



Mail
PO Box 5310
Stateline, NV 89449-5310

Location
128 Market Street
Stateline, NV 89449

Contact
Phone: 775-588-4547
Fax: 775-588-4527
www.trpa.org

November 21, 2023

Wells Barnett Associates, LLC
Attn: Mr. Lyn Barnett
P.O. Box 10379
Stateline, NV 89448

**MEYERS SLED COMPANY, DAY USE SLEDDING HILL, 2977 U.S. HIGHWAY 50, MEYERS, CALIFORNIA,
ASSESSOR PARCEL NUMBER (APN) 034-070-011, TRPA FILE NUMBER ERSP2023-1232**

Dear Lyn:

Enclosed please find the Tahoe Regional Planning Agency (TRPA) permit and attachments for the permit referenced above. If you accept and agree to comply with the Permit conditions as stated, please make a copy of the permit, sign the "Permittee's Acceptance" block on the first page the Permit, and return the signed copy to TRPA within twenty-one (21) calendar days of issuance. Should the permittee fail to return the signed permit within twenty-one (21) calendar days of issuance, the permit will be subject to nullification. Please note that signing the permit does not of itself constitute acknowledgement of the permit, but rather acceptance of the conditions of the permit.

Pursuant to Rule 11.2 of the TRPA Rules of Procedure, this approval may be appealed within twenty-one (21) days of the date of this correspondence.

Thank you very much for your patience in this matter. Please feel free to call me if you have any questions regarding this letter or your permit in general.

Sincerely,

Paul Nielsen

Digitally signed by Paul Nielsen
DN: cn=Paul Nielsen, o=Tahoe
Regional Planning Agency, ou,
email=pnielsen@trpa.gov, c=US
Date: 2023.11.21 14:42:02 -08'00'

Paul Nielsen
Special Projects Manager



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PERMIT

PROJECT DESCRIPTION: Day Use Sledding Hill

APN: 034-070-011

PERMITTEE: Meyers Sled Company, LLC

FILE #: ERSP2023-1232

COUNTY/LOCATION: El Dorado / 2977 U.S. Highway 50, Meyers, California

Having made the findings required by Agency ordinances and rules, the TRPA approved the project on November 21, 2023, subject to the standard conditions of approval attached hereto (Attachment Q) and the special conditions found in this permit.

This permit shall expire on November 21, 2026, unless the activity has commenced prior to this date. Diligent pursuit is defined as initiation of the activity within the approved schedule. The expiration date shall not be extended unless the project is determined by TRPA to be the subject of legal action which delayed or rendered impossible the diligent pursuit of the permit.

NO CONSTRUCTION OR USE SHALL COMMENCE UNTIL:

- (1) TRPA RECEIVES A COPY OF THIS PERMIT UPON WHICH THE PERMITTEE(S) HAS ACKNOWLEDGED RECEIPT OF THE PERMIT AND ACCEPTANCE OF THE CONTENTS OF THE PERMIT;
- (2) ALL PRE-ACTIVITY CONDITIONS OF APPROVAL ARE SATISFIED AS EVIDENCED BY TRPA’S ACKNOWLEDGEMENT OF THIS PERMIT;
- (3) THE PERMITTEE OBTAINS A COUNTY PERMIT, IF APPLICABLE. TRPA’S ACKNOWLEDGEMENT IS NECESSARY TO OBTAIN A COUNTY PERMIT. THE COUNTY PERMIT AND THE TRPA PERMIT ARE INDEPENDENT OF EACH OTHER AND MAY HAVE DIFFERENT EXPIRATION DATES AND RULES REGARDING EXTENSIONS; AND

Paul Nielsen

Digitally signed by Paul Nielsen
DN: cn=Paul Nielsen, o=Tahoe
Regional Planning Agency, ou,
email=pnielsen@trpa.gov, c=US
Date: 2023.11.21 14:42:18 -08'00'

11.21.23

TRPA Executive Director/Designee

Date

PERMITTEE’S ACCEPTANCE: I have read the permit and the conditions of approval and understand and accept them. I also understand that I am responsible for compliance with all the conditions of the permit and am responsible for my agents’ and employees’ compliance with the permit conditions. I also understand that if the property is sold, I remain liable for the permit conditions until or unless the new owner acknowledges the transfer of the permit and notifies TRPA in writing of such acceptance. I also understand that certain mitigation fees associated with this permit are non-refundable once paid to TRPA. I understand that it is my sole responsibility to obtain any and all required approvals from any other state, local or federal agencies that may have jurisdiction over this project whether or not they are listed in this permit.

Signature of Permittee(s)  Date _____

PERMIT CONTINUED ON NEXT PAGE

APN 034-070-011
FILE NO. ERSP2023-1232

Mobility Mitigation Fee (1): Amount \$3,575.20 Paid 11.21.23 Receipt No. 151809

(1) See Special Condition 3.A, below.

Required plans determined to be in conformance with approval: Date: 11.21.23

TRPA ACKNOWLEDGEMENT: The permittee has complied with all pre-activity conditions of approval as of this date.

Paul Nielsen

Digitally signed by Paul Nielsen
DN: cn=Paul Nielsen, o=Tahoe Regional Planning
Agency, ou, email=pnielsen@trpa.gov, c=US
Date: 2023.11.21 14:42:42 -0800

11.21.23

TRPA Executive Director/Designee

Date

SPECIAL CONDITIONS

1. This permit authorizes the permittee to operate a sledding hill on the Tahoe Paradise Golf Course in the tract of open land between the first and 18th fairways. The operating period is between the months of November and March, starting at 9:00 am and closing at 4:00 pm. Visitors will purchase passes to the hill in the building currently used as a pro-shop at the golf course. Each pass will give guests access to the hill for a period of 90 minutes.

After purchasing a pass, guests will proceed to the paved area outside the pro-shop, where the golf course parks golf carts during the summer. Sleds and tubes will be handed out from a shipping container, parked there for temporary storage. The sledding hill will consist of separate lanes (snow conditions permitting), each approximately eight feet wide and roughly 300 feet long. A flat run out area of approximately 100 feet will mark the end of each sled lane. Friction mats will be used strategically at the bottom of each lane to control speed as snow conditions change. Visitors will access the top of the sledding hill by walking up the hill. The approved use does not include the rental and operation of snowmobiles, or other motorized vehicles, except to facilitate operations by employees or during an emergency.

Up to two temporary lights may be installed at the top of the sledding area to illuminate the slope during start up and closing operations. Use of lights shall not result in light splay on to adjacent properties. A maximum of two temporary storage containers will be used to store sledding equipment. A storage container shall be painted a dark color. No new permanent structures are authorized.

Maintenance Operations: The sledding hill will be shaped and maintained using a commercial snow groomer. At least twelve inches of snow base is required to be maintained in the sledding area at all times. Grooming and maintenance will begin at approximately 7:00 am each morning, and end prior to opening at 9:00 am. During the same period of time, employees will clear snow from all customer access areas and pathways. Snow clearing will continue as needed

throughout the day in customer access areas. The parking lot, which is shared with Holiday Market, will be cleared and maintained by a snow removal service.

Snowmaking: The goal is to rely on natural snow as much as possible during the season. However, snow making equipment will be employed to ensure enough snow to operate at least one sled lane during periods of low natural snow. The permittee may utilize up to two snow guns that are designed for use in noise sensitive areas, consistent with the noise study prepared for the project. The snowmakers will be positioned at the top of the sled hill, near its southern corner. From this location, the guns will be approximately 500 feet from any residential property line. The guns will draw water from the existing well and reservoir on the golf course, using existing infrastructure. Temporary hoses carrying water from the existing pump, located on the west side of the first fairway near the reservoir pond, will run from the pump to the snowmakers. All hoses will sit above ground and will be removed at season's end. A 65-kW portable commercial generator will power the snowmakers. The generator will sit on a portable trailer in the same location as the snowmakers. Snowmaking will begin as soon as the sled hill closes at 4:00 pm and run through the night if needed. All snowmaking operations shall be performed consistent with the noise study prepared for the project.

Noise Mitigation - Placement of Equipment: Snowmakers and the commercial generator will be strategically placed at the southern tip of the sled hill as shown on the approved site plan. From this location, the equipment will be approximately 500 feet from all residential property lines.

Noise Suppressed Snowmakers: The permittee shall utilize snow guns designed for use in noise sensitive areas. A noise study conducted on this equipment found that the continuous use of snowmaking equipment between the hours of 6:00 PM and 8:00 AM would not exceed TRPA noise thresholds applicable to the project. With continuous operation of the snowmaking equipment between the hours of 6:00 p.m. and 8:00 a.m., the noise levels at the nearest sensitive receptors to the north and east of the project site would not exceed the Tahoe Paradise – Mandan Plan Area Statement TRPA noise threshold standard of 50 CNEL. Hours of Operation: Use of snow guns and other noise making equipment will be between the hours of closure and opening.

Traffic & Parking Control: The permittee has rights to use fifty parking spots in the lot owned by Holiday Market. The agreement is an extension of the existing agreement Holiday Market has in place with Tahoe Paradise Golf course during the summer. To control parking, the designated parking spots will be cordoned off each morning using temporary fencing or cones. That fencing will be removed at the end of the operation each day. The west entrance to the lot will be used exclusively to enter and exit the parking area. Up to two employees will manage parking flow during operating hours. Their primary role will be to ensure visitors efficiently exit the parking area, following the expiration of their passes, and to police and turn away visitors who may choose to park outside designated areas.

Signage: No new sign structures or lighting will be installed. Instead, a banner will be placed over the existing sign on Highway 50 that advertises the Tahoe Paradise Golf Course. The permittee shall bring the sign into conformance with the TRPA Code of Ordinances within two years of acknowledgement of the permit. The use of sandwich sign boards must be consistent with Section 6.C, Attachment A, of the Meyers Area Plan.

2. The Standard Conditions of Approval listed in Attachment Q shall apply to this permit.
3. Prior to permit acknowledgement, the following conditions of approval must be satisfied.
 - A. The permittee shall submit a mobility mitigation fee of \$3,575.20 based on the creation of 164 average annual vehicle miles travelled (VMT) assessed at a rate of \$21.80 per VMT.
 - B. The permittee shall acknowledge the permit.
4. This permit does not authorize the permanent use or placement of permanent structures.
5. Any changes to the operation, maintenance, snow making or parking plan described in Condition #1 above require a separate permit.
6. Snowmaking equipment and associate generators must comply with applicable TRPA noise standards 55 CNEL (Community Noise Equivalent Level).
7. Parking is limited to the 50 paved spaces located at the base of the sledding hill as shown on the approved plans. Directional signage shall be used to direct patrons to the approved parking area. The applicant shall utilize a minimum of two parking attendants to ensure parking occurs in designated areas only. Once the 50 designated parking spaces are occupied parking attendants shall implement measures, such as signage and/or traffic control, to ensure spill over parking on adjacent roadways and parking areas does not occur and to reduce congestion at the entrance to the parking lot.
8. All lighting shall be of a sufficient height to ensure lights are to be directed downward onto the sledding surface. All lights shall have cut-off shields and at no time shall the light bulb or lighting element be visible beyond the fenced off perimeter of the sledding area.
9. All temporary structures shall be removed upon completion of the winter operating period.
10. Night sledding activities are prohibited.
11. The use of porta potties is prohibited.
12. All patrons of the day use area shall be restricted to the parking area, entrance facilities and fenced in sledding area.
13. All trash from the sledding area and parking lot shall be picked up prior to the end of daily operations.
14. The renting of snowmobiles is prohibited, and the use of snowmobiles shall be limited to employees of the concession for operational and/or public health and safety purposes.

15. Fueling of snowmobiles and snow grooming equipment shall only occur on paved surfaces and fuel spill prevention and clean up procedures shall be followed.
16. The sledding concession shall cease all sledding activities when snow depths are less than 6-inches in depth, at a minimum, to protect turf, avoid compaction and ground disturbance.
17. Off-site parking, including parking on county or state roadways, is prohibited.
18. Any change to the use requires approval of a TRPA plan revision permit prior to the changes being made to any element of the project. Failure to obtain prior approval for modifications may result in monetary penalties and removal of the unapproved elements.
19. This approval is based on the Permittee's representation that all plans and information contained in the subject application are true and correct. Should any information or representation submitted in connection with the project application be incorrect or untrue, TRPA may rescind this approval, or take other appropriate action.
20. To the maximum extent allowable by law, the Permittee agrees to indemnify, defend, and hold harmless TRPA, its Governing Board, its Planning Commission, its agents, and its employees (collectively, TRPA) from and against any and all suits, losses, damages, injuries, liabilities, and claims by any person (a) for any injury (including death) or damage to person or property or (b) to set aside, attack, void, modify, amend, or annul any actions of TRPA. The foregoing indemnity obligation applies, without limitation, to any and all suits, losses, damages, injuries, liabilities, and claims by any person from any cause whatsoever arising out of or in connection with either directly or indirectly, and in whole or in part (1) the processing, conditioning, issuance, or implementation of this permit; (2) any failure to comply with all applicable laws and regulations; or (3) the design, installation, or operation of any improvements, regardless of whether the actions or omissions are alleged to be caused by TRPA or the Permittee.

Included within the Permittee's indemnity obligation set forth herein, the Permittee agrees to pay all fees of TRPA's attorneys and all other costs and expenses of defenses as they are incurred, including reimbursement of TRPA as necessary for any and all costs and/or fees incurred by TRPA for actions arising directly or indirectly from issuance or implementation of this permit. TRPA will have the sole and exclusive control (including the right to be represented by attorneys of TRPA's choosing) over the defense of any claims against TRPA and over their settlement, compromise or other disposition. Permittee shall also pay all costs, including attorneys' fees, incurred by TRPA to enforce this indemnification agreement. If any judgment is rendered against TRPA in any action subject to this indemnification, the Permittee shall, at its expense, satisfy and discharge the same.

END OF PERMIT