism and providing local tourism impact mitigation programs. Gerrit is also responsible for our 2021 Brand Refresh. Gerrit presented the Brand Refresh which Clayton, VBB Staff and Gerrit have produced. The Board asked several questions, discussed the Refresh with staff and Gerrit, stated that they are supportive of the Refresh and directed Staff to proceed to produce the Refresh, for a Campaign start in early 2022.
- The Board discussed that overnight visitation has slowed during this Spring, Summer, and Fall - below the 'peak' COVID visitation levels seen in 2020 and early 2021.
- Monique Rangel, VBB Director of Operations, discussed the VBB's Fall Video shoot which is scheduled to be completed in October when we have the Fall colors. The production company previously completed videos for Zion. Here's a couple examples:
  - Vimeo Links  
Hike:  
Password: zion  
<https://vimeo.com/586955764>
  - MTB:  
<https://vimeo.com/586959311>  
Password: zion
- Will Weisfeld reviewed the 'key' discussion items from the Events Committee Meeting re: Small Events Sponsorship with the Board Members. The Board asked Will to bring a recommended Program for Small Events Sponsorship back to the Board's Events Committee Meeting in October.
- The Board reviewed VBB's major accomplishments so far in 2021 – TBID Renewal, completion and implementation of a Strategic Marketing Plan, creation and implementation of the Care for Big Bear Campaign, initiating the Tourism Impact Mitigation Program and the 2021 Brand Refresh.
- We continue to educate our Visitors on their responsibilities while visiting our community (Care for Big Bear), we are still having Marty Murie pickup trash around our City, and Big Bear Disposal to provide

porta potties, dumpsters, and hand wash stations around the City, Lake and USFS.

- VBB Staff is conducting a second Care for Big Bear Trash pickup event on National Public Lands Day - in collaboration with the Mountains Foundation's Trails Group on September 25th.
- VBB's Marketing Staff and Consultants continue to work with Mountain Transit to produce Marketing Services for their "Free Trolley" service - to begin in October.

Please let me know if the Council has any questions we can answer.

Thanks, Michael

--

**Michael Perry**

**CEO**

*Visit Big Bear*

[909.586.5819](tel:909.586.5819)

THURSDAY, OCTOBER 14, 2021

3:00 PM - 6:00 PM

KNICKERBOCKER RD. PARKING LOT

# LET'S TALK WORKFORCE HOUSING!

*Join the discussion! Be a part of the solution to support the housing needs of Big Bear's workforce.*

*The event will feature information booths and a kids play area, with refreshments and prizes.*

**Sponsored by**

The City of Big Bear Lake, the Big Bear Association of Realtors and the Big Bear Chamber of Commerce





