City of South Lake Tahoe

"making a positive difference now"

CITY COUNCIL/
SOUTH TAHOE REDEVELOPMENT AGENCY/
SOUTH TAHOE JOINT POWERS FINANCING AUTHORITY/
SOUTH TAHOE JOINT POWERS PARKING AUTHORITY
MEETING AGENDA
Tuesday, October 19, 2004, 9:00 a.m.
City Council Chambers, 1900 Lake Tahoe Blvd.
South Lake Tahoe, California 96150

Tom Davis, Mayor
Kathay Lovell, Mayor Pro Tem
Councilmembers:
Judy Brown
Hal Cole
John Upton

ALL CITY COUNCIL MEETINGS ARE OPEN TO THE PUBLIC

PLEASE NOTE: THE MEETING LOCATION IS ACCESSIBLE TO PEOPLE WITH DISABILITIES. EVERY REASONABLE EFFORT WILL BE MADE TO ACCOMMODATE PARTICIPATION OF THE DISABLED AT ALL CITY COUNCIL MEETINGS; IF PARTICULAR ACCOMMODATIONS FOR THE DISABLED ARE NEEDED (i.e. DISABILITY-RELATED AIDS, OR OTHER SERVICES), PLEASE CONTACT THE CITY CLERK AT (530) 542-6004 AT LEAST 24 HOURS IN ADVANCE OF THE MEETING.

Agenda Packets are available for review at the City Clerk's Office, 1052 Tata Lane.

==========

CALL TO ORDER/PLEDGE OF ALLEGIANCE TO THE FLAG:

ROLL CALL:

PROCLAMATIONS:

(a) A Proclamation Recognizing the Month of October, 2004 as "Breast Cancer Awareness Month" in the City of South Lake Tahoe

(b) Certificate of Recognition Presented to Eugene W. Ross for his Dedicated Service as Commander of the Veterans of Foreign Wars Post 2627 and the American Legion Post 795

(c) A Proclamation Recognizing the Retirement of Mike Turner, Heavy Equipment Operator, for 25 Years of Outstanding Service to the City of South Lake Tahoe

PLEASE SEE THE CITY CLERK IF YOU NEED ASSISTANCE.
A COPY OF ALL WRITTEN MATERIAL PRESENTED AT THE MEETING MUST BE PROVIDED TO THE CITY CLERK FOR THE PUBLIC RECORD

Susan Alessi, CMC, City Clerk · (530) 542-6004
Administrative Center · 1052 Tata Lane · South Lake Tahoe, CA 96150-6324 · (530) 542-7411 FAX
salessi@ci.south-lake-tahoe.ca.us

COMMUNICATIONS FROM THE AUDIENCE:

This is the public's chance to speak on any topic not listed on this agenda. Please hold your comments to five minutes (or less). NOTE: California "Open Meeting Law" (better known as the "Brown Act") prohibits any action or discussion on any item not listed on the posted agenda EXCEPT that members of the City Council or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights. In addition, on their own initiative, or in response to questions posed by the public, a member of the City Council, or its staff, may ask a question for clarification provide a reference for factual information or request staff to report back to the Council. Persons appearing under "Communications from the Audience (regarding) non-agenda items" who desire to appeal a decision of a city commission, or staff, are required to see the City Clerk regarding the appeal fee, and paperwork necessary to be filed prior to having the item scheduled for a future Council agenda. This portion of the meeting is not video taped.

COMMISSION REPORT(S): (Oral Reports at the Meeting)

ADOPTION OF REGULAR & CONSENT AGENDA:

NOTE: If you want discussion on a CONSENT item, please tell the City Clerk prior to the commencement of the meeting and the item will be "pulled forward" for full discussion under the CONSENT FORWARD portion on the agenda. All the rest of the items which are not "pulled forward" receive an automatic 'YES' vote and the City Manager's Recommendation is carried out.

	CONSENT AGENDA: Item:		City Manager's Recommendation:
CC	1.	**Minutes:** **October 5, 2004 City Council/South Tahoe Redevelopment Agency Meeting**	**Approve**
CC	2.	**Monthly Financial Report for August, 2004**	**Receive and File**
CC	3.	**Resolution Adopting Establishment of 2004/05 Appropriation Limit in Compliance with Proposition 111**	**Adopt Resolution**

CONSENT AGENDA:

	Item:		City Manager's Recommendation:
CC	4.	Resolution of the City Council of the City of South Lake Tahoe Delegating Its Investment Authority to the City Treasurer and Reconfirming and Adopting the City Written Investment Policy Statement for the Fiscal Year October 1, 2004 to September 30, 2005	Adopt Resolution
CC	5.	An Ordinance Amending South Lake Tahoe City Code Section 32-20 Regarding Condominium Conversion of Certain Residential Property	Adopt Ordinance
CC	6.	An Ordinance Amending South Lake Tahoe City Code Section 8-40 Regarding Numbering of Buildings	Adopt Ordinance
CC	7.	General Plan Progress Report on the Implementation of the Housing Element	Receive and File; Forward to California Department of Housing and Community Development
CC	8.	Resolution Authorizing a Correction to the Amendment to Contract between the City of South Lake Tahoe City Council and the Board of Administration California Public Employees' Retirement System (Prior Pending Litigation that is No Longer Being Considered Regarding Implementation of the Enhanced Formula for Miscellaneous Employees)	Adopt Resolution
CC	9.	Resolution Authorizing Public Works Director to Submit a Grant Application to the United States Forest Service for $700,000 for the Al Tahoe Best Management Practices (BMP) Project, PWC 2004-01	Adopt Resolution; Authorize Mayor to Execute Grant Agreement
CC	10.	Contract Changes Order Numbers 8-17 between the City of South Lake Tahoe and Burdick Excavating Company, Inc. for the Glorene and Eighth Street Erosion Control Project, PWC 1999-15 ($169,957.19)	Approve Contract Change Orders 8-17

CONSENT AGENDA:

	Item:		City Manager's Recommendation:
CC	11.	Agreement between the City of South Lake Tahoe and Martin Alessi, dba Discount Boat and RV Supply, for Boat Storage Services at the Lake Tahoe Airport	Approve and Authorize Mayor to Execute Agreement
CC	12.	Resolution for Nuisance Abatement Costs Incurred at 960 Glorene Avenue – APN #23-351-041	Adopt Resolution
CC	13.	Resolution to Establish Budget in the Police Department for Minor Decoy Program Mini-Grant Award from the Department of Alcoholic Beverage Control (ABC)	Adopt Resolution
CC	14.	Ordinance Amending Various Sections of Chapter 12 of the South Lake Tahoe City Code Relating to Fire Protection within the City of South Lake Tahoe	Waive First Reading; Refer to Second Reading and Adoption at the November 2, 2004 City Council Meeting
STJPPA	15.	Report on Operation and Financial Status of the Public Parking Garage and Parking Enforcement for September 2004	Receive and File Report
STJPPA	16.	Agreement with Fehr & Peers, Transportation Consultants, to Complete Parking Garage Rate Fee Structure Analysis ($17,500)	Approve and Authorize City Manager to Execute Agreement

CONSENT FORWARD:

PUBLIC HEARING:

(a) A Resolution of the City Council of the City of South Lake Tahoe Establishing a Schedule for Fees and Charges for City Services (Master Fee Schedule 2004-05)

Recommendation: Hear Staff Report; Hold Public Hearing; Adopt Resolution

INFORMATIONAL PRESENTATION:

(a) Presentation Regarding November 2, 2004 State of California Ballot Measure Proposition 1A – Protection of Local Government Revenues

UNFINISHED BUSINESS:

(a) Preliminary Report from Citygate Associates on Preliminary Assessment of the South Lake Tahoe/Lake Valley Fire Consolidation Study

Recommendation:

1. **Hear presentation by Staff and Citygate Consultants;**
2. **Receive Public Comment;**
3. **Authorize City Staff and Consultants to Pause in the Consideration of Fire Service Consolidation in Order to Obtain Additional Cost-Related Information Necessary for Policy Makers to Make a Fully-Informed Decision on the Issue of Consolidation as Recommended by Citygate**

CITY COUNCIL/STRA MEMBER/CITY CLERK/CITY ATTORNEY/CITY MANAGER REPORTS:
Councilmembers, City Clerk, City Attorney and City Manager may provide brief reports. Councilmembers may also briefly comment on Council business, city operations, city projects and other items coming before the Council. This is also the opportunity for a Councilmember to request a specific issue come back on a future agenda for action. By consensus of the City Council, items may be referred to the City Manager and/or calendared for a future Council agenda. (Council Protocols, Page 2, #7). No action is taken at this time.

(a) Request by Mayor Davis to Place the City Council Department Budget on a future agenda for discussion.

CLOSED SESSION:

(a) LABOR NEGOTIATIONS (Government Code Section 54957.6)
City Negotiator: David Jinkens, City Manager
Employee Organizations: South Lake Tahoe Police Officers Association, Firemen's Association, South Lake Tahoe Safety Management Association and South Lake Tahoe Police Supervisors' Committee

ADJOURNMENT:

PLEASE NOTE: ALL CITY COUNCIL MEETINGS ARE VIDEOTAPED AND PLAYED DAILY AT 9:00 A.M. AND 7:00 P.M. ON GOVERNMENT ACCESS CHANNEL 21

City of South Lake Tahoe

"making a positive difference now"

ADDENDUM

CITY COUNCIL/
SOUTH TAHOE REDEVELOPMENT AGENCY/
SOUTH TAHOE JOINT POWERS FINANCING AUTHORITY/
SOUTH TAHOE JOINT POWERS PARKING AUTHORITY
MEETING AGENDA
Tuesday, October 19, 2004, 9:00 a.m.
City Council Chambers, 1900 Lake Tahoe Blvd.
South Lake Tahoe, California 96150

Tom Davis, Mayor
Kathay Lovell, Mayor Pro Tem
Councilmembers:
Judy Brown
Hal Cole
John Upton

ALL CITY COUNCIL MEETINGS ARE OPEN TO THE PUBLIC

PLEASE NOTE: THE MEETING LOCATION IS ACCESSIBLE TO PEOPLE WITH DISABILITIES. EVERY REASONABLE EFFORT WILL BE MADE TO ACCOMMODATE PARTICIPATION OF THE DISABLED AT ALL CITY COUNCIL MEETINGS; IF PARTICULAR ACCOMMODATIONS FOR THE DISABLED ARE NEEDED (i.e. DISABILITY-RELATED AIDS, OR OTHER SERVICES), PLEASE CONTACT THE CITY CLERK AT (530) 542-6004 AT LEAST 24 HOURS IN ADVANCE OF THE MEETING.

Agenda Packets are available for review at the City Clerk's Office, 1052 Tata Lane.

UNFINISHED BUSINESS:

(b) Discussion and Possible Direction/Action Regarding Proposed Revisions/Amendments to the Tahoe Regional Planning Agency's Final Draft Regional Transportation Plan for the Lake Tahoe Basin 2004-2007 (RTP 2004)

Susan Alessi, CMC, City Clerk · (530) 542-6004
Administrative Center · 1052 Tata Lane · South Lake Tahoe, CA 96150-6324 · (530) 542-7411 FAX
salessi@ci.south-lake-tahoe.ca.us

BROWN

LOVELL

DAVIS

COLE

UPTON

ITEM:
CC/REDEV DATE: 10/19/04

CONSENT
AGENDA

BROWN

LOVELL

DAVIS

COLE

UPTON

ITEM: PH (a)
CC/REDEV DATE: 10/19/04

BROWN

LOVELL

DAVIS

COLE

UPTON

ITEM: UB(a) Fire Consolidation
CC/REDEV DATE: 10/19/04

BROWN

LOVELL

DAVIS

OU

COLE

UPTON

ITEM: UB(b)
CC/REDEV DATE: 10/19/04

BROWN

LOVELL

DAVIS

COLE

UPTON

ITEM: Prop 1A (Reso Addtn Agenda
CC/REDEV DATE: 10/19/04

BROWN

LOVELL

DAVIS

COLE

UPTON

ITEM: Prop 1A Adopted Reso Support
CC/REDEV DATE: 10/19/04

PROCLAMATION

PROCLAMATION(S)

"BREAST CANCER AWARENESS MONTH"
OCTOBER, 2004

WHEREAS, Breast Cancer is the most commonly diagnosed form of cancer and the second leading cause of cancer death among women in the United States; and

WHEREAS, every woman is at risk for breast cancer even if she has no family history of the disease, but women over age 50 are at greatest risk for being diagnosed with breast cancer; and

WHEREAS, a mammogram is the single most effective method of detecting breast changes long before physical symptoms that may be cancer can be seen or felt; and

WHEREAS, Breast cancer is beatable if detected early, making awareness so important in the fight against it; and

WHEREAS, early detection, routine screening, and regular mammograms can substantially reduce the chance of death from breast cancer; and

WHEREAS, the pink ribbon is the internationally recognized symbol of breast cancer awareness; and

WHEREAS, October is National Breast Cancer Awareness Month, dedicated to increasing awareness of the importance of early detection of breast cancer with special educational efforts.

NOW, THEREFORE, be it resolved that the City Council of the City of South Lake Tahoe does hereby proclaim October, 2004, as **"BREAST CANCER AWARENESS MONTH"** and urge all citizens in South Lake Tahoe to wear pink ribbons in recognition of breast cancer awareness and in honor of all South Lake Tahoe women who have lost their lives to breast cancer and for those who are now courageously fighting the battle with breast cancer, and do further encourage women to consult with their health care providers about regular screening and to promote early detection of breast cancer by having regular clinical breast examinations getting regular mammograms and practicing monthly breast self examinations.

Dated: October 19, 2004

Susan Alessi, City Clerk

Tom Davis, Mayor

B

Certificate of Recognition

Presented to

Eugene W. Ross
Commander, VFW Post 2627
1998 -- 2002
Commander, American Legion Post 795
2004 – Present

Thank you for your
dedicated service as Commander of VFW Post 2627 and
Commander of the American Legion Post 795
South Lake Tahoe, California

Dated: October 19, 2004

Tom Davis, Mayor

C

Proclamation
Recognizing the Retirement of *Mike Turner*, Heavy Equipment Operator and Honoring Him for a Combined Total of Twenty-Five Years of Outstanding Service to the City of South Lake Tahoe

WHEREAS, Mike Turner has been a dedicated employee of the City of South Lake Tahoe in the Public Works Department Street Maintenance, Snow Removal and Facilities Maintenance Divisions for a combined total of twenty-five years; and

WHEREAS, Mike Turner began his employment with the City as a Maintenance Man I in August 1970; promoted to Maintenance Man II in March 1973; promoted to Maintenance Craftsman in June 1973; and resigned in June 1979. In November 1986, Mike was rehired as a temporary Street Maintenance Worker and worked in this position until he resigned in 1987. Mike was rehired in May 1988 as a Street Maintenance Worker and promoted to Senior Street Maintenance Worker in March 1991. In May 1994, Mike began his on-going temporary transfer/reassignment between the Facilities Maintenance Division as a Facilities Worker and the Street Division as a Senior Street Maintenance Worker. Mike was re-classed to Heavy Equipment Operator in December 1995; and

WHEREAS, during his twenty-five years, Mike Turner has done everything you can do in the Street Maintenance/Snow Removal Divisions and operated every piece of equipment used in these divisions; and

WHEREAS, he is our most experienced snow removal operator. Over his career, Mike plowed the biggest storms and never missed a callout. Even when things seemed overwhelming, Mike remained calm, stayed on task, setting the example for the younger operators. Of special interest, Mike, being the smallest guy in the division, has been the only employee with the prowess to tame the 1975 Norland, the biggest rotary in the fleet (no small feat); and

WHEREAS, during his tenure in the Facilities Maintenance Division, Mike performed as an electrician, plumber, builder, carpenter, cabinetmaker and painter for every department within the City and could troubleshoot anything that went wrong in a building; and

WHEREAS, Mike, with his quick wit and uncanny timing, entertained employees in all departments with his homespun stories; he remembered every joke he ever heard and repeated them eagerly; and

WHEREAS, Mike is the last of the "old timers" in the Public Works Department. Throughout the evolution of the City, he kept us in touch with its thirty-nine-year history. He will be missed for many reasons; especially noteworthy are the memories he shared of South Lake Tahoe since the 1950's.

NOW, THEREFORE, the City Council of the City of South Lake Tahoe does hereby express its sincere appreciation and gratitude to **Mike Turner** for a combined total of twenty-five years of quality service to the City. We wish him the very best in his retirement.

Dated: October 19, 2004

Susan Alessi, City Clerk

Tom Davis, Mayor

2

2

City of South Lake Tahoe

"making a positive difference now"

Staff Report for the
City Council Meeting of October 19, 2004

TO: David M. Jinkens, City Manager

FR: Christine Vuletich, Director of Finance

DT: October 11, 2004

RE: Monthly Financial Report, August 2004

RECOMMENDATION:

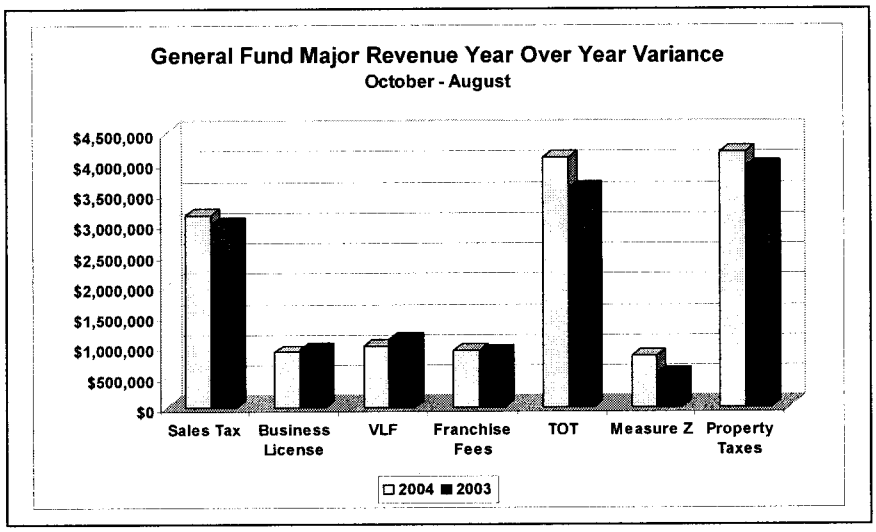
Receive and file Monthly Financial Report for August 2004.

ISSUE AND DISCUSSION:

The Finance Department prepares a monthly financial report to assist the City Council in the analysis of the City's financial status. The goal of the Finance Department is to provide financial information in a concise and easily understandable format that will aide the Council in making decisions of a financial nature. To that end we have made some minor modifications to the report this month and will continue to improve the format of the report of the next several months. The attachments to this report provide additional detail.

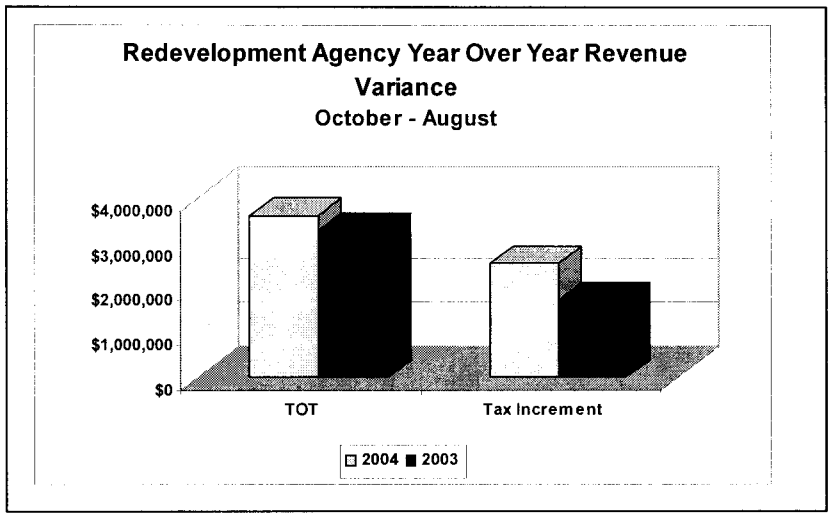
General Fund

For the period of October to August General Fund revenues increased 7.2% over the same period last year. This increase results primarily from increased Measure Z revenues and reflects the increase this year to $1.50 from $1.00 per room. General Fund revenues received for the fiscal year to date are at 89.9% of budget. General Fund expenditures were at 84.4% for the period.



Redevelopment Agency

The Redevelopment Agency's revenues increased 23.2% during the period from October through August as compared to last year. The increase is primarily due to a 47.2% growth in tax increment reflecting the new Marriott Properties time share units that have been sold this year. Transient Occupancy Taxes (TOT) were up 10.5% over the prior year,



Special Revenue Funds

Special Revenue Fund revenues are at 56.9% of budget and expenditures were at 47.3% of budget for the period primarily due to the delayed start date of two affordable housing projects. The City is still entitled to the State Home Loan grant funds and will begin billing for these revenues as construction begins next fiscal year.

Capital Project Revenues

The City's capital project revenues were at 36.9% for the period, while expenditures were at 33.4%. These differences reflect the timing of grant funds received and actual construction progress on the projects. The Redevelopment Agency's capital project revenues were at 51.6% of budget for the period. The agency's capital project expenditures were at 62.2% of budget.

Enterprise Funds

Enterprise fund revenues were at 63.5% of budget primarily due to less than anticipated revenue received from grants for airport capital projects that have been delayed until the new fiscal year, and parking related enterprises. Expenditures were at 66.7% of budget for the period.

Redevelopment Agency Debt Service Funds

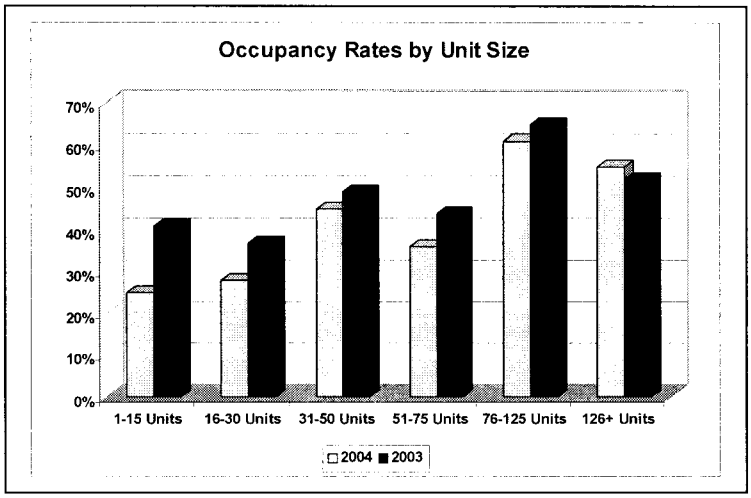
Debt service fund revenues for the Redevelopment Agency were at 85.2% resulting primarily from less than anticipated Parking Authority revenues. Expenditures were at 97.6% for the period.

Transient Occupancy Taxes

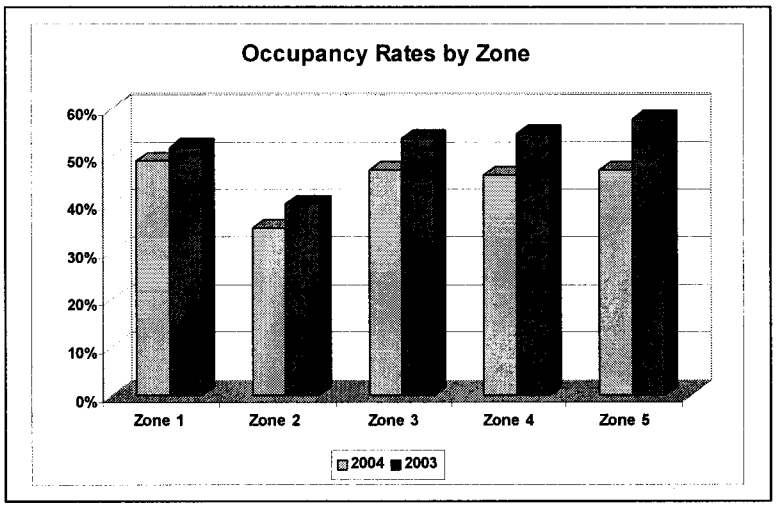
For the month total TOT revenues increased 5.11% over the same month last year. For the fiscal year-to-date, TOT revenues are up 10.4% over the same eleven month period last year. The increase results primarily from a significant increase in collections of delinquencies, and from Measure Z revenues.

Occupancy Rates

This information is for the month prior to the financial reporting period as the City receives this information one month in arrears. The highest occupancy rates for both years in the month of July are in the 76-125 unit range. Occupancy rates declined in all but the 126+ unit range, which increased 3% over the prior year. This range also has the highest average room price.



Occupancy rates by geographic zone within the City are presented below. Occupancy rates declined for the month as compared to the prior year in all zones. The smallest decline was 3% in Zone 1, which encompasses the Stateline area. This zone also has the highest average room price.



The geographic zones are currently defined based on a TOT Zone map that was created a number of years ago, and does not currently include the Tahoe Keys area. Staff will be reviewing the zones over the next several months and updating the map as necessary. The existing zones are currently defined as follows:

Zone 1	Stateline Area
Zone 2	Ski Run, Heavenly and Bijou Areas
Zone 3	Al Tahoe Area
Zone 4	Sierra Tract, East Y Area
Zone 5	West Y and Emerald Bay Road Areas

Cash Report
The City's cash and investments totaled $14,681,195 at month end. Negative cash balances at this point in the year reflect timing differences in the case of grant funds not yet billed or received, or year-end adjustments that will be made.

The negative cash position in the Redevelopment Agency Capital Projects Fund will be reversed through a transfer from fund balance previously approved by the Council and a draw down of available construction bond proceeds for the nearly completed Park Avenue project. The negative cash position in the Parking Authority Debt Service funds is due to less than anticipated revenues. While the Authority will still receive some revenues through year end, this situation will need to be addressed.

FINANCIAL AND/OR POLICY IMPLICATIONS:

Negative cash in the Parking Authority fund will need to be addressed.

Christine M. Vuletich
Director of Finance

Reviewed and Approved by:

David Jinkens, City Manager

Attachments

Attachments

City of South Lake Tahoe
Major Revenue Variance Report

Fund	Current Month: August 2004					Fiscal Year to Date: October 2003 - August 2004				
	2004 Actual	2004 Budget	Actual to Budget Variance	2003 Actual	2004 to 2003 Variance	2004 Actual	2004 Budget	Actual to Budget Variance	2003 Actual	2004 to 2003 Variance
General Fund										
Sales Tax ($3,650,000)	$ 324,600	$ 307,380	5.6%	$ 312,000	4.0%	$ 3,143,324	$ 3,114,731	0.9%	$ 2,998,515	4.8%
Business License ($950,000)	319,646	256,479	24.6%	222,747	43.5%	901,944	921,099	-2.1%	942,021	-4.3%
Motor Vehicle in Lieu ($1,400,000)	28,451	114,053	-75.1%	85,157	-66.6%	1,004,261	1,184,235	-15.2%	1,114,801	-9.9%
Franchise Fees ($1,118,000)	77,195	77,347	-0.2%	68,082	13.4%	925,108	885,396	4.5%	910,992	1.5%
TOT ($4,800,000)	763,328	746,059	2.3%	707,982	7.8%	4,076,901	4,026,664	1.2%	3,595,092	13.4%
Measure Z ($1,275,000)	152,131	147,276	3.3%	107,574	41.4%	842,027	771,461	9.1%	548,933	53.4%
Property Taxes ($4,111,000)	-	-		-		4,170,507	4,009,263	4.0%	3,945,627	5.7%
Total General Fund	**$ 1,665,351**	**$ 1,648,594**	**1.0%**	**1,503,542**	**10.8%**	**$ 15,064,072**	**$ 14,912,849**	**1.0%**	**$ 14,055,981**	**7.2%**
Redevelopment Agency										
Redevelopment TOT ($4,924,000)	$ 565,462	$ 603,865	-6.4%	593,332	-4.7%	3,622,832	3,888,179	-6.8%	3,279,710	10.5%
Redevopment Tax Increment ($2,742,000)	-	-		-		2,554,498	2,642,688	-3.3%	1,735,194	47.2%
Total Redevelopment Agency	**$ 565,462**	**$ 603,865**	**-6.4%**	**593,332**	**-4.7%**	**$ 6,177,330**	**$ 6,530,867**	**-5.4%**	**$ 5,014,904**	**23.2%**

City of South Lake Tahoe
Revenue Analysis by Fund

Fiscal Year 2003-04
Balances as of August 31, 2004
91.67% of the Year Elapsed

			Budget	Actual	Remaining Budget	Percent Of Budget Collected
General Fund						
100	315XX	Transient Occupancy Taxes (TOT)	$ 4,800,000	$ 4,076,901	$ 723,099	84.9%
100	31510	Measure Z	$ 1,275,000	$ 842,027	$ 432,973	66.0%
100	311XX	Property Taxes	$ 4,111,000	$ 4,170,507	$ (59,507)	101.4%
100	31300	Sales Tax	$ 3,650,000	$ 3,143,324	$ 506,676	86.1%
100	32100	Business License Taxes	$ 950,000	$ 901,945	$ 48,055	94.9%
100	3XXXX	Vacation Ordinance	$ 55,750	$ 51,700	$ 4,050	92.7%
100	31820	Franchise Fees	$ 1,118,000	$ 932,249	$ 185,751	83.4%
100	33201	Motor Vehicle Fees	$ 1,400,000	$ 1,004,221	$ 395,779	71.7%
10004	3XXXX	Parks & Recreation	$ 2,048,116	$ 1,669,950	$ 378,166	81.5%
100	33XXX	Revenues from Other Agencies	$ 291,250	$ 267,388	$ 23,862	91.8%
100	363XX	Transfers-In	$ 421,000	$ 360,000	$ 61,000	85.5%
100	Plug	All other Revenues	$ 2,592,112	$ 2,990,523	$ (398,411)	115.4%
	Total General Fund Revenues		**$ 22,712,228**	**$ 20,410,735**	**$ 2,301,493**	**89.9%**
Special Revenue Funds						
201	03510	Gas Tax	$ 510,000	$ 516,398	$ (6,398)	101.3%
207	03610	Snow Removal	$ 965,133	$ 1,047,361	$ (82,228)	108.5%
208	03610	Snow Removal Equipment	$ 204,917	$ 226,443	$ (21,526)	110.5%
210	03010	Vehicle Replacement	$ 63,480	$ 43,739	$ 19,741	68.9%
211	02110	Vehicle Replacement - Police	$ 129,844	$ 142,144	$ (12,300)	109.5%
213	02210	Vehicle Replacement - Fire	$ 70,000	$ 71,467	$ (1,467)	102.1%
230	02110	LLEBG	$ 33,436	$ 33,725	$ (289)	100.9%
231	02110	AB3229 COPS Grant	$ 100,200	$ 99,654	$ 546	99.5%
232	02110	Safety Sales Tax - Police & Fire	$ 460,000	$ 435,874	$ 24,126	94.8%
233	02110	Asset Forfeiture	$ 36,000	$ 23,843	$ 12,157	66.2%
236	02260	EMS - JPA	$ 423,912	$ 670,077	$ (246,165)	158.1%
237	02130	Police Boat Safety Patrol	$ 92,480	$ 55,131	$ 37,349	59.6%
238	02110	Domestic Violence Grant	$ 99,999	$ 89,947	$ 10,052	89.9%
239	02260	EMS - Interfacility Transfers	$ 90,500	$ 85,878	$ 4,622	94.9%
240	03800	AB 939 Solid Waste	$ 50,050	$ 109	$ 49,941	0.2%
241	03801	Clean Community	$ 129,752	$ 139,779	$ (10,027)	107.7%
242	03802	Vehicle Abatement	$ 80,000	$ 53,181	$ 26,819	66.5%
243	03803	Nuisance Abatement	$ 85,500	$ 60,765	$ 24,735	71.1%
244	03804	Solid Waste JPA	$ 110,760	$ 52,032	$ 58,728	47.0%
245	03805	Street Sweeping	$ 15,850	$ 60,395	$ (44,545)	381.0%
245	03806	Snow Sweeping	$ 54,747	$ 15,645	$ 39,102	28.6%
251	06011	State Home Program	$ 4,603,781	$ 841,472	$ 3,762,309	18.3%
251	06014	Home Loan Repayment	$ 180,000	$ 120,146	$ 59,854	66.7%
251	06015	RDA Loan Repayments	$ 55,000	$ -	$ 55,000	0.0%
252	06012	State CDBG Rehab Program	$ 1,283,698	$ 384,149	$ 899,549	29.9%
252	06016	CDBG Program Income Loans	$ 378,000	$ 144,242	$ 233,758	38.2%
252	06017	State CDBG Economic Development	$ 844,521	$ 92,232	$ 752,289	10.9%
253	06010	HED Administration	$ 597,910	$ 511,037	$ 86,873	85.5%
253	06018	State CalHome Program	$ 476,250	$ 143,433	$ 332,817	30.1%
261	09110	RDA Administration	$ 988,958	$ 909,254	$ 79,704	91.9%
262	09120	Low/Mod Income Housing	$ 855,000	$ 912,601	$ (57,601)	106.7%
270	03710	General Plan	$ 3,500	$ 13,208	$ (9,708)	377.4%
280	01511	Ski Run Business Improvement Dist	$ 8,000	$ (972)	$ 8,972	-12.1%
281	04120	Measure S Maintenance Fund	$ 5,000	$ 22,015	$ (17,015)	440.3%
	Total Special Revenue Revenues		**$ 14,086,178**	**$ 8,016,404**	**$ 6,069,774**	**56.9%**
Capital Projects - City						
301	40012	Al Tahoe/Pioneer Bijou Creek	$ 16,954	$ 47,954	$ (31,000)	282.8%
301	40013	Rocky Point	$ 1,477,717	$ 1,063,352	$ 414,365	72.0%
301	40014	Glorene/8th Street ECP	$ 3,289,716	$ 2,074,877	$ 1,214,839	63.1%
301	40016	Industrial Tract WQ and SEZ Restoration	$ 13,337	$ 5,733	$ 7,604	43.0%
301	40017	Upper Truckee Restoration	$ 636,000	$ 54,149	$ 581,851	8.5%
301	40018	Sierra Tract	$ 1,651,691	$ 219,367	$ 1,432,324	13.3%

City of South Lake Tahoe
Revenue Analysis by Fund

Fiscal Year 2003-04
Balances as of August 31, 2004
91.67% of the Year Elapsed

		Budget	Actual	Remaining Budget	Percent Of Budget Collected
301 40019	East Pioneer Trail	$ 545,485	$ 190,029	$ 355,456	34.8%
301 40025	ECP Curtem Monitoring Phase II	$ 77,823	$ 29,905	$ 47,918	38.4%
301 40026	Chemical Treatment Study	$ 307,093	$ -	$ 307,093	0.0%
301 40027	Rocky Point Phases 3 and 4	$ 3,013,840	$ 349,262	$ 2,664,578	11.6%
301 50002	Sierra Boulevard Intersection	$ 417,750	$ 185,000	$ 232,750	44.3%
301 50003	Harrison Avenue Improvements	$ 54,920	$ -	$ 54,920	0.0%
301 50004	Ski Run Village Improvements	$ 1,133,364	$ 1,021,350	$ 112,014	90.1%
301 50009	South Y Improvements	$ 1,390,000	$ 350,000	$ 1,040,000	25.2%
301 50012	15th Street Bike Trail	$ 163,325	$ 44,678	$ 118,647	27.4%
301 50014	Lyons/Rufus Allen Sidewalk	$ 473,200	$ 605	$ 472,595	0.1%
301 50015	Tahoe Keys Right Turn Lane	$ 260,000	$ -	$ 260,000	0.0%
301 50016	El Dorado Beach/Ski Run Bike Trail	$ 420,000	$ -	$ 420,000	0.0%
301 60023	El Dorado Boat Launch	$ 445,157	$ -	$ 445,157	0.0%
301 60026	Playground & Site	$ 35,450	$ 35,450	$ -	100.0%
301 60037	Transit M & O Facility	$ 274,266	$ 220,759	$ 53,507	80.5%
301 60038	LTA Handicap Access	$ 45,450	$ 45,700	$ (250)	100.6%
301 60039	Above Ground Fuel Tanks	$ 25,000	$ 25,000	$ -	100.0%
301 60041	Heavenly Village Transit/Visitor	$ 97,000	$ -	$ 97,000	0.0%
301 70000	City CIP - Administration	$ 33,040	$ 9,389	$ 23,651	28.4%
302 40003	Trout Creek Restoration	$ 85,330	$ 17,508	$ 67,822	20.5%
303 50000	Unallocated Transportation (RSTP)	$ 71,636	$ 77,334	$ (5,698)	108.0%
Total City CIP Revenues		**$ 16,454,544**	**$ 6,067,402**	**$ 10,387,142**	**36.9%**
Capital Projects - Redevelopment					
350 91000	Redevelopment Ski Run Area	$ 75,271	$ -	$ 75,271	0.0%
350 92001	Park Avenue	$ 786,483	$ 444,614	$ 341,869	56.5%
Total Redevelopment CIP Revenues		**$ 861,754**	**$ 444,614**	**$ 417,140**	**51.6%**
Debt Service - Redevelopment					
450 09220	Redevelopment Debt Service	$ 8,538,000	$ 7,332,097	$ 1,205,903	85.9%
451 09320	Parking Authority Debt Service	$ 627,555	$ 473,231	$ 154,324	75.4%
Total Debt Service Revenues		**$ 9,165,555**	**$ 7,805,328**	**$ 1,360,227**	**85.2%**
Enterprise Funds					
501	Airport	$ 2,016,615	$ 875,223	$ 1,141,392	43.4%
520 05320	Parking Garage Operations	$ 904,000	$ 614,550	$ 289,450	68.0%
520 05330	Parking Enforcement	$ 162,500	$ 84,057	$ 78,443	51.7%
550	Transit	$ 901,764	$ 958,038	$ (56,274)	106.2%
Total Enterprise Fund Revenues		**$ 3,984,879**	**$ 2,531,869**	**$ 1,453,010**	**63.5%**
Internal Service Funds					
601 01220	Health Self-Insurance	$ 3,883,864	$ 3,027,353	$ 856,511	77.9%
602 01220	Worker's Compensation	$ 990,616	$ 978,302	$ 12,314	98.8%
603 03410	Motor Pool	$ 785,565	$ 584,934	$ 200,631	74.5%
605 01220	Health Insurance Retiree Savings	$ 410,000	$ 420,897	$ (10,897)	102.7%
Total Internal Service Fund Revenues		**$ 6,070,045**	**$ 5,011,486**	**$ 1,058,559**	**82.6%**
Trust Funds					
707 01962	Park Avenue CFD	$ 577,863	$ 466,329	$ 111,534	80.7%
704 04120	Athletic Facilities	$ 2,000	$ 2,992	$ (992)	149.6%
Total Trust Fund Revenues		**$ 577,863**	**$ 466,329**	**$ 111,534**	**80.7%**
Total Revenue-All Funds		**$ 73,913,046**	**$ 50,754,168**	**$ 23,158,878**	**68.7%**

City of South Lake Tahoe
Expenditure Analysis by Fund

Fiscal Year 2003-04
Balances as of August 31, 2004
91.67% of the Year Elapsed

		Budget	Actual	Remaining Budget	% Of Budget Expended	
General Fund						
Elected						
100 01110	City Council	$ 129,311	$ 118,962	$ 10,349	92.0%	
100 01130	City Clerk	$ 207,608	$ 153,301	$ 54,307	73.8%	
	Total Elected	**$ 336,919**	**$ 272,263**	**$ 64,656**	**80.8%**	
Administration						
100 01210	City Attorney	$ 441,835	$ 274,289	$ 167,546	62.1%	
100 01220	Risk Management	$ 277,737	$ 233,462	$ 44,275	84.1%	
100 01310	City Manager	$ 511,453	$ 239,777	$ 271,676	46.9%	
100 01320	Human Resources	$ 224,000	$ 187,248	$ 36,752	83.6%	
100 01511	Accounting	$ 540,611	$ 505,729	$ 34,882	93.5%	
100 01516	Treasury	$ 20,777	$ 19,839	$ 938	95.5%	
100 01620	Purchasing	$ 148,231	$ 137,986	$ 10,245	93.1%	
100 01730	Revenue Collection	$ 64,858	$ 57,425	$ 7,433	88.5%	
100 01735	Vacation Ordinance	$ 66,086	$ 45,206	$ 20,880	68.4%	
	Total Administration	**$ 2,295,588**	**$ 1,700,960**	**$ 594,628**	**74.1%**	
Non-Departmental						
100 01840	Information Systems	$ 394,396	$ 250,723	$ 143,673	63.6%	
100 01951	Non-Departmental	$ 430,739	$ 266,737	$ 164,002	61.9%	
100 01952	Emergency Preparedness	$ 31,028	$ -	$ 31,028	0.0%	
100 01953	Community Marketing	$ 640,518	$ 501,296	$ 139,222	78.3%	
100 01954	General Contingency	$ 28,159	$ -	$ 28,159	0.0%	
100 01956	General Fund Transfers In/Out	$ 2,054,449	$ 1,768,075	$ 286,374	86.1%	
100 01958	Rents & Leases	$ 229,298	$ 227,347	$ 1,951	99.1%	
	Total Non-Departmental	**$ 3,808,587**	**$ 3,014,178**	**$ 794,409**	**79.1%**	
Police						
100 02110	Police Administration	$ 826,266	$ 814,019	$ 12,247	98.5%	
100 02120	Police Operations	$ 3,279,242	$ 3,072,791	$ 206,451	93.7%	Retirement payouts of $62,534.
100 02150	Police Certified Training	$ 55,000	$ 49,624	$ 5,376	90.2%	
100 02160	Joint Dispatch Center	$ 528,014	$ 485,976	$ 42,038	92.0%	
100 02180	Police Support	$ 1,662,327	$ 1,312,874	$ 349,453	79.0%	Retirement Payouts of $73,223.
	Total Police	**$ 6,350,849**	**$ 5,735,285**	**$ 615,564**	**90.3%**	
Fire						
100 02210	Fire Administration	$ 341,331	$ 271,761	$ 69,570	79.6%	
100 02220	Fire Suppression	$ 3,601,763	$ 3,240,264	$ 361,499	90.0%	
100 02230	Fire Prevention	$ 5,154	$ 4,340	$ 814	84.2%	
100 02250	Fire Reserves Program	$ 14,175	$ 14,378	$ (203)	101.4%	
	Total Fire	**$ 3,962,423**	**$ 3,530,745**	**$ 431,679**	**89.1%**	
Public Works						
100 03010	Public Works Administration	$ 252,602	$ 228,869	$ 23,733	90.6%	
100 03110	Building and Safety	$ 605,040	$ 408,936	$ 196,104	67.6%	
100 03111	Building Board of Appeals	$ 71	$ -	$ 71	0.0%	
100 03210	Engineering	$ 672,452	$ 526,715	$ 145,737	78.3%	
100 03310	Facilities Maintenance	$ 330,140	$ 226,920	$ 103,220	68.7%	
100 03710	Planning	$ 338,618	$ 309,778	$ 28,840	91.5%	
100 03711	Planning Commission	$ 525	$ -	$ 525	0.0%	
	Total Public Works	**$ 2,199,448**	**$ 1,701,218**	**$ 498,230**	**77.3%**	
Parks						
100 04110	Golf Course	$ 227,036	$ 195,897	$ 31,139	86.3%	
100 04120	Parks Areas	$ 48,998	$ 44,213	$ 4,785	90.2%	
100 04130	Campground	$ 229,756	$ 179,705	$ 50,051	78.2%	
100 04140	Beaches	$ 106,697	$ 64,491	$ 42,206	60.4%	
100 04150	Park Services	$ 295,340	$ 266,729	$ 28,611	90.3%	
	Total Parks	**$ 907,827**	**$ 751,035**	**$ 156,792**	**82.7%**	
Recreation						
100 04160	Contracts	$ 105,257	$ 69,538	$ 35,719	66.1%	
100 04230	Senior Center	$ 179,313	$ 136,874	$ 42,439	76.3%	
100 04240	Sport	$ 70,829	$ 44,571	$ 26,258	62.9%	
100 04260	Ice Arena	$ 684,419	$ 601,208	$ 83,211	87.8%	
100 04270	Swimming Pool	$ 210,008	$ 172,655	$ 37,353	82.2%	
100 04280	Youth & Teens	$ 166,745	$ 163,573	$ 3,172	98.1%	
100 04290	Recreation Services	$ 471,141	$ 464,074	$ 7,067	98.5%	Retirement Payouts of $23,547.
	Total Recreation	**$ 1,887,712**	**$ 1,652,492**	**$ 235,220**	**87.5%**	
	Total General Fund Expenditures	**$ 21,749,353**	**$ 18,358,175**	**$ 3,391,178**	**84.4%**	

City of South Lake Tahoe
Expenditure Analysis by Fund

Fiscal Year 2003-04
Balances as of August 31, 2004
91.67% of the Year Elapsed

		Budget	Actual	Remaining Budget	% Of Budget Expended
Special Revenue Funds					
201 03510	Gas Tax	$ 1,300,598	$ 737,653	$ 562,945	56.7%
207 03610	Snow Removal	$ 965,237	$ 1,087,228	$ (121,991)	112.6%
208 03610	Snow Removal Equipment	$ 204,917	$ 204,917	$ 0	100.0%
210 03010	Vehicle Replacement	$ 296,776	$ 295,345	$ 1,431	99.5%
211 02110	Vehicle Replacement - Police	$ 69,135	$ 70,015	$ (880)	101.3%
213 02210	Vehicle Replacement - Fire	$ 51,353	$ 51,630	$ (277)	100.5%
230 02110	LLEBG	$ 33,189	$ 45,494	$ (12,305)	137.1%
231 02110	AB3229 COPS Grant	$ 100,000	$ 70,585	$ 29,415	70.6%
232 02110	Safety Sales Tax - Police	$ 229,816	$ 230,277	$ (461)	100.2%
232 02210	Safety Sales Tax - Fire	$ 229,816	$ 184,739	$ 45,077	80.4%
233 02110	Asset Forfeiture	$ 78,386	$ 118,635	$ (40,249)	151.3%
234 02110	CLETP/CLEEP Tech Grant	$ 3,140	$ 3,192	$ (52)	101.7%
236 02260	EMS - JPA	$ 430,567	$ 499,623	$ (69,056)	116.0%
237 02130	Police Boat Safety Patrol	$ 100,815	$ 105,273	$ (4,458)	104.4%
238 02110	Domestic Violence Grant	$ 99,999	$ 98,902	$ 1,097	98.9%
239 02260	EMS - Interfacility Transfers	$ 41,957	$ 23,406	$ 18,551	55.8%
240 03800	AB 939 Solid Waste	$ 13,954	$ 1,567	$ 12,387	11.2%
241 03801	Clean Community	$ 129,720	$ 136,603	$ (6,883)	105.3%
242 03802	Vehicle Abatement	$ 118,223	$ 97,510	$ 20,713	82.5%
243 03803	Nuisance Abatement	$ 85,123	$ 89,018	$ (3,895)	104.6%
244 03804	Solid Waste JPA	$ 110,760	$ 73,891	$ 36,870	66.7%
245 03805	Street Sweeping	$ 18,236	$ 28,550	$ (10,314)	156.6%
245 03806	Snow Sweeping	$ 50,852	$ 70,090	$ (19,238)	137.8%
251 06011	State Home Program	$ 4,603,781	$ 3,604	$ 4,600,177	0.1%
251 06014	Home Loan Repayment	$ 180,000	$ 54,588	$ 125,412	30.3%
251 06015	RDA Loan Repayments	$ 55,000	$ -	$ 55,000	0.0%
252 06012	State CDBG Rehab Program	$ 1,282,899	$ 383,892	$ 899,006	29.9%
252 06016	CDBG Program Income Loans	$ 378,000	$ 150,963	$ 227,037	39.9%
252 06017	State CDBG Economic Development	$ 850,584	$ 111,362	$ 739,222	13.1%
253 06010	HED Administration	$ 599,655	$ 537,032	$ 62,623	89.6%
254 06018	State CalHome Program	$ 476,250	$ 143,433	$ 332,817	30.1%
261 09110	RDA Administration	$ 988,743	$ 828,953	$ 159,790	83.8%
262 09120	Low/Mod Income Housing	$ 755,560	$ 524,619	$ 230,941	69.4%
270 03710	General Plan	$ 137	$ 130	$ 7	94.6%
280 01511	Ski Run Business Improvement	$ 8,000	$ 3,445	$ 4,555	43.1%
281 04120	Measure S Maintenance Fund	$ 5,000	$ 1,088	$ 3,913	21.8%
Total Special Revenue Expenditures		**$ 14,946,178**	**$ 7,067,250**	**$ 7,878,928**	**47.3%**
Debt Service - Redevelopment					
450 09220	Redevelopment Debt Service	$ 8,274,327	$ 8,014,834	$ 259,493	96.9%
451 09320	Parking Authority Debt Service	$ 612,312	$ 640,313	$ (28,001)	104.6%
707 01962	Park Avenue CFD Fund	$ 577,863	$ 577,863	$ -	100.0%
Total Debt Service Expenditures		**$ 9,464,502**	**$ 9,233,009**	**$ 231,493**	**97.6%**
Enterprise Funds					
501	Airport	$ 2,047,771	$ 950,313	$ 1,097,458	46.4%
520 05320	Parking Garage Operations	$ 902,566	$ 604,481	$ 298,085	67.0%
520 05330	Parking Enforcement	$ 114,938	$ 88,380	$ 26,558	76.9%
550	Transit	$ 932,763	$ 1,022,705	$ (89,942)	109.6%
Total Enterprise Fund Expenditures		**$ 3,998,038**	**$ 2,665,879**	**$ 1,332,159**	**66.7%**
Internal Service Funds					
601 01220	Health Self-Insurance	$ 3,883,917	$ 2,327,661	$ 1,556,256	59.9%
602 01220	Worker's Compensation	$ 990,616	$ 813,715	$ 176,901	82.1%
603 03410	Motor Pool	$ 788,394	$ 609,560	$ 178,834	77.3%
Total Internal Service Fund Expenditures		**$ 5,662,927**	**$ 3,750,936**	**$ 1,911,991**	**66.2%**

City of South Lake Tahoe
Expenditure Analysis by Fund

Fiscal Year 2003-04
Balances as of August 31, 2004
91.67% of the Year Elapsed

		Budget	Actual	Remaining Budget	% Of Budget Expended
Capital Projects - City					
301 40007	Erosion Control Costs	$ 94,023	$ -	$ 94,023	0.0%
301 40012	Al Tahoe/Pioneer Bijou Creek	$ 900	$ 900	$ -	100.0%
301 40013	Rocky Point	$ 1,469,464	$ 968,165	$ 501,299	65.9%
301 40014	Glorene/8th Street ECP	$ 3,514,911	$ 2,005,174	$ 1,509,737	57.0%
301 40016	Industrial Tract WQ and SEZ Restoration	$ 9,455	$ 548	$ 8,907	5.8%
301 40017	Upper Truckee Restoration	$ 636,000	$ 75,322	$ 560,678	11.8%
301 40018	Sierra Tract	$ 1,703,771	$ 305,541	$ 1,398,230	17.9%
301 40019	East Pioneer Trail	$ 539,227	$ 213,689	$ 325,538	39.6%
301 40025	ECP Curtem Monitoring Phase II	$ 78,039	$ 47,164	$ 30,875	60.4%
301 40026	Chemical Treatment Study	$ 307,093	$ -	$ 307,093	0.0%
301 40027	Rocky Point Phases 3 and 4	$ 3,168,390	$ 183,500	$ 2,984,890	5.8%
301 50002	Various Intersections	$ 437,477	$ -	$ 437,477	0.0%
301 50003	Harrison Avenue Improvements	$ 54,920	$ -	$ 54,920	0.0%
301 50004	Ski Run Village Improvements	$ 1,154,936	$ 1,020,991	$ 133,945	88.4%
301 50006	Highway 50 Improvement Projects	$ 12,300	$ -	$ 12,300	0.0%
301 50008	Linear Park Ext/Pine Blvd	$ 2,120	$ 2,620	$ (500)	123.6%
301 50009	South Y Improvements	$ 1,390,473	$ 290,578	$ 1,099,895	20.9%
301 50010	Curb Ramp Installation	$ 24,600	$ -	$ 24,600	0.0%
301 50012	15th Street Bike Trail	$ 95,004	$ 985	$ 94,019	1.0%
301 50014	Lyons/Rufus Allen Sidewalk Improvement	$ 473,200	$ 615	$ 472,585	0.1%
301 50015	Tahoe Keys Right Turn Lane	$ 260,000	$ -	$ 260,000	0.0%
301 50016	El Dorado Beach/Ski Run Bike Trail	$ 420,000	$ -	$ 420,000	0.0%
301 60001	Bijou Community Park	$ 258,099	$ -	$ 258,099	0.0%
301 60004	Heater/Blower Airstruct Pool	$ 65,000	$ -	$ 65,000	0.0%
301 60011	Parking Lots Overlay	$ 50,027	$ -	$ 50,027	0.0%
301 60023	El Dorado Boat Launch	$ 464,435	$ 261	$ 464,174	0.1%
301 60025	Ice Skating Facility	$ 2,896	$ 1,396	$ 1,500	48.2%
301 60030	Roof at 1700 "D" Street	$ 124,000	$ 107,424	$ 16,576	86.6%
301 60035	Underground Storage Tank	$ 25,000	$ 6,537	$ 18,463	26.1%
301 60037	Transit M & O Facility	$ 265,851	$ 265,852	$ (1)	100.0%
301 60038	LTA Handicap Access	$ 46,250	$ 6,356	$ 39,894	13.7%
301 60039	Above Ground Fuel Tanks	$ 25,000	$ -	$ 25,000	0.0%
301 60041	Heavenly Village Transit/Visitor Center	$ 97,000	$ -	$ 97,000	0.0%
301 70000	City CIP - Administration	$ 70,733	$ 23,056	$ 47,677	32.6%
301 70012	South "Y" Community Plan	$ 292,675	$ -	$ 292,675	0.0%
301 70013	Additional Bi-Tech Purchases	$ 22,894	$ -	$ 22,894	0.0%
301 70014	Snow Storage Acquisition	$ 95,000	$ -	$ 95,000	0.0%
301 75000	CIP Reserves	$ 210,602	$ -	$ 210,602	0.0%
302 40003	Trout Creek Restoration	$ 62,235	$ 28,981	$ 33,254	46.6%
303 50000	Unallocated Transportation (RSTP)	$ 707,814	$ 703,820	$ 3,994	99.4%
	Total City CIP Expenditures	**$ 18,731,814**	**$ 6,259,474**	**$12,472,340**	**33.4%**
Capital Projects - Redevelopment					
350 91000	Ski Run Area	$ 54,850	$ 1,192	$ 53,658	2.2%
350 92001	Park Avenue	$ 2,786,483	$ 1,758,630	$ 1,027,853	63.1%
351 99000	Parking Authority CIP	$ 50,000	$ 38,822	$ 11,178	77.6%
	Total Redevelopment CIP Expenditures	**$ 2,891,333**	**$ 1,798,644**	**$ 1,092,689**	**62.2%**
	Total Capital Projects-All Funds	**$ 21,623,147**	**$ 8,058,118**	**$13,565,029**	**37.3%**
	All City Grand Total	**$ 77,444,145**	**$ 49,133,368**	**$28,310,776**	**63.4%**

City of South Lake Tahoe
Transient Occupancy Tax Report

Revenue Collected in August, 2004 for the Month of July, 2004 (1)

Monthly Activity:	Collected in This Month 2004	Collected in This Month 2003	2004 to 2003 Variance	% Change
Motels	$258,726.80	$239,697.96	$19,028.84	7.94%
Delinquent Motel Payments	$9,731.93	$6,994.93	$2,737.00	39.13%
Realtors/Agents	$185,096.05	$171,376.46	$13,719.59	8.01%
Individual Property Owners	$410.79	$3,555.72	($3,144.93)	-88.45%
Campground	$4,031.11	$3,164.09	$867.02	27.40%
Promotion 2%	$152,665.56	$141,596.39	$11,069.17	7.82%
TOT Totals	$610,662.24	$566,385.55	$44,276.69	7.82%
Measure Z	$152,131.11	$107,573.90	$44,557.21	41.42%
Total General Fund TOT	$763,328.00	$673,959.45	$88,833.90	13.18%
City Redevelopment TOT	$152,665.56	$141,596.39	$11,069.17	7.82%
Redevelopment Agency TOT	$565,462.14	$593,331.54	($27,869.40)	-4.70%
Total Month Collections	$1,481,455.70	$1,408,887.38	$72,033.67	5.11%

Fiscal Year-to-Date:	2004	2003	2004 to 2003 Variance	% Change
Motels	$1,293,859.31	$1,262,278.76	$31,580.55	2.50%
Delinquent Motel Payments	$130,422.44	$47,431.34	$82,991.10	174.97%
Realtors/Agents	$922,843.89	$844,379.17	$78,464.72	9.29%
Individual Property Owners	$86,907.97	$92,997.48	($6,089.51)	-6.55%
Campground	$12,106.90	$12,822.28	($715.38)	-5.58%
Promotion 2%	$815,380.18	$755,218.25	$60,161.93	7.97%
TOT Totals	$3,261,520.69	$3,015,127.28	$246,393.41	8.17%
Measure Z	$842,026.96	$349,951.56	$492,075.40	140.61%
Total General Fund TOT	$4,103,547.65	$3,365,078.84	$738,468.81	21.95%
City Redevelopment TOT	$815,380.18	$755,218.25	$60,161.93	7.97%
Redevelopment Agency TOT	$3,719,112.49	$3,704,093.98	$15,018.51	0.41%
Total to Date Collections	$8,638,040.32	$7,824,391.07	$813,649.25	10.40%

(1) TOT is collected and recorded as revenue in the General Ledger in the month following the actual motel stay. The TOT report records TOT revenue in the month it was received, therefore; the July TOT report amounts are reflected in August financial report.

City of South Lake Tahoe

Room Rentals By Unit Size
Month of July, 2004

		Gross Rentals Reported	Net Rentals Reported	Total Rooms Available	Rooms Rented	Occupancy Percentage	Average Room Price
Units 1-15	**2004**	$283,313	$228,822	10,199	2,547	25%	$111
	2003	$275,649		7,657	3,138	41%	$88
	Variance	$7,664		2,542	(591)	-16%	$23
Units 16-30	**2004**	$766,074	$668,450	35,929	10,120	28%	$76
	2003	$837,599		33,573	12,443	37%	$67
	Variance	($71,525)		2,356	(2,323)	-9%	$9
Units 31-50	**2004**	$710,465	$681,919	21,142	9,499	45%	$75
	2003	$695,295		21,142	10,261	49%	$68
	Variance	$15,170		0	(762)	-4%	$7
Units 51-75	**2004**	$1,160,780	$1,106,394	31,155	11,216	36%	$103
	2003	$1,235,144		31,155	13,689	44%	$90
	Variance	($74,364)		0	(2,473)	-8%	$13
Units 76-125	**2004**	$2,202,255	$2,184,088	30,876	18,895	61%	$117
	2003	$2,241,897		30,876	20,139	65%	$111
	Variance	($39,642)		0	(1,244)	-4%	$6
Units 126+	**2004**	$4,455,951	$4,430,330	63,085	34,392	55%	$130
	2003	$4,139,604		63,085	33,068	52%	$125
	Variance	$316,347		0	1,324	3%	$5
Total All Unit Sizes	**2004**	$9,578,838	$9,300,003	192,386	86,669	45%	$110.52
	2003	$9,425,188		187,488	92,738	49%	$101.63
	Variance	$153,650		4,898	(6,069)	-4%	$8.89

City of South Lake Tahoe

Room Rentals By Zone
Month of July, 2004

		Gross Rentals Reported	Net Rentals Reported	Total Rooms Available	Rooms Rented	Occupancy Percentage	Average Room Price
Zone 1	2004	$6,540,942	$6,374,400	113,987	56,309	49%	$116
	2003	$6,256,134		112,530	58,819	52%	$106
	Variance	$284,808		1,457	(2,510)	-3%	$10
Zone 2	2004	$1,314,394	$1,288,563	38,936	13,720	35%	$96
	2003	$1,362,294		36,890	14,606	40%	$93
	Variance	($47,900)		2,046	(886)	-5%	$3
Zone 3	2004	$1,061,657	$1,054,482	18,662	8,719	47%	$122
	2003	$1,169,205		18,662	10,114	54%	$116
	Variance	($107,548)		0	(1,395)	-7%	$6
Zone 4	2004	$336,220	$300,337	10,540	4,872	46%	$69
	2003	$322,905		9,920	5,464	55%	$59
	Variance	$13,315		620	(592)	-9%	$10
Zone 5	2004	$325,625	$282,221	10,261	4,872	47%	$67
	2003	$314,649		9,486	5,464	58%	$58
	Variance	$10,976		775	(592)	-11%	$9
Total All Zones	2004	$9,578,838	$9,300,002	192,386	86,669	45%	$111
	2003	$9,425,187		187,488	92,738	49%	$102
	Variance	$153,651		4,898	(6,069)	-4%	$9

Zone Descriptions:

Zone 1	Stateline Area
Zone 2	Ski Run, Heavenly and Bijou Areas
Zone 3	Al Tahoe Area
Zone 4	Sierra Tract, East Y Area
Zone 5	West Y and Emerald Bay Road Areas

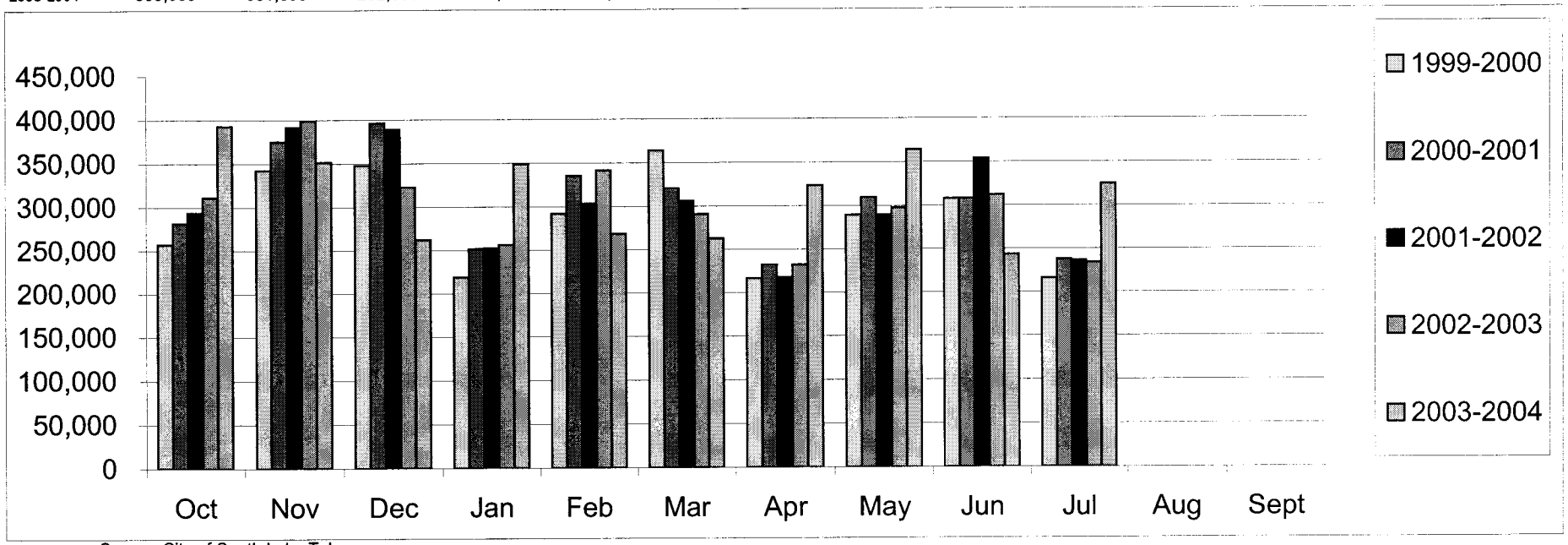
Rental Agent Report (City Wide Information):

2004	$3,023,048.87	30,287	11,293	37%	$267.69
2003	$2,745,129.99	28,582	10,920	38%	$251.39
Variance	$277,918.88	1,705	373	-1%	$16.30

CITY OF SOU . . i LAKE TAHOE
1999-2004 SALES TAX

(CASH BASIS)

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
1999-2000	257,000	342,700	347,964	218,900	291,900	364,225	216,600	289,339	308,060	215,800			2,852,489
2000-2001	281,600	375,400	396,313	251,600	335,400	320,705	232,100	309,500	308,066	237,700			3,048,384
2001-2002	293,800	391,700	389,544	252,400	303,200	306,274	217,800	289,600	354,263	236,200			3,034,781
2002-2003	311,200	399,000	322,880	256,300	341,700	290,728	232,100	297,600	312,207	234,000			2,997,715
2003-2004	393,000	351,800	262,000	349,300	268,323	262,800	323;500	364,500	243,500	324,600			3,143,323

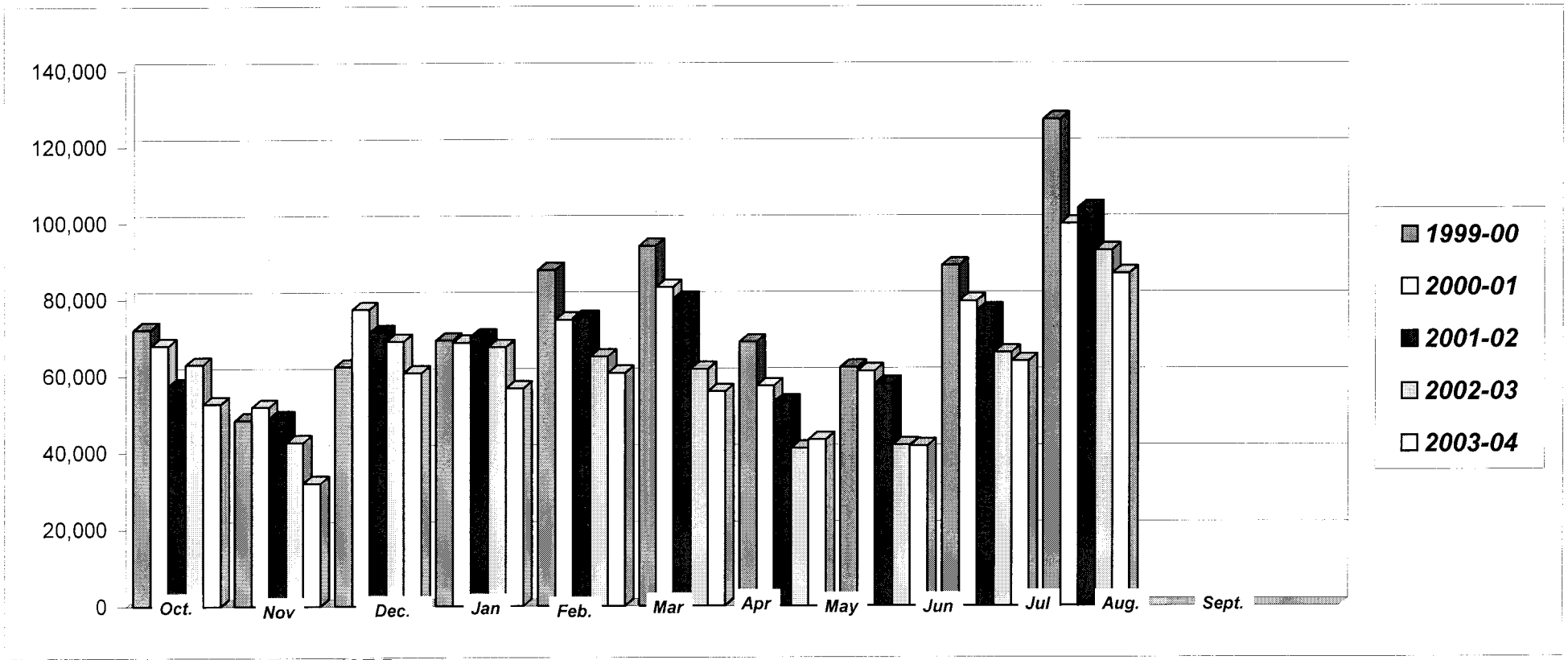


Source: City of South Lake Tahoe

1999-2004

City of South Lake Tahoe
Rooms Rented

	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug	Sept.	Year to Date Total
1999-00	72,114	48,411	62,382	69,250	87,679	93,936	68,779	62,109	88,796	127,089			780,545
2000-01	67,912	51,886	77,343	68,694	74,620	83,124	57,308	61,135	79,467	99,732			721,221
2001-02	57,395	48,949	71,335	70,255	75,130	80,036	53,083	57,854	77,018	103,790			694,845
2002-03	63,007	42,623	68,993	67,488	64,990	61,668	41,025	41,792	65,953	92,738			610,277
2003-04	52,697	31,996	60,755	56,692	60,665	55,779	43,221	41,533	63,741	86,669			553,748

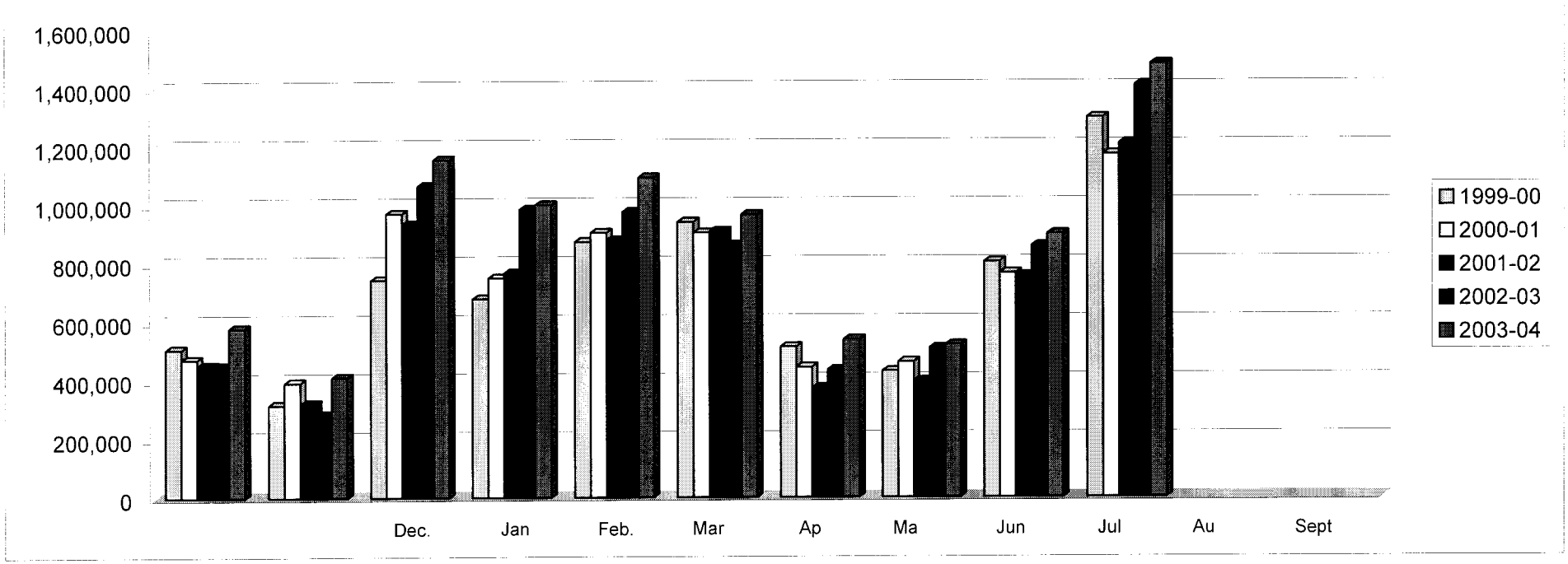


Source: City of South Lake Tahoe TOT Report

1999-2004

City of South Lake Tahoe
Transient Occupancy Tax
Collected

YEAR	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	YEAR TOTAL
1999-00	506,320	315,999	742,988	677,743	872,884	940,787	512,912	430,019	803,273	1,296,910			7,099,835
2000-01	471,660	391,626	969,728	749,263	904,288	904,150	443,205	461,291	764,496	1,171,347			7,231,053
2001-02	450,746	320,670	932,452	765,793	878,125	908,407	372,727	395,921	755,469	1,208,245			6,988,556
2002-03	447,628	282,313	1,064,371	984,375	974,983	861,587	434,322	508,626	857,298	1,408,887			7,824,391
2003-04	578,107	410,442	1,154,432	999,534	1,092,756	965,916	537,921	519,275	898,736	1,480,921			8,638,040



Source: City of South Lake Tahoe T.O.T. Reports

CITY OF SOUTH LAKE TAHOE
CASH REPORT
AUGUST 31, 2004

FUND #	FUND NAME	CASH BALANCE	EXPLANATION
100	General Fund	$2,754,843.49	
101	Pers Savings	$222,302.36	General Fund Equivalent
201	Gas Tax	$717,304.71	
207	Snow Removal	($45,687.61)	
208	Snow Removal Equipment	$99,773.64	
210	Vehicle Replacement	($247,828.25)	General Fund Equivalent
211	Police Vehicle Replacement	$528,907.02	
212	ABAG	$2,242.45	
213	Fire Vehicle Replacement	$190,549.84	
230	LLEBG	$13,156.90	
231	AB 3229 COPS grant	$29,551.13	
232	Safety Sales Tax	$81,746.97	
233	Asset Forfeitures	$307,654.10	
234	CLETP/CLEEP Grants	$696.26	
236	EMS - JPA	$26,257.74	
237	Boat Patrol - Grant	($49,281.04)	
238	Domestic Violence Grant	($98,901.62)	
239	EMS - Interfacility Transfers	$205,865.43	
240	AB 939 Solid Waste	$13,434.96	
241	Clean Community	$51,339.17	
242	Vehicle Abatement	($7,769.76)	
243	Nuisance Abatement	$2,200.97	
244	Solid Waste JPA	$1,517,429.13	
245	Street Sweeping	($22,600.63)	
251	Housing - Home	$68,673.00	
252	Housing - CDBG	$539,454.50	
253	Housing - Administration	($96,195.10)	
254	State CalHome Program	$0.30	
261	RDA - Administration	$115,613.42	
262	Low/Mod Income Housing	$1,097,703.22	
270	Community Plan	$34,138.87	
280	Ski Run Business Improvement	$12,642.34	
281	Measure S Maintenance Fund	$22,929.06	
301	City CIP	$545,451.80	
302	City CIP - Trout Creek	$31,611.74	
303	City CIP RSTP	$786,207.49	
350	Redevelopment CIP	($237,255.22)	
351	Parking Authority CIP	$16,328.00	
450	Redevelopment Debt Svc.	$136,149.76	
451	Parking Authority Debt Svc	($222,900.39)	
501	Airport	$50,252.92	
520	Parking Garage	$3,772.67	
550	Transit - Stage	$93,293.15	
601	Health Insurance	$1,730,105.89	General Fund Equivalent
602	Worker's Comp	$1,732,641.45	General Fund Equivalent
603	Motor Pool	($31,585.32)	General Fund Equivalent
604	Payroll	$786,526.53	
605	Health Retiree Savings	$919,095.07	General Fund Equivalent
701	Trust	$917.00	
704	Athletic Facilities	$10,633.86	
706	Great Ideas of Tahoe	$124.99	
707	Park Avenue CFD	$233,689.06	
751	Special Assessment Dist	$4,572.00	
762	Tahoe Transportation Auth	$3,416.00	
	Total Cash and Investments	$14,681,195.42	

3

3

City of South Lake Tahoe

"making a positive difference now"

STAFF REPORT

FOR THE CITY COUNCIL MEETING OF October 19, 2004

DATE: October 7, 2004

TO: David Jinkens, City Manager

FROM: MaryAnne Brand, Accountant

RE: Establishment of the 2004/2005 Appropriation Limit in Compliance with Proposition 111

RECOMMENDED ACTION:
Adopt Resolution establishing appropriation limit at $43,057,908 for fiscal year 2004/2005.

ISSUE STATEMENT AND DISCUSSION:
Proposition 4, passed in 1979, and Proposition 111, passed in 1990, known as the Gann Initiative, create a restriction on the amount of revenue which can be appropriated in any fiscal year. The limit is based on actual appropriations during the 1978-79 fiscal year (base year) and is allowed to increase each year based upon the calculation using a percentage change in population as of January 1 of each year in conjunction with a change in the cost of living from the previous fiscal year.

Population estimates by the State Department of Finance as of January 1, 2004 indicate -.97 percent change in the City and 1.36 percent change County-wide (Worksheet 5). The per capita personal income (cost of living factor) changed by 1.032 percent from fiscal year 2003-2004. Only revenues referred to as "proceeds of taxes" are restricted by the limit. Proceeds of taxes for fiscal year 2004/2005 are calculated at $17,064,512 (Worksheet 2).

FINANCIAL and/or POLICY IMPLICATIONS:
The fiscal year 2004/2005 appropriations limit is $43,057,908 (Worksheet 4). The city's appropriation subject to limit from proceeds of taxes is $16,332,061. Therefore, the City's appropriation is under the legal limit by $26,725,847.

MaryAnne Brand, Accountant

Christine Vuletich, Finance Director

Approved By: David Jinkens, City Manager

CITY OF SOUTH LAKE TAHOE

RESOLUTION NO. 2004-76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH LAKE TAHOE ESTABLISHING THE APPROPRIATION LIMIT FOR THE FISCAL YEAR 2004/2005 IN THE AMOUNT OF $43,057,908

WHEREAS, Article XIIIB of the California Constitution and Section 7910 of the Government Code of the State of California provide that the governing body of each jurisdiction shall by resolution establish its appropriation limit for the following fiscal year; and

WHEREAS, Proposition 111 approved in November 1990 now requires that the limit be calculated using new growth factors; and

WHEREAS, the City Council has reviewed the appropriate growth factors and does hereby choose the population growth within El Dorado County to better reflect the average daily population; and

WHEREAS, the City Council has reviewed the appropriate cost of living factors and does hereby choose the per capita personal income factor; and

WHEREAS, documentation used in determination of the appropriation limit has been available to the public since October 7, 2004, in the Accounting Division, meeting the required fifteen (15) day period for public inspection as required by law; and

WHEREAS, the Council of the City of South Lake Tahoe now desires to adopt said appropriation limit,

NOW THEREFORE, BE IT RESOLVED by the Council of the City of South Lake Tahoe that the appropriation limit for the 2004/2005 fiscal year is established as being $43,057,908

PASSED AND ADOPTED by the City Council of the City of South Lake Tahoe on October 19, 2004 by the following vote.

AYES: Council members DAVIS, LOVELL, BROWN, COLE & UPTON

NOES: Council members _____

ABSENT: Council members _____

Tom Davis, Mayor

ATTEST:

City Clerk (CITY SEAL)

APPROPRIATIONS LIMIT 2004-05

maryanne\data\gann\0405worksheets.xls

WORKSHEET # 1

	USER FEES	REVENUE BUDGET	REVENUE DIVISION TOTAL	EXPENSE BUDGET
10001130-35320	RENTS	4,910.00		
10001130-34120	CODES	400.00		
	TOTAL CITY CLERK		5,310.00	192,538.00
10001730-34180	COPY CHARGES	1,000.00		
10001840-34520	IS SERVICES	500.00		
	TOTAL ACCOUNTING		1,500.00	533,952.00
10003110-34180	ADMIN FEES	1,000.00		
10003210-32116	TRANSPORTATION	1,100.00		
10003210-32117	EXCAVATION	9,000.00		
10003210-32118	OBSTRUCTION	250.00		
10003210-34135	PARCEL MERGE	1,800.00		
10003210-34150	ENGINEERING INPECTIONS	855.00		
10003210-34155	PLAN CHECK	770.00		
	TOTAL ENGINEERING		14,775.00	648,380.00
10003710-34130	PLANNING PERMITS	19,200.00		
10003710-34131	PERMITS ALLOCATION	0.00		
	TOTAL PLANNING		19,200.00	363,633.00
10002210-34520	SVC	1,000.00		
10002220-34220	SUPPRESS.CONTRACT	13,500.00		
10002220-34222	STRUCTURAL FIRE	5,000.00		
10002220-34223	MISCELL	0.00		
10002220-34260	EMS	39,000.00		
10002220-36283	OVERTIME REIMBURS.	1,000.00		
10002230-32201	BLDG STRUCT	0.00		
10002230-34230	SPECIAL INSP	0.00		
10002230-34231	ENGINE COINSPECT	0.00		
10002230-34233	MISCELL	300.00		
	TOTAL FIRE DEPARTMENT		59,800.00	3,710,429.00
10002110-34213	BOOKING FEES	90,000.00		
10002110-32114	TAXI	7,000.00		
10002110-33221	POLICE TECH.GRANTS	108,000.00		
10002110-34211	PD INCIDENTAL	25,000.00		
10002110-34210	SPECIAL SVC	0.00		
10002150-33206	POST	40,000.00		
	TOTAL POLICE		270,000.00	6,099,995.00

10004110-3xx	GOLF	420,000.00		
10004120-3xx	PARKS	10,000.00		
10004130-3xx	CAMPGROUND	387,000.00		
10004140-3xx	BEACH	17,500.00		
10004150-3xx	PARK SVC	1,000.00		
10004160-3xx	CONTRACTS	100,000.00		
10004210-3xx	CLASSES	0.00		
10004230-3xx	SENIOR CNTR	23,000.00		
10004240-3xx	SPORTS	31,300.00		
10004260-3xx	ICE SKATING	716,300.00		
10004270-3xx	POOL	95,916.00		
10004280-3xx	YOUTH	161,300.00		
10004290-3xx	REC SVC	137,800.00		
	TOTAL PARKS & REC		2,101,116.00	2,730,979.00
			Revenues	Expenditures
	TOTAL GENERAL FUND USER FEES		2,471,701.00	14,279,906.00

WORKSHEET # 2

(less use of FB)	GENERAL FUND REVENUE	23,143,810.00		
	TOTAL GF REVENUES		**23,143,810.00**	
	TAXES			
Revenue	PROPERTY TAXES	4,933,000.00		
Summary	SALES TAX	3,900,000.00		
page	BUSINESS LICENSE	950,000.00		
	TOT Taxes	5,885,000.00		
	OTHER TAXES	316,188.00		
	TOTAL taxes		15,984,188.00	
	REVENUE FROM STATE			
10001511-33201	Motor Vehicle in lieu	1,000,000.00		
10001511-33207	Off Highway Vehicles	250.00		
10001511-33204	HOPTR	80,074.00		
	Trailer Coach in Lieu	0.00		
10001511-33208	MANDATES SB Reimburs.	0.00		
	TOTAL REVENUE FROM STATE		1,080,324.00	
	PROCEEDS OF TAXES			17,064,512.00
	NON TAX PROCEEDS			6,079,298.00
	TOTAL PROCEEDS	23,143,810.00		
	LESS INTEREST INCOME	50,000.00		
	NET	23,093,810.00		

	TOTAL	TAXES	NON-TAX
TOTAL	23,143,810.00	17,064,512.00	6,079,298.00
EXCLUSIONS (# 7)	732,451.41	732,451.41	
INTEREST	50,000.00		50,000.00
NET	22,361,358.59	16,332,060.59	6,029,298.00
PERCENT	100.00%	73.04%	26.96%
ALLOCATION OF INTEREST	50,000.00	36,518.49	13,481.51
ADJUSTED TOTAL	22,411,358.59	16,368,579.08	6,042,779.51

APPROPRIATION LIMIT

maryanne\reports\gann\0405worksheets.xls

INTEREST EARNINGS
PRODUCED BY TAXES
WORKSHEET # 3

CITY: South Lake Tahoe
FY: 2004 - 2005
BUDGET: ___X___ or ACTUAL: _____

	AMOUNT	SOURCE
A. NON-INTEREST TAX PROCEEDS	17,064,512	(Worksheet # 2)
B. MINUS EXCLUSIONS	732,451	(Worksheet # 7)
C. NET INVESTED TAXES	16,332,061	(A - B)
D. TOTAL NON-INTEREST BUDGET	22,361,359	(Worksheet # 2)
E. TAX PROCEEDS AS PERCENT OF BUDGET	0.73037	(C / D)
F. INTEREST EARNINGS	50,000	Budget or Actual
G. AMOUNT OF INTEREST EARNED FROM TAXES	36,518	(E * F)
H. AMOUNT OF INTEREST EARNED FROM NON-TAXES	13,482	(F - G)

~~I. Take the result of steps G and H~~
Copy on to worksheet # 2

APPROPRIATION SUBJECT

maryanne\reports\gann\0405worksheets.xls

TO LIMITATION

WORKSHEET # 4

CITY: South Lake Tahoe
FY: 2004 - 2005
BUDGET: ___X___ or ACTUAL: _____

	AMOUNT	SOURCE
A. PROCEEDS OF TAXES	17,064,512	(Worksheet # 2)
B. EXCLUSIONS	732,451	(Worksheet # 7)
C. APPROPRIATIONS SUBJECT TO LIMITATION	16,332,061	(A - B)
D. CURRENT YEAR LIMIT	43,057,908	(Worksheet # 6)
E. OVER (UNDER) LIMIT	(26,725,847)	(C - D)

Worksheet #5

Enclosure II
Annual Percent Change in Population Minus Exclusions (*)
January 1, 2003 to January 1, 2004 and Total Population, January 1, 2004

County City	Percent Change 2003-2004	Population Minus Exclusions 1-1-03	Population Minus Exclusions 1-1-04	Total Population 1-1-2004
EL DORADO				
PLACERVILLE	-0.70	10,215	10,143	10,143
SOUTH LAKE TAHOE	-0.97	23,838	23,607	23,607
UNINCORPORATED	1.94	131,679	134,235	134,367
COUNTY TOTAL	1.36	165,732	167,985	168,117

(*) Exclusions include residents on federal military installations and group quarters residents in state mental institutions and state and federal correctional institutions.

APPROPRIATION LIMIT

WORKSHEET # 6

maryanne\reports\gann\0405sheet6.xls

CITY: South Lake Tahoe
FY: 2004 - 2005
BUDGET: ___X___ or ACTUAL: _____

	AMOUNT	SOURCE
A. LAST YEAR'S LIMIT (02-03)	41,626,932	
B. ADJUSTMENT FACTORS		
1. Population %	1.0136	(Worksheet # 5)
2. Inflation %	1.0328	(State Finance or Assessor)
Total adjustment %	1.0468	(B1*B2)
C. ANNUAL ADJUSTMENT $	1,430,976	(B*A)
D. OTHER ADJUSTMENTS:		
Prior Year Limit Correction (+)	0	
Sub-Total	0	
E. TOTAL ADJUSTMENTS	1,430,976	(C+D)
F. THIS YEAR'S LIMIT (03-04)	43,057,908	(A+E)

APPROPRIATION LIMIT

maryanne\reports\gann\0405worksheets.xls

WORKSHEET # 7

EXCLUSIONS

				Budget
	FEDERAL MANDATES			
41119	ALL UNEMPLOYMENT INS			
41128-41129	ALL MEDICARE			
	TOTAL FEDERAL		169,506.00	
	STATE MANDATES			
60303410-44091	HAZARDOUS WASTE	5,135.00		
20103510-44091	HAZARDOUS WASTE	1,501.00		
20703610-44091	HAZARDOUS WASTE	1,500.00		
	TOTAL HAZ WASTE		8,136.00	
10002220-41040	FLSA OT (91% OF FIRE OT)	71,117.41		
20103510-33205	OVERLAY (Gas Tax Funds)	483,692.00		
	TOTAL STATE		554,809.41	
	GRAND TOTAL EXCLUSIONS			732,451.41

4

4

City of South Lake Tahoe

"making a positive difference now"

STAFF REPORT
CITY COUNCIL MEETING OF OCTOBER 19, 2004

DATE: October 12, 2004

TO: David Jinkins, City Manager

FR: Christine Vuletich, Director of Finance

RE: Annual Review and Adoption of City Investment Policy Statement for the Fiscal Year October 1, 2004 to September 30, 2005

RECOMMENDATION:

Adopt Policy

ISSUE STATEMENT AND BACKGROUND:

California State Law requires all public agencies to reduce to writing the investment policy that is followed for temporarily idle funds of the agency.

The annual review of the investment policy has been completed. There are no changes to the policy being proposed.

FINANCIAL AND/OR POLICY IMPLICATIONS:

The City Treasurer, Stephen Wysong, in his review of this policy is comfortable with the investment authority and policy direction in both the area of safety and earnings for the City funds.

By:

Christine Vuletich

Christine Vuletich, Director of Finance

Approved by:

David M. Jinkins

David Jinkens, City Manager

Attach: Complete City Investment Policy Statement

CITY OF SOUTH LAKE TAHOE

RESOLUTION NO. 2004-77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH LAKE TAHOE DELEGATING ITS INVESTMENT AUTHORITY TO THE CITY TREASURER AND RECONFIRMING AND ADOPTING THE CITY WRITTEN INVESTMENT POLICY FOR THE FISCAL YEAR OCTOBER 1, 2004 TO SEPTEMBER 30, 2005

WHEREAS, the Government Code Section 53607 allows the City Council to delegate its investment authority to the City Treasurer; and

WHEREAS, the annual review and adoption of the Investment Policy Statement is required to be adopted by resolution;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South Lake Tahoe that:

Section 1 The City Council Investment Authority is delegated to the Elected City Treasurer.

Section 2 The Investment Policy as attached is a complete and correct copy under which City investments are authorized and is adopted as the annual statement of investments.

PASSED AND ADOPTED by the City Council of the City of South Lake Tahoe on October 19, 2004 by the following vote.

AYES: Councilmembers DAVIS, LOVELL, BROWN, COLE & UPTON

NOES: Councilmembers _____

ABSENT: Councilmembers _____

ABSTAIN Councilmembers _____

Tom Davis, Mayor

ATTEST:

Susan Alessi, City Clerk

City of South Lake Tahoe

Statement of Investment Policy

Table of Contents

Item	Page Number
Purpose	3
Objective	3
Policies:	
General	3
Investment Criteria	3
Amounts to be invested	3
Acceptable Investment Instruments	3
Guidelines by Type of Investments	4
Maturity of Investments	7
Program	7
Review Checklist	
Procedures	8
Guidelines	9
Strategy	10
Prudent Man Rule	11

I. PURPOSE

This statement is intended to provide guidelines for the prudent investment of the City's temporarily idle cash and outline the policies for maximizing the efficiency of the City's cash management system. The ultimate goal is to enhance the economic status of the City while protecting its pooled cash.

II. OBJECTIVE

The City's cash management system is designed to accurately monitor and forecast expenditures and revenues, thus enabling the City to invest funds to the fullest extent possible. The City attempts to obtain the highest yield obtainable as long as investments meet the criteria established for safety and liquidity.

III. POLICIES

A. General Rule: The City of South Lake Tahoe operates its temporarily pooled idle cash investments under the prudent man rule (Civil Code §2261. et. seq.) This affords the City a broad spectrum of investment opportunities as long as the investment is deemed prudent and is allowable under current legislation of the State of California (Government Code § 53600. et. seq.).

B. Criteria: The following items will be used as the guide for selecting investments and the order of priority are:

1. Safety. The safety and risk associated with an investment refers to the potential loss of principal, interest or a combination of these amounts. The City only operates in those investments that are considered very safe.

2. Liquidity. This refers to the ability to "cash in" at any moment in time with a minimal chance of losing some portion of principal or interest. Liquidity is an important investment quality, especially when the need for unexpected funds appears occasionally.

3. Yield. This is the potential dollar earnings an investment can provide, and sometimes is described as the rate of return.

C. Amounts to be invested: The City will invest all funds and estimated checking account float except for those amounts required to minimize the charges by the City's banks to pay for bank services furnished to the City.

D. Acceptable Investment Instruments: The City investment portfolio may include the following instruments:

1. Certificates of Deposit (or Time Deposits) placed with commercial banks and or savings and loan institutions.

2. Bankers' Acceptance.

3. Securities of the U.S. Government or its agencies.

4. Repurchase Agreements.

5. Commercial Paper/Medium-Term Corporate Notes.

6. Local Agency Investment Fund (State Pool) Demand Deposits.

7. Negotiable Certificates of Deposit.

8. Passbook Savings Account Demand Deposits.

9. Shares of beneficial interest issued by diversified management companies (Government Security Mutual Funds § 23701M of the California Revenue and Taxation Code).

10. Bonds issued by the City of South Lake Tahoe.

Prohibited Investments: Under Provisions of California Government Code 53601.6 and 53631.5. The City shall not invest any funds covered by this Investment Policy in inverse floaters, range notes, interest-only strips derived from mortgage pools or any investment that may result in a zero interest accrual if held to maturity.

E. Guidelines by Type of Investment Instruments:

1. Certificate of Deposit: Cash will be invested only in FDIC or FSLIC insured certificates of deposit. Collateral for investments of greater than $100,000.00 in any one institution will only be considered through one of the 15 largest banks in the United States. Collateral for a given investment must be 110% of principal for government securities and 150% of principal for first mortgages. No more than 5% of the City portfolio, not to exceed $500,000.00 shall be invested in any one institution. An institution must meet the following further criteria:

a. The institution must have been in existence for more than two calendar years.

b. The institution must maintain a net worth to asset ratio of at least 3% with a positive earnings record for at least the past two years.

c. The institution offices must be located within the United States of America. In no case, however, will an amount greater than the FDIC or FSLIC insured maximum be invested in an institution located outside of the State of California.

2. Bankers' Acceptances: The City will only invest through the 15 largest banks in the United States or the 100 largest banks in the world (in terms of assets). The maximum investment with any one institution will not exceed $1.0 million. The maximum maturity will be 180 days. The maximum proportion of City funds invested in Bankers' Acceptance shall not exceed 20% of the total City portfolio. (Note: California Government Code allows a maximum of 40%.)

3. Securities of the U.S. Government or its Agencies: Securities purchased from brokers/dealers shall be held in third party safekeeping by the trust department of the City's bank or by other designated third party trust in the City's name and control, whenever possible.

4. Repurchase Agreements (Repos): The City will require safekeeping documentation in an acceptable safekeeping account in the City's name. Repos will be used solely as a short-term investment not to exceed 30 days. Repos will only be purchased through the 15 largest banks in the United States. The investment in any one institution shall not exceed $1.0 million.

5. Commercial Paper and Medium Term Corporate Notes: The City will require safekeeping documentation in an acceptable safekeeping account in the City's name. Commercial paper will be used solely as a short-term investment not to exceed 270 days. The City will only invest through the largest 15 banks (in terms of assets) in the United States.

The City may also invest in medium-term corporate notes of a maximum of five years maturity issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.

A rating of Standard and Poors A-1 or Moody's P-1 is required for both commercial paper and medium-term corporate notes. The investment in any one institution will not exceed $1.0 million. The maximum proportion of City funds invested in commercial paper and medium term notes shall not exceed 15% of the total City portfolio.

6. Local Agency Investment Fund (State Pool): The investment with LAIF may not, by state regulation, exceed $40 million. LAIF transactions, by LAIF guidelines, are not to exceed 15 per month.

7. Negotiable Certificates of Deposit: The City shall only invest with the largest 15 banks (in terms of assets) in the Unites States.

8. Passbook Savings Account Demand Deposits: This account shall be maintained solely for the following purposes:

a. Investment of amounts over $100,000.00 received too late in the day to invest in other instruments; or,

b. Investment of amounts under $100,000.00 for periods of up to ten working days in order to fine-tune cash flow and minimize LAIF transactions in a given month.

9. Government Security Mutual Funds: Instruments invested in shall meet the following:

a. Have the highest ranking or rating as provided by not less than two of the three largest nationally recognized rating services; or,

b. Have an investment advisor registered with the Securities and Exchange Commission with not less than five years experience investing in these types of funds, and

c. Have assets under management in excess of five hundred million dollars ($500,000,000.00), and

d. Have no commissions paid.

e. The City shall invest no more than 15% of the portfolio in these instruments.

f. The five-year maturity specified in paragraph F below will not apply to Government Security Mutual Funds investing primarily in adjustable rate securities guaranteed as to payment of principal and interest by the U.S. Government or its agencies.

10. Bonds issued by the City of South Lake Tahoe: These bonds shall have a maturity date that does not exceed five years.

F. Maturity of Investments: Planning of the pattern of investment maturities will always be based primarily on the City's forecast cash/liquidity needs and secondarily, on yield. CD maturities will normally not exceed two years. U.S. Government or Agency securities will not exceed five years. At least 50% of idle funds will be placed in investments which can be liquidated for at least face value in the event of an emergency.

IV. PROGRAM

A. In accordance with California Government Code 53646(b)(1), the City Treasurer shall submit to each member of the City Council a quarterly investment report. The report shall include a complete description of the portfolio, the type of investments, the issuers, maturity dates, par values and the current market values of each component of the portfolio, including funds managed for the City of South Lake Tahoe by third party contract managers. The report will also include the source of the portfolio valuation. As specified in California Government Code 53646(e), if all funds are placed in LAIF, FDIC-insured accounts and/or in a county investment pool, the foregoing report elements may be replaced by copies of the latest statements from such institutions. The report must also include a certification that (1) all investment actions executed since the last report have been made in full compliance with the Investment Policy and, (2) the City of South Lake Tahoe will meet its expenditure obligations for the next six months.

B. A staff investment committee consisting of Treasurer, City Manager and Finance Director will convene at least once a year to review the investment program. Such review shall examine both policy and administrative procedures in the program for possible revision. This meeting will normally occur in August.

C. Strategy Review: The staff investment committee will review interest rate trends and resultant desirable investment maturity goals consistent with the City's needs for safety and liquidity in its investment program.

V. REVIEW CHECKLIST

Policy is defined as any governing principle, plan or course of action. The following checklist includes elements that should be considered in making future revisions to this investment policy and administrative procedures.

A. Procedures

1. Safety It is the primary duty and responsibility to protect, preserve and maintain cash and investments placed in trust with the Treasurer on behalf of the citizens of the community.

2. Liquidity An adequate percentage of the portfolio should be maintained in liquid short-term securities which can be converted to cash if necessary to meet disbursement requirements.

3. Yield Yield becomes a consideration only after the basic requirements of safety and liquidity have been met.

4. Legal Investment Authority The City is authorized to invest temporarily idle moneys in accordance with State and local statutes and regulations (California Government Code §53600)

5. Statement of Investment Policy The Treasurer shall render to the legislative body an annual "Statement of Investment Policy". (California Government Code §53646)

6. Reverse Repurchase Agreements Securities should not be pledged as collateral for temporary borrowing except as authorized by the legislative body.

7. Selling Securities Prior to Maturity Generally, losses are acceptable on a sale before maturity and should be taken if the reinvestment proceed will earn an income flow with a present value greater than the present value of the income flow that would have been generated by the old investment considering any capital loss or foregone interest on the original investment.

8. Quarterly Report The Treasurer shall file a quarterly report which states its relationship to the Statement of Investment Policy with the legislative body (California Government Code §53646).

B. Guidelines

Guidelines are established to direct and control activities in such a manner that previously established goals are achieved.

1. Investment Transactions Every investment transaction must be authorized, documented and reviewed by the local agency Treasurer.

2. Pooled Cash Whenever practical, local agency cash should be consolidated into one bank account and invested on a pooled concept basis. Interest earnings may be allocated to fund cash and investment balances.

3. Competitive Bids Purchase and sale of securities should be made on the basis of competitive offers and bids when practical.

4. Cash Forecast The cash flow for the local agency should be analyzed with the receipt of revenues and maturity of investments scheduled so that adequate cash will be available to meet disbursement requirements.

5. Investment Limitations Security purchases and holdings shall be maintained within statutory limits imposed by the Investment Policy and California Government Code. Current limits of the California Government Code are:

Bankers' Acceptance	40%	Code Section 53601 (f)
Commercial Paper	30%	Code Section 53601(g)
Certificates of Deposit	30%	Code Section 53601(h)
Government Security Funds	20%	Code Section 53601(k)

6. Liquidity The marketability (salability) of a security should be considered at the time of purchase as the security may have to be sold at a later date to meet unanticipated cash demand.

7. Long-Term Maturities As a general rule, long-term maturities should not represent a significant percentage of the total portfolio, as the principal risk involved can outweigh the potential for higher earnings.

8. Authorized Dealers/Brokers Executive investment transactions with previously approved brokers/dealers.

9. Diversification The portfolio should consist of a mix of various types of securities, issuers and maturities.

10. Evaluation of Certificates of Deposit The following items will govern the valuation:

    a. Time Certificates of Deposit (TCD) shall be evaluated in terms of FDIC or FSLIC coverage. For deposits in excess of the insured maximum of $100,000.00, approved collateral at the amounts stated in section III (E) (1) of this policy. (California Government Code §53652 and/or 53651 (m)(l).

    b. Negotiable Certificates of Deposit (NCD) shall be evaluated in terms of the credit worthiness of the issuer, as these deposits are uninsured and uncollateralized notes.

11. Safekeeping Securities purchased from brokers/dealers shall be held in third party safekeeping by the trust department of the local agency's bank or by another third party trustee approved by the City. Said securities shall be held in the name of the City with the trustee executing investment transactions as directed by the City Treasurer.

C. Strategy

Strategy refers to the ability to manage financial resources in the most advantageous manner.

1. Economic Forecasts Obtain economic forecasts periodically from economics and financial experts through bankers and brokers to assist the Treasurer with the formulation of an investment strategy for the local agency.

2. Implementing Investments Strategy Execute investment transactions which conform with anticipated interest rate trends and the current investment strategy plan.

3. Rapport Maintain a close working relationship with large operating units of the local agency. The objective is to pinpoint when large disbursements will hit the City's bank account. It is essential for good

cash control that such large expenditures be anticipated, estimated as to dollar amount, and communicated to the Treasurer for liquidity planning purposes.

4. Yield Enhancements Consider utilizing the following investment techniques to increase yield and to maintain a fully invested position:

   a. Daily and weekend Repurchase Agreements.
   b. Reverse Repurchase Agreements using only owned securities as collateral.
   c. Swaps and trades.
   d. Daily and weekend commercial paper investments.
   e. Daily and weekend passbook savings deposits.

5. Preserve Portfolio Value Develop yield standards in order to maintain earnings near the market and to preserve the value of the portfolio.

VI. PRUDENT PERSON RULE

In investing, reinvesting, purchasing, acquiring, exchanging, selling and managing property for the benefit of another, a trustee shall exercise the judgment and care, under the circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation, but in regard to the permanent disposition of their funds, considering the probable income, as well as the probable safety of their capital.

5

5

CITY OF SOUTH LAKE TAHOE

ORDINANCE NO. 945

AN ORDINANCE OF THE SOUTH LAKE TAHOE CITY COUNCIL AMENDING SECTION 32-20 OF THE CITY CODE AUTHORIZING CONDOMINIUM CONVERSIONS UNDER SPECIFIED CONDITIONS

The City Council of the City of South Lake Tahoe does hereby ordain as follows:

Section 1. **Enactment.** Section 32-20 of the South Lake Tahoe City Code is hereby amended as designated in **Exhibit "A"** attached hereto and incorporated herein by reference.

Section 2. **Conflicting Ordinances Repealed.** All other ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. **Summary Publication.** Within fifteen (15) days after final adoption of this Ordinance, the City Clerk shall have a summary of the ordinance prepared by the City Attorney and published as required.

Section 4. **Effective Date.** This ordinance shall take effect thirty (30) days after its adoption.

FIRST READING: October 5, 2004

SECOND READING: October 19, 2004

PASSED AND ADOPTED by the City Council of the City of South Lake Tahoe at a regular meeting held on October 19, 2004, by the following vote:

AYES: Councilmembers LOVELL, BROWN & UPTON

NOES: Councilmembers

ABSENT: Councilmembers

ABSTAIN: Councilmembers DAVIS, COLE

Tom Davis, Mayor

ATTEST:

Susan Alessi, City Clerk (City Seal)

CITY OF SOUTH LAKE TAHOE 1968 CALIFORNIA

AN ORDINANCE OF THE CITY OF SOUTH LAKE TAHOE AUTHORIZING CONDOMINIUM CONVERSIONS UNDER SPECIFIED CONDITIONS

The City Council of South Lake Tahoe does hereby ordain as follows:

Section 32-20 of the South Lake Tahoe City Code is hereby amended to read as follows:

Condominium Conversion of Certain Residential Property

32-20 Purpose and Intent. The purpose of this chapter is to establish criteria for the conversion of existing multiple family rental housing to condominiums in South Lake Tahoe. The intent behind modifying the previous blanket prohibitions to such conversions is to increase local homeownership (workforce housing) by creating reasonably priced, quality homeownership opportunities for area residents. A portion of the units will be deed restricted for low- or moderate-income residents that are otherwise being priced out of the housing market and will guarantee continued affordability of these housing units over time. The balance of the units would be deed restricted for owner-occupancy (at least 10 months out of each year) and price-capped at the maximum price of the First Time Homebuyer Housing Program. These units are expected to be attractive to middle-income local residents, who are not being served by the new housing units that the market is currently producing. These new "middle income" ownership units could fund creation of the affordable or moderate-income units or finance any needed building upgrades to enable condominium conversion of the complex pursuant to this ordinance, while at the same time providing for local housing needs.

This housing will be affordable to workers with a range of occupations who provide everyday, vital services to our community through their work. Keeping area employees close to their work can improve morale and productivity, enhance local recruitment and retention efforts, and help to retain the sense of "community" that is currently being lost as residents purchase less expensive homes out of the area.

Opportunities for condominium conversions will be limited by the building criteria provided in this ordinance. It remains the City's intent to not unduly impact the City's multiple-family dwelling rental housing stock; hence, only certain smaller complexes (ten units or less) are eligible to convert to condominiums under this ordinance. Most complexes would not qualify for conversion in their current condition. In order to qualify, upgrades would typically be required, or units may be torn down and reconstructed on site, which in either case leads to improvements that benefit their neighborhoods.

32-20.1 Applicability. This section applies to any change in the form of ownership of certain existing-developed multiple-family residential property (duplexes, triplexes, or other multiple-family properties of ten units or less). This section does not apply to secondary residences. The ownership changes governed by this section include when

persons obtain ownership interest in individual units thereof, including but not limited to condominiums, community apartments, stock cooperatives and any other form of such interest regulated by the Subdivision Map Act of the State of California. Multi-residential properties of more than ten units are not eligible for condominium conversion under this ordinance.

This section is not intended to affect the conversion to condominium or other similar ownership interest of commercial or industrial property. It shall not include "timesharing" or other similar arrangement of tourist accommodation properties, which is governed by Chapter 33 of this Code.

These regulations are separate from the requirements of all other agencies and a City approval for conversion does not obviate the need to comply with the regulations of, obtain permits from, other applicable agencies.

32-20.3 Eligibility

A. Residential condominium conversions shall only be permitted for legally existing residential units of use located in Plan Area Statements or Community Plan districts within the city where "Single Family Dwelling" is a permissible use. Unit density shall not exceed that specified in the applicable Plan Area Statement or Community Plan District for the existing multiple family use. If multiple family housing is not a permissible use, the density standard for single family residential units shall be four units per acre (unless otherwise shown on the subdivision map).

Unit consolidation, demolition, or other means to reduce over-density or to otherwise meet conversion development standards may occur as part of a condominium conversion project. If it results in five or fewer excess "residential units of use," the City will not restrict their use upon transfer within the City of South Lake Tahoe. They may be used to construct single- or multiple-family units within the jurisdiction. If more than five residential units of use are excess, the environmental analysis for the project would determine how the units over five could be reused, giving consideration to such things as impacts to the affordable housing stock.

B. Residential condominium conversions shall only be permitted if perpetual deed restrictions are recorded that create long-term local homeownership opportunities for lower- and/or moderate-income and middle-income households, as defined in this ordinance. These deed restrictions shall constitute covenants running with the land and shall be binding on all owners and their successors and assigns and any parties having or acquiring any right, title, or interest in or to any of the units. The following standards apply:

1. Twenty-percent of units (and any fraction rounded up to the higher number of units) shall be deed restricted to provide for low-or moderate-income owner-occupied housing. Low-or moderate-income housing may be sold only to an eligible purchaser pursuant to this ordinance. The choice of a low- or moderate-income deed

restriction is at the discretion of the subdivider. At least one unit of any condominium conversion project shall meet this requirement.

* FOR LOW-INCOME UNITS, IF APPLICABLE: All low-income purchasers must have an annual household income at or below 80% of the area median income, adjusted for family size, as defined by the State of California, Department of Housing and Community Development under their annual determination of low and moderate income limits. At the beginning of escrow for the initial purchase of the condominium unit and any subsequent transfers of ownership, each seller shall notify the City of South Lake Tahoe housing staff of their proposed sale and submit satisfactory documentation of the purchaser's household income. The purchaser must provide to the City satisfactory documentation that they qualify as a low-income household and that their annual payments for total housing costs for the condominium unit shall not exceed 30% of 70% of the area median income adjusted for family size appropriate for the unit and consistent with the State of California definition for low-income housing units found in Health and Safety Code section 50052.5. At minimum, total housing costs shall be calculated by including mortgage payment, property taxes, homeowner's insurance and any applicable property association fee using the same method employed by the City under its First-Time Homebuyer Program. The City shall have three weeks to review the information for meeting the ordinance criteria.

* FOR MODERATE-INCOME UNITS, IF APPLICABLE: All moderate-income purchasers must have an annual household income at or below 120% of the area median income, adjusted for family size, as defined by the State of California, Department of Housing and Community Development under their annual determination of low and moderate income limits. At the beginning of escrow for the initial purchase of the condominium unit and any subsequent transfers of ownership, each seller shall notify the City of South Lake Tahoe housing staff of their proposed sale and submit satisfactory documentation of the purchaser's household income. The purchaser must provide to the City satisfactory documentation that they qualify as a moderate-income household and that their annual payments for total housing costs for the condominium unit shall not exceed 35% of 110% of the area median income adjusted for family size appropriate for the unit and consistent with the State of California definition for moderate-income housing units found in Health and Safety Code section 50052.5. At minimum, total housing costs shall be calculated by including mortgage payment, property taxes, homeowner's insurance and any applicable property association fee using the same method employed by the City under its First-Time Homebuyer Program. The City shall have three weeks to review the information for meeting the ordinance criteria.

2. The balance of the units shall be deed restricted to provide for owner-occupied housing, expected to serve middle-income residents. Each purchaser shall notify the City of South Lake Tahoe housing staff of their purchase and provide documentation of their understanding of the deed restrictions when they purchase the following units:

* FOR MIDDLE-INCOME UNITS: Middle-income purchasers will typically have an annual household income between 120% and 160% of the area median income,

adjusted for family size. The purchaser need not provide to the City documentation that they qualify as a middle-income household. Their annual payments for total housing costs for the condominium will be based upon that which they can qualify through private mortgage financing. These condominium unit(s) must be sold, both initially and in the future, at a price at or below the current California State HOME Program Purchase Price/Value Limit for one family in El Dorado County.

3. All condominium units created under the conversion program, whether low-, moderate-, or middle income, shall include the following limitations in the form of a deed restriction running with the unit. Before close of escrow, all purchasers shall provide documentation of their understanding of the deed restrictions when they purchase their unit. Such deed restrictions shall be executed by and between the owner and the City of South Lake Tahoe. Marketing of the units shall fully disclose the applicable deed restrictions, including the sales price and owner occupancy restrictions:

a. The purchaser must occupy the condominium unit as their primary residence for at least 10 months out of each year. At no time may the condominium unit, or any portion of the condominium unit, be rented/leased out to another party as a vacation rental. Rental may be allowed, for the shortest possible time required, upon a declaration of hardship, executed under penalty of perjury, stating that the hardship is due to circumstances beyond the owners control and the property must be rented to avoid mortgage default. Generally, the eligible reasons for rental of the property are limited to critical temporary situations such as call up to military duty or debilitating illness of the owner. Any such hardship exemption must be approved by the City prior to creating any rental or lease agreement.

b. Units within the subject property and any interest in title thereto shall not be transferred to any person or entity except in compliance with this ordinance. Any attempt to transfer title or any interest therein in violation of this ordinance or its implementing deed restrictions shall be void and may be set aside by the City in its sole discretion.

c. Physical standards for the structure must be met, as outlined in the "Development Standards" subsection.

32-20.4 Development Standards.

All units converted under this chapter shall be in full compliance with the following development standards prior to recordation of the final subdivision map. Staff may approve deviations from the standards if they can make a finding that the intent of the standards are fulfilled. If staff cannot make this finding of intent, staff's determination could be appealed pursuant to Section 2-88 of the City Code.

A. Off street parking and driveway requirements shall be as specified in Chapter 5 of the City of South Lake Tahoe City Code or the applicable community

plan, if different. No parking reductions shall be approved for condominium conversions.

B. A certificate of compliance with Best Management Practices must be on file with TRPA.

C. The building(s) shall meet setback requirements and the design and landscape standards set forth in the Citywide design standards, or applicable Community Plan design standards, as if they were new construction.

D. A single area having a minimum of two hundred (200) cubic feet of private and secure dead storage space shall be provided for each unit. Said storage area may be located within the garage, provided it does not interfere with garage space for automobile parking outlined in the parking ordinance. Customary closets and cupboards within the dwelling unit shall not count toward meeting this requirement.

E. An adjoining private patio or deck shall be provided for each unit. No dimension shall be less than eight (8) feet, nor have a minimum area of less than one hundred (100) square feet.

F. No less than one thousand (1,000) square feet of developed common recreation space (indoor or outdoor) shall be provided for the condominium project. If outside, this space shall not include the frontyard setback. Conversions for properties of three or fewer units are exempt from this requirement.

G. Individual laundry hook-ups of sufficient size to allow for the installation of a clothes washer and dryer shall be provided for each condominium unit. If provided for in the garage, said facility shall not encroach into the required parking (defined in Citywide design standards) or storage space (defined above).

H. The consumption of gas, water and electricity within each dwelling unit shall have a separate shutoff device to disconnect each unit's utilities, unless utilities are provided by the homeowner's association. Conversions will only be approved if the requirements of the local utility companies can be met.

I. All permanent mechanical equipment, including domestic appliances, which is recommended in the facilities report to be a source or potential source of vibration or noise, shall be shock mounted, isolated from the floor and ceiling, or otherwise installed in a manner proposed by the owner and concurred by the Building Division to lessen the transmission vibration and noise.

J. All living units shall have either a 13-R sprinkler system where fire flows are adequate or minimum one-hour occupancy separation at common walls and flow ceiling assemblies, if applicable. In addition, draft stops shall be installed where required.

K. The project's water delivery system must comply with the City's Uniform Fire Code fire flow requirements that were in place when the units were originally developed. Developments on wells must connect to a municipal water system.

L. If the structure is greater in size than 3,000 square feet, it must have a monitored fire alarm system in all units. In every case, smoke detectors must be provided in all sleeping rooms, hallways leading to sleeping rooms, at the top of the stairs, and at each floor level.

M. Curb, gutter and sidewalks must exist or be installed for all condominium conversions.

N. All signage shall conform to the City's standards for new signs.

32-20.5 Application Procedures.

A subdivision map application shall be submitted to the Community Development Department's Planning Division. Said application shall be accompanied by five (5) copies of documents containing the following information:

A. TRPA land capability, coverage, and unit of use verifications.

B. Photos of the property, including all existing structures, landscaping, signage, trash enclosures and street improvements.

C. The number of existing units and the square footage and number of rooms in each unit.

D. The layout of all common areas and a text description of how they comply with this ordinance.

E. The layout and location of all storage space outside of each unit and a text description of how it complies with this ordinance.

F. The layout and location of all facilities and amenities provided within a common area for the enjoyment and use of the unit owners and a text description of how it complies with this ordinance.

G. The layout of all parking spaces and driveways to be used in conjunction with each condominium unit and a text description of how they comply with the City parking and driveway ordinance.

H. Proposed (or existing) landscaping and irrigation.

I. Building elevations.

J. Location, height and type of all walls and fences.

K. Location and type of surfacing of all driveways, pedestrian walkways, vehicular parking areas and curb cuts and a text description of how they comply with the parking and driveway standards.

L. Proposed (or existing) trash enclosure details.

M. Definition of who has maintenance responsibility for all buildings and common areas.

N. Proposed Covenants, Conditions and Restrictions (CC&R's) for the subdivision.

O. Facilities Report. The applicant shall provide a facilities report prepared by a licensed California Civil Engineer or Architect detailing the condition and the timeframe of the useful life of all elements of the existing structures involved in the project. These elements include:

1. Roof;
2. Foundations;
3. Mechanical and electrical systems;
4. Plumbing systems;
5. Structural elements;
6. Paved surfaces;
7. Exterior paint;
8. HVAC systems;
9. Utility delivery systems;
10. Water delivery system;
11. Permanent mechanical equipment, including domestic appliances, which are potential sources of vibration or noise. That permanent mechanical equipment recommended for either shock mounting, isolation from the floor and ceiling, or other type of installation to lessen the transmission vibration and noise shall be so identified.
12. Fire protection and alarm systems; and,
13. Swimming pools or spas.

The facilities report shall identify any elements that do not meet condominium conversion development standards set forth in Section 32-20.4 of this ordinance. It shall also include a proposal to resolve the design issues or any building items that do not meet code (see Building History Report) or have a useful life of less than five years. All design and building items that do not meet standards or code must be remedied prior to subdivision approval; those elements that have a useful life of less than five years must either be remedied prior to subdivision or the list, with estimated replacement costs, must be fully disclosed to all potential buyers.

P. Building History Report. The applicant shall provide a building history report, prepared by a licensed California Civil Engineer or Architect, which shall include, as applicable:

1. The date of construction of all elements of the project; and
2. A statement of the use or uses of the facilities since construction; and
3. The date and description of each known structural repair or renovation requiring an expenditure of one thousand dollars or more; and
4. A statement regarding current ownership of all improvements and underlying property; and
5. A building codes analysis, to include a construction plan of the construction necessary as identified in the facilities report and building codes analysis.

32-20.6 General Provisions.

A. Payment of all application and any applicable City fees currently assessed for new condominium projects shall be required for condominium conversions mitigation.

B. A proposed condominium or condominium conversion tentative or parcel map (as applicable pursuant to the Subdivision Map Act) may be approved, disapproved or conditionally approved by the City in accordance with criteria as set forth in this chapter.

C. All proposed condominium conversions shall comply with the applicable provisions of the Subdivision Map Act, which includes requirements for tenant noticing, the tenant's exclusive right to contract for the purchase of the unit, etc.

32-20.7 Severability.

The illegality or invalidity of any provision or portion of this ordinance shall not affect the validity of the remainder of the ordinance and this ordinance shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this ordinance unenforceable.

Tahoe Daily
Tribune

Proof and Statement of Publication

3079 Harrison Avenue,
South Lake Tahoe, CA 96150
Phone (775) 881-1201
Fax (775) 887-2408
Account Number: #03100682

Legal Acct Ellen Boyle
City of South Lake Tahoe
City Clerk's Department
1052 Tata Lane
South Lake Tahoe, CA 96150-6324

VICTORIA CRUMP says:
That (s)he is a legal clerk of the **TAHOE DAILY TRIBUNE**, a daily newspaper published at South Lake Tahoe, in the State of California.

Notice of Proposed Ordinance
Amending Section 32-20
Authorizing Condominium Conversions
Under Specific Conditions
Ad # 03515820

of which a copy is hereto attached, was published in said newspaper for the full required period of **1 time** commencing on **October 27 , 2004** and ending on **October 27 , 2004**, all days inclusive.

Signed: Victoria Crump

STATEMENT:

Date	Amount	Credit	Balance
10/27/04	89.90		89.90

LEGAL PUBLICATION OF CITY OF SOUTH LAKE TAHOE ORDINANCE NO. 945 AMENDING THE SOUTH LAKE TAHOE CITY CODE SECTION 32-20 AUTHORIZING CONDOMINIUM CONVERSIONS UNDER SPECIFIED CONDITIONS

NOTICE IS HEREBY GIVEN that on October 19, 2004, the City of South Lake Tahoe City Council adopted Ordinance No. 945. The following is a summary of the ordinance.

Purpose of Amendment
This ordinance would enable existing multi-residential properties of ten or fewer units to apply to convert to ownership condominiums if they meet the standards found in the ordinance. Existing multi-residential properties of more than ten units would still be prohibited form converting to condominiums in order to preserve the existing rental housing stock. A Categorical Exemption will be filed for this amendment. The "cat ex" would document that there are no significant environmental effects resulting form the proposal.

PASSED AND ADOPTED by the City Council of the City of South Lake Tahoe at a regular meeting held on October 19, 2004, by the following vote.

AYES: Councilmembers: LOVELL, BROWN & UPTON
ABSTAIN: Councilmembers: DAVIS & COLE

This ordinance becomes effective November 17, 2004. A copy of said ordinance in its entirety is available for review in the City Clerk's Office located at 1052 Tata Lane, South Lake Tahoe, California, (530) 542-6004.

SUSAN ALESSI, CITY CLERK
CITY OF SOUTH LAKE TAHOE
1052 TATA LANE
SOUTH LAKE TAHOE, CA 96150
(530) 542-6004

Pub: October 27, 2004 **Ad#03515820**

RECEIVED
OCT 29 2004
CITY CLERK'S OFFICE
CITY OF SOUTH LAKE TAHOE

LEGAL PUBLICATION OF CITY OF SOUTH LAKE TAHOE ORDINANCE NO. 945 AMENDING THE SOUTH LAKE TAHOE CITY CODE SECTION 32-20 AUTHORIZING CONDOMINIUM CONVERSIONS UNDER SPECIFIED CONDITIONS

NOTICE IS HEREBY GIVEN that on October 19, 2004, the City of South Lake Tahoe City Council adopted Ordinance No. 945. The following is a summary of the ordinance.

Purpose of Amendment

This ordinance would enable existing multi-residential properties of ten or fewer units to apply to convert to ownership condominiums if they meet the standards found in the ordinance. Existing multi-residential properties of more than ten units would still be prohibited form converting to condominiums in order to preserve the existing rental housing stock. A Categorical Exemption will be filed for this amendment. The "cat ex" would document that there are no significant environmental effects resulting form the proposal.

PASSED AND ADOPTED by the City Council of the City of South Lake Tahoe at a regular meeting held on October 19, 2004, by the following vote.

AYES: Councilmembers: LOVELL, BROWN & UPTON
ABSTAIN: Councilmembers: DAVIS & COLE

This ordinance becomes effective November 17, 2004. A copy of said ordinance in its entirety is available for review in the City Clerk's Office located at 1052 Tata Lane, South Lake Tahoe, California, (530) 542-6004.

Susan Alessi

SUSAN ALESSI, CITY CLERK
CITY OF SOUTH LAKE TAHOE
1052 TATA LANE
SOUTH LAKE TAHOE, CA 96150
(530) 542-6004

==========

NOTE TO TAHOE DAILY TRIBUNE: Please publish one time on Wednesday, October 27 , 2004. Please provide affidavit of publication.

6

6

CITY OF SOUTH LAKE TAHOE

ORDINANCE NO. 946

AN ORDINANCE OF THE SOUTH LAKE TAHOE CITY COUNCIL AMENDING SECTION 8-40 OF THE CITY CODE REGARDING NUMBERING OF BUILDINGS

The City Council of the City of South Lake Tahoe does hereby ordain as follows:

Section 1. **Enactment.** Section 8-40 of the South Lake Tahoe City Code is hereby amended as designated in **Exhibit "A"** attached hereto and incorporated herein by reference.

Section 2. **Conflicting Ordinances Repealed.** All other ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. **Summary Publication.** Within fifteen (15) days after final adoption of this Ordinance, the City Clerk shall have a summary of the ordinance prepared by the City Attorney and published as required.

Section 4. **Effective Date.** This ordinance shall take effect thirty (30) days after its adoption.

FIRST READING: October 5, 2004

SECOND READING: October 19, 2004

PASSED AND ADOPTED by the City Council of the City of South Lake Tahoe at a regular meeting held on October 19, 2004, by the following vote:

AYES: Councilmembers DAVIS, LOVELL, BROWN, COLE & UPTON

NOES: Councilmembers _____

ABSENT: Councilmembers _____

ABSTAIN: Councilmembers _____

Tom Davis, Mayor

ATTEST:

Susan Alessi, City Clerk (City Seal)

ORDINANCE NO. 946

AN ORDINANCE AMENDING SECTION 8-40 OF THE CITY CODE REGARDING NUMBERING OF BUILDINGS

Section 8-40 is hereby amended to read as follows:

§8-40. Numbers to be affixed to buildings-
Manner of affixing numbers

It shall be the responsibility of the owners or occupants to affix the property numbers to their respective buildings in any style or device; provided that each figure of a number shall be plainly visible and legible from the public way. The main entrance to commercial buildings shall be numbered such that the numbers are plainly visible from the street fronting the property. All entrances to residential buildings from the public streets of the city shall be numbered, either on the street fronting the property, or as designated by the building official. The number of every entrance shall be placed uon, immediately above, or immediately adjacent to the door or gate closing of such entrance. Multi-unit buildings shall also have each unit numbered with an individual unit number placed upon, immediately above, or immediately adjacent to the door of each unit. Building numbers shall be a minimum of four inches in height, and of a contrasting color to that of the background on which they are placed.

Tahoe Daily
Tribune

Proof and Statement of Publication

3079 Harrison Avenue,
South Lake Tahoe, CA 96150
Phone (775) 881-1201
Fax (775) 887-2408
Account Number: #03100682

Legal Acct Ellen Boyle
City of South Lake Tahoe
City Clerk's Department
1052 Tata Lane
South Lake Tahoe, CA 96150-6324

VICTORIA CRUMP says:
That (s)he is a legal clerk of the **TAHOE DAILY TRIBUNE**, a daily newspaper published at South Lake Tahoe, in the State of California.

Notice of Proposed Ordinance
Amending Section 8-40
Regarding Numbering of Buildings
Ad # 03515821

of which a copy is hereto attached, was published in said newspaper for the full required period of **1 time** commencing on **October 27 , 2004** and ending on **October 27 , 2004**, all days inclusive.

Signed: Victoria C

STATEMENT:

Date	Amount	Credit	Balance
10/27/04	92.25		92.25

CITY OF SOUTH LAKE TAHOE
ORDINANCE NO. 946
AN ORDINANCE AMENDING SECTION 8-40 OF THE CITY CODE REGARDING NUMBERING OF BUILDINGS

Section 8-40 is hereby amended to read as follows:,

It shall be the responsibility of the owners or occupants to affix the property numbers to their respective buildings in any style or device; provided that each figure of a number shall be plainly visible and legible from the public way. The main entrance to commercial buildings shall be numbered such that the numbers are plainly visible from the street fronting the property. All entrances to residential buildings from the public streets of the
city shall be numbered, either on the street fronting the property, or as designated by the building official. The number of every entrance shall be placed uon, immediately above, or immediately adjacent to the door or gate closing of such entrance. Multi-unit buildings shall also have each unit numbered with an individual unit number placed upon, immediately above, or immediately adjacent to the door of each unit. Building numbers shall be a minimum of four inches in height, and of a contrasting color to that of the background on which they are placed.

PASSED AND ADOPTED by the City Council of the City of South Lake Tahoe at a regular meeting held on October 19, 2004, by the following vote.

AYES: Councilmembers DAVIS, LOVELL, BROWN, COLE & UPTON

This ordinance becomes effective November 17, 2004. A copy of said ordinance in its entirety is available for review in the City Clerk's Office located at 1052 Tata Lane, South Lake Tahoe, California, (530) 542-6004.

SUSAN ALESSI, CITY CLERK
CITY OF SOUTH LAKE TAHOE
1052 TATA LANE
SOUTH LAKE TAHOE, CA 96150
(530) 542-6004

Pub: October 27, 2004 **Ad#03515821**

RECEIVED
OCT 29 2004

CITY OF SOUTH LAKE TAHOE
ORDINANCE NO. 946

AN ORDINANCE AMENDING SECTION 8-40 OF THE CITY CODE REGARDING NUMBERING OF BUILDINGS

Section 8-40 is hereby amended to read as follows:

It shall be the responsibility of the owners or occupants to affix the property numbers to their respective buildings in any style or device; provided that each figure of a number shall be plainly visible and legible from the public way. The main entrance to commercial buildings shall be numbered such that the numbers are plainly visible from the street fronting the property. All entrances to residential buildings from the public streets of the city shall be numbered, either on the street fronting the property, or as designated by the building official. The number of every entrance shall be placed uon, immediately above, or immediately adjacent to the door or gate closing of such entrance. Multi-unit buildings shall also have each unit numbered with an individual unit number placed upon, immediately above, or immediately adjacent to the door of each unit. Building numbers shall be a minimum of four inches in height, and of a contrasting color to that of the background on which they are placed.

PASSED AND ADOPTED by the City Council of the City of South Lake Tahoe at a regular meeting held on October 19, 2004, by the following vote.

AYES: Councilmembers DAVIS, LOVELL, BROWN, COLE & UPTON

This ordinance becomes effective November 17, 2004. A copy of said ordinance in its entirety is available for review in the City Clerk's Office located at 1052 Tata Lane, South Lake Tahoe, California, (530) 542-6004.

Susan Alessi

SUSAN ALESSI, CITY CLERK
CITY OF SOUTH LAKE TAHOE
1052 TATA LANE
SOUTH LAKE TAHOE, CA 96150
(530) 542-6004

==========

NOTE TO TAHOE DAILY TRIBUNE ONLY: Please publish one time on Wednesday. October 27, 2004 **Please provide Affidavit of Publication.**

7

7

City of South Lake Tahoe

"making a positive difference now"

STAFF REPORT
FOR THE CITY COUNCIL MEETING OF
October 19, 2004

TO: David Jinkens, City Manager
FR: Lisa O'Daly, Associate Planner
RE: General Plan Progress Report on the Implementation of the Housing Element, fiscal year 2003/2004
DT: October 12, 2004

RECOMMENDATION:
Receive, file and forward to State.

ISSUE and DISCUSSION:
Background
Government Code Section 65400 (b) requires the planning agency of local governments to provide an annual report (for the State's fiscal year from July 1 through June 30 of each year) to the legislative body on the status of the General Plan and progress in its implementation, including the progress in meeting its share of regional housing needs pursuant to Section 65584. Additionally, the annual report should include information concerning local efforts to remove governmental constraints to the maintenance, improvement and development of housing pursuant to Section 65583 (c) (3). This report must be forwarded onto the State's Housing and Community Development Department and to the Office of Planning and Research.

Discussion
The following information is for the required one-year period (7/1/03-6/30/04) in compliance with State law:

A. Status of the General Plan.

1. General Plan Amendments
During the 2003/2004 fiscal year, the City's Housing Element Update was adopted by the City Council on September 16, 2003 (Resolution No. 2003-68). It was deemed compliant with State law by the Department Housing and Community Development (HCD) on December 23, 2003.

2. Plan Area Statement (PAS) Amendments
Two applicant-requested Plan Area Statement Amendments were approved. One amendment modified the internal boundaries of Plan Area Statement 110 in order to facilitate development of a Residential Care facility along Emerald Bay Road. The second amendment, to Plan Area Statement 094, added multiple family housing as an allowable use to a three-acre area where it was previously prohibited. This amendment facilitates development of a very low-income senior

affordable housing project on Pioneer Trail and Herbert Avenue. The latter site was identified in the Land Inventory of the 2003 Housing Element Update as a possible affordable housing site (multiple family dwelling over 5 units in size) if a Plan Area Statement amendment were processed.

In addition, "clean up" amendments were adopted as part of the Housing Element Update to ensure internal consistency relating to land use designations in regard to multiple family housing uses. These amended Plan Area Statements 085, 089, 093, 103, 1-04 and 099.

3. **Community Plan Amendments**
"Clean up" amendments were adopted as part of the Housing Element Update to ensure internal consistency relating to land use designations in regard to multiple family housing uses. In addition to the Plan Area Statements that were amended (listed above), the Stateline/Ski Run Community Plan was also amended.

B. **General Plan Implementation Progress.**
During the 2003/2004 fiscal year the following projects have assisted in the implementation of the General Plan:

- Began meeting with interested members of the public regarding clarifications to the Land Use Plan for the Lake Tahoe Airport, which will enable property owners to better identify which uses are compatible within each safety area.

C. **Status of Meeting the City's Share of the Regional Housing Needs.**
Background
The 2003 Housing Element Update indicated that the City's fairshare housing objectives, provided to the City by SACOG, from 2001 through 2008 (effectively 2009 based upon 298 new construction units and 50 rehabilitation units), are broken down as follows:

	New Construction Objective	Rehabilitation Objective	Total Approved Through 6/04
Very low-Income	**28**	--	**18**
Low-Income	**36**	**40**	**69**
Moderate-Income	**30**	**10**	**0**
Above-Moderate	**204**	--	**159**

This Tahoe Regional Planning Agency (TRPA) allocates a fixed number of residential units that can be built within the Lake Tahoe Region, including the City of South Lake Tahoe. Population growth is guided by the land use limitations set forth in their Regional Plan. These limitations were created to

ensure compliance with the Environmental Threshold Carrying Capacities for the Lake Tahoe Basin.

TRPA issued the City the following number of allocations, by year, during the current reporting period, 2001 – 2008:

	Single Family	Multi-Family	MF to SF (Condo)
January 2001	**23**	**12**	**0**
January 2002	**23**	**10**	**2**
January 2003	**23**	**11**	**4**
January 2004	**22**	**13**	**0**

The City then issued all of these allocations to homebuilders. This report presumes that all of the new housing units created through the allocation process will fall into the **"Above Moderate"** housing category. This assumption is being made even though the City Council has further restricted these allocations to require 10% of them to be used annually for creation of multiple family housing (two or more units) with the intent to increase our rental housing stock.

In addition to the annual allocation from TRPA, more new "above moderate" units were created through allocations obtained on the private market (through retirements of sensitive lots or from transferred Residential Units of Use).

	Single Family
June 2001 – June 2002	**0 units**
June 2002 - June 2003	**4 units**
June 2003 – June 2004	**12 units**

The City also has made progress towards its fair share obligation to provide for affordable (**Low- and Very Low-Income**) housing units. Affordable housing units have been generated through new construction, rehabilitation of previously existing market rate housing through the City's Housing Rehabilitation Program, first time homebuyer assistance through the First Time Homebuyer's Program and conversion of illegal dwelling units to permanent affordable housing. These housing units support the accomplishment of the Housing Element's (HE's) Programs 9, 16, 19, 28. These units also serve to meet the Redevelopment Agency's obligation to provide replacement housing. The Redevelopment Agency has removed approximately 232 housing units primarily occupied by low- and very low-income persons. In almost all cases, these units were substandard apartments or dilapidated motel rooms that were never intended for permanent occupancy. They are being replaced with quality affordable housing units.

New Units Approved for Creation through Bonus Unit Assignment (Perpetual Deed Restrictions for Affordable Units) Based Upon Date of Project Approval:

June 2001 – June 2002	**None**
June 2002 - June 2003	**18 Units (Emerald Bay Estates, 14 one-bedroom and 4 two-bedroom units for people with disabilities, all Very Low Income – HE Program 37)**
June 2003 – June 2004	**27 Units (Evergreen Apartments, 24 two-bedroom and two three-bedroom units *and* Marjorie Street, a one bedroom unit – low-income)**

Of the above new units, only one building permit was pulled in 2004, for the one-bedroom unit on Marjorie, in 2004.

Rehabilitation of Previously-Existing Market Rate Housing Based Upon Escrow Dates of the Loans or Date of Acceptance of the Grant:

June 2001 – June 2002	**8 Units (all SFD's)**
June 2002 - June 2003	**5 Units (all SFD's)**
June 2003 – June 2004	**3 Units (all SFD's)**

First Time Homebuyer Assistance Based Upon Escrow Dates of the Loans:

June 2001 – June 2002	**11 Units**
June 2002 - June 2003	**6 Units**
June 2003 – June 2004	**6 Units**

Conversion of Illegally-Created Housing Units to Deed Restricted Affordable Housing Based upon Date Deed Restriction is Recorded:

June 2001 – June 2002	**1 Unit**
June 2002 - June 2003	**0 Units**
June 2003 – June 2004	**2 Units**

No **Moderate-Income** housing units have been created to date.

D. Removing governmental constraints in regards to maintenance, improvement and development of affordable housing.

During this 2003/2004 fiscal year the following projects have assisted in maintenance, improvement and development of affordable housing:

- Worked with the TRPA, to amend their Code of Ordinances to provide Moderate-Income Housing and Secondary Residence opportunities in the Tahoe Basin. .
- Worked with a City Council Subcommittee and the public to amend in the City Code to develop the City's habitability standards (including "firesafe" components) to allow for the conversion of Tourist Accommodation uses to residential (where the use is permissible) for deed restricted affordable housing and the conversion of market

rate housing units to deed restricted affordable units (Bonus Unit Substitution). (HE Programs 24 and 41)

- Developed a primer/hand-out for the public regarding development of affordable housing. (HE Program 25)
- Created a fact sheet for the Ski Run/Pioneer Trail area to assist developers to understand affordable housing options for the properties. (HE Program 2)
- Recommended a Plan Area Statement amendment to add affordable multiple family housing as an allowable use where transit oriented development findings could be made. (HE Program 8)
- Continued operation of the City's bilingual Housing Issues Hotline. (HE Program 39)

FISCAL IMPACT:
No impact.

By:

Lisa O'Daly
Associate Planner

Department Head Concurrence:

Teri Jamin
Community Development Director

Reviewed and Approved by:

David Jinkens
City Manager

Cc: Patrick Conway, HED Coordinator

8

8

City of South Lake Tahoe

"making a positive difference now"

SEPTEMBER 27, 2004

STAFF REPORT
FOR THE CITY COUNCIL MEETING OF OCTOBER 19, 2004

TO: DAVID JINKENS, CITY MANAGER

FR: JANET M. EMMETT, HUMAN RESOURCES MANAGER JME

RE: RESOLUTION AUTHORIZING A CORRECTION TO THE AMENDMENT TO CONTRACT BETWEEN THE BOARD OF ADMINISTRATION CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE CITY COUNCIL; CITY OF SOUTH LAKE TAHOE.

RECOMMENDATION

Hear first reading. Second reading scheduled for November.

ISSUE STATEMENT AND DISCUSSION

The current contract between CalPERS and the City includes wording that references "future legislative proposal...being considered". The legislation being referred to is no longer being proposed. Therefore, CalPERS has requested a resolution authorizing a correction to the contract to remove the reference to proposed legislation.

On October 12, 2002, the City's contract was adopted providing the new benefit formula for local miscellaneous members and was written to indicate that the new formula was applicable to all local miscellaneous employees. This was done because legislation was being considered to make the new formulas applicable to all inactive and active employees who had not yet retired. That legislative proposal is no longer being considered and the new formula is applicable to only those local miscellaneous employees in employment on or after the amendment effective date (October 12, 2002).

The attached resolution amends two paragraphs of the City contract with PERS to reflect that this legislation is no longer being considered and that the new formula is applicable to only those local miscellaneous employees in employment on or after the amendment effective date (October 12, 2002). This action will ensure that the City contract with PERS is in compliance with current Government Code.

FINANCIAL AND/OR POLICY IMPLICATIONS:

There is no fiscal or policy implication associated with this action.

I concur with this report. Approved.

David Jinkens
City Manager

Cc: Department Managers
Association Presidents
Local #1 – Jere Copeland, Senior Business Agent

Actuarial & Employer Services Division
P.O. Box 942709
Sacramento, CA 94229-2709
Telecommunications Device for the Deaf - (916) 795-3240
(888) CalPERS (225-7377) FAX (916) 795-3005

September 21, 2004

Employer Code #726
Reply to Section 105

Ms. Janet M. Emmett
Human Resources Manager
City of South Lake Tahoe
1052 Tata Lane
South Lake Tahoe, CA 96150

Dear Ms. Emmett:

The Contract Amendment adopted providing the new benefit formula for your local miscellaneous members was written to indicate that the new formula was applicable to all local miscellaneous employees. This was done because legislation was being considered to make the new formulas applicable to all inactive and active employees who had not yet retired. That legislative proposal is no longer being considered and the new formula is applicable to only those local miscellaneous employees in employment on or after the amendment effective date.

Enclosed are two copies of a Resolution authorizing a correction to the Amendment to Contract providing for the new benefit formula for local miscellaneous members. Adoption of the enclosed Resolution clarifies that the contract is in accordance with the Government Code by indicating that the new formula applies only to the local miscellaneous members employed by your agency on or after the amendment effective date. It does not change the effective date of the original amendment effective date.

Please present the Resolution to your governing body for its adoption at the earliest possible meeting and return two executed copies of the Resolution. A copy will be returned for your records after it has been executed by CalPERS.

A new coverage group has been established for employees eligible for the new benefit formula. Please notify your payroll office to begin using coverage group number 70003 on all payroll reports for all local miscellaneous members beginning immediately.

If you have any questions, please call (888) CalPERS (225-7377).

Sincerely,

Michael Latino
Employer Representative
Public Agency Contract Services

Enclosures

RESOLUTION NO. 2004-78

RESOLUTION
AUTHORIZING A CORRECTION TO THE AMENDMENT TO CONTRACT BETWEEN THE

BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

AND THE

CITY COUNCIL
CITY OF SOUTH LAKE TAHOE

WHEREAS, the City Council of the City of South Lake Tahoe hereinafter referred to as Public Agency, and the Board of Administration of the Public Employees' Retirement System entered into a contract effective March 1, 1968 providing for the participation of Public Agency in the Public Employees' Retirement System; and

WHEREAS, said contract was amended effective October 12, 2002; and

WHEREAS, due to an inadvertence, paragraph "6" read:

> " The percentage of final compensation to be provided for each year of credited prior and current service for local miscellaneous members shall be determined in accordance with Section 21354.5 of said Retirement Law, subject to the reduction provided therein for service prior to December 31, 1977, termination of Social Security, for members whose service has been included in Federal Social Security (2.7% at age 55 Full and Modified).
>
> **[Note that a future legislative proposal is being considered which could amend Government Code Section 21354.5 to make the 2.7% at 55 benefit formula applicable to both active members <u>and</u> inactive members who have not yet retired. If enacted, this amendment could have an effect on your agency's actuarial valuation and employer contribution rates in future years.] and**

WHEREAS, Section 20472 of the Government Code provides that corrections may be made through amendments approved by the adoption of suitable resolutions by the contracting parties;

NOW, THEREFORE, BE IT RESOLVED that said governing body of Public Agency authorizes, and it does hereby authorize, a correction to the amendment to contract effective October 12, 2002 as follows:

A. Paragraph 6 of said contract shall be changed as follows:

"The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment before and not on or after October 12, 2002 shall be determined in accordance with Section 21354 of said Retirement Law, subject to the reduction provided therein for service prior to December 31, 1977, termination of Social Security, for members whose service has been included in Federal Social Security (2% at age 55 Full and Modified)"; and

B. Paragraph 7 of said contract shall be added as follows:

"The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment on or after October 12, 2002 shall be determined in accordance with Section 21354.5 of said Retirement Law, subject to the reduction provided therein for service prior to December 31, 1977, termination of Social Security, for members whose service has been included in Federal Social Security (2.7% at age 55 Full and Modified)"; and

C. Paragraph numbers "7 through 14"; shall be renumbered paragraph numbers "8 through 15".

BE IT FURTHER RESOLVED, that the presiding officer of the governing body of Public Agency is hereby authorized, empowered, and directed to execute said amendment for and on behalf of Public Agency.

Adopted this 19th day of October, 2004.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
KENNETH W. MARZION, CHIEF
ACTUARIAL & EMPLOYER SERVICES DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF SOUTH LAKE TAHOE

BY _____
PRESIDING OFFICER, MAYOR

Attest: _____
Clerk

616 Resolution 7-2002

RESOLUTION NO. 2004-78

PASSED AND ADOPTED by the City Council of the City of South Lake Tahoe at a meeting on October 19, 2004, 2004 by the following vote:

AYES: DAVIS, LOVELL, BROWN, COLE & UPTON

NOES: _____

ABSENT: _____

ABSTAIN: _____

ATTEST:

Susan Alessi, City Clerk

Tom Davis, Mayor

Attachment to Resolution No. 2004-78 Authorizing Correction to the Amendment to Contract between PERS and the City of South Lake Tahoe

CalPERS
Actuarial & Employer Services Division
PO Box 942709
Sacramento, CA 94229-2709
Telecommunications Device for the Deaf - (916) 795-3240
(888) CalPERS (225-7377) FAX (916) 795-3005

November 10, 2004

Employer Code #0726

Reply to Section 105

Ms. Janet M. Emmett
Human Resources Manager
City of South Lake Tahoe
1052 Tata Lane
South Lake Tahoe, CA 96150

Dear Ms. Emmett:

The Resolution Authorizing an Amendment to Correct An Error in the Contract effective October 12, 2002 has been executed by CalPERS. Enclosed is a copy for your files.

If you have any questions regarding your contract, please do not hesitate to contact our office at (888) CalPERS (225-7377).

Sincerely,

Paula McDonald

Public Agency Contract Services

PMC:pmc

Enclosure

C0308 (Rev. 9/99)

9

9

City of South Lake Tahoe

"making a positive difference now"

Staff Report
City Council Meeting of October 19, 2004

Dt: October 8, 2004

To: David Jinkens, City Manager

Fr: Jason Dukes, Assistant Engineer

Re: Resolution Authorizing Public Works Director to Submit an Application to the United States Forest Service for $700,000 for the Al Tahoe BMP Project, PWC-2004-01 and Authorize the Mayor to Execute a Grant Agreement between the City of South Lake Tahoe and the United States Forest Service

Recommendation:
Adopt resolution.

Discussion:
The United States Forest Service, Lake Tahoe Basin Management Unit (USFS) has approved the nomination of the Al Tahoe BMP Project for the submittal and acceptance of an application package from the City of South Lake Tahoe (City) to receive planning grant funds for the purpose of engineering design and development of construction documents for the project. This source of USFS grant funding was authorized by the Southern Nevada Public Land Management Act of 1988 (SNPLMA) and is available for use on projects in the Environmental Improvement Program (EIP). The USFS requires that the application and acceptance of funding be approved by an authorized representative of the project facilitator (City).

Acceptance of this grant will provide additional funds for the City to continue to make progress toward attainment of the requirements of its National Pollution Discharge Elimination System (NPDES) Municipal Storwater/Urban Runoff Discharge Permit through the construction of erosion control projects identified in the EIP. The basic intent of the NPDES permit requires the City to meet the discharge standard for the stormwater/urban runoff, which originates from its public land and right-of-ways that intercept the surface and ground waters in the Tahoe Basin.

The goal of this planning grant is to develop the initial conceptual plan for the entire Al Tahoe BMP Project area. The Al Tahoe BMP Project (EIP project # 696) is located in the north central portion of the city and includes the Al Tahoe subdivision. The project area is bounded by Lake Tahoe to the north, Highway 50 to the east and the Upper Truckee Marsh to the south and west (exhibit A).

City staff has estimated that the grant will provide the required funds to develop a conceptual design and a preferred alternative for the entire project area. As a part of the development of the overall conceptual plan the project area will be divided into project phases based on watershed

boundaries and drainage patterns. The pre-acquisition phase of the project will include the development of a property database and initial contact with property owners to determine willingness and acceptability of the project within the vicinity of their properties. Additionally the project budget will include funds for the development and implementation of a monitoring plan to gather pre-project data. As the project evolves City staff will pursue future grants to provide funds for the completion of the final construction plans, acquire property and easements, and construct the project improvements for each phase of the Al Tahoe BMP Project.

Financial Implications:

This grant agreement is the same as other USFS grants approved by the City Council in the past. Consulting costs and City staff time (fully burdened) will be reimbursed to the City through the USFS grant. Since the USFS grant funds require a 50/50 match, staff is proposing to use grant funds received from the State of California, California Tahoe Conservancy for the Glorene and 8th Street Project. The available 50/50 match monies from the Glorene and 8th Street Project are $3,079,000. A summary of the estimated project funding and expenditures for the Al Tahoe BMP Project is as follows:

Funding	**Amount**
USFS Planning Grant (2004)	$ 700,000
Total Funding	***$700,000.00***
Expenses/Encumbrances	
Engineering Design (consultant services)	$ 540,000
Pre-acquisition activities	$ 20,000
Pre-project Monitoring	$ 60,000
Administration (City staff)	$ 80,000
Total Expenses/Encumbrances to Date	***$700,000.00***

By:

Jason Dukes
Assistant Engineer

I concur with this report:

Brad Vidro
Public Works Director/City Engineer

Reviewed and Approved by:

David Jinkens
City Manager

Attachments
c: Sue Norman
h:\pwcs\2004 pwcs\2004-01 al tahoe bmp\council\sr 04 usfs planning grant_al tahoe bmp.doc

City of South Lake Tahoe
Resolution No. 2004-79

Resolution Authorizing Public Works Director to Submit an Application to the United States Forest Service for $700,000 for the Al Tahoe BMP Project PWC-2004-01 and Authorize the Mayor to Execute a Grant Agreement between the City of South Lake Tahoe and the United States Forest Service

Resolved, by the City Council of the City of South Lake Tahoe, that:

Whereas, it is necessary that a grant be applied for, received, and entered into between the City of South Lake Tahoe and the United States Forest Service for the Al Tahoe BMP Project; and

Whereas, the City of South Lake Tahoe is anticipating the acceptance of grant funds for the Al Tahoe BMP Project from the United States Forest Service; and

Whereas, the City of South Lake Tahoe would like to amend its annual budget to include the $700,000 grant;

Now, Therefore, It Is Hereby Determined And Ordered; that

1. The City Council of the City of South Lake Tahoe hereby approves and authorizes execution of the application by the Public Works Director as the City's authorized representative.
2. If recommended for funding award by the United States Forest Service, the City Council of the City of South Lake Tahoe authorizes the City of South Lake Tahoe to accept a grant up to $700,000.
3. The City Council of the City of South Lake Tahoe hereby approves the agreement between the City of South Lake Tahoe and United States Forest Service and authorizes execution of said agreement by the Mayor.
4. The City Council of the City of South Lake Tahoe hereby modifies the Annual Operating and Capital Improvements Budget for Fiscal Year 2004/05 as follows:

Al Tahoe BMP Project

301 40029	Revenue	33117 - United States Forest Service (+) $700,000
301 40029	Expenditures	48020 - Engineering Design (+) $540,000
301 40029	Expenditures	48040 - Acquisition (+) $20,000
301 40029	Expenditures	48050 - Monitoring (+) $60,000
301 40029	Expenditures	48060 - Administration (+) $80,000

Passed and Adopted by the City Council of the City of South Lake Tahoe on October 19, 2004, by the following votes:

Ayes: Councilmembers DAVIS, LOVELL & BROWN

Noes: Councilmembers

Absent: Councilmembers

Abstain: Councilmembers COLE & UPTON

Tom Davis, Mayor

Attest:

Susan Alessi, City Clerk
City Seal

CITY OF SOUTH LAKE TAHOE 1965 CALIFORNIA

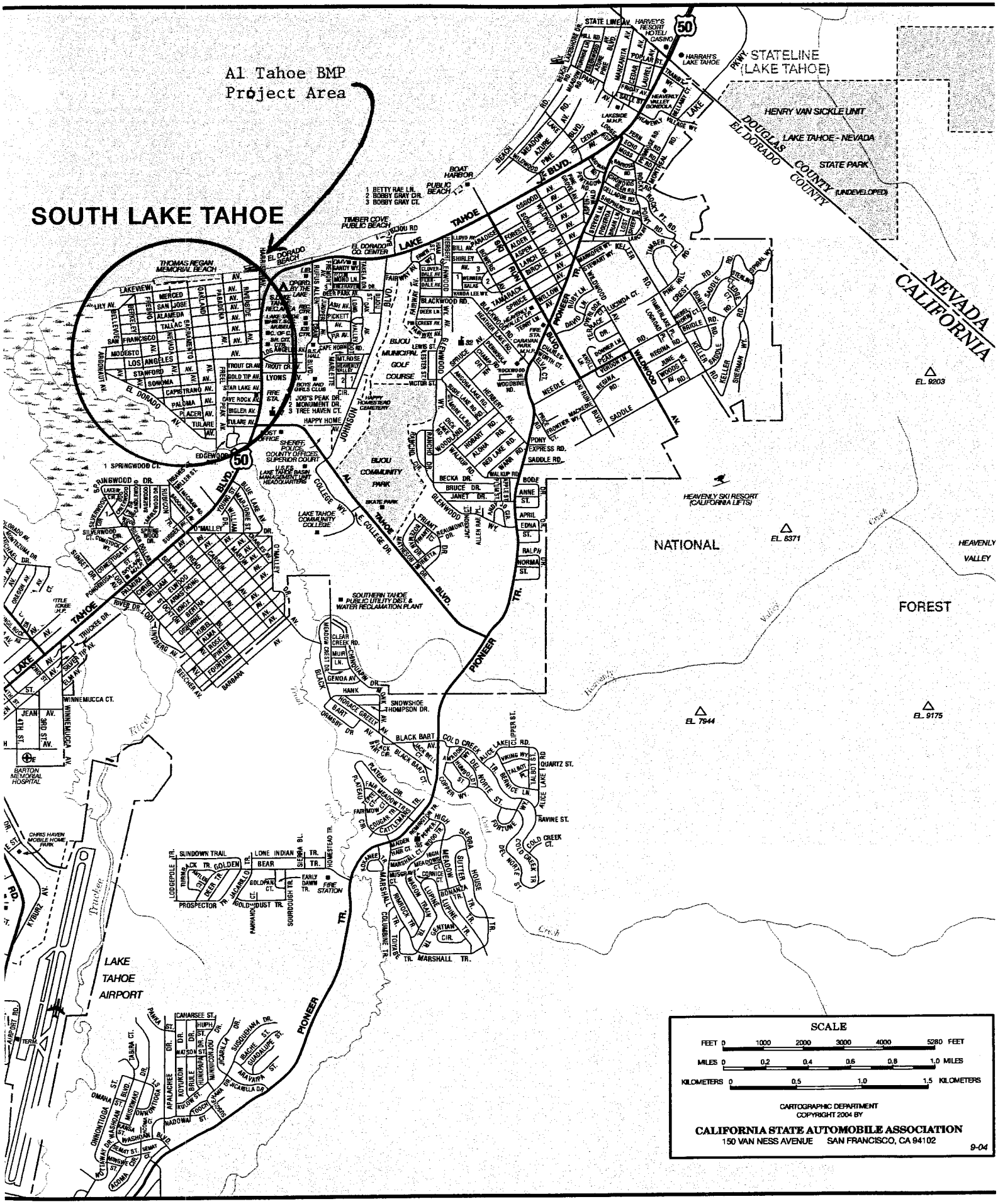

Al Tahoe BMP
Project Area
SOUTH LAKE TAHOE
STATELINE
(LAKE TAHOE)
HENRY VAN SICKLE UNIT
LAKE TAHOE - NEVADA
STATE PARK
(UNDEVELOPED)
EL DORADO COUNTY
DOUGLAS COUNTY
NEVADA
CALIFORNIA
HARRAH'S LAKE TAHOE
HARVEY'S RESORT HOTEL/ CASINO
STATE LINE AV.
BOAT HARBOR
PUBLIC BEACH
TIMBER COVE PUBLIC BEACH
EL DORADO BEACH
THOMAS REGAN MEMORIAL BEACH
BIJOU MUNICIPAL GOLF COURSE
BIJOU COMMUNITY PARK
SKATE PARK
LAKE TAHOE COMMUNITY COLLEGE
HAPPY HOMESTEAD CEMETERY
SHERIFF, POLICE, COUNTY OFFICES, SUPERIOR COURT
U.S.F.S. LAKE TAHOE BASIN MANAGEMENT UNIT HEADQUARTERS
SOUTHERN TAHOE PUBLIC UTILITY DIST. & WATER RECLAMATION PLANT
HEAVENLY SKI RESORT (CALIFORNIA LIFTS)
NATIONAL
FOREST
HEAVENLY VALLEY
EL 9203
EL 8371
EL 7944
EL 9175
BARTON MEMORIAL HOSPITAL
CHRIS HAVEN MOBILE HOME PARK
LAKE TAHOE AIRPORT
FIRE STATION
SCALE
FEET 0 1000 2000 3000 4000 5280 FEET
MILES 0 0.2 0.4 0.6 0.8 1.0 MILES
KILOMETERS 0 0.5 1.0 1.5 KILOMETERS
CARTOGRAPHIC DEPARTMENT
COPYRIGHT 2004 BY
CALIFORNIA STATE AUTOMOBILE ASSOCIATION
150 VAN NESS AVENUE SAN FRANCISCO, CA 94102
9-04

Exhibit A

United States Department of Agriculture | Forest Service | Lake Tahoe Basin Management Unit | 35 College Drive
South Lake Tahoe, CA 96150
(530) 543-2600

File Code: 1580
Date: March 21, 2005

Mr. Brad Vidro
Public Works Director
City of South Lake Tahoe
Public Works Department, Services Center
1900 Lake Tahoe Blvd.
South Lake Tahoe, CA 96150-6323

Dear Brad Vidro:

We are pleased to be able to fund your Application for Federal Assistance and grant the City of South Lake Tahoe $4,795,000.00 under the Lake Tahoe Erosion Control Grants component of the Lake Tahoe Restoration Act for 2005. This letter should be incorporated with your original application and narrative as Grant No. 05-DG-11051900-038. The original application and narrative information have been retained for our file.

This funding is provided under the authority of the Lake Tahoe Restoration Act (PL 106-506) and the actual funding is being provided through Round 5 of the Southern Nevada Public Lands Management Act, Public Law 105-263 31 US 6901. The approved grant project period is effective as of the last date that this letter is signed by all parties, through December 31, 2009. We are still completing the process of transferring funds from the Bureau of Land Management (BLM), the agency responsible for disbursement of the SNPLMA funds, to the LTBMU. Because this has never been done before it is taking some time to develop and implement the funds transfer process. What this means is that charges can be accrued to the grant from the last date this letter is signed by all parties. However we will not be able to process any requests for reimbursements for the project until we complete the transfer of funds from the BLM to the LTBMU. We expect the transfer to occur by August 2005 or before. Reimbursement requests can be submitted prior to this time but will not be processed until the funds have been received. You will be notified immediately once the funds transfer process has been complete and all outstanding reimbursement requests will be processed at that time. ***Please note the maximum period for this award is 5 years. You will not be able to extend beyond this period, or be able to transfer funds from this grant to another project. Any excess funds will need to be returned to the US Forest Service.***

This is an award of federal financial assistance and as such is subject to Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as implemented by U. S. Department of Agriculture Regulations 7 CFR 3016; OMB Circular A-87, Cost Principles for State and Local Governments and OMB Circular A-133, Audits of State, Local Governments and Non-Profit Organizations. We urge you to carefully review these publications since they include regulations for procurement, equipment management, fiscal reporting, and other important information. The documents are available on the worldwide web. The Circulars can be obtained from the OMB Grants Management Home Page at http://www.whitehouse.gov/omb/grants/index.html. The CFR can be obtained at http://www.access.gpo.gov/nara/cfr.

CENTRAL RECORDS
FILE No.: 1017
C-76-021

Additionally, this grant is subject to the following administrative conditions:

1. Reporting Requirements:

   a.) Financial Reports: The Financial Status Report (Standard Form 269 or 269a) needs to be submitted on a semi-annual basis and needs to include information on both federal and non-federal expenses, or in-kind contributions, to show the extent to that any matching requirements have been met. Interim reports are to cover the 3-month periods ending March 31 and September 30 each year, and are due 30 days following these dates. The first interim reports are due April 30, 2005. Final reports are due no later than 90 days following the grant expiration date. Grant financial forms can also be obtained at the OMB Grants Management website.

   b.) Written Progress Reports: The written progress report needs to be submitted on a semi-annual basis. Interim reports are to cover the 6-month periods ending March 30 and September 30 each year and are due 30 days following these dates. The first interim reports are due October 31, 2005. Final reports are due no later than 90 days following the grant expiration date. Each written progress report needs to provide details on accomplishments to date, including a comparison of actual accomplishments with proposed goals for the period, any current problems or unusual developments or delays, and work to be performed during the succeeding period. The final performance report needs to contain sufficient information to show that specific grant objectives have been accomplished, including the information described in the administrative guidelines sent previously with your grant application.

   NOTE: Failure to submit the above reports on time may be the basis for withholding payments until the reports are received.

   c.) Accrual Information: An accrual is the amount of the Forest Service's legal liability for work performed under the grant but not yet invoiced or paid by the Forest Service. The Forest Service must accurately record these accruals, often called "accrual accounts payable," so that audited financial statements are correctly stated. To provide the information necessary for recording these accrued accounts payable, City of South Lake Tahoe County should submit the following information via hardcopy, fax, or e-mail no later than the 20th day of the last month of each federal fiscal year quarter (March, June, September and December):

   "Under Grant Number _____ at the close of the quarter ending _____ (insert last day of quarter), _____ (insert recipient name) anticipates incurring the following total cumulative value of work on the program/project(s): $_____. Of this amount, $_____ has been invoiced and $_____ has not been invoiced."

   Note: The cumulative value of work on the program/projects includes the total of all payments previously paid, payments that are pending, and work accomplished by not yet invoiced.

2. Payment Requests. Reimbursable and advance payments are approved under this grant. Only costs for those project activities approved in this award, or any approved

modifications thereto, are allowable. Requests for payment shall be submitted on Standard Form 270 (SF-270, Request for Advance or Reimbursement), and shall be submitted no more frequently than monthly. The SF-270 needs to include information on both federal and non-federal expenditures and in-kind contributions, to show the extent to which matching commitments for these grant funds have been met.

Requests may be submitted on an advance payment basis for estimated costs that shall not exceed the minimum amount needed, or no more than is needed for a 30-day period, whichever is less. Justification must be provided with any request for advance payments. Any funds advanced, but not spent upon expiration of this grant, shall be returned to the Forest Service.

Payment requests received after the due date for required written progress and financial status reports will not be processed until receipt of these reports. Final payment will be processed only after the work outputs agreed to in the grant narrative have been accomplished and the final performance report has been received.

3. Electronic Funds Transfer (EFT) (5/04): The recipient shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with US Treasury Regulations, Money and Finance at 31 CFR 208, which requires that Federal payments are to be made by EFT to the maximum extent possible. A waiver may be requested and payments received by check by certifying in writing that one of the following situations apply:

    1. The payment recipient does not have an account at a financial institution.
    2. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving the check.
    3. The payment recipient has a physical or mental disability, or a geographic, language, or literacy barrier.

    In order to receive EFT payments the recipient shall register in the Central Contractor Registry (CCR). You may register by going to www.ccr.gov and following the instructions provided on line. For assistance, contact the CCR Assistance Center at 888-227-2423 or 269-961-47.

4. Modifications. Modifications to change the scope of projects, reprogram the budget (if cumulative change is more than 10% of the total grant budget), or extend the project period shall be made by mutual consent of the parties, by the issuance of a written grant amendment letter, signed and dated by both parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance. **No modifications can be made after the grant expiration date.**

    All requests for modification require a minimum of 30 days lead-time to process. Modification requests require submittal of the following:

    a. Written justification for the change
    b. Revised Application for Federal Assistance Form SF-424
    c. Revised Budget Information Form SF-424A (if applicable)
    d. Revised written narrative (if applicable)

5. Authorized Representatives: By signature below, the recipient certifies that the individuals listed in the grant documents as representatives of the recipient are authorized to act in their respective areas for matters related to this grant.

As you can see there is an administrative workload associated with managing your grant and someone other than your design consultant must conduct much of this work, according to federal regulations regarding conflict of interest. Please read this letter and the previously sent administrative procedures carefully to get a sense of the amount of work that will be entailed and your strategy for accomplishing this.

Written performance reports, financial status reports, accrual information and payment requests should be sent to:

Sue Norman, Grants Program Manager
USDA Forest Service
Lake Tahoe Basin Management Unit
35 College Drive
South Lake Tahoe, CA 96150
E-mail: snorman@fs.fed.us
Fax: 530-543-2693

Two signed copies of this letter are provided. Please sign both, indicating you have agreed to the terms and conditions of this grant award have accepted (Please note that this approved grant project period takes effect as of final signature and date). Please return one fully executed Award Letter to us and retain the other fully executed Award Letter for your file.

If you have any questions regarding this grant award, feel free to contact Sue Norman (phone 530-543-2662).

Maribeth Gustafson — 3/22/05
MARIBETH GUSTAFSON — Date
Forest Supervisor
Lake Tahoe Basin Management Unit

Brad Vidro — 3/22/05
Brad Vidro — Date
Director of Public Works
City of South Lake Tahoe

cc: Susan Norman, Grants Program Manager, USFS
Karine Wagner, Grants & Agreements Coordinator, USFS
Mary Smith, B&F, USFS
Stan Hill, City of South Lake Tahoe
Kit Riddle, City of South Lake Tahoe
Russ Wigart, City of South Lake Tahoe

10

10

City of South Lake Tahoe

"making a positive difference now"

Staff Report
City Council Meeting of October 19, 2004

Dt: October 8, 2004

To: David Jinkens, City Manager

Fr: Kit Riddle, Associate Civil Engineer

Re: Contract Change Order Numbers 8-17 for the Glorene and Eighth Street Erosion Control Project, PWC 1999-15 ($169,957.19)

Recommendation:
Approve Contract Change Orders and authorize Public Works Director to execute.

Discussion:
Bids were solicited for the construction of storm drainage improvements, erosion control measures and water quality treatment facilities in the Glorene and Eighth Street project area (see attached Exhibit A). These improvements include installation of new concrete curb and gutter, storm drainage collection and conveyance system, revegetation, and drainage basin construction. On May 19, 2004 the City of South Lake Tahoe entered into an agreement with Burdick Excavating, Inc. for construction of improvements for the Glorene and Eighth Street Erosion Control Project, for a contract amount of $2,840,774.35. Contract Change Order No. 1 (contract deduction of $334,959.60) was approved at that time which included a deduction of several items which were necessary to keep the project within the funds available at that time. Staff was able to secure $250,000 in Tahoe Regional Planning Agency Water Quality Mitigation funds to add much of the deleted work back into the project.

In addition to Contract Change Order No. 9, which added back $229,503.60 of previously eliminated work, there were other change orders necessary to complete the project. The necessity for each of the contract change orders is as follows:

Contract Change Order No. 8 (contract increase of $2,431.53) reflects the costs associated with performing work that was agreed upon with a property owner as part of an easement negotiation, and was never put into the contract documents.

Contract Change Order No. 10 (contract increase of $6,853.42) reflects the costs to install additional drainage improvements to address potential flooding concerns.

Contract Change Order No. 11 (construction contract increase of $7,095.00) reflects the costs to install additional drainage improvements to address potential flooding concerns.

Contract Change Order No. 12 (construction contract increase of $6,920.72) reflects the costs to address items that were omitted on the plans, but necessary for project completion.

Contract Change Order No. 13 (construction contract increase of $12,100.00) reflects the costs to remove and replace asphalt concrete at intersections along 10th Street. Additional asphalt was necessary at certain locations to allow for adequate drainage to the newly constructed curb and gutter.

Contract Change Order No. 14 (construction contract increase of $3,600.00) reflects the cost to install rock slope protection behind the curb. The work was necessary to stabilize a steep slope that resulted from the newly constructed curb.

Contract Change Order No. 15 (construction contract increase of $600.00) reflects the cost to install a cobble swale. The work was necessary to address potential flooding and ponding issues at a residence.

Contract Change Order No. 16 (construction contract increase of $1,582.83) reflects the cost to fabricate and install metal grates on the 18" flared end sections. This work is necessary to protect public safety.

Contract Change Order No. 17 (construction contract decrease of $100,729.91) is a balancing change order and reflects the differences between the engineer's estimated quantities and actual measured quantities.

Financial:

Project funding for construction of the Glorene and Eighth Street Erosion Control Project was provided from California Tahoe Conservancy Grants and Tahoe Regional Planning Agency Mitigation Funds for a total of $3,049,125.48. The project construction budget is as follows:

Construction funding:	
CTC Construction Funding	$ 2,786,125.48
CIP funding remaining from initial allocation in 1999	$13,000.00
Tahoe Regional Planning Agency Mitigation Funds	$250,000.00
Total Funding Available	**$3,049,125.48**
Construction expenditures:	
Construction Contract	$ 2,840,774.35
Contract Change Order 1	($ 334,959.60)
Contract Change Order 2	$ 3,625.96
Contract Change Order 3	$ 1,440.00
Contract Change Order 4	$ 7,454.40
Contract Change Order 5	$ 765.00

Contract Change Order 6	$ 6,550.19
Contract Change Order 7	$ 102,231.00
Contract Change Order 8	$2,431.53
Contract Change Order 9	$229,503.60
Contract Change Order 10	$6,853.42
Contract Change Order 11	$7,095.00
Contract Change Order 12	$6,920.72
Contract Change Order 13	$12,100.00
Contract Change Order 14	$3,600.00
Contract Change Order 15	$600.00
Contract Change Order 16	$1,582.83
Contract Change Order 17	($100,729.91)
Construction Management and Inspection	$60,000.00
Monitoring	$100,000.00
Contingency	$91,286.99
Total Expenditures	**$ 3,049,125.48**

By:

Kit Riddle
Associate Civil Engineer

I concur with this report:

Brad Vidro
Public Works Director/City Engineer

Approved by:

David Jinkens, City Manager

Enclosures
c: Steve Peck
h:\pwcs\1999pwcs\1999-15, glorene-8th st ecp\council\construction\sr change orders 8-17.doc

CITY OF SOUTH LAKE TAHOE
PUBLIC WORKS DEPARTMENT

CONTRACT CHANGE ORDER No. 8

PWC NO.: PWC 1999-15 **DATE:** 29-Jul-04

PROJECT NAME: Glorene and Eighth Street Erosion Control Project

TO CONTRACTOR: Burdick Excavating, Inc.

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

NOTE: This change order is not effective until approved by the Engineer.

On easement between 771 and 775 Clement: Remove / Dispose of chain link fence and grouted rock at driveway. Grade between property line and edge of driveway, grade swale at edge of driveway to discharge apron. Place 2" sleeve under driveway to accommodate drip tubing for 2 Golden Chains (1-1/4" caliper). Provide hose bib hookup.
Change requested by: City of South Lake Tahoe

Description of work: This change order was initiated by the City of South Lake Tahoe to fulfill an easement negotiation agreement with the property owner.

Contract Item Number	Description of Work	Quantity		Unit Price	Value
CCO 8	Grading and fence removal	1	LS	$ 2,431.53	$2,431.53
				Total Cost	$2,431.53

All work shall be performed in accordance with the Special Provisions and Standard Specifications. Lump sum payments listed will be made for the above work and credits. This sum constitutes full compensation including all markups for extra work.

Increase ■ Decrease ☐

Total Cost Increase: $2,431.53 Total Cost Decrease: _____

Time Increase: 0 days Time Decrease : _____

New Contract Value $2,629,906.07

By reason of this change the time of completion will be adjusted to a total contract length of: 80 working Days

Submitted by: _____ Project Engineer Date: _____

Approved by : _____ Public Works Director Date : _____

Funding Agency Review by : _____ Date : _____

We the undersign contractor, have given careful consideration to the change proposed and hereby agrees, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept as full payment therefor the prices shown above.

Accepted, Date: _____ Contractor: _____

By: _____ Title : _____

CITY OF SOUTH LAKE TAHOE
PUBLIC WORKS DEPARTMENT

CONTRACT CHANGE ORDER No. 9

PWC NO.: PWC 1999-15 **DATE:** 10-Aug-04

PROJECT NAME: Glorene and Eighth Street Erosion Control Project

TO CONTRACTOR: Burdick Excavating, Inc.

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

NOTE: This change order is not effective until approved by the Engineer.

Complete all work eliminated under Contract Change Order #1.
Change requested by: City of South Lake Tahoe

Description of work: This change order was initiated by the City of South Lake Tahoe to complete portions of the project previously eliminated.

Contract Item Number	Description of Work	Additional Quantity			Unit Price	Value
Item 10	Relocate Existing Street Signs	2	EA	$	200.00	$400.00
Item 12	Asphalt Concrete Driveways	4,192	SF	$	4.25	$17,816.00
Item 13	Aggregate Base Driveways	540	SF	$	3.00	$1,620.00
Item 14	Concrete Rolled Curb and Gutter	4,283	LF	$	46.00	$197,018.00
Item 49	Revegetation Type A (and Type A2)	2,360	SY	$	5.36	$12,649.60
					Total Cost	$229,503.60

All work shall be performed in accordance with the Special Provisions and Standard Specifications. Lump sum payments listed will be made for the above work and credits. This sum constitutes full compensation including all markups for extra work.

Increase ■ Decrease ☐

Total Cost Increase: $229,503.60 Total Cost Decrease: _____

Time Increase: 0 days Time Decrease : _____

New Contract Value $2,859,409.67

By reason of this change the time of completion will be adjusted to a total contract length of: 80 working Days

Submitted by: _____ Project Engineer Date: _____

Approved by : _____ Public Works Director Date : _____

Funding Agency Review by : _____ Date : _____

We the undersign contractor, have given careful consideration to the change proposed and hereby agrees, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept as full payment therefor the prices shown above.

Accepted, Date: _____ Contractor: _____

By: _____ Title : _____

CITY OF SOUTH LAKE TAHOE
PUBLIC WORKS DEPARTMENT

CONTRACT CHANGE ORDER No. **10**

PWC NO.: PWC 1999-15 **DATE:** **16-Aug-04**

PROJECT NAME: Glorene and Eighth Street Erosion Control Project

TO CONTRACTOR: Burdick Excavating, Inc.

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

NOTE: This change order is not effective until approved by the Engineer.

Remove and dispose of 10 linear feet of curb at 915 Clement Street. Install additional 130 linear feet of curb and gutter. Install 15 linear feet of vegetated swale. Install 50 square feet of aggregate base driveway. Limits of work to be field marked by Engineer.
Change requested by: City of South Lake Tahoe

Description of work: This change order was initiated by the City of South Lake Tahoe to address potential flooding concerns at 915 Clement Street.

Contract Item Number	Description of Work	Additional Quantity			Unit Price	Value
CCO #10-1	Remove and dispose of curb	1	LS	$	150.00	$150.00
Item 13	Aggregate Base Driveways	50	SF	$	3.00	$150.00
Item 14	Concrete Rolled Curb and Gutter	130	LF	$	46.00	$5,980.00
Item 49	Revegetation Type A (and Type A2)	72	SY	$	5.36	$385.92
Item 46	Vegetated Swale (Blenketed)	15	LF	$	12.50	$187.50
					Total Cost	$6,853.42

All work shall be performed in accordance with the Special Provisions and Standard Specifications. Lump sum payments listed will be made for the above work and credits. This sum constitutes full compensation including all markups for extra work.

Increase ■ Decrease ☐

Total Cost Increase: $6,853.42 Total Cost Decrease: _____

Time Increase: 0 days Time Decrease : _____

New Contract Value $2,859,409.67

By reason of this change the time of completion will be adjusted to a total contract length of: 80 working Days

Submitted by: _____ Project Engineer Date: _____

Approved by : _____ Public Works Director Date : _____

Funding Agency Review by : _____ Date : _____

We the undersign contractor, have given careful consideration to the change proposed and hereby agrees, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept as full payment therefor the prices shown above.

Accepted, Date: _____ Contractor: _____

By: _____ Title : _____

CITY OF SOUTH LAKE TAHOE
PUBLIC WORKS DEPARTMENT

CONTRACT CHANGE ORDER No. 11

PWC NO.: PWC 1999-15 **DATE:** 19-Aug-04

PROJECT NAME: Glorene and Eighth Street Erosion Control Project

TO CONTRACTOR: Burdick Excavating, Inc.

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

NOTE: This change order is not effective until approved by the Engineer.

Install additional 145 linear feet of curb and gutterfrom STA "A" 10+00 to STA "GA" 22+11.87. Limits of work to be field marked by Engineer.
Change requested by: City of South Lake Tahoe

Description of work: This change order was initiated by the City of South Lake Tahoe to address potential flooding concerns at Julie Lane.

Contract Item Number	Description of Work	Additional Quantity		Unit Price	Value
Item 14	Concrete Rolled Curb and Gutter	145	LF	$ 46.00	$6,670.00
Item 12	Asphalt Concrete Driveways	100	SF	$ 4.25	$425.00
				Total Cost	$7,095.00

All work shall be performed in accordance with the Special Provisions and Standard Specifications. Lump sum payments listed will be made for the above work and credits. This sum constitutes full compensation including all markups for extra work.

Increase ■ Decrease ☐

Total Cost Increase: $7,095.00 Total Cost Decrease: _____

Time Increase: 1 days Time Decrease : _____

New Contract Value $2,866,504.67

By reason of this change the time of completion will be adjusted to a total contract length of: 82 working Days

Submitted by: _____ Project Engineer Date: _____

Approved by : _____ Public Works Director Date : _____

Funding Agency Review by : _____ Date : _____

We the undersign contractor, have given careful consideration to the change proposed and hereby agrees, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept as full payment therefor the prices shown above.

Accepted, Date: _____ Contractor: _____

By: _____ Title : _____

CITY OF SOUTH LAKE TAHOE
PUBLIC WORKS DEPARTMENT

CONTRACT CHANGE ORDER No. 12

PWC NO.: PWC 1999-15 **DATE:** 31-Aug-04

PROJECT NAME: Glorene and Eighth Street Erosion Control Project

TO CONTRACTOR: Burdick Excavating, Inc.

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

NOTE: This change order is not effective until approved by the Engineer.

Remove and replace existing pavers in driveways. Remove abandoned storm drain pipe. Remove and replace retaining wall at 787 Clement. Patch extra roadway disturbed because of conflicting utilities.

Description of work: This change order was initiated by the City of South Lake Tahoe to address items that were not shown on the plans. The additional asplalt concrete quantity resulted from field changes made to avoid utility conflicts.

Contract Item Number	Description of Work	Additional Quantity		Unit Price	Value
Item CCO #12-1	Remove and Dispose of Sediment Trap	1	LS	$ 736.65	$736.65
Item CCO #12-2	Remove and Dispose of CMP	50	LF	$ 25.00	$1,250.00
Item CCO #12-3	Remove and Replace Pavers	100	SF	$ 15.00	$1,500.00
Item CCO #12-4	Remove and Replace Retaining Wall at 787 Clement	1	LS	$ 3,434.07	$3,434.07
				Total Cost	$6,920.72

All work shall be performed in accordance with the Special Provisions and Standard Specifications. Lump sum payments listed will be made for the above work and credits. This sum constitutes full compensation including all markups for extra work.

Increase ■ Decrease ☐

Total Cost Increase: $6,920.72 Total Cost Decrease: _____

Time Increase: 1 days Time Decrease : _____

New Contract Value $2,873,425.39

By reason of this change the time of completion will be adjusted to a total contract length of: 83 working Days

Submitted by: _____ Project Engineer Date: _____

Approved by : _____ Public Works Director Date : _____

Funding Agency Review by : _____ Date : _____

We the undersign contractor, have given careful consideration to the change proposed and hereby agrees, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept as full payment therefor the prices shown above.

Accepted, Date: _____ Contractor: _____

By: _____ Title : _____

CITY OF SOUTH LAKE TAHOE
PUBLIC WORKS DEPARTMENT

CONTRACT CHANGE ORDER No. **13**

PWC NO.: PWC 1999-15 **DATE:** **31-Aug-04**

PROJECT NAME: Glorene and Eighth Street Erosion Control Project

TO CONTRACTOR: Burdick Excavating, Inc.

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

NOTE: This change order is not effective until approved by the Engineer.

Remove and replace asphalt concrete as directed by engineer. 4" AC on 6" AB.

Description of work: This change order was initiated by the City of South Lake Tahoe to address addditional AC patching required to tie in new patch to existing pavement.

Contract Item Number	***Description of Work***	***Additional Quantity***		***Unit Price***	***Value***
Item CCO #13-1	Remove and Replace Asphalt Concrete (4" AC / 6" AB)	2,000	SF	$ 6.05	$12,100.00
				Total Cost	$12,100.00

All work shall be performed in accordance with the Special Provisions and Standard Specifications. Lump sum payments listed will be made for the above work and credits. This sum constitutes full compensation including all markups for extra work.

Increase ■ Decrease ☐

Total Cost Increase: $12,100.00 Total Cost Decrease: _____

Time Increase: 1 days Time Decrease : _____

New Contract Value $2,885,525.39

By reason of this change the time of completion will be adjusted to a total contract length of: 84 working Days

Submitted by: _____ Project Engineer Date: _____

Approved by : _____ Public Works Director Date : _____

Funding Agency Review by : _____ Date : _____

We the undersign contractor, have given careful consideration to the change proposed and hereby agrees, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept as full payment therefor the prices shown above.

Accepted, Date: _____ Contractor: _____

By: _____ Title : _____

CITY OF SOUTH LAKE TAHOE
PUBLIC WORKS DEPARTMENT

CONTRACT CHANGE ORDER No. 14

PWC NO.: PWC 1999-15 **DATE:** 7-Sep-04

PROJECT NAME: Glorene and Eighth Street Erosion Control Project

TO CONTRACTOR: Burdick Excavating, Inc.

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

NOTE: This change order is not effective until approved by the Engineer.

Construct 175 linear feet of 3 foot high rock slope protection at the cut slope on 10th Street at the intersection of Tata. Limits to be marked by engineer.

Description of work: This change order was initiated by the City of South Lake Tahoe to address addditional AC patching required to tie in new patch to existing pavement.

Contract Item Number	Description of Work	Additional Quantity		Unit Price	Value
Item CCO #14-1	Install Rock Slope Protection	400	SF	$ 9.00	$3,600.00
				Total Cost	$3,600.00

All work shall be performed in accordance with the Special Provisions and Standard Specifications. Lump sum payments listed will be made for the above work and credits. This sum constitutes full compensation including all markups for extra work.

Increase ■ Decrease ☐

Total Cost Increase: $3,600.00 Total Cost Decrease: _____

Time Increase: 0 days Time Decrease : _____

New Contract Value $2,889,125.39

By reason of this change the time of completion will be adjusted to a total contract length of: 84 working Days

Submitted by: _____ Project Engineer Date: _____

Approved by : _____ Public Works Director Date : _____

Funding Agency Review by : _____ Date : _____

We the undersign contractor, have given careful consideration to the change proposed and hereby agrees, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept as full payment therefor the prices shown above.

Accepted, Date: _____ Contractor: _____

By: _____ Title : _____

CITY OF SOUTH LAKE TAHOE
PUBLIC WORKS DEPARTMENT

CONTRACT CHANGE ORDER No. 15

PWC NO.: PWC 1999-15 **DATE:** 10-Sep-04

PROJECT NAME: Glorene and Eighth Street Erosion Control Project

TO CONTRACTOR: Burdick Excavating, Inc.

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

NOTE: This change order is not effective until approved by the Engineer.

Construct 15 linear feet of 4 foot wide vegetated cobble swale beginning at STA "GA" 25+22. Limits to be marked by engineer.

Description of work: This change order was initiated by the City of South Lake Tahoe to address potential flooding and ponding issues.

Contract Item Number	Description of Work	Additional Quantity		Unit Price	Value
Item CCO #15-1	Install Vegetated Cobble Swale	60	SF	$ 10.00	$600.00
				Total Cost	$600.00

All work shall be performed in accordance with the Special Provisions and Standard Specifications. Lump sum payments listed will be made for the above work and credits. This sum constitutes full compensation including all markups for extra work.

Increase ■ Decrease ☐

Total Cost Increase: $600.00 Total Cost Decrease: _____

Time Increase: 0 days Time Decrease : _____

New Contract Value $2,889,725.39

By reason of this change the time of completion will be adjusted to a total contract length of: 84 working Days

Submitted by: _____ Project Engineer Date: _____

Approved by : _____ Public Works Director Date : _____

Funding Agency Review by : _____ Date : _____

We the undersign contractor, have given careful consideration to the change proposed and hereby agrees, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept as full payment therefor the prices shown above.

Accepted, Date: _____ Contractor: _____

By: _____ Title : _____

CITY OF SOUTH LAKE TAHOE
PUBLIC WORKS DEPARTMENT

CONTRACT CHANGE ORDER No. 16

PWC NO.: PWC 1999-15 **DATE:** 4-Oct-04

PROJECT NAME: Glorene and Eighth Street Erosion Control Project

TO CONTRACTOR: Burdick Excavating, Inc.

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

NOTE: This change order is not effective until approved by the Engineer.

Fabricate and install 4 grates over the 18" flared end sections.

Description of work: This change order was initiated by the City of South Lake Tahoe to address safety concerns.

Contract Item Number	Description of Work	Additional Quantity		Unit Price	Value
Item CCO #16-1	Fabricate and Install Grates	1	LS	$ 1,582.83	$1,582.83
				Total Cost	$1,582.83

All work shall be performed in accordance with the Special Provisions and Standard Specifications. Lump sum payments listed will be made for the above work and credits. This sum constitutes full compensation including all markups for extra work.

Increase ■ Decrease ☐

Total Cost Increase: $1,582.83 Total Cost Decrease: _____

Time Increase: 0 days Time Decrease : _____

New Contract Value $2,891,308.22

By reason of this change the time of completion will be adjusted to a total contract length of: 84 working Days

Submitted by: _____ Project Engineer Date: _____

Approved by : _____ Public Works Director Date : _____

Funding Agency Review by : _____ Date : _____

We the undersign contractor, have given careful consideration to the change proposed and hereby agrees, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept as full payment therefor the prices shown above.

Accepted, Date: _____ Contractor: _____

By: _____ Title : _____

CITY OF SOUTH LAKE TAHOE
PUBLIC WORKS DEPARTMENT

CONTRACT CHANGE ORDER No. 17

PWC NO.: PWC 1999-15 **DATE:** 12-Oct-04

PROJECT NAME: Glorene and Eighth Street Erosion Control Project

TO CONTRACTOR: Burdick Excavating, Inc.

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

NOTE: This change order is not effective until approved by the Engineer.

Description of work: This change order was initiated by the City of South Lake Tahoe to reflect differences between engineer's estimated quantities and actual measured quantites.

Contract Item Number	Description of Work	Additional Quantity	Unit Price	Value
1	Mobilization	0	$ 84,000.00	$0.00
2	Traffic Control	0	$ 92,500.00	$0.00
3	Project Funding Sign	0	$ 3,600.00	$0.00
4	Temporary Erosion Control	0	$ 40,000.00	$0.00
5	Construction Area Signs	0	$ 14,000.00	$0.00
6	Trench Shoring	0	$ 8,000.00	$0.00
7	Earthwork	0	$ 146,000.00	$0.00
8	Temporary Irrigation System	0	$ 57,000.00	$0.00
9	Tree Removal (6-inches and up)	25	$ 250.00	$6,250.00
10	Relocate Existing Street Signs	7	$ 200.00	$1,400.00
11	Grind and Replace 4-inches AC on Hwy 89	107	$ 3.75	$401.25
12	Asphalt Concrete Driveways	10,507	$ 4.25	$44,652.63
13	Aggregate Base Driveways	2,952	$ 3.00	$8,856.00
14	Concrete Rolled Curb and Gutter	(481)	$ 46.00	($22,126.00)
15	Concrete Valley Gutter	(38)	$ 21.00	($798.00)
16	City Standard Drainage Inlet	0	$ 2,400.00	$0.00
17	Flat Grate Drainage Inlet	(1)	$ 1,500.00	($1,500.00)
18	Type A or B OMP Sediment Trap	1	$ 5,600.00	$5,600.00
19	Double OMP Sediment Trap	0	$ 6,800.00	$0.00
20	Concrete Drop Box Inlet Structure	0	$ 8,000.00	$0.00
21	Special Junction Structure	0	$ 9,000.00	$0.00
22	Concrete Headwall Structure	0	$ 7,000.00	$0.00
23	Concrete Forebay at Glorene Basin	0	$ 17,000.00	$0.00
24	Concrete Forebay at Hwy 89 Basin	0	$ 25,000.00	$0.00
25	12-inch Concrete Flared End Section	2	$ 1,500.00	$3,000.00
26	18-inch Concrete Flared End Section	2	$ 1,900.00	$3,800.00
27	48-inch CMP Riser	1	$ 3,800.00	$3,800.00
28	60-inch CMP Riser	(2)	$ 5,100.00	($10,200.00)
29	48-inch Storm Drain Manhole	1	$ 2,700.00	$2,700.00
30	60-inch Storm Drain Manhole	0	$ 4,500.00	$0.00
31	72-inch Storm Drain Manhole	0	$ 5,500.00	$0.00
32	12" RCP Storm Drain Pipe	(246)	$ 57.00	($14,022.00)
33	12" HDPE Storm Drain Pipe	(43)	$ 52.00	($2,236.00)
34	15" RCP Storm Drain Pipe	(101)	$ 60.00	($6,060.00)
35	15" HDPE Storm Drain Pipe	160	$ 52.00	$8,320.00
36	18" RCP Storm Drain Pipe	(97)	$ 65.00	($6,305.00)
37	18" HDPE Storm Drain Pipe	22	$ 55.00	$1,210.00
38	24" RCP Storm Drain Pipe	(148)	$ 70.00	($10,360.00)
39	24" HDPE Storm Drain Pipe	105	$ 65.00	$6,825.00
40	30" RCP Storm Drain Pipe	(6)	$ 115.00	($690.00)
41	Concrete Cap on Storm Drain Pipe	(280)	$ 58.00	($16,240.00)
42	10" to 15" Rock Rip Rap (Ungrouted)	349	$ 9.00	$3,141.00
43	10" to 15" Rock Rip Rap (Grouted)	104	$ 14.00	$1,456.00
44	Stream Channel	(72)	$ 33.00	($2,376.00)
45	Vegetated Low Flow Channel	(22)	$ 30.00	($660.00)
46	Vegetated Swale (Blanketed)	105	$ 12.50	$1,312.50

47	Rock Lined Interceptor Ditch	(19)	$	45.00	($841.50)
48	Pothole	10	$	390.00	$3,900.00
49	Revegetation Type A (and Type A2)	(21)	$	5.36	($110.95)
50	Revegetation Type B	(2,779)	$	8.95	($24,872.05)
51	Revegetation Type C	1,532	$	7.60	$11,643.20
52	Revegtation Type D	106	$	15.50	$1,643.00
53	Replace Miscellaneous Landscaping	0	$	12,300.00	$0.00
54	Revegetation Warning Signs	0	$	225.00	$0.00
55	Pavement Markings	0	$	3,000.00	$0.00
56	6' Wood Fence	(260)	$	45.00	($11,700.00)
57	Adjust SSCO to Grade	(1)	$	250.00	($250.00)
58	Adjust Existing Manhole to Grade	(2)	$	500.00	($1,000.00)
59	Adjust Water or Gas Valve Box to Grade	18	$	175.00	$3,150.00
60	Adjust Water Meter to Grade	(1)	$	350.00	($350.00)
61	Water Service Repair	(17)	$	500.00	($8,500.00)
62	Sanitary Sewer Lateral Repair	(11)	$	500.00	($5,500.00)
63	Force Account	(1)	$	100,000.00	($100,000.00)
CC 1	Eliminate portions of project	0	$	(334,959.80)	$0.00
CC 2	Relocate Existing Water Line	0	$	3,625.96	$0.00
CC 3	Remove excess material	12	$	15.00	$180.00
CC 4-1	3/4" Drain Rock as Directed by Engineer	22	$	43.23	$959.27
CC 4-3	3000 psi Concrete Encasement	(8)	$	445.36	($3,562.88)
CC 5-1	AC Dike	66	$	15.00	$990.00
CC 5-2	Modify Type B sediment traps, install rock	2	$	390.44	$585.66
CCO #6-1	Delay 6/24 - unmarked water service at 901 Tata	0	$	770.61	$0.00
CCO #6-2	Delay 6/24 - 2 unmarked water service laterals STA 36+00 T	0	$	770.61	$0.00
CCO #6-3	Delay 6/24 - 1 unmarked gas service STA 36+00 Tata	0	$	770.61	$0.00
CCO #6-4	Delay 6/28 - 1" galvanized waterline break that STPUD could	0	$	770.61	$0.00
CCO #6-5	Delay 6/29 - 6" Transite sewer not marked properly, broken i	0	$	770.61	$0.00
CCO #6-6	Delay 7/2 - unmarked water main, unmarked abandoned ste	0	$	770.61	$0.00
CCO #7-1	Additional Shipping Charges	0	$	825.00	$0.00
CCO 8	Grading and fence removal	(0)	$	2,431.53	($379.32)
CCO #10-1	Remove and dispose of curb	0	$	150.00	$0.00
Item CCO #12-1	Remove and Dispose of Sediment Trap	1	$	736.65	$736.65
Item CCO #12-2	Remove and Dispose of CMP	30	$	25.00	$750.00
Item CCO #12-3	Remove and Replace Pavers	(100)	$	15.00	($1,500.00)
Item CCO #12-4	Remove and Replace Retaining Wall at 787 Clement	0	$	3,434.07	$0.00
Item CCO #13-1	Remove and Replace Asphalt Concrete (4" AC / 6" AB)	3,109	$	6.05	$18,809.45
Item CCO #13-2	2" Grind & Overlay	585	$	3.35	$1,959.75
Item CCO #14-1	Install Rock Slope Protection	343	$	9.00	$3,087.00
Item CCO #15-1	Install Vegetated Cobble Swale	52	$	10.00	$520.00
Item CCO #16-1	Fabricate and Install Grates	0	$	1,582.83	$0.00
				Total Cost	($100,501.34)

All work shall be performed in accordance with the Special Provisions and Standard Specifications. Lump sum payments listed will be made for the above work and credits. This sum constitutes full compensation including all markups for extra work.

Increase _____ Decrease ■

Total Cost Increase: _____ Total Cost Decrease: ($100,501.34)

Time Increase: 0 days Time Decrease : _____

New Contract Value $2,790,806.87

By reason of this change the time of completion will be adjusted to a total contract length of: 84 working Days

Submitted by: _____ Project Engineer Date: _____

Approved by : _____ Public Works Director Date : _____

Funding Agency Review by : _____ Date : _____

We the undersign contractor, have given careful consideration to the change proposed and hereby agrees, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept as full payment therefor the prices shown above.

Accepted, Date: _____ Contractor: _____

By: _____ Title : _____

11

11

City of South Lake Tahoe

"making a positive difference now"

Staff Report

City Council Meeting of October 19, 2004

Dt: October 8, 2004

To: David Jinkens, City Manager

Fr: Brad Vidro, Public Works Director/City Engineer

Re: Agreement between the City of South Lake Tahoe and Martin Alessi for Boat Storage Services at the Lake Tahoe Airport

Recommendation:

Approve Agreement and authorize Mayor to execute upon approval as to form by City Attorney.

Discussion:

City staff secured a temporary use permit for storing boats at the Lake Tahoe Airport. The permit was originally intended to be for boat trailers for the 2004 summer season, but the use never materialized. The City Manager was approached by Martin Alessi with a proposal to utilize the area for the storage of boats on trailers for the 2004/05 winter season. This agreement provides Martin Alessi the ability to store boats on Lake Tahoe Airport property for the 2004/05 winter season. The agreement provides for up to 9,000 square feet of area for storage. A typical boat and trailer would require about 250 square feet. Compensation for the use is 25% of the gross revenue collected per individual contracts negotiated by Mr. Alessi. He anticipates the contracts to range from $300-$450 for the winter season.

Mr. Alessi and his staff are doing all the coordination of storage as well as following all the standards and practices with regards to security, FAA protocol and compliance with TRPA permit requirements.

Financial Implications:

If the entire area is utilized this agreement will result in approximately $3,600 in revenue to the airport enterprise fund.

By:

Brad Vidro
Public Works Director/City Engineer

Approved by:

David Jinkens
City Manager

Attachment
c: Martin Alessi
Fred Mercado
h:\data-a-d\airport\sr boatstorage.doc

Public Works Department · Services Center · 1900 Lake Tahoe Blvd. · South Lake Tahoe, CA 96150-6323 · (530) 542-6030 · (530) 541-7524 FAX

LAKE TAHOE AIRPORT
COMMERCIAL LEASE

THIS LEASE AGREEMENT is made and entered into this 19TH day of October, 2004, by and between the City of South Lake Tahoe, ("City") and Marty Alessi, a sole proprietor, dba DISCOUNT BOAT & RV ("LESSEE").

RECITALS

WHEREAS, CITY is the owner of certain real property located at Lake Tahoe Airport in the County of El Dorado, State of California; and,

WHEREAS, CITY has agreed to lease property to LESSEE, for the purpose of storage subject to certain terms and conditions; and,

WHEREAS, LESSEE wishes to lease said property from CITY,

NOW THEREFORE, in consideration of the mutual covenants, terms and Conditions to be performed as set forth hereinafter, the parties agree as follows:

AGREEMENT

1. TERM. The term of this Lease Agreement shall be for six months (6) months commencing on November 1, 2004 and ending on April 30, 2005, with an option for six (6) months contingent on the issuance of special use permit pursuant to TRPA Code of Ordinance, Section 7.3, or sooner terminated as herein provided.

2. PROPERTY. The property subject to this Agreement comprises of 9,000 square feet of outside area, is described and shown on Exhibit "A" attached hereto (herein called the "Premises").

3. USE. The Premises are to be used by the LESSEE for the purpose of carrying on Boat Storage and Boat Trailers storage business. Storage of any other recreational vehicles is not allowed. The LESSEE shall not use the premises for any other purposes and will make no unlawful, improper, or offensive use of the Premises. LESSEE agrees to accept all facilities on the leased premises on an "as is" basis; further, CITY hereby disclaims, and owner accepts such disclaimer, of any warranty, either express or implied of the condition, use or fitness of storage area used to secure boats and trailers and LESSEE assumes full responsibility to furnish any equipment necessary to properly secure boats and/or trailers. LESSEE accepts and recognizes that it or its agents are responsible for setting parking brakes, and tying down and checking of any storage boats and trailers. Dry Storage-Winter Season shall include shrink-wrap. Right of ingress and egress and all facilitation of trailer and boats on airport property shall be by LESSEE's employees. All employees of

CENTRAL RECORDS
FILE No.: 1047
C-78-04

LESSEE will be subject to airport management approval and will be required to attend airport training.

City shall have the right to enter said premises at any time for inspection or to make repairs, additions or alterations as may be necessary for the safety, improvements, or preservation of the leased premises.

4. RENT. LESSEE hereby agrees to pay to CITY, Twenty-five Percent (25%) of Gross receipts received from storing boats on CITY's property per season, together with any sales or use taxes thereon, in advance, on or before the 1st day of each month during the initial first year of the Lease.

5. LATE PAYMENTS. Rental payments remaining due and unpaid for a period of ten (10) days after the date due shall accrue a late charge equal to 1.5% of the amount of the delinquent payment, or $100.00, whichever is greater, per month, from the date due until paid.

6. OPTION TO RENEW. CITY hereby grants to LESSEE an option to renew this Lease for one additional term of six (6) months, upon the same terms and conditions hereunder. Said option shall be exercised by LESSEE's delivery of notice to CITY, in writing, not less than three (3) months prior to the end of the preceding term, if at all, and shall be effective only if LESSEE is not in default under this Lease. The exercise of this option can only occur if City has a permit to conduct boat and boat trailer storage at the airport.

7. RELOCATION. CITY shall have the right to relocate LESSEE, to a mutually agreeable location within Lake Tahoe Airport if the Premises are needed by CITY. CITY shall give LESSEE at least thirty (30) days notice of a proposed relocation, unless the parties agree in writing to a shorter term. Said relocation shall be evidenced by a written addendum to this Lease Agreement, executed by the parties. Should the parties not be able to agree on a new location, CITY may terminate this lease thereafter upon three (3) months notice.

8. LESSEE shall obtain a Business and Professions Tax License from CITY prior to commencement of business operations pursuant to this Agreement.

9. NON-ASSIGNABLE/SUBLEASE. LESSEE shall not sublease or otherwise assign any rights or obligations assumed pursuant to entry into this Agreement without the prior written consent of the CITY. In the event such consent is ultimately sought and granted, LESSEE shall, in any case, continue to bear responsibility for compliance with all conditions of this lease Agreement by approved parties to whom such premises may be sublet or otherwise assigned.

10. RECORDS MAINTENANCE. LESSEE shall maintain a complete inventory of all stored trailers, boats, personal property and equipment owned by

LESSEE, or LESSEE'S property owners, which inventory shall be provided to the CITY.

11. INDEMNIFICATION. This agreement creates a license granting use of space only, such space to be used at the sole risk of LESSEE and CITY shall not be liable or responsible for the care or protection of boats, its contents or equipment however occasioned, including the consequences of any power interruption. CITY makes no warranty of any kind as to the condition of its facility or any portion thereof. LESSEE hereby agrees to and shall, hold CITY, its elected and appointed boards, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from LESSEE'S or any subcontractors, or by any one or more persons directly or indirectly employed by, or action as agent for, LESSEE or any subcontractor. LESSEE agrees to and shall, defend CITY and its elected and appointed boards, officers, agents and employees, from any suits or actions at law or in equity for damages caused, or alleged to have been caused, because of any of the previously mentioned operations, provided as follows:

CITY does not, and shall not, waive any rights against LESSEE which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY, or the deposit with CITY by LESSEE, of any of the insurance policies hereinafter described herein; and the aforesaid hold harmless agreement by LESSEE shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operation of LESSEE or any subcontractor, regardless of whether or not such insurance polices shall have been determined to be applicable to any of such damages or claims for damages.

LESSEE further covenants and agrees that it will not hold CITY or any of its agents, employees, or airport commission members responsible for any loss occasioned by fire, theft, rain, windstorm, hail, or from any other cause whatsoever, whether said cause be the direct, indirect or merely a contributing factor in producing the loss to any boat, trailer, automobile, personal property, parts or surplus that may be located stored in the storage areas, hangars, t-hangars, office aprons, field, or any other location at airport; and LESSEE aggress that the boats and trailers to be stored are at LESSEE'S risk.

12. INSURANCE. LESSEE shall take out and maintain during the life of this agreement such public liability and property damage insurance as shall protect CITY, its elective and appointive boards, officers, agents and employees and LESSEE from any claims for damages for personal injury, including death, as well as from claims for property damages which any arise form LESSEE'S or any subcontractor's operations under this agreement, whether such operations be by LESSEE or by any subcontractor, or by anyone directly or indirectly employed by either LESSEE or any subcontractor, and the amounts of such insurance shall be as follows:

Public Liability insurance, in an amount not less than $500,000.00 per person, $1,000,000.00 per occurrence, bodily injury and death; and $350,000.00 per occurrence, $400,000.00 aggregate property damage.

13. REMOVAL OF PERSONAL PROPERTY UPON TERMINATION. Upon termination of this Agreement, provided all monies due CITY have been paid, LESSEE must remove all of the trailers and boats, its personal property, including machinery and equipment, which it has installed or placed on the Premises, which removal shall be accomplished no later than the termination date. Fences, Electrical and plumbing facilities, air conditioners and other permanently installed fixtures shall not be considered personal property. LESSEE agrees to repair any damage occasioned because of such removal or damage caused by LESSEE'S occupancy. In the event LESSEE fails to remove its personal property or to repair any damage done to the Premises by the termination date, CITY reserves the right to remove and store all such personal property left, at the risk and expense of LESSEE, and to make repairs necessary to restore the Premises, with the cost of such repairs to be paid by LESSEE.

14. ABANDONMENT OF PREMISES BY LESSEE. In case LESSEE shall abandon said Premises, or any part thereof, during the term of this Agreement, CITY may, at its option, without notice, relet said Premises, or any part thereof, on such terms and for such rent as it may deem expedient or proper. Such reletting shall not operate as a waiver of any right whatsoever which CITY would otherwise have to hold LESSEE responsible for the rent. In case said Premises, or any part thereof, shall be relet, CITY shall collect that rent and, after paying the expense of such reletting and collections, apply the remainder toward the rent due or to become due from LESSEE.

15. ALTERATIONS. LESSEE shall make no material additions or alterations in or to the Premises without the written consent of CITY. LESSEE shall be responsible for the cost of any additions or alterations made by LESSEE and shall protect and reimburse CITY against possible mechanics', laborers' and material men's liens upon the Premises. LESSEE agrees to restore the leased premises at the termination or cancellation of this agreement to the same (or better) condition as existed at the commencement of this agreement, ordinary wear and tear excepted. Furthermore, LESSEE shall not build, place, erect or install any structure or do any work of any kind on the premises other than authorized, without the permission of Airport Management and may be removed by LESSEE at or before the above-mentioned expiration date.

16. NO LIENS CREATED. LESSEE has no power to incur any indebtedness giving a right to a lien of any kind or character upon the Premises. No third person shall be entitled to any lien against the Premises or any structure thereon, derived through or under LESSEE. All persons contracting with LESSEE, or

furnishing materials or labor to LESSEE shall be bound by this provision. Should any such lien be filed, LESSEE shall have the same discharged within sixty (60) days thereafter by paying the same or by filing a bond, or otherwise as permitted by law. LESSEE is not the agent of CITY and cannot confer upon a laborer upon the Premises, or upon a material man who furnishes material incorporated in the construction of improvements upon the Premises, a construction lien upon CITY'S property under the provision California statues, or any subsequent revisions of that law.

17. PLEDGE OF LEASEHOLD INTEREST. LESSEE may not pledge its leasehold interest as security for a bona fide loan or loans from reputable established lenders or lending institutions.

18. SUBORDINATION. This Lease Agreement shall be subordinate to the provisions of any existing or future agreement between CITY and the United States of America relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for Airport purposes, or the expenditure of federal funds for the improvements or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as amended from time to time. The Airport covenants that it has no existing agreements with the U.S. Government in conflict with the express provisions hereof.

19. NON-DISCRIMINATION. LESSEE for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

A. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities in the construction of any improvements on, over or under such land and the furnishing of services thereon,

B. LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended;

C. In the event of a breach of any of the above nondiscrimination covenants, CITY shall have the right to terminate the lease and to re-enter the Premises as if said lease had never been made or issued. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, and Part 21 are followed and completed, including exercise or expiration of appeal rights.

20. MAINTENANCE AND REPAIRS. LESSEE will be responsible for the maintenance, repair, and upkeep of the Premises and shall keep the Premises,

including the landscaping, in good order and repair. Reasonable repairs shall be made in a timely manner and if LESSEE refuses or neglects to make any repairs, to the reasonable satisfaction of CITY within a reasonable period of time after receipt of written notice of need for such repair from CITY, CITY may make such repairs without liability to LESSEE for any loss or damage that may occur to LESSEE'S property or business and LESSEE shall pay CITY'S costs for making such repairs, including CITY'S administrative costs. Such costs for repairs shall bear interest at the rate of 18% per annum from the tenth day after billing. CITY reserves the right to enter on the Premises at all reasonable times to make such repairs.

21. EXCLUSIVE USE. This Agreement shall in no way convey the exclusive use
of any part of the Airport, except the Premises, and shall not be construed as providing any special privilege for any public portion of the Airport. CITY reserves the right to lease to other parties any other portion of the Airport property for any purpose deemed suitable for the Airport by CITY. CITY agrees that it will not grant a future party an exclusive right to provide the services described in this Lease Agreement.

22. FUTURE AGREEMENTS OF THE AIRPORT. The terms and conditions hereof shall not be construed to prevent CITY from making commitments to the Federal Government or to the State of California to qualify for the expenditure of State or Federal funds upon the Airport.

23. NOTICES. Notices required herein may be given in person or by registered or certified mail by depositing the same in the U.S. mail in the continental United States, postage prepaid. Any such notice so mailed shall be presumed to have been received by the addressee seventy-two (72) hours after deposit of same in the mail. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices to the Airport shall be delivered as follows:

Airport Administration, Lake Tahoe Airport
1901 Airport Road, Suite 100
South Lake Tahoe, California 96150

Copy to: Catherine DiCamillo
City Attorney
Administrative Center
1052 Tata Lane
South Lake Tahoe, CA 96150

Notices to LESSEE shall be deemed sufficient if in writing and mailed, registered or certified, postage prepaid, addressed to LESSEE as follows:

Marty Alessi
DISCOUNT BOAT & RV
2494 Lake Tahoe Blvd
South Lake Tahoe, CA 96150

24. WAIVER OF BREACH. The waiver by CITY or LESSEE of any breach of the terms, covenants, or conditions herein contained shall not be deemed a waiver of any subsequent breach.

25. SEVERABILITY. It is the intention of both of the parties hereto that the provisions of this Lease Agreement shall be severable in respect to a declaration of invalidity of any provisions hereof.

26. ASSIGNS AND SUCCESSORS. Except as otherwise provided, the covenants and conditions herein shall be binding upon and inure to the benefit of the assigns and successors of the parties hereto.

27. LEASE RESTRICTIONS. LESSEE hereby agrees to abide by all provisions of the Lake Tahoe Minimum Standard Requirements and Rules and Regulations for Airport Aeronautical Services (attached hereto as Exhibits "B" and made a part hereof) as the same may be reasonably amended from time to time.

28. CLEANLINESS AND SAFETY. LESSEE agrees to keep the Premises in a clean, safe and sanitary condition, and to abide by all reasonable safety and fire regulations prescribed by CITY, which are communicated to LESSEE in writing. LESSEE shall at all times keep and maintain an adequate number of operating charged fire extinguishers in or on the Premises. LESSEE will contract with a franchised solid waste hauler to dispose of solid waste, if notified to do so by CITY.

29. DANGEROUS ACTIVITIES PROHIBITED. LESSEE agrees not to do or allow anything to be done, which may injure or endanger persons on, about, or adjacent to the Premises. LESSEE hereby indemnifies and holds CITY harmless from any claims because of injury to life, person or property by reason or anything done or permitted by LESSEE, its agents, employees, guests, or invitees on or about or adjacent to the Premises.

30. AIRPORT FACILITIES. The parties understand and agree that the CITY shall continue to maintain, develop, improve, and control all of the areas and facilities of the Airport as may be from time to time determined by the CITY in its sole discretion. LESSEE agrees not to use the Premises in any manner, which may interfere with, or become a hazard to aircraft operations. LESSEE agrees not to use and to prohibit its employees, guests and invitees from using the Airport aprons, ramps, taxiways, runways or related structures for any non-

aviation purpose, including pedestrian and vehicular traffic, without City's written consent.

31. AIRPORT PRIORITY. This lease is subject and subordinate to the present and future restrictions and regulations imposed by any governmental body or agency applicable to the LAKE TAHOE AIRPORT, and further subordinate to existing or future agreements between the CITY and any branch or agency of the Government of the United States of America, or the State of California relative to development, operation, and maintenance of the AIRPORT, (including Federal Aviation grant requirements).

32. REPRESENTATIVE OF THE CITY. The Airport Manager or his designee shall be the official representative of the City in all matters pertaining to this Agreement and shall have the right and authority to act on behalf of the City with respect to all action required of the City in this Agreement. Should the position of Airport Manager be vacant for any reason, signatory and/or operational authority hereinabove will be delegated to the City Manager or his designee.

33. CERTIFICATION. LESSEE, by execution of this Agreement, certifies that it:

(a) Is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. Firms published by the Office of the United States Trade representative (USER);

(b) Has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.

(c) Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause were waived by the Secretary of Transportation in accordance with 40 CFR 30.17, no contract shall be awarded to a LESSEE who is unable to certify to the above. If LESSEE knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use of the project, the Federal Aviation Administration may direct, through the Airport, cancellation of the contract at no cost to CITY.

Further, LESSEE agrees that it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. LESSEE may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

LESSEE shall provide immediate written notice to the Airport if the prospective contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous because of changed circumstances. The subcontractor agrees to provide immediate written notice to

LESSEE, if at any time it learns that its certification was erroneous because of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that LESSEE or any subcontractor knowingly rendered an erroneous certification, the FAA may direct, through the Airport, cancellation of the contract or subcontract for default at no cost to the City.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, certification required by this provision. The knowledge and information of an LESSEE is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, U.S. Code, Section 1001.

34. AIRPORT PROTECTION. It shall be conditions of this lease that:

A. CITY reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Property, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing or taking off from or operating on the airport.

B. LESSEE expressly agrees for itself, its successors and assigns, to restrict the height of objects or natural growth and other obstructions on the Property to such a height to comply with Federal Aviation Regulations, Part 77.

C. CITY expressly agrees for itself, its successor and assigns, to prevent any use of the Property, which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

35. STATE AND FEDERAL GOVERNMENT. The parties specifically understand
and agree that some of the improvements within the LAKE TAHOE AIRPORT are funded in whole or in part by grants from agencies of the State and Federal Government. LESSEE agrees to comply with all state and federal laws and rules upon which the grants are conditioned, particularly those pertaining to employment.

36. LESSEE shall make every effort to prevent unauthorized persons from using the Assigned Areas on the airport, and shall make every effort to keep the Airport's premises secure and safe.

LESSEE assures CITY it is aware of the security constraints now imposed; it will remain cognizant of proposals, if any, to enhance security; and will cooperate in every manner with Airport in assuring security of Airport's immediately adjacent commercial ramp. LESSEE shall prohibit its representative's invitees, guest, customers, etc. from violating commercial ramp

security measures imposed by FAA or Airport and will accept and pay any fines imposed by the FAA/DOT incurred due to such violation of its invitees, guest, customers, employees, agents or subcontractors.

LESSEE will further cooperate in security concerns of the Airport by affixing its signature on an agreement to control access in the form of a security agreement and will conduct background checks on its employees, etc., possess an appropriate Airport security identification card if/when that becomes required. Such cooperation shall extend to drug and alcohol screening of all new hire employees who may have access to the commercial ramp area during the course of their employment.

The Airport Manager or his designee may require LESSEE to exclude from the operation areas of the Airport such employees as are deemed incompetent, careless, unsuitable or otherwise objectionable, or whose continued employment on the premises is deemed to be contrary to the public interest or inconsistent with the best interest of national airline security.

37. DEFAULT. The occurrence of one or more of the following is an event of default by LESSEE:

A. Failure of LESSEE to make any payment required by this Lease when due, and the failure continues for three (3) days after written notice from CITY to LESSEE;

B. An initial failure of LESSEE to comply with any obligation imposed upon LESSEE by this Lease, other than the obligation to pay money, within thirty (30) days after written notice from CITY to LESSEE. should the obligation be such that it cannot reasonably be corrected within thirty (30) days, LESSEE shall not be in default so long as LESSEE is diligently proceeding to comply and the noncompliance does not continue for over ninety (90) days after notice. A subsequent failure of LESSEE to comply with the same obligation shall be a default without any grace period;

C. Proceedings under the Bankruptcy Act for bankruptcy are filed by or against LESSEE or any guarantor of LESSEE's performance hereunder and not dismissed within thirty (30) days after the filing;

D. An assignment of LESSEE's property for the benefit of creditors.

E. A receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of LESSEE's or any guarantor's property, and the officer is not discharged and possession of the property is not restored within thirty (30) days;

F. LESSEE's interest in the Premises or under this Lease is the subject of a taking or levy under execution, attachment, or other process of law and the action is not canceled or discharged within thirty (30) days after its occurrence;

G. LESSEE defaults under any other lease or agreement with CITY.

38. DISPUTE RESOLUTION. In the event any dispute arises between the parties as to any of the terms of this Agreement, the matter shall be submitted for decision to the City Manager of CITY. In the event either party is dissatisfied with

the decision of the City Manager, the matter may be appealed to the City Council of CITY, whose decision shall be final and binding.

39. CITY'S REMEDIES. If any event of default occurs and has not been cured within the time period provided in this Lease, CITY may immediately or at any time thereafter do one or more of the following:

A. Remove any of LESSEE's personal property from the Premises and Store the same elsewhere at LESSEE's expense without relieving LESSEE from any liability or obligation;

B. Make the Premises available to another party without liability to LESSEE and without relieving LESSEE from any liability or obligation to CITY.

C. Bring an action then or thereafter against LESSEE to recover the amount of any payment owing by LESSEE to CITY, as the same is due, becomes due, or accumulates;

D. Accelerate the rental to be paid over the entire term of this Lease and thereafter bring an action for said rent and all other amounts due and owing by LESSEE to CITY;

E. Terminate this Lease by giving LESSEE written notice thereof, without relieving LESSEE from any obligation or liability for payments theretofore or thereafter becoming due or any other present or prospective damages or sums due or provided by law or this Lease and resulting from LESSEE's default;

F. Terminate this Lease, relieving LESSEE of any liability or obligation for any payments then or thereafter becoming due;

G. Exercise any combination of the above or any other remedy provided by law.

40. ATTORNEYS' FEES AND COSTS. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees, paralegal fees, court and other costs, whether incurred before or at trial, on appeal, in bankruptcy or in post judgment collections.

41. AMENDMENT. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by each party.

42. TAXES. NOTICE IS HEREBY GIVEN, pursuant to California Revenue and taxation Code §107.1., that this lease may create a possessory interest and, in that event LESSEE is hereby obligated to pay any and all real property taxes levied on said possessory interest. LESSEE shall not claim depreciation or investment tax credit with respect to the leased premises.

43. JURISDICTION AND VENUE. This Agreement shall be interpreted and enforced in accordance with laws of the State of California and the venue for any litigation arising from here shall be in the El Dorado County Consolidated Courts, South Lake Tahoe Branch, and State of California.

44. SUITABILITY OF PREMISES. The LESSEE acknowledges having examined the premises thoroughly before entering into this Lease, and does not rely upon any representations by the CITY as to the premises' suitability for the LESSEE'S purposes.

45. TIME. Time is of the essence of this agreement.

46. MULTIPLE ORIGINALS. This agreement is executed in multiple copies, each copy of which shall be deemed an original. Recording is strictly prohibited and shall be an event of default.

CITY OF SOUTH LAKE TAHOE

By: _____
Tom Davis, Mayor

By: _____
Marty Alessi, dba
DISCOUNT BOAT & RV

Approved as to Form

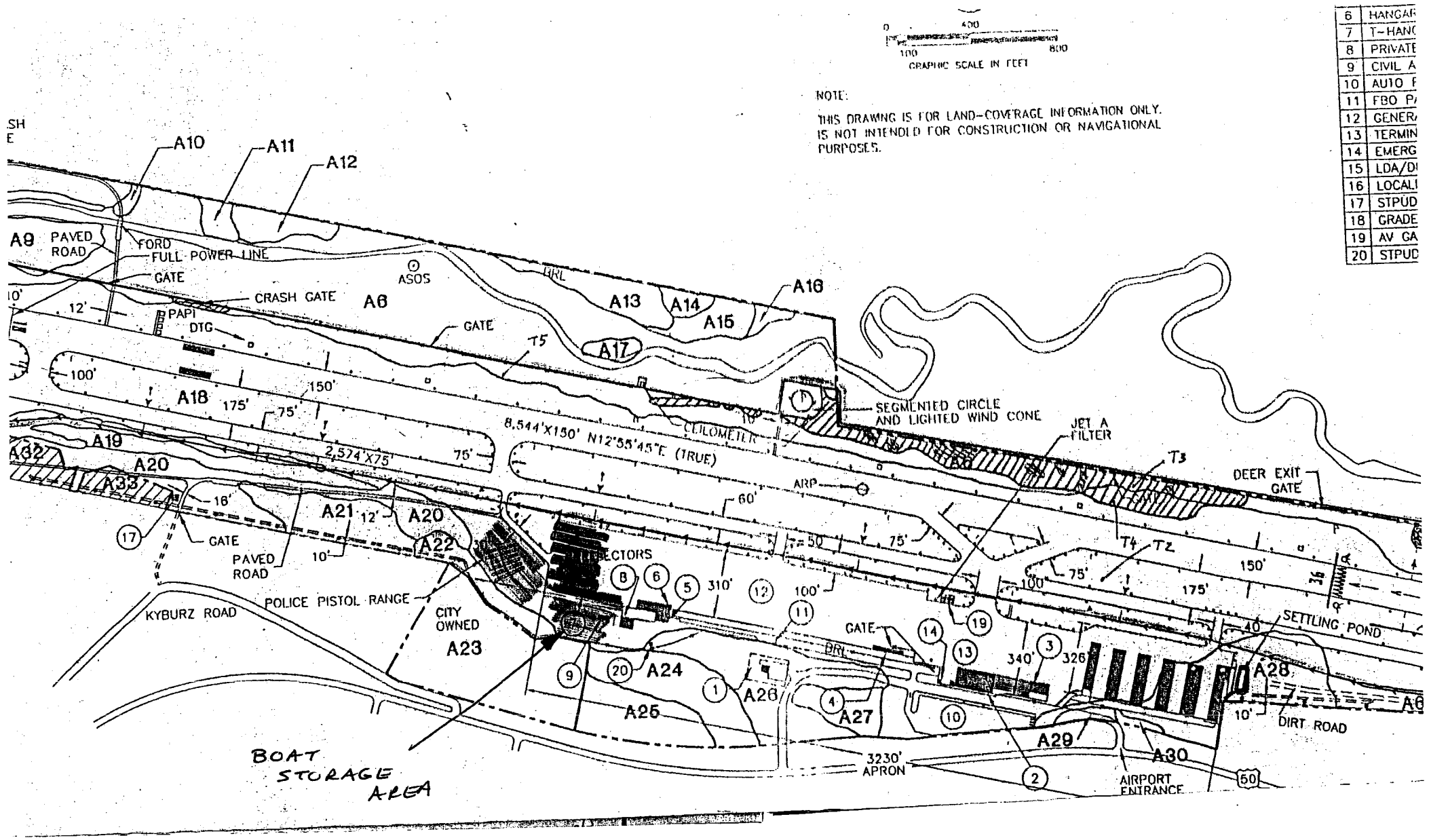
Catherine L. DiCamillo
Catherine L. DiCamillo,
City Attorney

ATTEST:

Ellen Bode, Asst. City Clerk
for *Susan Alessi, City Clerk*

CITY OF SOUTH LAKE TAHOE 19 65 CALIFORNIA

Exhibit "A"



0 400
100 800
GRAPHIC SCALE IN FEET
NOTE:
THIS DRAWING IS FOR LAND-COVERAGE INFORMATION ONLY. IS NOT INTENDED FOR CONSTRUCTION OR NAVIGATIONAL PURPOSES.
6 HANGAR
7 T-HANG
8 PRIVATE
9 CIVIL A
10 AUTO F
11 FBO P
12 GENER
13 TERMIN
14 EMERG
15 LDA/D
16 LOCAL
17 STPUD
18 GRADE
19 AV GA
20 STPUD
A10
A11
A12
A9
PAVED ROAD
FORD
FULL POWER LINE
GATE
ASOS
CRASH GATE
A6
PAPI
DTG
GATE
T5
A13
A14
A15
A16
A17
SEGMENTED CIRCLE AND LIGHTED WIND CONE
JET A FILTER
T3
DEER EXIT GATE
A18
A19
A20
A21
A22
A23
A24
A25
A26
A27
A28
A29
A30
A32
A33
8,544'X150' N12°55'45"E (TRUE)
2,574'X75'
CEILOMETER
ARP
T4
T2
GATE
PAVED ROAD
POLICE PISTOL RANGE
KYBURZ ROAD
CITY OWNED
SECTORS
SETTLING POND
DIRT ROAD
AIRPORT ENTRANCE
3230' APRON
BOAT STORAGE AREA

Exhibit "B"

MINIMUM STANDARD REQUIREMENTS
AND
RULES AND REGULATIONS
FOR
AIRPORT AERONAUTICAL SERVICES

LAKE TAHOE AIRPORT

OWNED AND OPERATED

BY

THE CITY OF SOUTH LAKE TAHOE

SEPTEMBER 2003

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 10/28/2004

PRODUCER
Fromarc Insurance Agency, Inc.
2482 Lake Tahoe Blvd. Suite 2

S. Lake Tahoe CA 96150-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: ESSEX INSURANCE COMPANY & TRAFALGAR
INSURER B:
INSURER C:
INSURER D:
INSURER E:

INSURED
DISCOUNT BOAT AND RV
2494 LAKE TAHOE BLVD, #C1

S LAKE TAHOE CA 96150-

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	9CA8512	10/27/2004	10/27/2005	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$ 100,000
	CLAIMS MADE X OCCUR		/ /	/ /	MED EXP (Any one person)	$ 1,000
					PERSONAL & ADV INJURY	$ 1,000,000
			/ /	/ /	GENERAL AGGREGATE	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 1,000,000
	POLICY PRO-JECT LOC		/ /	/ /	MOLL	1,000,000
	AUTOMOBILE LIABILITY		/ /	/ /	COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO					
	ALL OWNED AUTOS		/ /	/ /	BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					
	HIRED AUTOS		/ /	/ /	BODILY INJURY (Per accident)	$
	NON-OWNED AUTOS					
			/ /	/ /	PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO		/ /	/ /	OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY		/ /	/ /	EACH OCCURRENCE	$
	OCCUR CLAIMS MADE				AGGREGATE	$
						$
	DEDUCTIBLE		/ /	/ /		$
	RETENTION $					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		/ /	/ /	WC STATU-TORY LIMITS / OTH-ER	
					E.L. EACH ACCIDENT	$
			/ /	/ /	E.L. DISEASE - EA EMPLOYEE	$
					E.L. DISEASE - POLICY LIMIT	$
	OTHER		/ /	/ /		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
BOAT STORAGE OPERATION LOCATED AT: 1901 AIRPORT ROAD, SOUTH LAKE TAHOE, CA
ADDITIONAL INSURED - CITY OF SOUTH LAKE TAHOE

CERTIFICATE HOLDER | X | ADDITIONAL INSURED; INSURER LETTER: X

( ) - ( ) -

ADDITIONAL INSURED
CITY OF SOUTH LAKE TAHOE
1051 TATA LANE
SOUTH LAKE TAHOE CA 96150-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Anita Anderson

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

12

12

City of South Lake Tahoe

"making a positive difference now"

STAFF REPORT
CITY COUNCIL MEETING of October 19, 2004

TO: David Jinkens, City Manager
FR: Tim Donley, Code Enforcement Officer T.D.
DT: October 1, 2004

RE: RESOLUTION FOR NUISANCE ABATEMENT COSTS INCURRED AT: 960 Glorene, APN 23-351-041

RECOMMENDATION:
Adopt the Resolution.

DISCUSSION:
City staff went through the process required by Section 17 of the City Code prior to Public Works crews performing the abatement on July 16, 2004 at the above noted property. This work was conducted two months following the Zoning Administrator ordering the original nuisance abatement work at a public hearing on May 7, 2004. The Zoning Administrator confirmed the costs at a public hearing on September 15, 2004.

Attached please find the "Conformation of Costs and Work Performed" letter dated August 10, 2004. Those costs are broken down as follows: Labor costs - $749.84; Dump fees - $635.55; Equipment costs – $879.40; and finally Administrative fee (25%) - $566.20, for a total of $2830.99. Also attached are the minutes of the Zoning Administrator's hearing for the conformation of cost hearing which took place September 15, 2004.

POLICY / FINANCIAL IMPLICATIONS:
A special lien will be filed against the property providing a resolution has been adopted by City Council.

APPROVED:

Teri Jamin, Community Development Director

David Jinkens, City Manager

Attachment:

Exhibit A: Chronology of Events dated October 1, 2004
Exhibit B: Minutes of Zoning Administrator Hearing of May 7, 2004
Exhibit C: Minutes of Zoning Administrator Hearing of September 15, 2004
Exhibit D: Statement of Costs letter and breakdown dated August 10, 2004

EXHIBIT A.

October 1, 2004

CHRONOLOGY OF EVENTS FOR NUISANCE ABATEMENT ON 960 GLORENE

4/19/00 Nuisance abatement letter with a scheduled hearing set for May 3, 2000 went out to property owner (same current owner) stating site filled with trash, debris, and auto parts.

5/3/00 Nuisance abatement hearing – extension granted as 50% of cleanup had occurred.

5/17/00 Nuisance abatement hearing – extension granted as 80% of cleanup had occurred.

6/7/00 Nuisance abatement hearing – case closed as full cleanup had occurred.

11/24/03 Nuisance abatement letter with a scheduled hearing set for December 17, 2003 went out to property owner stating site is filled with propane tanks, trash, debris, furniture, auto parts, miscellaneous construction materials, and household items, etc.

12/15/03 Courtesy letter sent out indicating property owner is a repeat offender and future inspection fees may be added to verify compliance.

12/17/03 Nuisance Abatement hearing – extension granted to January 7, 2004 as property owner had been in Europe the past 3 months, realized abatement proceedings were now occurring, and promised to clean up entire site by next hearing date.

1/7/04 Nuisance Abatement hearing – extension granted to January 21, 2004 due to heavy snowfall and inability of owner to access site.

1/21/04 Nuisance Abatement hearing – extension granted to February 4, 2004 due to a death in the family on the east coast and remaining heavy snow on the ground.

2/4/04 Nuisance Abatement hearing – extension granted to February 18, 2004 due to heavy snow on the ground preventing work.

2/18/04 Nuisance Abatement hearing – extension granted to March 3, 2004 due to heavy snow on the ground continuing to prevent the cleanup and, staff felt this matter was not an immediate health and safety issue based on the fact most items still covered by snow.

3/4/04 Nuisance Abatement hearing – extension granted to March 17, 2004 for same reasons as noted above.

3/17/04 Nuisance Abatement hearing – some minimal improvement has been made and the property owner requested an extension. Extension granted to April 7, 2004.

4/7/04 Nuisance Abatement hearing – property owner requested another extension due to further deaths in the family and injury to his wife. Zoning Administrator granted final extension to April 21, 2004.

4/21/04 Nuisance Abatement hearing – property owner's daughter present at hearing and stated her father continues to deal with his wife's (her mother) injury out of town. Zoning Administrator granted another extension until May 7, 2004 pending a doctor's submittal of proof of wife's injury and rehabilitation.

5/7/04 Nuisance Abatement hearing – property owner stated via telephone that his property had been extensively vandalized and he thus needed time to further secure the site. The property owner stated the site will be cleaned entirely by next weekend and he will have the crane truck removed. Zoning Administrator therefore ordered an abatement to occur no sooner than May 15, 2004.

6/9/04 Change of staff member responsible for this matter. Staff called property owner who informed staff the crane truck will now be removed on June 11, 2004. Staff scheduled joint field inspection for same date to discuss items needing further removal.

6/11/04 No show/no call by property owner for scheduled site inspection.

6/21/04 Site inspection revealed crane truck removed but no other progress noted. Left message for property owner to call staff as abatement work would occur soon.

6/23/04 Staff received call from property owner that he would be at site June 24, 2004 to do final cleanup.

7/8/04 Site inspection revealed no further improvement at site. Staff called property owner to inform him that nuisance abatement work on his site is scheduled for July 16, 2004; thus he has only 8 days to finally clean up the entire site. Property owner thanked staff for "heads up".

7/16/04 Nuisance abatement cleanup begun and finished this same date with exception of two large propane tanks (110 and 124 gallons each) needing removal by professional firm.

7/23/04 Both large propane tanks removed by Reno firm.

9/15/04 Confirmation of Costs hearing – Zoning Administrator confirmed the costs totaling $2830.99 including a 25% administrative charge. **There has been no contact whatsoever with the property owner since the last telephone call on July 8, 2004.**

EXHIBIT B.

City of South Lake Tahoe

"making a positive difference now"

SUMMARY MINUTES/NOTICE OF ACTION FOR THE ZONING ADMINISTRATOR HEARING OF MAY 7, 2004

ITEM I: Roll Call

Staff in Attendance — Gary Marchio, Zoning Administrator
Alex C. Woodley, Code Enforcement Officer & Recording Clerk

To: All Interested Parties:

The decision of the Zoning Administrator may be appealed to the Planning Commission (zoning related items) or City Council (nuisance abatement related items) by the applicant or anyone adversely affected by such decision. This appeal shall be filed with the City Clerk within **five business days** from the date of the decision and shall include a fee of $100.00. The appeal deadline for this hearing is Wednesday April 28, 2004 at 4:00 p.m.

ITEM II: Adoption of Agenda – The Zoning Administrator adopted the agenda as prepared.

ITEM III: Communication from the audience on non-agenda items: None.

ITEM IV: Public Hearing Items: None.

ITEM V: Old Business: Nuisance Abatements/Zoning Violations/Variances:

1. 3736/38 Tamarack

Code Enforcement Officer Woodley explained this property was a nuisance with multiple abandoned vehicles, metal and wood scrap, trash and debris. The property owner expeditiously removed 96% of the nuisance and had requested an extension to continue cannibalizing parts off one remaining vehicle. An extension was granted and the vehicle has been properly removed by the property owner. The site is full compliance. Staff's recommendation is to close this case.

> **Action:** The Zoning Administrator concurred with staff's recommendation and closed this case based on the full compliance by the property owner.

1. 960 Glorene

Code Enforcement Officer Woodley explained this property has multiple appliances, furniture, construction materials, a crane truck, and numerous other miscellaneous items. This property also has received multiple extensions first due to the snow, and then multiple different circumstances the property owner has claimed to impede his ability to clean up the site. At the last hearing his daughter was present and they received another extension. As shown in the photos provided, there has been some improvement

but there remains a significant amount of items requiring removal. Prior to the hearing staff spoke with the property owner who stated he came into town this Tuesday and attempted to clean up the property but was distracted due to the fact the property had been burglarized and he had to spend a significant amount of time securing the property. Staff verified his story with the police department. The property owner stated he would have the site completely cleaned up by next weekend and the crane truck will be removed and stored around the corner at a commercial site. Staff did explain to him if an abatement is ordered today there will be a 5 day appeal process and staff would not be able to act until after the appeal deadline date. Staff explained if this was his first extension staff would consider requesting an extension, but since this case has been ongoing for 6 months staff needs to bring this nuisance into compliance and to a closure. Staff's recommendation is to order an abatement.

> **Action:** The Zoning Administrator concurred with staff's recommendation and ordered an abatement to occur no sooner than 5/14/04 after the appeal deadline date. The Zoning Administrator based his decision on the fact that this case has been ongoing for 6 months, at the last 3 hearings the owner had a different reason, and on the fact that as the property has been vandalized, it is an attractive nuisance as the accumulation of all the items on the exterior of the home in a residential neighborhood gives the appearance of an abandoned piece of property. The abatement of the property shall consist of the removal of all items on the exterior of the property as shown in the photos in the file including the crane truck. The Zoning Administrator stated much consideration has been given to the property owner and consideration must be given to the surrounding properties and the aesthetics and well being of the entire neighborhood.

ITEM VI: New Business: Nuisance Abatements/Sign Violations/New projects:
1. 1855 Lake Tahoe Blvd.

Code Enforcement Officer Woodley explained this site is an auto dealership and was issued an Illegal Sign Nuisance Violation. There were numerous illegal signs in the form of balloons on vehicles for sale. Soon after staff issued the notice of violation to an employee, all balloons were removed as shown in the photos, and no new illegal signs were erected. Staff stated for the record that the signed certified mail receipt has been received by staff and is in the file. Staff's recommendation is to close this case subject to the condition that any temporary illegal signs erected in the future will be abated by the city and the property owner charged accordingly. Mr. Woodley then quoted two paragraphs from the initial Nuisance Abatement Notice:

"Be advised, this is your only notice regarding prohibited signs. If any prohibited signs (e.g. a-frames, sandwich boards, banners, portable signs, etc.) are erected in the future on this property ***anytime*** *after your hearing date, they will be removed immediately without further notice.*

Further, *if the signs are removed by city staff or hired independent contractors, they will be taken directly to the dump with no possibility of anyone retrieving them, and you will*

EXHIBIT C.

City of South Lake Tahoe

"making a positive difference now"

SUMMARY MINUTES OF ACTION FOR THE ZONING ADMINISTRATOR HEARING OF SEPTEMBER 15, 2004

ITEM I: Roll Call
Staff in Attendance: Gary Marchio, Zoning Administrator
Tim Donley, Code Enforcement
Lisa O'Daly, Associate Planner
Lydia Zuniga, Recording Secretary

To: All Interested Parties:

The decision of the Zoning Administrator may be appealed to the Planning Commission (zoning related items) or City Council (nuisance abatement related items) by the applicant or anyone adversely affected by such decision. This appeal shall be filed with the City Clerk within five business days from the date of the decision and shall include a fee of $113.00. The appeal deadline for this hearing is Wednesday, September 22th, 2004.

ITEM II: Adoption of Agenda – The Zoning Administrator adopted the agenda as prepared.

ITEM III: Communication from the audience on non-agenda items: None

ITEM IV: Public Hearing: None

ITEM V: Old Business: Nuisance Abatement/Zoning Violations/Variance:

1. 960 Glorene

Code Enforcement Officer Donley explained that the abatement was completed on July 16, 2004, as ordered by Zoning Administrator. The cost is $2264.79 with an administrative fee of $500.20, for total amount of $2830.99. A breakdown of the cost was sent certified and regular mail to the property owner on August 10, 2004.
The certified letter was returned unclaimed by the property owner. At this time, Mr. Donley request that the cost be confirmed for this site. Mr. Donley also noted that this item will be going to City Council the first week in October to place a lien against the property.
Zoning Administrator Marchio indicated for the record, that return of the certified letter has been determined by the City Attorney to be adequate notice as required by the Nuisance Ordinance and appropriate action can be taken.

Action:
The Zoning Administrator concurred with staff's recommendation and confirmed the costs of the abatements after reviewing the receipts provided by staff and checking the calculations in the staff's report.

2. 2609 Pinter
Code Enforcement Officer Donley explained that this site is spotless. A total of 3 vehicles were towed from the site. Previous tenants were evicted after all, and new tenants have moved in.
At this time, Mr. Donley noted that this case should be closed as the property owner has complied.

Action:
Based on the staff's testimony, the Zoning Administrator closed this case as the property owner has fully complied with the abatement of the nuisance.

3. 1030 Industrial
Associate Planner, Lisa O'Daly explained that she visited the site in the afternoon and that it is now cleaned. Ms. O'Daly noted that the storage units were removed, and requested to the Zoning Administrator to close this case as the property owner has complied. Ms. O'Daly complimented the property owner for his quick response to the City's request.

Action:
Based on the staff's testimony, the Zoning Administrator closed this case as The property owner has complied. He also recommended that staff sent the property owner an acknowledgement for his speedy resolution for this violation.

ITEM VII: Staff's Reports
None

ITEM VIII: Zoning Administrator Reports: None

ITEM IX: Adjournment: 2:10 pm

Attest:

Lydia Zuniga
Recording Secretary

Gary A. Marchio
Zoning Administrator

EXHIBIT D.

City of South Lake Tahoe

"making a positive difference now"

Our Mission is:

Working together to create the best future for our community

August 10, 2004

Certified Return Receipt# 7003-2260-0001-4075-6140
Posted at 960 Glorene & Mailed Via Regular Mail Also

Joseph Quellette
2101 Shoreline Drive #284
Alameda, CA. 94501

RE: **NUISANCE ABATEMENT - CONFIRMATION OF ASSESSMENT OF COSTS AND WORK PERFORMED ON THE FOLLOWING PROPERTY: 960 Glorene – APN# 23-351-041**

You are hereby notified that a hearing has been scheduled by the Zoning Administrator at 2:00 p.m., or as soon as possible thereafter, Wednesday, September 1, 2004 in the City Services Center, Council Chambers, 1900 Lake Tahoe Blvd. (corner of Tata Lane) for the purpose of hearing any objections to the attached report on the "Statement of Costs" assessed against APN 23-351-041.

A summary nuisance abatement was performed on this property on July 16, 2004. The work consisted of cleaning up the entire property and removing all nuisance items including, but not limited to, 5 hazardous materials tanks. The cost of the work performed was $2264.79 + $566.20 (25% administrative overhead) for a total cost of $2830.99 (see attached).

The cost of the abatement work shall be billed to you as property owner. If it is not paid in a timely manner it shall constitute a special assessment against this property, a personal obligation against the property owner and a lien on this property for the amount of the assessment until paid.

The assessment shall be entered on the tax rolls and shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and procedure and sale in case of delinquency as provided for ordinary municipal taxes. All laws applicable to the levy, collection and enforcement of municipal taxes shall be applicable to such special assessments.

If you have any questions, please phone my office at (530) 542-6026.

Sincerely,

Tim F. Donley, Code Enforcement Officer

Community Development Department · Planning Division · 1900 Lake Tahoe Blvd. · South Lake Tahoe, CA 96150-6323 · (530) 542-6020 · (530) 541-7524 FAX

Date: August 9, 2004

To: Tim Donley, Code Enforcement Officer

Fr: Brad Vidro, Public Works Director

Re: Nuisance Abatement at 960 Glorene

The nuisance abatement work on the above mentioned parcel consisted of removing junk & debris. Copies of the daily employee report and transfer station tag are attached for your reference.

Cost of Work	$ 2,264.79
Administrative Fee	$ 566.20
Total Cost	**$ 2,830.99**

correct
T.D.

If you have any questions, feel free to call.

cm
Enclosures
h:\data-a-d\abatemnt\960 glorene.doc

Daily Employee Report

Date: 07/06/04

Department: Public Works

Account(s) or Project Name to be Charged: Nuisance Abatement - 960 Glorene

Daily Work Performed: Remove all junk, trash & loose items around outside perimeter of property

Materials

Quantity	Description	Unit	Unit Cost	Total
1	Multiple refuse receipts, dumping fees			$ 167.55
1	Disposal of 2 propane cylinders			$ 468.00
			Sub-Total Materials	$ 635.55
			7.25% Tax	$ -
			Total Materials	$ 635.55

Labor Charges

Name	Hours	Rate	OT Hours	OT Rate	Total
Mike Pollock	3.00	$ 31.72			$ 95.16
Walt Schild	3.00	$ 30.22			$ 90.66
Mike Turner	3.00	$ 27.37			$ 82.11
Anthony Ortiz	3.00	$ 27.37			$ 82.11
Dennis Hillyard	3.00	$ 27.37			$ 82.11
Chris Klebingat	3.00	$ 24.82			$ 74.46
Jerry Heath	3.00	$ 26.07			$ 78.21
Greg Fisk	3.00	$ 21.42			$ 64.26
Tony Schinzing	3.00	$ 21.43			$ 64.29
Leo Tate	1.00	$ 36.47			$ 36.47
				Total Labor	$ 749.84

Equipment Charges

Vehicle #	Hours	Unit Cost	Total	Vehicle #	Hours	Unit Cost	Total
5044	3	$ 56.61	$ 169.83	2105	1	$ 26.86	$ 26.86
5023	3	$ 43.20	$ 129.60	2120	1	$ 17.07	$ 17.07
3066	3	$ 49.93	$ 149.79				
3067	3	$ 49.93	$ 149.79				
3068	3	$ 49.93	$ 149.79				
2116	3	$ 28.89	$ 86.67				
						Total Equipment	$ 879.40

TOTAL COST $ 2,264.79

/s/ Leo Tate
Employee's Signature

/s/ Leo Tate
Supervisor's Signature

H:\FORMS\ARBILL\[Daily Report, Nuisance Abatement, 960 Glorene.xls]Total Charges

SOUTH TAHOE REFUSE CO., INC.

To: Tim Donnley, Code Enforcement Officer
City of South Lake Tahoe

From: Jeanne Lear, Recycling Programs
South Tahoe Refuse Co., Inc.

INVOICE

The following is submitted for disposal of two (2) propane cylinders as follows:

One (1) 110 gallon tank	$ 220.00	
One (1) 124 gallon tank	$ 248.00	
Total Due		$ 468.00

There is no charge for our transport of the tanks to our facility. Backup for this invoice is attached. Please feel free to call me at 530 542-8366 if further information is needed.

Jeanne Lear

Jeanne Lear
South Tahoe Refuse Co., Inc.

08/09/2004

2140 RUTH AVENUE • SOUTH LAKE TAHOE, CA 96150 • 530/541-5105

CITY OF SOUTH LAKE TAHOE COUNCIL

RESOLUTION 2004 – 80

A RESOLUTION CONFIRMING THE REPORT AND STATEMENT OF COSTS FOR THE ABATEMENT OF **960 GLORENE; APN# 23-351-041**

WHEREAS, this resolution is to confirm the "Statement of Costs to be Assessed" dated August 9, 2004 from the Public Works Director. Removal of 5 hazardous material tanks, appliances, furniture, car parts, a trailer full of debris, building materials, miscellaneous items, and trash and debris from the premises; and hauling to the transfer station was performed by the Public Works Department on July 16, 2004; and

WHEREAS, the Statement of Costs was confirmed at the Zoning Administrator Hearing of September 15, 2004. Property owner was duly noticed of the hearing date and time as evidenced by the unclaimed notice being returned after two attempts; and

WHEREAS, the Zoning Administrator made a determination at the Zoning Hearing of May 7, 2004, that the accumulation of the trash, debris, hazardous material tanks, appliances, furniture, auto parts, a trailer of debris, and miscellaneous items was in fact a nuisance and ordered an abatement to occur on or after May 14, 2004; and

WHEREAS, staff contacted the property owner via the telephone on July 8, 2004 and informed him of the pending nuisance abatement work scheduled to occur on July 16, 2004 if no further cleanup was noted; and

WHEREAS, there was no further compliance or cleanup prior to the nuisance abatement work on July 16, 2004. Further, the property owner refuses to pickup his certified mail since January 2004 although, in the interim, he had made repeated phone calls to staff indicating his desire to comply; and

WHEREAS, the purpose of this abatement was for the public health and safety.

NOW THEREFORE, BE IT RESOLVED that:

1. The Statement of Costs shall constitute a special assessment against this property, a personal obligation against the property owner and a lien on this property until paid.

2. The Statement of Costs shall be entered on the rolls of El Dorado County as a special assessment.

PASSED AND ADOPTED by the CITY COUNCIL of the City of South Lake Tahoe on the 19th day of October by the following vote:

AYES: Councilmembers DAVIS, LOVELL, BROWN, COLE & UPTON
NOES: Councilmembers _____
ABSENT: Councilmembers _____
ABSTAIN: Councilmembers _____

ATTEST:

CITY CLERK

MAYOR

I, Susan Alessi, City Clerk of the City of South Lake Tahoe, California, do hereby certify that this is a true and correct copy of the document as it appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of South Lake Tahoe, California.

Susan Alessi, City Clerk

10/22/04
Date

13

City of South Lake Tahoe

"making a positive difference now"

13

STAFF REPORT
CITY COUNCIL MEETING OF
OCTOBER 19th, 2004

TO: David Jinkens, City Manager

FR: Martin G. Hale, Lieutenant

RE: Resolution to establish budget for Minor Decoy Program mini-grant award from the Department of Alcoholic Beverage Control.

DT: September 29, 2004

RECOMMENDATION

It is recommended that the City Council adopt resolution to establish budget for administrative services in regards to mini-grant award from the Department of Alcoholic Beverage Control (ABC).

ISSUE STATEMENT AND DISCUSSION

The mini-grant awarded for the Minor Decoy Program provides funding to purchase equipment, training and the utilization of law enforcement officers to curtail crime and/or reduce identifiable alcohol related problems with local ABC licensed outlets within our city. The Police Department has been awarded a grant in the amount of $9,219.00. Recipients of this award will be funded for the period of September 1, 2004 through March 31, 2006 (eighteen months). There are several requirements for the grant including:

- Willingness to commit to running a minimum of nine Minor Decoy operations within an eighteen month period.
- Willingness to issue press releases after each operation.
- Two officers to attend required training provided by the Department of Alcoholic Beverage Control.

This project has a goal of achieving successful prosecution of offenders who furnish or sell alcoholic beverages to underage persons and fostering community support in combating the problem of underage drinking through the use of utilizing the press.

Police Department · 1352 Johnson Blvd. · South Lake Tahoe, California 96150-8217 · (530) 542-6100 · (530) 542-6146 FAX
DON MUREN, Chief of Police

City of South Lake Tahoe

"making a positive difference now"

FINANCIAL IMPLICATIONS

The project will have no impact on the General Fund. All project expenses will be covered by the grant awarded by the Department of Alcoholic Beverage Control. Recipients of this award will be funded for the period of September 1, 2004 through March 31, 2006 (eighteen months).

By: Name and Title of Report Writer

Department Head Concurrence

Reviewed and Approved by:

David Jinkens, City Manager

Police Department · 1352 Johnson Blvd. · South Lake Tahoe, California 96150-8217 · (530) 542-6100 · (530) 542-6146 FAX

DON MUREN, Chief of Police

City of South Lake Tahoe
Resolution No. 2004-81

Resolution Approving and Authorizing the Establishment of Budget for administrative services in regards to mini-grant award from the Department of Alcoholic Beverage Control

Resolved, by the City Council of the City of South Lake Tahoe, that:

Whereas, the Police Department adopts an annual budget by Resolution for expenditures; and

Whereas, it is necessary to amend the departments budget; and

Whereas, fund and cash balance are available in adequate amounts.

Now, Therefore, it is Hereby Determined and Ordered; that

1. The City Council of the City of South Lake Tahoe hereby approves and authorizes establishment of budget as follows

Create Budget Account (#TBD) Revenue (#TBD) Operations -ABC Minor Decoy Grant $9,219

Passed and Adopted by the City Council of the City of South Lake Tahoe on October 19th, 2004, by the following vote:

AYES: Councilmembers DAVIS, LOVELL, BROWN, COLE & UPTON

NOES: Councilmembers _____

ABSENT: Councilmembers _____

ABSTAIN: Councilmembers _____

Tom Davis, Mayor

ATTEST:

Susan Alessi, City Clerk

CITY OF SOUTH LAKE TAHOE 1965 CALIFORNIA

14

14

City of South Lake Tahoe

"making a positive difference now"

STAFF REPORT
CITY COUNCIL MEETING OF OCTOBER 19, 2004

TO: DAVID JINKINS, CITY MANAGER

FROM: MERLE BOWMAN, FIRE MARSHAL

RE: ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 12 OF THE SOUTH LAKE TAHOE CITY CODE RELATING TO FIRE PROTECTION WITHIN THE CITY OF SOUTH LAKE TAHOE

DATE: OCTOBER 7, 2004

RECOMMENDATION:
Waive First Reading; Refer to Second Reading and Adoption.

ISSUE AND DISCUSSION:
The California State Building Codes (California Code of Regulations Title 24) were updated as of November 1, 2002. In reviewing these changes against "Chapter 12 Fire Protection" of the City of South Lake Tahoe City Code, modifications to the City Code are needed to comply with the State's updated building safety requirements. State law provides the opportunity for local government to either adopt the State's building standards or to review and modify them, provided that the changes to state law made by cities and counties impose equal or more restrictive requirements.

City of South Lake Tahoe Fire Department personnel, the City Building Board of Appeals and City Building Division staff jointly reviewed the new state building standards and the existing City Code. The amendments are being presented to the City Council with the unanimous approval of the City Building Board of Appeals, the City Building Division and the City Fire Department.

The changes to the City Code recommended by staff for your approval in the accompanying amendments occasionally modify the new State Code requirements in responses to our local conditions, such as mutual aid capabilities and weather. Recommended changes to the City's Fire Code may be summarized as follows:

Fire Department · 2101 Lake Tahoe Boulevard · South Lake Tahoe, California 96150-6426 · (530) 542-6160 · (530) 541-0634 FAX

- Streamline emergency fire access and minimize damage by requiring lock boxes for certain buildings.
- Enhance emergency firefighting operations by providing SCBA breathing air in buildings over 60' tall.
- Requiring firefighting equipment storage rooms in buildings more than 4 stories in height.
- Relocating fire related ordinances from Chapter 8 (Building Regulations) into more appropriate Chapter 12 (Fire Protection)

FINANCIAL AND/OR POLICY IMPLICATIONS:

There are no financial or policy implications to the City of South Lake Tahoe regarding the proposed amendments.

By: Merle Bowman
Fire Marshal

By: Michael Chandler
Fire Chief

Reviewed and Approved by:

David Jinkens
City Manager

Exhibit "A"

Adoption By Reference.
The California Fire Code, 2001 edition, including Appendices 1C through 6, is hereby adopted and incorporated by reference, as if fully set forth herein.

Amendments, additions and deletions.
The city council finds the following amendments, additions and deletions to the 2001 California Fire Code are needed and are reasonably necessary because of local conditions that include but are not limited to high density fossil fuel which include timber, brush, slash located on federal, state, county and municipal properties.

Administration
A. In accordance with the 2001 California Fire Code, Article 1 "Administration" is hereby amended as follows:

Section 103.5. "Fees"

Section 103.5.1. Fire service fees may be charged to any person, firm, corporation or business that through negligence, violation of the law, or as a result of carelessness, is responsible for the cause of the Fire District to respond to the scene of an incident. The fee shall not exceed the actual cost of suppressing the fire and/or responding to the scene on an incident.

Section 103.5.2. Fire Department Permit, Plan Check and Inspection Fees. A schedule of fees as adopted, by Resolution 2003-22 of the City of South Lake Tahoe on April 1, 2003 for Plan checking, inspections and the issuance of permits by the Fire Department pursuant to Section 1103.5.2 of the California Fire Code

Definitions and Abbreviations
B. In accordance with the 2001 California Fire Code, Article 2, "Definitions and Abbreviations" is hereby amended as follows:

Section 202-I
Installation: A storage tank designed for the containment of liquefied petroleum gas for use by a customer for residential, commercial, or industrial purposes, together with appurtenant pipes, risers, gauges and related equipment.
Section 213-L
Liquefied Petroleum Gas (LP-gas): a material which is composed predominantly of the following hydrocarbons or mixtures of them: propane, propylene, butane (normal butane or isobutene) and butylenes.
Section 215-N

Nonconforming installation: Any residential, commercial or industrial installation which does not, on August 30, 1983, comply with the requirements of this chapter.

Section 223-V
Vendor: Any person or business which sells, at retail, liquefied petroleum gas for residential, commercial or industrial use.

Section 902, Fire Department Access
C. In accordance with the 2001 California Fire Code, Article 9, "Fire Department Access and Water Supply", is hereby amended as follows:

Section 902.4 Key Boxes (Knox Rapid Entry System)
1. When access to or within a structure or within a structure or an area is unduly difficult because of secured openings or where immediate access is necessary for life-saving or firefighting purposes, the Fire Marshall is authorized to require a Key Box to be installed in an accessible location. The Key box shall be of an approved type and shall contain keys to gain necessary access as required by the chief.
2. **If a building is protected by an automatic fire alarm system or a fire sprinkler system, or is a facility that is required to prepare and have available material safety data sheets and/or hazardous chemical inventory forms under the Superfund Amends and Reauthorization act of 1986 (SARA Title III), the owner of applicable buildings shall install or cause to be installed a Knox box system and/or Lock Box Document vault prior to the issuance of a certificate of Occupancy.**
3. **The Lock Box shall be installed on the front of the building near the main entry door and between six (6) and eight (8) feet above the ground unless approved at a higher or lower level by the Building and/or Fire Code Official.**

Fire Protection Systems and Equipment
D. In accordance with the 2001 California Fire Code, Article 10, "Fire-Protection Systems and Equipment", is hereby amended as follows:

Section 1001.11. When Required
1. **Special provisions for Group B office builds, Group A, Division 1 and Group R, Division 1 occupancies having floors used for human occupancy located more than 60 feet above the lowest level of Fire Department vehicle access, or more than 200 feet horizontal access, or more than 4 stories shall comply with the provisions of this amendment.**

2. **The Fire Chief shall require an approved rescue air replenishment system. Such system shall provide an adequate, pressurized fresh air supply through a permanent piping system for the**

replenishment of portable life sustaining air equipment carried by fire suppression, rescue, and other personnel in the performance of their duties. Location and specifications of access stations, and the installation of such air replenishment systems shall be made in accordance with the requirements and standards of the Chief. It shall be tested annually and maintained at the expense of the owner and it shall be for the Fire use only.

3. Fire Department equipment storage rooms shall provide and store the required fire fighting equipment and shall comply with the following:

a. Each equipment storage room shall have a minimum of forty-eight (48) square feet of floor space, with no dimension less than six (6) feet. Size may be reduced when approved by the Fire Department.

b. Ceiling height shall be at least seven (7) feet, six (6) inches.

c. Rooms shall be of two (2) hour fire-resistive construction with no opening rated less than 1 ½ hours.

d. Rooms shall be locked with access by the Fire Department only. Keys shall be provided in a fire Department "Knox Box."

e. The door to the equipment storage room shall have a permanent sign stating, "FIRE DEPARTMENT USE ONLY."

f. Stairway doors shall be identified to indicate the location of equipment storage rooms in the following manner:

1. The stairway which is adjacent to equipment storage rooms shall have an exterior sign on the first floor level, or Fire Department entrance level, identifying the floors where rooms are located in relation to that stairway.

2. At each floor level where equipment storage rooms are located, signs shall be placed on the stairway side to identify that floor as an equipment storage room location.

g. Shelves, cabinets and racks shall be installed as specified by the Fire Department.

h. The door to the equipment storage room shall be a minimum of three (3) feet by six (6) feet, eight (8) inches in size.

4. Location and Access.

The equipment storage rooms shall be located adjacent to an enclosed exit stairway which provides access to the roof. Placement of the equipment storage rooms shall begin four (4) floors above ground level and then placed every fourth floor in ascending order and shall further comply with the following guidelines:

a. When travel distance between exit stairways exceeds 200 feet, both stairways shall have equipment storage rooms adjacent to them. Such locations shall be on an approved alternate floor schedule.

b. When parking structures continue below grade, equipment storage rooms are not required on those levels.

c. Access to the equipment storage rooms shall be within 10 feet of the exit stairway. The door to each equipment storage room shall be visible from the entrance to the exit stairway, and shall be properly identified. The room shall be readily accessible at all times for Fire Department use.

d. The fire equipment storage room may be placed within the service elevator lobby, provided the travel distance to the nearest stairway is no greater than 30 feet.

e. Location of rooms shall be approved by the Fire Department.

5. Equipment Required.

The following sample list of equipment shall be supplied by the developer or owner for each equipment room:

a. Four (4) air bottles, meeting Fire Department specifications and supplied for Fire Department use only.

b. Two (2) Hose pack with 100 feet of 1¾ "fire hose and 1 ½ " variable fog nozzle, both having national Standard threads. Hose shall meet Fire Department specifications.

c. Two (2) 2 ½ " x 1 ½ " reducer couplings

d. Two (2) Pick headed axes (6pound / 36" handle)

e. One (1) Pry bar, 3' in length

f. One (1) Halligan Tool, 11 pound

g. Twelve (12) door stops

h. Three (3) spare sprinkler heads for each type of head used. (These are in addition to those in the required in the riser room).

i. One (1) Sprinkler head wrench for each type used.

j. Two (2) 18' x 24' salvage covers with grommets every 16"

6. Maintenance

After initial approvals and certifications, all equipment shall be tested and maintained by the South Lake Tahoe Fire Department. A central control station room for fire department operations shall be provided. The location and accessibility of the central control station shall be approved by the Fire Chief or his designee.

Fire-Extinguishing Systems

In accordance with the 2001 California Fire Code, Article 10, Section 1003, Fire-extinguishing Systems is hereby amended as follows:

Section 1003 – Fire-Extinguishing Systems

Section 1003.1.1 General

Fire-extinguishing systems shall be installed in accordance with the Building Code and Section 1003 **of the California Fire Code.**

Fire hose threads used in connection with fire-extinguishing systems shall be national standard hose thread or as approved.

The location of fire department hose connections shall be approved

In buildings used for high-piled combustible storage, fire protection shall be in accordance with Article 81 **unless the State codes and/or building codes are more restrictive:**

1. All structures with a total floor area over 5,000 square feet shall have automatic sprinklers.

2. All structures over 3,000 square feet in total floor area but less than 5,000 square feet shall have either automatic fire sprinklers; or be constructed as at least type V, one-hour rate structures with a supervised alarm system.

3. All structures with a total floor area of 3,000 square feet or less shall have a supervised fire alarm system.

EXEMPTION: group R, Division 3 occupancies of any size. Group R, Division 1 and group U occupancies with a total floor area per building of less than 5,000 square feet.

Section 1003.2.1. General
An automatic fire-extinguishing system shall be installed in the occupancies and locations as set forth in Section 1003.2

For provisions on special hazards and hazardous material, see Section 1001.9 and Articles 79, 80 and 81.

Section 1003.2.1.2 Status of Existing buildings over 5,000 square feet.

In existing buildings of 5,000 square feet or larger, other than one and two family dwelling units, where the floor area of the building or structure is increased by an addition of more than thirty percent (30%) or 2,500 square feet, whichever is less, such building or structure shall be made to conform to Section 1003.

Section 1003.2.1.3 Status of buildings under 3,000 square feet.

In existing buildings 3,000 square feet or smaller, other than one and two family dwelling units, where the floor area of the building or structure is increased by an addition of more than thirty percent (30%) or 1,000 square feet, whichever is less, such building or structure shall be made to conform to Section 1003.

Fire Alarm Systems
Section 1006.3.3.8 Local Authority Jurisdiction

All fire alarm systems shall be connected directly through and monitored by a U.L. approved central, proprietary or remote station service which gives audible and visual signals at a constantly attended location.

General Safety Precautions

E. In accordance with the 2001 California Fire Code, Article 11, "General Safety Precautions", is hereby amended and deleted as follows:

Section 1109.7 Sparks from Chimneys. Chimneys used with fireplace or heating appliances in which solid ~~or liquid~~ fuel is used shall be maintained with a spark arrester **constructed of iron, heavy wire mesh or other approved non-combustible materials with openings no larger than ½ inch** as required for incinerators by the Mechanical Code.

~~EXCEPTION: Chimneys which are located more than 200 feet (60,960 mm) from any mountainous, bush-covered or forest-covered land or land covered with flammable material and are not attached to a structure having less than a Class C roof covering, as set forth in the Building Code.~~

Maintenance of Means of Egress and Emergency Escapes

F. In accordance with the 2001 California Fire Code, Article 12, "Maintenance of Means of Egress and Emergency Escapes" is herby amended as follows:

Section 1210.4 Stairway Identification. Approved stairway identification signs shall be located at each floor level in all enclosed stairways in buildings ~~four~~ **two** or more stories in height **when deemed necessary by the chief**. The sign shall identify the stairway, indicate whether there is roof access, the floor level, and the upper and lower terminus of the stairway. the sign shall be located approximately 5 feet (1524 mm) above the floor landing in a position which is readily visible when the door is in the open or closed position. See Appendix I-C.

Emergency Procedures

G. In accordance with the 2001 California Fire Code, Article 13, "Emergency Procedures" is hereby amended as follows:

Section 1303.3.3.2 Fire drills. Fire drills in Group E Occupancies shall be conducted as follows:

1. Frequency. Fire drills shall b conducted at least once each month during school sessions **at elementary and intermediate levels, and not less than twice yearly at the secondary level.**

Explosive Materials

H. In accordance with the 2001 California Fire Code, Article 77, "Explosive Materials" is hereby amended as follows:

Section 7701.3.1 Required . When permits are required, **they shall be issued by the Fire chief and the Police agency having jurisdictions: El Dorado County Sheriff's Department or the Placerville Police Department.** ~~to be issued by the chief, the chief may grant that authority to the agency having enforcement jurisdictions.~~ Permits shall be obtained:...

Fireworks and Pyrotechnic Special Effects Material

I. In accordance with the 2001 California Fire Code, Article 78, "Fireworks and Pyrotechnic Special Effects Material" is hereby amended as follows:

Section 7801.3.1 Fireworks. See Section 105, Permit f.2. **"Permits shall be issued by the Fire Chief or his/her designee."**

Liquefied Petroleum Gases

J. In accordance with the 2001 California Fire Code, Article 82. "Liquefied Petroleum Gases" is hereby amended as follows:

Section 8201.1, Applicability of Provisions.

Each vendor of LPG to customers for use within the city shall comply with the provisions of this subchapter.

Section 8203.1.1, Requirements for New Installation and Reconnected Installations.

The provisions of this subsection shall apply to all new LPG installations and to existing installations when LPG service is reconnected after service is interrupted, other than for reasons of nonpayment or exhaustion of fuel supply.

1. Two stage regulation systems required: Two stage regulator systems shall be installed on all LPG installations.

2. First Stage: The first stage regulator shall be installed in accordance with manufacturer's specifications as the same may from time to time be amended.

3. Second Stage: The second stage regulator and riser pipe shall be installed on the gable end of the buildings, as close as practicable to the building wall. This riser shall be securely supported or braced. Swing joints shall be provided at the tank riser and at the entry to the structure. Location of second stage regulators shall be subject to the approval of the AHJ.

Exception 1: On round, octagon and similarly shaped structures (without gable ends) the riser may be located under the eaves.

Exception 2: On existing services, that are reconnected after service is interrupted, where relocation of the riser is not possible due to structural or topographical constraints, the riser may be under the eaves or as approved by the Building Official.

4. Protective Cover: A protective cover, provided by the gas service company and approved by the Building Official, shall be installed over the second stage regulator and securely supported to the ground or diagonally to the building wall. When supported to the ground, the footing for the supports shall be founded 6 inches below finished grade.

5. No Concrete by Riser: The riser pipes for the yard piping shall not be imbedded in concrete. The riser shall be insulated when passing through concrete.

6. Snow Stakes: Location of the center line of the LPG tanks shall be permanently marked by the use of snow stakes one at each end. ~~Such stakes shall be color coded as approved by the building department~~.

Such stakes shall be of sufficient height to be visible through anticipated maximum snow depth at the respective location. Installation and maintenance of these snow stakes is the joint responsibility of the LPG vendor and LPG user.

Section 8203.1.2. Notice of Requirements.
Each vendor of LPG shall, not later than the connecting of service to a user's property, provide a written document containing safety instructions and containing emergency instructions for the use of such LPG installation. Each such vendor shall also provide a notice to be posted on the user's premises at a prominent location.

Section 8203.1.3 Requirements for Existing Installations.

1. Each vendor of LPG shall notify the AHJ of all existing nonconforming LPG installations served by such vendor.

2. It shall be unlawful for any vendor to provide service to a nonconforming installation.

3. Safety inspection shall be made by the gas vendor of outside regulators, valves, meters and exposed piping at least once each year.

a. All hazardous conditions which have not been immediately corrected will be noted in a written report with a copy immediately to the consumer, a copy to the fire department, and a copy to the building department within 30 days of inspection.

Section 8203.1.4 Prohibition of Service to Unsafe Natural Gas or LPG Facility.
It shall be unlawful and an infraction for a vendor to provide service and/or fuel to any unsafe natural gas or LPG facility within the city.

1. For purposes of this chapter, an unsafe facility is defined as, but not necessary limited to the following:

a. Any tank not installed on solid footing.

b. Any tank not cleared of ice and snow.

c. Any tank regulator not cleared of ice and snow.

d. Any tank riser not cleared of ice and snow.

e. Any tank with substantially misaligned, bent or otherwise damaged parts, valves, regulators, risers or associated equipment that could result in leakage of gas.

f. Any second stage regulator or structure not protected with cover.

g. Any second stage regulator not cleared of ice and snow.

2. Upon determining that any facility is unsafe as defined herein, the vendor shall post, or cause to be posted, on or around such facility, a notice in substantially the following form.

"Servicing of this tank is prohibited by law due to its unsafe condition. Please make the following correction(s) so fuel can be provided.
For a reasonable charge, this correction will be made by the vendor. If you desire that service, please contact _____."

Section 8203.1.5 Fire Warning Systems.
Every newly constructed dwelling unit in the city shall be provided with smoke detectors conforming to UBC Standard No. 32-6; and shall receive their primary powers from the building wiring when such wiring is served from a commercial source. Wiring shall be permanent and without a disconnecting switch other than those required.

a. Existing family dwelling units within the city shall be equipped with either battery operated or electrically wired approved smoke detectors upon a change in ownership of the real property.

b. No single-family residence shall be sold or released from sale without first complying with this section.

c. Hotels, motels, apartments, and all other dwelling units within the city shall install smoke detectors.

d. In single-family dwelling units, detectors shall be mounted on the ceiling or wall at a point centrally located in the corridor area giving access to rooms used for sleeping purposes.

e. In an efficiency dwelling unit, hotel or motel sleeping room and in hotel and motel suites, the detectors shall be centrally located on the ceiling of the main room or hotel or motel sleeping room. Where sleeping rooms are on an upper level, the detector shall be placed at the center of the ceiling directly above the stairway. All detectors shall be located in accordance with approved manufacturer's instructions. When actuated, the detector shall provide an alarm clearly audible in the dwelling unit.

4. Tampering With or Disconnection of Smoke Detectors.
No person occupying any room in any hotel, motel, inn, or other dwelling unit within the city which is utilized for transient accommodations shall tamper with, render inoperative, or otherwise disconnect any smoke detector which has been properly installed. Violation of this section shall be an infraction, punishable as specified by California law.

5. Landlord/Tenant Agreements Regarding Smoke Detectors.

Landlords shall insure that smoke detectors are installed, inspected and maintained in all rental property and may include the following language in rental/lease agreements:

a. Tenant may not tamper with or render inoperative or otherwise disconnect any smoke detector which has been properly installed.

b. A separate and distinct smoke detector security deposit/agreement may be required, not to exceed the current going rate per smoke detector and a reasonable installation cost, to cover the replacement or repair of a smoke detector in the event it is damaged or rendered inoperable.

c. Tenant will forfeit the smoke detector security deposit if a notice to appear for smoke detector violation is issued by the fire department during the term of their rental/lease agreement and it is determined by the hearing officer that the tenant is responsible. To assist the hearing officer in this determination, the property owners/property managers and tenants should sign an acknowledgement of operable smoke detectors upon tenancy wherein tenant agrees to inspect and test each smoke detector monthly, to replace batteries as needed, to notify property manager and/or property owner promptly in writing if smoke detector is found to be defective or malfunctioning, and to not remove, dismantle or otherwise render the smoke detector inoperable. The fire department suggests that batteries in smoke detectors be changed annually when daylight savings time goes off in the fall.

d. Tenant agrees to accept any liability for damage to the premises resulting from lack of an operable smoke detector due to tenant's actions as well as any and all costs of enforcement action taken by the city to enforce the provisions of this chapter.

e. Enforcement of the above shall be handled through the notice to appear process outlined in SLTCC 12-20, Citation authority, and the city attorney's office.

High Altitude Liquefied Petroleum Gas Installations (4,000' and Above)

K. In accordance with the 2001 California Fire Code, Article 82, "High Altitude Liquefied Petroleum Gas Installations (4,000' and Above)' is hereby added as follows:

Section 8215.1 Regulators.
Two-stage regulator system shall be installed in accordance with manufacturer requirements.

First stage regulator and connecting pigtail shall be installed under a protective valve cover on the tank. The mounting position of the first stage regulator shall be listed for this application.

Section 8215.2 Vertical Yard Riser Piping.

1. **Minimum of Schedule 40-iron piping.**
2. **Riser shall be within 3 inches horizontally of the tank.**
3. **Swing joints shall be installed above and below tank level to provide for the tank movement. (Street elbows shall not be used.)**
4. **A listed flexible riser constructed of copper or stainless steel tubing and protected by a steel covered sheathed material may be used instead of swing joints. The flexible alternative shall provide sufficient slack to allow for tank movement.**

Section 8215.3 Second Stage Regulators.

1. **The riser and second stage regulator shall be installed on the gable end of the building as close as practical to the building wall.**
   Exception: If not feasible due to structural or topographical constrains.
2. **The riser shall be equipped with a listed gas shut off valve prior to the second stage regulator.**
3. **A protective cover shall be installed over the second stage regulator and meter (9f installed) at the building. The minimum design for the protective cover and support structure shall be equal to or greater than the building design load as determined by the Building Department. The support structure shall be securely attached to the building wall or ground surface.**
4. **Riser piping shall not be embedded in asphalt or concrete.**
   Exception: If 1 inch of annular clearance is maintained from all side of the piping.

Section 8215.4 Markings and Locations.

1. **An approved sign shall be located directly above the riser shut off valve on the building in a visible location.**
2. **The liquefied petroleum gas supplier shall affix a weatherproof identification tag to the inside of the tank valve protecting cover. This tag shall contain the supplier's name and emergency telephone number.**

3. **Tank installation shall be permanently marked by a metal or wood material snow marker, with a minimum dimension of 2 inches by 2 inches. The snow marker shall be of sufficient height to rise above the annual snow depth and shall be a minimum of 10 feet in height. The snow marker shall be painted yellow and located on the opposite side of the tank from the riser and directly opposite the tank valves.**

Section 8215.5 Tank Supports.

All tank installations shall be placed on approved reinforced concrete supports.

Section 8216. Underground Liquefied Petroleum Gas Tank Installations.

Section 8216.1 Permits and Plans.

For a permit to install or maintain an LP gas container see Section 105.8.1.1. Plans shall be submitted for all underground tank installations.

Section 8216.2 Installation Requirements.

The installation of LP gas containers shall meet the requirements of NFPA 58 and the authority having jurisdiction requirements.

Table 8204-A Location of Containers

L. In accordance with the 2001 California Fire Code , Article 82, Table 8204-A, Footnote 4, is hereby amended and deleted as follows:

4. At a consumer site, if the aggregate water capacity of a multicontainer installation, comprised of individual containers having a water capacity of less than 125 gallons (473.2 L), is ~~500~~ **200** gallons ~~(1892.7 L)~~ **(757.08 L)** or more, the minimum distance shall comply with the appropriate portion of Table 8204-A, applying the aggregate capacity rather than the capacity per container. If more than one such installation is made, each installation shall be separated from other installations by at least 25 feet (7620 mm). Minimum distances between containers need not be applied.

Appendix I-C Stairway Identification

M. In accordance with the 2001 California Fire Code, Appendix I-C "Stairway Identification", is hereby amended and deleted as follows:

Section 2 General

Standardized signs shall be provided in new and existing buildings that are ~~four~~ **two** or more stories in height **when deemed necessary by the Chief**. Such signs shall be installed in stairways to identify each stair landing and indicate the upper and lower termination of the stairway.

Division II, Special Hazards, Appendix II-A, Suppression and Control of Hazardous Fire Areas, Section 7, Spark Arresters.

N. In accordance with the 2001 California Fire Code, Division II, Special Hazards, Appendix II-A, "Suppression and Control of Hazardous Fire Areas", Section 7, "Spark Arresters" , is hereby deleted as follows:

Section 7 Spark Arresters

Chimneys used in conjunction with fireplaces, barbecues, incinerators or heating appliances in which solid ~~or liquid~~ fuel is used, upon buildings, structures or premises ~~located within 200 feet (60960 mm) of hazardous fire areas,~~ shall be provided with a spark arrester constructed of heavy wire mesh or other noncombustible material with openings not to exceed ½ inch (12.7 mm).

Board of Appeals

Wherever in this article or in the 2001 California Fire Code adopted by this article there is a reference to the "board of appeals ", such provision shall be deemed to refer to the Building board of appeals provided for in SLTCC8-43 through 8-48, inclusive.

Penalties

Any person, firm or corporation violating any provision of this code shall be deemed guilty of an infraction and, upon conviction thereof, shall be punishable by a fine in accordance with state law. Each separate day or any portion thereof, during which any violation of this code occurs or continues, shall be deemed to constitute a separate offense and, upon conviction thereof, shall be punishable as herein provided. The issuance or granting of a permit or approval of plans and specifications shall not be deemed or construed to be a permit for, or an approval of, any violation of any of the provisions of this code.

Any person who shall commence any work for which a permit is required by this code without first having obtained a permit therefore shall, if subsequently permitted to obtain a permit, pay double the permit fee fixed by this section for such work; provided, however, that this provision shall not apply to emergency work when it shall be proved to the satisfaction of the fire department that such work was urgently necessary and that it was not practical to do so, and if there be an unreasonable delay in obtaining such permit, a double fee as herein provided shall be charged.

Citation Authority

The Fire Chief of the City of South Lake Tahoe or his or her designee, after first obtaining the training required by Penal Code Section 832, may issue citations (notices to appear) for violations of the Uniform Fire Code, as amended.

Tahoe Daily Tribune

Proof and Statement of Publication

3079 Harrison Avenue,
South Lake Tahoe, CA 96150
Phone (775) 881-1201
Fax (775) 887-2408
Account Number: #03100682

Legal Acct Ellen Boyle
City of South Lake Tahoe
City Clerk's Department
1052 Tata Lane
South Lake Tahoe, CA 96150-6324

VICTORIA CRUMP says:
That (s)he is a legal clerk of the **TAHOE DAILY TRIBUNE**, a daily newspaper published at South Lake Tahoe, in the State of California.

Notice of Proposed Ordinance
Adopting the 2001 California Fire Code And Regional Amendments to Chapter 12 of the South Lake Tahoe-City Codes
Ad # 03515835

of which a copy is hereto attached, was published in said newspaper for the full required period of **1 time** commencing on **October 27 , 2004** and ending on **October 27 , 2004**, all days inclusive.

Signed: Victoria Crump

STATEMENT:

Date	Amount	Credit	Balance
10/27/04	68.63		68.63

CODE AND REGIONAL AMENDMENTS TO CHAPTER 12 OF THE SOUTH LAKE TAHOE CITY CODE (City Attorney's Summary)

NOTICE IS HEREBY GIVEN that on October 19, 2004; the City of South Lake Tahoe City Council waived first reading and referred to second reading and adoption on November 2, 2004. The following is a summary of the ordinance prepared by the City Attorney:

-Purpose of the Ordinance Amendment
The adoption of the 2001 California Fire Code and regional amendments, which regulate, administrate and monitor local conditions that include, but not limited to, high density fossil fuels located on federal, state, county and municipal properties.

A copy of said ordinance in its entirety is available for review in the City Clerk's Office located at 1052 Tata Lane, South Lake Tahoe, California, (530) 542-6004.

Susan Alessi
CITY CLERK
CITY OF SOUTH LAKE TAHOE
1052 TATA LANE
SOUTH LAKE TAHOE, CA 96150
(530) 542-6004
PUb: Oct. 27, 2004
Ad303515835

RECEIVED
OCT 29 2004

LEGAL PUBLICATION OF CITY OF SOUTH LAKE TAHOE PROPOSED ORDINANCE ADOPTING THE 2001 CALIFORNIA FIRE CODE AND REGIONAL AMENDMENTS TO CHAPTER 12 OF THE SOUTH LAKE TAHOE CITY CODE
(City Attorney's Summary)

NOTICE IS HEREBY GIVEN that on October 19, 2004; the City of South Lake Tahoe City Council waived first reading and referred to second reading and adoption on November 2, 2004. The following is a summary of the ordinance prepared by the City Attorney:

Purpose of the Ordinance Amendment
The adoption of the 2001 California Fire Code and regional amendments, which regulate, administrate and monitor local conditions that include, but not limited to, high density fossil fuels located on federal, state, county and municipal properties.

A copy of said ordinance in its entirety is available for review in the City Clerk's Office located at 1052 Tata Lane, South Lake Tahoe, California, (530) 542-6004.

Susan Alessi
SUSAN ALESSI, CITY CLERK
CITY OF SOUTH LAKE TAHOE
1052 TATA LANE
SOUTH LAKE TAHOE, CA 96150
(530) 542-6004

TO TAHOE DAILY TRIBUNE: PLEASE PUBLISH ONE TIME ON WEDNESDAY, OCTOBER 27, 2004. PLEASE PROVIDE AFFIDAVIT OF PUBLICATION.

Ellen Boyle

From: Victoria Crump [vcrump@t-can.org]
Sent: Monday, October 25, 2004 4:06 PM
To: Ellen Boyle
Subject: Re: PropOrdFire

your ad is scheduled as requested and the cost is $68.63

Victoria (Vicki) Crump
Legal Clerk
Phone 775/881-1201
Fax 775/887-2408
877-999-9701 ex.201
legals@t-can.org

15

SOUTH TAHOE REDEVELOPMENT AGENCY

Participating in Public-Private Partnerships
for a Better Future

STAFF REPORT
City of South Lake Tahoe City Council/Parking Authority
Meeting of October 19, 2004

TO: David M. Jinkens, City Manager/Executive Director

FROM: Eugene M. Palazzo, Redevelopment Manager

DATE: October 14, 2004

SUBJECT: Report on operation and financial status of the Public Parking Garage and Parking Enforcement for September 2004

RECOMMENDED ACTION:

Receive and File Report on operation and financial status of the Public Parking Garage and Parking Enforcement for September 2004.

DISCUSSION:

September Public Parking Garage Operations Report

Attached (Exhibit A) is the Revenue Summary Report for the Parking Garage for the month of September. During this month the total revenue was $45,854.50. This includes ticket sales and parking passes. On the expenditure side, the operational costs for Standard Parking and various operating expenses for the month of September totaled approximately $19,025.

Exhibit B shows actual expenditures for fiscal year 2003/04. Exhibit C shows the estimated monthly cash flow projections for FY 2004-05. The Authority is hopeful that Operating Revenues will be significantly greater in 2004-05. The revenue in the last few months has been higher than projected. Current revenue patterns show a balanced budget, including debt service payments, for Fiscal Year 2004/05. However, the Gross Revenues will be insufficient to meet both maintenance and operation costs and Annual Bond Service by December 2005. This is shown in Exhibit D, estimated monthly cash flow projections for Fiscal Year 2005/06.

1052 Tata Lane • South Lake Tahoe, CA 96150

General Information	Analyst	Manager	Fax
(530) 542-6016	(530) 542-7403	(530) 542-6044	(530) 542-4054

Public Parking Garage Rates

Based on the current data available it is likely that the parking revenue bonds secured by revenues from the parking facility at Park Avenue will go into default no later than December 2005. Because of the existing revenue shortfall, the bond documents require the South Tahoe Parking Financing Authority to manage the garage according to the recommendations of a third party parking consultant.

On Monday, October 4, 2004 Staff met with the City Council Parking Garage Sub-Committee. Their direction was to hire a consultant as soon as possible and have recommendations available by the end of October. The main concern is setting rates for the winter and working with the theater group.

A recommendation to hire Fehr & Peers Transportation Consultants is on this Agenda for Authority review and possible approval.

Parking Enforcement Summary

Exhibit E shows tickets written from July 2004 through September 2004. The Exhibit also shows the number of contested tickets broken down into numbers dismissed and upheld (Complete data for contested tickets was unavailable for September 2003) and the total revenue and expenses per month. Some of the revenue for the tickets written will take two to three months before actual receipt by the City. There are a number of reasons for this which include tickets that are contested that take a while to go through the process and people who do not pay promptly. As of the end of September the total revenues for Fiscal Year 2003/04 are $95,304 and expenses are $109,612. There is a shortfall of approximately $14,308.

APPROVED:

Eugene M. Palazzo
Redevelopment Manager

David M. Jinkens
City Manager/Executive Director

Attachments

Rate Review and Recommendation Letter dated August 10, 2004, from Standard Parking
Exhibit A: Public Parking Garage Revenue Summary
Exhibit B: Actual Expenditures FY 2003-04
Exhibit C: Estimated Monthly Cash Flow Projections FY 2004-05
Exhibit D: Estimated Monthly Cash Flow Projections FY 2005-06
Exhibit E: Parking Enforcement Summary

RCGR074 RCTR074 JLY Statement Basis

LOCATION: 80845 PARK AVENUE GARAGE

REVENUE SUMMARY REPORT
2004 SEPTEMBER

10/07/04 11:19:04
NUMBER OF SPACES: 422

CASH

DT DAY	DAILY	METER	MONTHLY	VALIDATN	COUPON	MISC.	EVENT	TOTAL REV	SALES TAX	NET REV	+/-	AVG $	REVTKT	ISSUED	COLL.	NETINV	VAR.
01 WED	923.00							923.00		923.00		7.16	129	335	333	2	
02 THU	961.00							961.00		961.00		7.07	136	328	323	5	
03 FRI	1316.00		525.00					1841.00		1841.00		7.23	182	511	504	7	
04 SAT	3405.00		975.00					4380.00		4380.00		7.86	433	716	716		
05 SUN	4531.00		300.00					4831.00		4831.00		9.03	502	815	804	11	
06 MON	2115.00							2115.00		2115.00		8.81	240	508	508		
07 TUE	999.00		300.00					1299.00		1299.00		7.80	128	294	288	6	
WEEK 1	14250.00		2100.00					16350.00		16350.00		8.14	1750	3507	3476	31	
TOTALS	14250.00		2100.00					16350.00		16350.00		8.14	1750	3507	3476	31	
08 WED	1214.00		300.00					1514.00		1514.00		8.20	148	301	300	1	
09 THU	1091.00		150.00					1241.00		1241.00		7.27	150	353	351	2	
10 FRI	842.00		350.00					1192.00		1192.00		6.68	126	342	333	9	
11 SAT	2097.00							2097.00		2097.00		7.82	268	534	518	16	
12 SUN	894.00							894.00		894.00		7.71	116	326	330	4-	
13 MON	1777.50							1777.50		1777.50		10.33	172	357	354	3	
14 TUE	1092.00							1092.00		1092.00		8.40	130	343	344	1-	
WEEK 2	9007.50		800.00					9807.50		9807.50		8.11	1110	2556	2530	26	
TOTALS	23257.50		2900.00					26157.50		26157.50		8.13	2860	6063	6006	57	
15 WED	1098.00							1098.00		1098.00		7.52	146	319	314	5	
16 THU	879.00		75.00					954.00		954.00		7.92	111	271	267	4	
17 FRI	1310.00		3000.00					4310.00		4310.00		7.12	184	367	360	7	
18 SAT	976.00							976.00		976.00		6.83	143	350	341	9	
19 SUN	1163.00							1163.00		1163.00		7.50	155	291	293	2-	
20 MON	396.00							396.00		396.00		7.33	54	182	178	4	
21 TUE	1075.00							1075.00		1075.00		7.85	137	262	261	1	
WEEK 3	6897.00		3075.00					9972.00		9972.00		7.42	930	2042	2014	28	
TOTALS	30154.50		5975.00					36129.50		36129.50		7.96	3790	8105	8020	85	
22 WED	873.00							873.00		873.00		8.01	109	259	254	5	
23 THU	707.00							707.00		707.00		6.93	102	247	241	6	
24 FRI	1081.00							1081.00		1081.00		7.67	141	315	302	13	
25 SAT	1783.00		75.00					1858.00		1858.00		8.53	209	378	368	10	
26 SUN	1533.00							1533.00		1533.00		8.07	190	333	332	1	
27 MON	803.00							803.00		803.00		7.30	110	236	236		
28 TUE	642.00							642.00		642.00		7.30	88	206	206		
WEEK 4	7422.00		75.00					7497.00		7497.00		7.82	949	1974	1939	35	
TOTALS	37576.50		6050.00					43626.50		43626.50		7.93	4739	10079	9959	120	
29 WED	1707.00							1707.00		1707.00		20.08	85	210	210		
30 THU	421.00		100.00					521.00		521.00		7.14	59	225	224	1	
WEEK 5	2128.00		100.00					2228.00		2228.00		14.78	144	435	434	1	
TOTALS	39704.50		6150.00					45854.50		45854.50		8.13	4883	10514	10393	121	
ADJUST																	
ADJTOT	39704.50		6150.00					45854.50		45854.50		8.13	4883	10514	10393	121	

AVERAGES FOR DAILY REVENUE AND TICKETS COLLECTED

WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5
2035.71	1286.79	985.29	1060.29	1064.00
495	360	286	275	217

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
2030.25	1272.88	952.00	1163.00	811.80	1137.25	2065.25
438	318	273	281	279	374	484

A

Exhibit B - Monthly Cash Flow Projections - 2003-04

	OCTOBER 2003	NOVEMBER 2003	DECEMBER 2003	JANUARY 2004	FEBRUARY 2004	MARCH 2004	APRIL 2004	MAY 2004	JUNE 2004	JULY 2004	AUG 2004	SEPT 2004	TOTAL
Beginning Balance (1)	$ 540,592	$ 536,745	$ 564,406	$ 290,404	$ 320,952	$ 371,907	$ 605,827	$ 623,393	$ 626,155	$ 333,089	$ 375,574	$ 430,660	$ 540,592
Operating Revenues	$ 20,034	$ 46,240	$ 60,810	$ 67,335	$ 76,117	$ 68,553	$ 44,464	$ 22,703	$ 37,897	$ 67,120	$ 74,705	$ 45,854	$ 631,832
Surplus Special Tax Rev.						$ 190,000							$ 190,000
Over all Cash Balance	$ 560,626	$ 582,985	$ 625,216	$ 357,739	$ 397,069	$ 630,460	$ 650,291	$ 646,096	$ 664,052	$ 400,209	$ 450,279	$ 476,514	$ 1,362,424
Expenses													
Operating Expenses	$ 23,881	$ 18,579	$ 28,656	$ 36,787	$ 25,162	$ 24,633	$ 26,898	$ 19,941	$ 24,807	$ 24,635	$ 19,619	$ 19,025	$ 292,623
Annual Bonds Service			$ 306,156						$ 306,156				$ 612,312
PADMA													$ -
Deferred Maintenance												$ -	$ -
Total Expenses	$ 23,881	$ 18,579	$ 334,812	$ 36,787	$ 25,162	$ 24,633	$ 26,898	$ 19,941	$ 330,963	$ 24,635	$ 19,619	$ 19,025	$ 904,935
Ending Balance	**$ 536,745**	**$ 564,406**	**$ 290,404**	**$ 320,952**	**$ 371,907**	**$ 605,827**	**$ 623,393**	**$ 626,155**	**$ 333,089**	**$ 375,574**	**$ 430,660**	**$ 457,489**	**$ 457,489**

(1) Includes the following:

Capitalized Interest	$ 359,013
M & O	$ 88,750
Revenue Fund	$ 92,829

B

Exhibit C - Monthly Cash Flow Projections - 2004-05

	OCTOBER 2004	NOVEMBER 2004	DECEMBER 2004	JANUARY 2005	FEBRUARY 2005	MARCH 2005	APRIL 2005	MAY 2005	JUNE 2005	JULY 2005	AUG 2005	SEPT 2005	TOTAL
Beginning Balance (1)	$ 457,489	$ 447,620	$ 583,751	$ 307,726	$ 344,857	$ 390,988	$ 430,119	$ 444,250	$ 437,381	$ 139,356	$ 176,487	$ 218,118	$ 457,489
Operating Revenues	$ 20,000	$ 46,000	$ 60,000	$ 67,000	$ 76,000	$ 69,000	$ 44,000	$ 23,000	$ 38,000	$ 67,000	$ 75,000	$ 45,000	$ 630,000
Surplus Special Tax Rev.		$ 120,000											$ 120,000
Over all Cash Balance	$ 477,489	$ 613,620	$ 643,751	$ 374,726	$ 420,857	$ 459,988	$ 474,119	$ 467,250	$ 475,381	$ 206,356	$ 251,487	$ 263,118	$ 1,207,489
Expenses													
Operating Expenses	$ 29,869	$ 29,869	$ 29,869	$ 29,869	$ 29,869	$ 29,869	$ 29,869	$ 29,869	$ 29,869	$ 29,869	$ 29,869	$ 29,869	$ 358,428
Annual Bonds Service			$ 306,156						$ 306,156				$ 612,312
Fiscal Agent Fees											$ 3,500		$ 3,500
Deferred Maintenance												$ 50,000	$ 50,000
Total Expenses	$ 29,869	$ 29,869	$ 336,025	$ 29,869	$ 29,869	$ 29,869	$ 29,869	$ 29,869	$ 336,025	$ 29,869	$ 33,369	$ 79,869	$ 1,024,240
Ending Balance	**$ 447,620**	**$ 583,751**	**$ 307,726**	**$ 344,857**	**$ 390,988**	**$ 430,119**	**$ 444,250**	**$ 437,381**	**$ 139,356**	**$ 176,487**	**$ 218,118**	**$ 183,249**	**$ 183,249**

(1) From Exhibit B.

Exhibit D - Monthly Cash Flow Projections - FY 2005-06

	OCTOBER 2005	NOVEMBER 2005	DECEMBER 2005	JANUARY 2006	FEBRUARY 2006	MARCH 2006	APRIL 2006	MAY 2006	JUNE 2006	JULY 2006	AUG 2006	SEPT 2006	TOTAL
Beginning Balance (1)	$ 183,249	$ 173,380	$ 309,511	$ (116,514)	$ (79,383)	$ (33,252)	$ 5,879	$ 20,010	$ 13,141	$ (281,697)	$(244,566)	$ (202,935)	$ 183,249
Operating Revenues	$ 20,000	$ 46,000	$ 60,000	$ 67,000	$ 76,000	$ 69,000	$ 44,000	$ 23,000	$ 38,000	$ 67,000	$ 75,000	$ 45,000	$ 630,000
Surplus Special Tax Rev.		$ 120,000											$ 120,000
Over all Cash Balance	$ 203,249	$ 339,380	$ 369,511	$ (49,514)	$ (3,383)	$ 35,748	$ 49,879	$ 43,010	$ 51,141	$ (214,697)	$(169,566)	$ (157,935)	$ 933,249
Expenses													
Operating Expenses	$ 29,869	$ 29,869	$ 29,869	$ 29,869	$ 29,869	$ 29,869	$ 29,869	$ 29,869	$ 29,869	$ 29,869	$ 29,869	$ 29,869	$ 358,428
Annual Bonds Service			$ 456,156						$ 302,969				$ 759,125
Fiscal Agenct Fees											$ 3,500		$ 3,500
Deferred Maintenance												$ 50,000	$ 50,000
Total Expenses	$ 29,869	$ 29,869	$ 486,025	$ 29,869	$ 29,869	$ 29,869	$ 29,869	$ 29,869	$ 332,838	$ 29,869	$ 33,369	$ 79,869	$1,171,053
Ending Balance	**$ 173,380**	**$ 309,511**	**$ (116,514)**	**$ (79,383)**	**$ (33,252)**	**$ 5,879**	**$ 20,010**	**$ 13,141**	**$ (281,697)**	**$ (244,566)**	**$(202,935)**	**$ (237,804)**	**$ (237,804)**

(1) From Exhibit C

D

Parking Citation Analysis
Fiscal Year 2003/04

Citations Written	SEPT 2003	OCT 2003	NOV 2003	DEC 2003	JAN 2004	FEB 2004	MARCH 2004	APRIL 2004	MAY 2004	JUNE 2004	JULY 2004	AUG 2004	SEPT 2004	TOTAL
Village Center Parking 18-72	92	48	124	174	81	116	300	163	103	92	162	172	282	**1,909**
No Parking Zones 16-36.1	5	12	72	81	42	39	36	26	18	47	18	2	10	**408**
Two Hour Parking 16-39.1	41	68	56	71	51	42	61	35	33	13	20	7	35	**533**
Facing Wrong Way 16-44	30	19	7	19	22	31	39	22	10	17	25	36	29	
Illegal Parking 16-38					1									
Pakring in Bus Zones 16-47					3		1							**4**
Total Per Month	**168**	**147**	**259**	**345**	**200**	**228**	**437**	**246**	**164**	**169**	**225**	**217**	**356**	**3,161**
Contested Tickets														
# of Dismissed Tickets	73	19	12	36	13	14	13	16	1	25	14	0	4	240
# of Tickets Upheld		30	14	23	67	35	36	51	13	13	18	43	45	388
Dismissed from Hearing	5	2	7	1	9	1	1	11	5	4	1	2	4	53
TOTAL REVENUES	**$(4,924)**	**$(6,952)**	**$(4,967)**	**$(3,833)**	**$(10,928)**	**$(6,578)**	**$(12,376)**	**$(12,147)**	**$(8,289)**	**$(5,613)**	**$(6,216)**	**$(5,350)**	**$(7,131)**	**$ (95,304)**
TOTAL EXPENSES	**$ 8,998**	**$ 8,580**	**$ 7,945**	**$ 8,764**	**$ 9,119**	**$ 7,876**	**$ 9,197**	**$ 9,146**	**$ 8,598**	**$ 8,254**	**$ 8,007**	**$ 7,928**	**$ 7,200**	**$ 109,612**

Updated October 14, 2004

16

SOUTH TAHOE REDEVELOPMENT AGENCY

Participating in Public-Private Partnerships
for a Better Future

STAFF REPORT
City of South Lake Tahoe City Council/Parking Authority
Meeting of October 19, 2004

TO: David M. Jinkens, City Manager/Executive Director

FROM: Eugene M. Palazzo, Redevelopment Manager

DATE: October 13, 2004

SUBJECT: Agreement with Fehr & Peers, Transportation Consultant to Complete Parking Garage Rate Fee Structure Analysis (not to exceed $17,500)

RECOMMENDED ACTION:

Direct City Manager/Executive Director to Execute Agreement with Fehr & Peers, Transportation Consultant to Complete Parking Garage Rate Fee Structure Analysis (not to exceed $17,500)

DISCUSSION:

Based on the current data available it is likely that the parking revenue bonds secured by revenues generated from the parking facility at Park Avenue will go into default no later than December 2005, and possibly as early as June 2005. Because of the existing revenue shortfall, the bond documents require the South Tahoe Parking Financing Authority to manage the garage according to the recommendations of a third party parking consultant.

On Monday, October 4, 2004, Staff met with the City Council Parking Garage Sub-Committee. Their direction was to hire a consultant as soon as possible and have recommendations available by the end of October. The main concern is setting rates for the winter and working with the theater group.

An informal solicitation to retain the services of a parking consultant was sent to three separate companies. The Scope of Services instructed the consultant to evaluate the current rate structure and operations and make recommendations.

1052 Tata Lane • South Lake Tahoe, CA 96150

General Information	Analyst	Manager	Fax
(530) 542-6016	(530) 542-7403	(530) 542-6044	(530) 542-4054

Two proposals were received and evaluated by staff. The company of Fehr & Peers Transportation Consultants has more experience in the Tahoe Basin and has an expert that performs rate analysis on parking structures. Fehr & Peers is a nationally recognized company that specializes in providing transportation planning and traffic engineering services to public and private sector clients. In the past four years they have completed more than 25 projects in the Tahoe Basin. In addition, over the same time period they have completed over 40 parking studies. For these reasons, staff is recommending Fehr & Peers. The second proposal came in lower; however Fehr & Peers has a more varied background that is complimentary to our needs and ability to complete the work in our time frame.

Policy requires a Professional Service Agreement to come before the City Council for approval and authorization allowing the City Manager to sign the Agreement with the consultant.

FISCAL IMPACT

Fehr & Peers can complete the analysis at a "time and material" cost not to exceed $17,500. This has been budgeted in the Parking Garage budget under Professional Services.

APPROVED:

Eugene M. Palazzo
Redevelopment Manager

David M. Jinkens
City Manager/Executive Director

Attachments

Exhibit A: Fehr & Peers Proposal

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 5th day of NOV, 2004, by and between the South Tahoe Joint Powers Parking Authority, (STJPPA) and Fehr & Peers, Transportation Consultant 's ("CONSULTANT").

RECITALS

A. CONSULTANT is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

B. CONSULTANT possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. STJPPA desires to retain CONSULTANT to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. CONSULTANT shall perform the services described in **Exhibit A** which is attached hereto and incorporated herein by reference. CONSULTANT shall provide said services at the time, place, and in the manner specified in **Exhibit A**, subject to the direction of STJPPA through its staff that it may provide from time to time. CONSULTANT shall have no power or authority by this Agreement to bind STJPPA in any respect.

2. Term /Time of Performance. The services by CONSULTANT are to commence upon the execution of this Agreement and shall continue until all authorized work is approved by STJPPA. All such work shall be completed no later than November 1, 2004. Time is of the essence, and failure of CONSULTANT to perform the services described in **Exhibit A** within the time limits set forth above shall constitute a material breach of this Agreement.

3. Compensation. Compensation to be paid to CONSULTANT shall be "time and material" cost not to exceed $17,500. Payment by STJPPA under this Agreement shall not be deemed a waiver of defects, even if such defects were known to STJPPA at the time of payment.

4. Method of Payment. CONSULTANT shall submit monthly billings to STJPPA describing the work performed during the preceding month. CONSULTANT'S bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. STJPPA shall pay CONSULTANT no later than thirty (30) days after approval of the monthly invoice by STJPPA staff. When payments made by STJPPA equal ninety percent (90%) of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by STJPPA.

CENTRAL RECORDS
FILE No.: 1047
C-79-04 / P-1-04

5. Extra Work. At any time during the term of this Agreement, STJPPA may request that CONSULTANT perform Extra Work. As used herein, "Extra Work" means any work which is determined by STJPPA to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. CONSULTANT shall not perform, nor be compensated for, Extra Work without written authorization from STJPPA.

6. Termination. This Agreement may be terminated by STJPPA or Consultant immediately for cause or without cause upon fifteen days' written notice of termination. Upon termination, CONSULTANT shall be entitled to compensation for services performed up to the effective date of termination, and STJPPA shall be entitled to all work performed to that date.

7. Ownership of Documents. All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for CONSULTANT, its officers, employees and agents and subcontractors in the course of implementing this Agreement, shall become the property of STJPPA upon payment to CONSULTANT for such work, and STJPPA shall have the sole right to use such materials in its discretion without further compensation to CONSULTANT or to any other party. CONSULTANT shall, at CONSULTANT'S expense, provide such reports, plans, studies, documents and other writings to STJPPA upon written request. All documents prepared by CONSULTANT are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of STJPPA.

South Tahoe Joint Powers Parking Authority (STJPPA) shall indemnify, defend and hold consultant harmless against any and all claims, loses, liabilities and costs (including reasonable attorney's fees) to the extent arising out of the use, on any other project, of documents, data or materials, including AutoCad documents, produced by Fehr & Peers, either electronically or in hard copy for the Heavenly Village Parking Study, or to the extent arising out of the modifications of such documents, data or materials by any party other than consultants.

8. CONSULTANT'S Books and Records.

a. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to STJPPA for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT for services provided pursuant to this Agreement.

b. CONSULTANT shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the STJPPA'S Manager, STJPPA'S Attorney, STJPPA'S Auditor or a designated representative of these officers. Copies of such documents shall be provided to STJPPA for inspection at STJPPA offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at CONSULTANT'S address indicated for receipt of notices in this Agreement.

d. Where STJPPA has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of CONSULTANT'S business, STJPPA may, by written request by any of the above-named officers, require that custody of the records be given to STJPPA and that the records and documents be maintained at STJPPA offices. Access to such records and documents shall be granted to any party authorized by CONSULTANT, CONSULTANT'S representatives, or CONSULTANT'S successor-in-interest.

9. Independent Contractor. It is understood that CONSULTANT, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of STJPPA. CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to STJPPA's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors or subcontractors hired or retained by CONSULTANT are employees, agents, contractors or subcontractors of CONSULTANT and not STJPPA.

10. Interest of CONSULTANT. CONSULTANT (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of CONSULTANT'S services hereunder. CONSULTANT further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

CONSULTANT is not a designated employee within the meaning of the Political Reform Act because CONSULTANT:

a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of STJPPA or of any STJPPA official, other than normal agreement monitoring; and,

b. possesses no authority with respect to any STJPPA decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)]

11. Professional Ability of CONSULTANT. STJPPA has relied upon the professional training and ability of CONSULTANT to perform the services hereunder as a material inducement to enter into this Agreement. CONSULTANT shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by CONSULTANT under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in CONSULTANT'S field of expertise. The primary provider of the services called for by this Agreement shall be Don Hubbard, who shall not be replaced without the written consent of STJPPA.

12. Compliance with Laws. CONSULTANT shall use the standard of care in its profession to comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations.

13. Licenses. CONSULTANT covenants and represents to STJPPA that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of CONSULTANT to practice its profession. CONSULTANT covenants and represents to STJPPA that CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of CONSULTANT to practice its profession. CONSULTANT shall maintain a South Lake Tahoe business license at all times services are performed under this Agreement. CONSULTANT acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

14. Indemnity. CONSULTANT hereby agrees to and shall defend, indemnify and hold harmless STJPPA, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of the negligent performance of this Agreement, except for any such claims arising out of the sole negligence or willful misconduct of the STJPPA, its boards, officers, agents, employees or volunteers.

STJPPA does not, and shall not, waive any rights against CONSULTANT which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by STJPPA, or the deposit with STJPPA by CONSULTANT, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by CONSULTANT shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid negligent operation of CONSULTANT or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

15. Insurance Requirements.

a. CONSULTANT, at CONSULTANT'S own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. CONSULTANT shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, CONSULTANT shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by STJPPA at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against STJPPA, its officers, agents, employees and volunteers for losses arising from work performed by CONSULTANT for STJPPA.

ii. General Liability Coverage. CONSULTANT shall maintain commercial general liability insurance in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from CONSULTANT or by its employees or subcontractors. The amount of this insurance shall not be less than One Million Dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. STJPPA, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance with respect to STJPPA, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by STJPPA, including any self-insured retention STJPPA may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against STJPPA, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to STJPPA, its elected or appointed officers, officials, employees, agents or volunteers.

vi. No policies of insurance carried by CONSULTANT shall be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice to the STJPPA Attorney by Certified Mail.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by STJPPA. At STJPPA's option, CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. CONSULTANT shall provide certificates of insurance with original endorsements to STJPPA as evidence of the insurance coverage required herein. CONSULTANT shall not commence work under this contract until all insurance required under this section has been approved by STJPPA as to form, amount and carrier, nor shall CONSULTANT allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to STJPPA:	STJPPA Manager STJPPA of South Lake Tahoe 1052 Tata Lane South Lake Tahoe, CA 96150
If to CONSULTANT:	Daniel Grayuski Principal, Nevada Operations 5370 Kietzke Lane, Suite 103 Reno, NV 89511

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between STJPPA and CONSULTANT. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

18. Amendments. This Agreement may be modified or amended only by a written document executed by both CONSULTANT and STJPPA and approved as to form by the STJPPA Attorney.

19. Assignment and Subcontracting. The parties recognize that a substantial inducement to STJPPA for entering into this Agreement is the professional reputation, experience and competence of CONSULTANT. Assignments of any or all rights, duties or obligations of the CONSULTANT under this Agreement will be permitted only with the express consent of STJPPA. CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of STJPPA. If STJPPA consents to such subcontract, CONSULTANT shall be fully responsible to STJPPA for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between STJPPA and subcontractor nor shall it create any obligation on the part of STJPPA to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

22. Dispute Resolution. Any dispute concerning this AGREEMENT will be first submitted to the STJPPA Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the STJPPA Council. The decision of the STJPPA Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

23. Arbitration. Judicial review, where available, shall be resolved by binding arbitration under the Judicial Arbitration Rules set forth in the California Code of Civil Procedures §1280 et seq. Unless otherwise agreed, Arbitration will take place in El Dorado County, California.

24. Attorneys Fees. In the event of any dispute, claim or litigation based upon or relating to the breach, default or enforcement of any of the provisions of this Agreement, the prevailing party in such dispute, claim or litigation shall be entitled to recover its reasonable attorney's fees, court costs, and expenses from the non-prevailing party.

25. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Unified Courts in the County of El Dorado, South Lake Tahoe Division.

26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

27. Authority to Enter Agreement. CONSULTANT has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

28. 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, STJPPA shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of STJPPA, during the term of his or her service with STJPPA, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

29. Equal Opportunity Employment. CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. 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. CONSULTANT shall also comply with all relevant provisions of STJPPA's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

STJPPA OF SOUTH LAKE TAHOE

By: _____
David Jinkens
City Manager

CONSULTANT

By: _____

CONSULTANT

Business License # in process

APPROVED AS TO FORM:

_____
Catherine L. DiCamillo, STJPPA Attorney

Attachments:

Exhibit A - Scope of Services
Exhibit B- Schedule of Charges

EXHIBIT A

SCOPE OF SERVICES

FEHR & PEERS
TRANSPORTATION CONSULTANTS

October 7, 2004

Mr. Eugene Palazzo
Redevelopment Manager
City of South Lake Tahoe Redevelopment Agency
1052 Tata Lane
South Lake Tahoe, CA 96150-6324

Re: Letter of Interest, Qualifications, and Fee Estimate for Parking Consulting Services – Heavenly Village Parking Garage Rate Fee Structure Analysis

Dear Mr. Palazzo:

Thank you for taking the time to discuss the referenced project with us during this past week. Fehr & Peers is interested in assisting the City of South Lake Tahoe Redevelopment Agency in performing the parking rate fee structure analysis.

Fehr & Peers specializes in providing transportation planning and traffic engineering services to public and private sector clients. We emphasize the development of creative, cost-effective, and results-oriented solutions to planning and design problems associated with all modes of transportation.

With a current staff of over 120 engineers, planners, and support personnel, we offer specialized expertise in the following areas:

- Parking Studies
- Travel Demand Forecasting
- Corridor Studies
- Transportation Master Plans
- Traffic Engineering Design
- Traffic Operations & Simulation
- Parking Structure Functional Design
- Land Use/Transportation Planning
- Fee Studies
- Bicycle/Pedestrian Planning and Design
- Circulation Studies
- Smart Growth Planning

We also have significant experience in the Tahoe Basin; thus, we understand Tahoe-specific transportation issues. In fact, during the past four years we have completed more than 25 projects in the Tahoe Basin. In addition, during that same time period we have completed over 40 parking studies.

Understanding of Project

Our understanding of the background of the study is that the Heavenly Village parking garage was financed through bonds that are to be repaid using revenues from parking fees. Revenues are currently running below pre-project estimates and there is some concern as to whether or not future revenues will sufficient to cover bond payments. The primary purpose of the study is to determine the potential for changes in the fee structure and/or other parking policies to increase future revenues beyond current estimates. In addition, the study seeks to identify operational improvements for the garage. The study needs to produce recommendations by November 1st so that the Redevelopment Agency can prepare their operations for the upcoming ski season.

Scope of Services
Exhibit "A"

5370 Kietzke Lane, Suite 103 Reno, NV 89511 (775) 826-3200 Fax (775) 826-3288
www.fehrandpeers.com

Proposed Approach

Our proposed approach will be to analyze the relationship between the four factors affecting parking revenues, namely:

- Parking Demand – The demand for parking spaces is a derived demand, meaning that it is a function of the demand for other types of goods and services in the area. This includes such things as gondola ridership, retail space, and occupancy of the condominium units.
- Parking Supply – The supply of parking spaces in Heavenly Village parking garage's market include the spaces in the garage itself, those in Raley Center, those in casinos within walking distance, on-street parking, and any other parking spaces within walking distance. These spaces need to be differentiated by walking distance from the site and by the allowable duration of parking.
- Parking Convenience – There are qualitative differences in parking spaces that go beyond mere distance from the ultimate goal. This includes such things as covered or not covered, lit versus dark, perceived security, likelihood of finding a space available, etc.
- Price – The price will affect peoples' willingness to use the garage. Discounts or indirect pricing (i.e. parking stamps) will influence how the user perceives the price.

The analysis will center on the fact that parking supply is essentially fixed while demand varies by time of day, day of week, and month of year. Convenience also changes, since factors such as weather and carrying awkward loads (ski equipment) will affect peoples' willingness to trade distance for cost savings. We will determine the revenue-maximizing fee by identifying periods of high and low demand, quantifying the relative scarcity of parking, and estimating the number of likely users at each price level.

As part of the analysis of convenience we will review the existing garage layout and provide comments related to operations, space layout, pedestrian circulation, parking and aisle dimensions, special purpose vehicle operations, general signing and markings, etc., and will identify potential operational improvements that will increase potential users' willingness to pay for parking.

Data Required

The data needed for this analysis mirrors the description of the analysis. The following pieces of data are needed:

- Parking Supply
  - 1992 Wilbur Smith Associates study which identifies parking spaces near the site
  - Information regarding on-site parking policies (reserved spaces, staff parking, times of operation, etc.)
  - Information regarding off-site parking policies (allowable duration, effectiveness of enforcement, times of operations, etc.)
  - Any additional information regarding changes in parking supply since the 1992 report
- Parking Demand
  - Average number of gondola users by month, divided into weekdays and weekend days
  - Average number of entry or lift tickets to Heavenly Ski Resort by month, divided into weekdays and weekend days (to determine the percentage using the gondola versus other entries)
  - Retail space in Heavenly Village that is open for business, averaged by month for weekdays and weekend days

- Marriott condominium units in use, averaged by month for weekdays and weekend days
- Expected ticket sales for the new cinema, averaged by month for weekdays and weekend days
- Any changes in retail space or condominium usage that is expected in the next two years

- Price
  - Information on the pricing structures used for the parking garage since its opening

- Parking Garage Usage
  - Information on the number of users, time of entry, and parking duration, averaged by month for weekdays and weekend days

- Off-Site Parking Usage
  - Any available information on the number of users, time of entry, and parking duration for nearby off-site parking places, averaged by month for weekdays and weekend days. This information may be available indirectly through traffic studies of casinos and the Raley Center

- Operations Functions/Internal Circulation
  - As-built parking garage final design plans

Given the very short time available for this study we have assumed that the Redevelopment Agency will be able to provide this information by Friday October 15th.

Schedule and Cost

In order to produce recommendations by November 1st we would need to have a kickoff meeting with the Redevelopment Agency, perform a brief field review of the site, and receive the data all by Friday October 15th. This would give us two weeks to perform the analysis. The product, which would be in the form of a technical memorandum or brief report, would be submitted on Monday November 1st.

We can complete this analysis a fixed-price basis for a cost of $17,500. This price assumes that only two meetings will be required; namely the kickoff meeting and a final meeting to present the results. Our attendance at additional meetings is considered additional work and would be billed on a time-and-materials basis per our current hourly billing rates, which are attached.

We appreciate the opportunity to submit this proposal. Thank you for your consideration and please call me with any questions or if you need additional information.

Sincerely,

FEHR & PEERS ASSOCIATES, INC.

Daniel Grayuski
Principal, Nevada Operations
P04-391-6

Donald Hubbard, P.E., AICP
Project Manager

Attachment: Current Hourly Billing Rates

FEHR & PEERS
TRANSPORTATION CONSULTANTS

FEHR & PEERS ASSOCIATES, INC.

Hourly Billing Rates

Classification	Hourly Rate		
Principal	$150.00	-	$210.00
Senior Associate	$145.00	-	$190.00
Associate	$125.00	-	$170.00
Senior Engineer/Planner	$100.00	-	$150.00
Engineer/Planner	$80.00	-	$125.00
Senior Technical Support	$80.00	-	$125.00
Administrative Support	$55.00	-	$90.00
Technician	$60.00	-	$95.00
Intern	$60.00	-	$70.00

Note: Reimbursable expenses are invoiced at cost plus 10% for handling including, *Personal auto mileage at IRS approved rate (37 ½ cents per mile as of July 04)*

The following reimbursable expenses are invoiced at cost:

Reproduction work at $.07 per sheet
Plotter / Computer use at $10 per hour
Communication Expense (Telephone, fax, E-mail, etc.)

PUBLIC HEARING A

PUBLIC HEARING

City of South Lake Tahoe

"making a positive difference now"

STAFF REPORT
FOR THE CITY COUNCIL MEETING OF OCTOBER 19, 2004

DATE: October 6, 2004

TO: David Jinkens, City Manager

FROM: MaryAnne Brand, Accountant

RE: Public Hearing: A Resolution of the City Council of the City of South Lake Tahoe Establishing a Schedule of Fees and Charges for City Services.

RECOMMENDED ACTIION:

Adopt Resolution.

ISSUE STATEMENT AND DISCUSSION:

Each year the City Council adopts a resolution that establishes annual fees and charges. The attached Master Fee Schedule for Fiscal Year 2004/2005 reflects a 1.2% increase based on CPI changes over the last twelve months. Fees bound either by MOU's, State code or City code did not change.

FISCAL IMPACT:

Fees are designed to charge the users for the actual cost of services received. Recovering the full cost of specific services allows the City to use general taxes to pay for services that cannot be charged to a specific user. It is important that fees are adjusted annually to reflect the actual cost of services.

MaryAnne Brand
MaryAnne Brand, Accountant

Christine Vuletich
Christine Vuletich, Finance Director

Approved by: David M. Jinkens
David Jinkens, City Manager

CITY OF SOUTH LAKE TAHOE

RESOLUTION NO. 2004-82

A RESOLUTION OF THE CITY OF SOUTH LAKE TAHOE ESTABLISHING A SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES

WHEREAS, the City of South Lake Tahoe has conducted an analysis of the costs of its services; and

WHEREAS, the City wishes to recover the costs of providing special services, such that general revenues are not diverted from general services to subsidize special services; and

WHEREAS, pursuant to Government Code Section 66016 and 66018, the specific fees to be charged for services must be adopted by the City Council by Resolution, after providing and holding a public hearing; and

WHEREAS, notice of public hearing has been provided per Government Code Section 6062a, oral and written presentations made and received, and the required public hearing held; and

WHEREAS, it is the intention of the City Council to charge the new fees starting October 1, 2004; and

NOW, THEREFORE, the City Council of the City of South Lake Tahoe RESOLVES, and ORDERS as follows:

ALL fees and charges as presented in the attached MASTER FEE SCHEDULE are hereby to be computed and applied by the various City departments.

PASSED AND ADOPTED by the City Council of the City of South Lake Tahoe on October 19, 2004 by the following votes:

AYES: Councilmembers DAVIS, LOVELL, BROWN, COLE & UPTON

NOES: Councilmembers _____

ABSENT: Councilmembers _____

ABSTAIN: Councilmembers _____

Tom Davis (Mayor)

ATTEST:

Susan Alessi (City Clerk)

CITY OF SOUTH LAKE TAHOE 19 65 CALIFORNIA

MASTER FEE SCHEDULE

10/01/04 – 9/30/05

(adopted 10/19/04)

CITY OF SOUTH LAKE TAHOE

RESOLUTION NO. 2004-82

A RESOLUTION OF THE CITY OF SOUTH LAKE TAHOE ESTABLISHING A SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES

WHEREAS, the City of South Lake Tahoe has conducted an analysis of the costs of its services; and

WHEREAS, the City wishes to recover the costs of providing special services, such that general revenues are not diverted from general services to subsidize special services; and

WHEREAS, pursuant to Government Code Section 66016 and 66018, the specific fees to be charged for services must be adopted by the City Council by Resolution, after providing and holding a public hearing; and

WHEREAS, notice of public hearing has been provided per Government Code Section 6062a, oral and written presentations made and received, and the required public hearing held; and

WHEREAS, it is the intention of the City Council to charge the new fees starting October 1, 2004; and

NOW, THEREFORE, the City Council of the City of South Lake Tahoe RESOLVES, and ORDERS as follows:

ALL fees and charges as presented in the attached MASTER FEE SCHEDULE are hereby to be computed and applied by the various City departments.

PASSED AND ADOPTED by the City Council of the City of South Lake Tahoe on October 19, 2004 by the following votes:

AYES: Councilmembers DAVIS, LOVELL, BROWN, COLE & UPTON

NOES: Councilmembers _____

ABSENT: Councilmembers _____

ABSTAIN: Councilmembers _____

Tom Davis (Mayor)

ATTEST:

Susan Alessi (City Clerk)

CITY OF SOUTH LAKE TAHOE 19 65 CALIFORNIA

CITY OF SOUTH LAKE TAHOE
Airport
Fee Summary

Fee Description	2003-04	2004-05 Adopted Fee
Terminal:		
Airline office, ticket counter and baggage waiting area	15.50 sq. ft.	
Ticket counter	22.00 sq. ft.	
Transport counter - for hire	37.50 line. ft.	
Gratuitous	37.50 line. ft.	
Auto rental counter space	22.00 sq. ft.	
Restaurant/Bar/Snack Bar	1,650 mo +7.5% gross catering income	
Games	50% income	
Drink machines	60% of $1	
Snack machines	40% of net	
Advertising, standard:		
Premium	120 sq. ft.	
Small frames	90 sq. ft.	
Standard	100 sq. ft.	
Carousel	150 mo.	
Phone equipped ad board	20% gross min/$1,200 yr.	
Advertising cubicle	200/25% whichever is greater	
"Paper" pick-up ads	$50/yr. per stand	
Other	negotiated	
Gift shop	17% gross exclude magazines; $14 sq. ft.	
Pay Phones	20% after line charge (long distance)	
Stamp vending/Mail collection	courtesy unless for profit	
Sky Cap	$5 per week/$250 per year	
Freight/Courier Services	$25 mo or 10% whichever is greater	
Rental of terminal space for special events	$100 min.- N/C for airport groups	
Non-Covered use of terminal	$100 min	
Commercial Filming	$300/day winter	
	$500/day summer	
	waived if City promotion	
Aviation Use of Airfield:		
Landing Fees:	Per 1,000# FAA certified gross landing	(> 6,000 lbs)
Scheduled Commercial	$3.20 per 1,000 #	–
Scheduled Seasonal	$3.70 per 1,000#	
Charter and Reno diverts	$3.70 per 1,000#	
Non- Commercial	included in flow fee	
Commercial Aircraft Parking:		
Commercial Ramp Use/Parking		
RON, commercial ramp	FBO Contract	
Fixed Base Operator:		
Land:		
paved or unpaved	.15 per sq. ft/yr	
for aviation facilities/operations	.15 per sq. ft/mo	
Fuel Farm	$4,289.80/mo.	

Landing fee collection	25% FBO/75% Airport
Charter/Air taxi operation	1.5% of gross
Aircraft repairs/maintenance	4% aircraft, 3% other
Rentals/Flight Instruction	3%
Food/Beverage/Pilot Merchandise	10%/10%/5%
Hangers:	
Airport owned - corporate No. Ramp	$840/mo + utilities
T-Hanger Complex	per contract with CPI adjustment
FBO Owned	25% of gross
Airport owned - t-sheds	50% to $100K 65% above
FBO Managed	$99 mo single/132/mo twin
Fuel Flow Fee:	
FBO Sales	.10 per gallon fuel, .15 gallon oil
Commercial	.10 gallon
Non-Fixed Based Operators Use:	
e.g. Mechanics, Instructors	7.5% of gross income
Other:	
Auto Parking - fee set by State	
Gratuitious transportation, ground	$500/company per year
Transport, taxi cabs	$24/vehicle per fiscal year

CITY OF SOUTH LAKE TAHOE
Building Department
Fee Summary

Fee Description	2003-04	2004-05 Adopted Fee
Building Code Appeal	$ 638	$ 646
Encroachment Permit:		
New Access Permit	82	$ 83
Maintenance And Repair Permit	57	$ 58
New Access Permit (existing dwelling/TRPA)	146	$ 148
Building Permit & Inspection:		$ -
Valuation at or under $2,800	56	$ 57
Valuation over $2,800	2%	2%
Building Plan Revision Checking	75	$ 76
Building Construction Time Extension	23	$ 23
Re-Inspection Service	82	$ 83
Stop Work (Work without Permit)	132	$ 134
Special Building Inspections	132	$ 134
Substandard Structure Inspection	77	$ 78
Excess Coverage Res. Mitig. Admin Fee	75	$ 75
Other Res. & Qualified Exempt Admin Fee	50	$ 50
Document Printing & Copying	.10/page	.10/page
Research/Documentation	hourly	hourly
TRPA Technology Fee		100

CITY OF SOUTH LAKE TAHOE
City Attorney
Fee Summary

Fee Description	2003-04	2004-05 Adopted Fee
Outside Legal Services, per hour	$ 131	$ 133

CITY OF SOUTH LAKE TAHOE
City Clerk
Fee Summary

Fee Description	2003-04	2004-05 Adopted Fee
City Council Appeals	$ 113	$ 115
Document Printing & Copying	0.10	.10/page
Document Research, Printing & Copying		hourly PR + .10/page
Document Fax transmit		$1.99/page + .99 addl pg
Copying Documents From Microfilm	0.25	$0.25
City Council Chamber Rentals	200	$ 200
Meeting Tape Duplication	19	$ 20
Video Meeting Tape Duplication	23	$ 25
Code Update Service:		
Initial Copy Of Code	143	$ 145
Annual Supplement	42	$ 45
Verbatim Transcript Service	79	hrly PR or actual outsource cost
Document Certification/Acknowledgement	32	$ 32
Notary Service	10	$ 10
Agenda Mailing Service	100	$ 100
Public Property Use Fee (for filming only)	563	$ 600

CITY OF SOUTH LAKE TAHOE
Engineering Department
Fee Summary

Fee Description	2003-04	2004-05 Adopted Fee
Street Vacation	$ 496	$ 502
Public Improvement Plan Check	116	$ 117
Public Improvement Inspection	293	$ 297
Private Improvement Plan Check	117	$ 118
Encroachment (Street Cut) Permit:		
Obstruction Permit	63	$ 64
Excavation Permit >25 Sq. Ft (fee is per hour)	69	$ 70
Excavation Permit <25 Sq. Ft	55	$ 90
Work In Caltrans Right Of Way	383	$ 388
Transportation Permit Review:		
Yearly Permit	90	$ 90
Single Permit	16	$ 16
Street Sweeping		
Spilled Load Clean-Up		
Certificate of Merge	377	$ 382

CITY OF SOUTH LAKE TAHOE
Finance Department
Fee Summary

Fee Description	2003-04	2004-05 Adopted Fee
New/Moved Business & Prof. Tax Admin Fee	$ 42	$ 42
Business Tax Renewal Processing	30	$ 30
Business License Master	116	$ 117
Business License Certificate (duplicate)	12	$ 12
Business License Report	20 + .25/page	20 + .25/page
Business License Labels	20 + .25/page	20 + .25/page
Business License by Date	20 + .25/page	20 + .25/page
Contractor Master List	39	$ 40
TOT Reports	4	$ 4
Delinquent Tax Analysis	40	$ 40
Motel Tax Master	40	$ 40
Returned Check (NSF) Processing	20	$ 20
Geobase Information Service	3	$ 3
Vacation Rental Permit - Initial application	75	$ 75
Vacation Rental Permit - Annual renewal fee	50	$ 50
Vacation Rental Permit - Change of ownership or property fee	75	$ 75
Vacation Rental Inspection fee	50	$ 50
Vacation Rental Permit Master report	40	$ 40
Vacation Rental Permit label report	20	$ 20
Vacation Rental Permit duplicate certificate	12	$ 12

City of South Lake Tahoe
Fire Department
Fee Summary

Fee Description	2003-04	2004-05 Adopted Fee
Emergency Medical Service:		
Basic Life Support	$ 149	$ 151
Fire Non-Emergency Response	208	$ 210
Hazardous Materials Clean-Up	208	$ 210
County Fire Services:		
Lake Valley Fire District Contract	10,000 plus CPI	10,000 plus CPI
Fallen Leaf Fire District Contract	3,500 plus CPI	3,500 plus CPI
Fire Code Enforcement Inspection:		
Second & Following Inspections	208	$210 / hr.
Pre-Fire Plan	0	
Sprinkler/Alarm Plan Check & Testing	0	
Plan Review	0	
Fire Hydrant Flow Test	85	$ 86
Witnessed Acceptance Test	85	$ 86
Fireworks Display	150	$ 152
Open Burn Permit (Slash)	85	$ 86
Fire Watch Service (Note 1)	actual costs	actual costs
Burn Permit	45	$ 46
Fire Incident Report Copy	17	$ 17
Wild land Fire Suppression Fee, per hour	208	$ 210
Structure Fire Suppression	500	$ 500
Emergency Assistance to Boats, per hour	208	$ 210

CITY OF SOUTH LAKE TAHOE
Parks and Recreation Department
Parks Division
Fee Summary

Fee Description	2003-04	2004-05 Adopted Fee
Bijou Golf Course:		
Nine Holes - Resident	$ 15	$ 15
Nine Holes - Non-Resident	18	$ 18
Eighteen Holes - Resident	24	$ 24
Eighteen Holes - Non Resident	29	$ 29
Twilight Rates - Resident	12	$ 12
Twilight Rates - Non Resident	15	$ 15
(10) Green Fee Pass - Resident	130	$ 130
(10) Green Fee Pass - Non Resident	160	$ 160
(20) Green Fee Pass - Resident	230	$ 230
(20) Green Fee Pass - Non Resident	290	$ 290
(10) Twilight Fee Pass - Resident	105	$ 105
(10) Twilight Fee Pass - Non Resident	130	$ 130
Senior Day - Resident	12	$ 12
Senior Day - Non Resident	12	$ 12
Club Rentals, Nine Holes	8.50	$ 8.50
Club Rentals, Eighteen Holes	5	$ 5
Pull Carts, Nine Holes	3	$ 3
Walker non-player	5	$ 5
Campground Charges:		
Campsite Fee (not including TOT)	18.18	$ 18.18
Extra Vehicle W/ Holding Tank	11	$ 11
Extra Vehicle No Holding Tank	4	$ 4
Extra Person	4	$ 4
Pets	1	$ 1
Reservation Fee	3.50	$ 3.50
Dump Fee	7	$ 7
Buses	10	$ 10
Hookups	8	$ 8
Security Fee	0	$1 per site/night
Boat Ramp:		
Parking Fee-Daily Use	5	$ 5
Day Use - Resident	13	$ 13
Day Use - Non Resident	13	$ 13
Commercial Day Use	35	$ 35
Annual Pass - Resident	100	$ 100
Annual Pass - Non-Resident	100	$ 100
Commercial Annual Pass	365	$ 365

CITY OF SOUTH LAKE TAHOE
Planning Department
Fee Summary

Fee Description	2003-04	2004-05 Adopted Fee
Allocations:		
Deposit - Building Permit - Per Unit	$ 1,000	1,000
Residential Permit Processing - Per Unit	338	342
Certificate of Compliance	84	85
Design Review:		
City Staff - Minor	114	115
City Staff - Major	1,216	1,231
City Staff - MOU	1,231	1,246
Planning Commission - MOU	1,459	1,477
Planning Commission	1,393	1,410
Fence Permits:		
Residential	55	56
Commercial	153	155
Plan Amendments (text or map):		
General Plan Amendment	2,908	2,943
Community Plan/Plan Area Statement Amendment	3,493	3,535
Permit Revisions:		
TRPA MOU Permit Revision	256	259
City Permit Revision	51	52
City Permit Extension	51	52
Home Occupation Permit	90	91
Lot Line Adjustment	165	382
Signs:		
Staff Review and Approval	168	170
Preparation of Sign Ordinance Computation	63	64
Political Sign Deposit	96	97
Special Use Permits:		
Conditional Use Permit - Zoning Administrator	1,227	1,242
Conditional Use Permit - Zoning Admin. MOU	1,828	1,850
Conditional Use Permit - Planning Commission	1,478	1,496
Conditional Use Permit - Planning Comm. MOU	1,863	1,885
Time Share Conversion Review	1,735	1,756

Temporary Use Permit	138	140	
Transfer of Land Rights:			
Transfer of Development Right in City - per unit	84	150	
Transfer of Development Right outside City - per unit	84	150	
Transfer of Unit of Use in City			
Transfer of Unit of Use to El Dorado County Per Unit	11,596	11,735	
Transfer of Land Coverage - less than 5,000 sq. ft.	84	150	
Transfer of Land Coverage - greater than 5,000 sq. ft.	84	150	
Variance:			
Administrative	616	623	
Public Hearing Process	886	897	
Plan Area Statement Letter	84	85	
Preparation of Labels for Public Hearing	126	128	
Abandoned Vehicle Abatement Recovery Fee	135	137	
Abandoned Vehicle Abatement Towing Fee	56	57	
Abandoned Vehicle Inspection Fee	65	66	
Code Enforcement Repeat Inspection Fee	65	66	
Environmental Documentation:			
Categorical Exemption	88	89	
Negative Declaration	2,177	2,203	
EIR/EIS	3,269	3,308	
Commercial Mitigation Fees & Qualified Exempt Admin]	50	51	
Pre-Application Scoping Conference	784	793	
Illegal Unit Review	780	789	
Annexation	hourly	hourly	
Planning Surcharge	10.00%	10.00%	
Community Plan Update	10.00%	10.00%	
General Plan Update	10.00%	10.00%	
Document Printing & Copying		.10/page	
Research/Documentation		hourly	
Loan subordination fee	200	202	
TRPA Technology fee		100	new

CITY OF SOUTH LAKE TAHOE
Police Department
Fee Summary

Fee Description	2003-04	2004-05 Adopted Fee
DUI Incident Response - Police & Fire	up to $1,000	up to $1,000
Special Business Regulation:		
Massage Parlor-New	172	174
Massage Parlor-Renewal	54	55
Massage Permit Masseuse - New	74	75
Massage Permit Masseuse - Renewal	28	28
Cabaret-New	247	250
Cabaret-Renewal	54	55
All Other Permits-New	180	182
All Other Permits-Renewal	90	91
ABC One Day Permit:		
School Resource Officer	contract	contract
Vehicle Code Enforcement	varies	varies
Parking Enforcement	varies	varies
Misdemeanor Booking	50	50
Fingerprinting	$10 per card	$10 per card
Live Scan Fingerprinting	$13 per entry	$13 per entry
Local Criminal History Letter	40	40
Local Criminal History Letter to verify accurac	25	25
Concealed Weapons Permits:		0
New License Applicant Processing Fee	113	114
License Renewal Processing Fee	28	28
Stored Vehicle Release	47	50
Impounded Vehicle Release	73	75
Special Police Service	hourly	hourly
Special Computer Or Statistical Research	24	24
Gov. Code Controlled Activities - Per Hour	24	24
Other Special Activities - Per Hour	hourly	hourly
Special Police Boat Services	hourly	hourly
Police False Alarm Response:		
1st & 2nd False Alarm	0	0

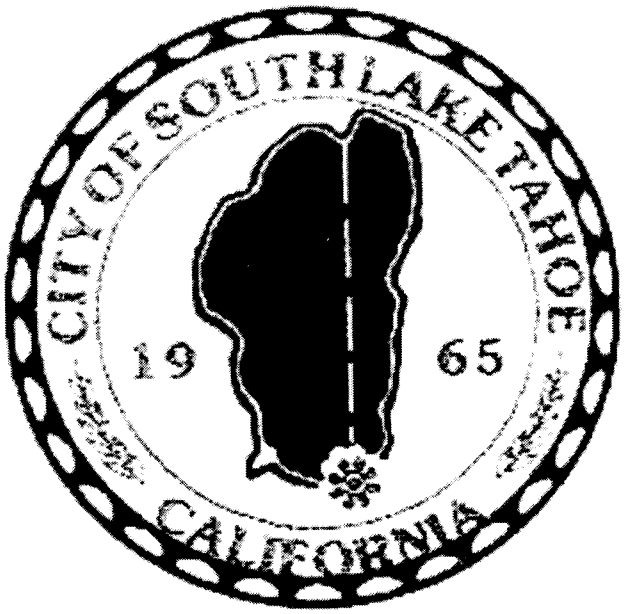
3rd False Alarm	45	46
4th False Alarm	123	124
5th False Alarm	168	170
6th False Alarm	208	210
7th False Alarm	247	250
Noise Disturbance Response Call-Back		
1st Response	0	0
2nd Response	min. $100, up to $500	min. $100, up to $500
Ski Run Vehicle Control	hourly	hourly
Police Report Copy	15	15
Tape Duplication Service:		
Audio Tape	90	91
Video Tape	47	48
Crime Scene/Police Photo Reproduction	$40+.40 rpt	$40+.40 rpt
Copy of Dispatch Event	8	8
Dispatch Service	agreement	agreement
Ambulance CSA Fee	agreement	agreement
Firearms safekeeping fee	actual costs	actual costs
911 Dispatch fee	-	per Resolution

CITY OF SOUTH LAKE TAHOE
Parks and Recreation Department
Recreation Division
Fee Summary

Fee Description	2003-04	2004-05 Adopted Fee
Recreation Facility Rental:		
Recreation Complex, Entire Facility	$ 125	$ 125
Ponderosa Room	40	40
Large Multi-Use Room, Senior Ctr	35	35
Cedar Room	25	25
Aspen Room	25	25
Douglas Fir Room	25	25
Activity Room, Senior Ctr	25	25
Conference Room, Senior Ctr	25	25
Arts & Crafts Room, Senior Ctr	25	25
Annex Meeting Room, Senior Ctr	15	15
Lounge, Senior Ctr	15	15
Kitchen, Senior Ctr & Rec Complex w/o rental	26	26
Kitchen, Senior Ctr & Rec Complex w/ rental	20	20
Art Building	40	40
Youth Sports Programs-New Youth B.Ball	13	13
Adult Ball field Usage - Hourly Rate	15	15
Adult Ball field Rental Field Preparation	22	22
Pre Season Practice-Softball League Teams	15	15
Private Adult Sports Field Lighting Usage	22	22
Weightlifting Room Usage:		
Adult	4.25	4.25
Youth	2.75	2.75
Permanently Disabled	3.25	3.25
Seniors	3.25	3.25
Weightlifting Room Resident Discount:		
Adult	3.25	3.25
Youth	1.75	1.75
Permanently Disabled	2.25	2.25
Seniors	2.25	2.25
Kid's Club Programs	5.00	5.00
Kindergarten Club	12.50	12.50
Minimum Day	10.00	10.00
Full Day/Holiday	20.00	20.00
Youth And Teen Programs - Dances	4.50	4.50
Camp Tadaka - Summer	20.00	20.00
Recreational Swimming:		
Adult	4.25	4.25
Youth	2.75	2.75
Permanently Disabled	3.25	3.25

Seniors	3.25	3.25
Aquatic Classes Resident Discount	$	-
Adult	3.25	3.25
Youth	1.75	1.75
Permanently Disabled	2.25	2.25
Seniors	2.25	2.25
Swimming Lessons	33.00	33.00
Pool Hourly Rental	40.00	40.00
Co-Sponsored Competitive Swim Team Support:		
40 Or More Participants	927.00	1,010.00
Less Than 40 Participants	0.00	0.00
Senior Citizen Recreation Programs	0.00	0.00
Picnic Shelter BBQ Rental		
Rec. Complex Group Picnic Area per 4 hours	82.00	82.00
Rotary Picnic Shelter per 4 hours	70.00	70.00
Multi-Purpose Game Court per 4 hours	70.00	70.00
Kiwanis Picnic Shelter per 4 hours	70.00	70.00
Horse Shoe Pits per 4 hours	52.00	52.00
Gazebo/Bandstand per 4 hours	62.00	62.00
Sand Volleyball Courts per 4 hours	62.00	62.00
Regan Beach West per 2 hours	100.00	100.00
Disc Golf Course - All Day	441.00	441.00
Skate Board Facility - All Day	441.00	441.00
Public Skating:		
Adults (18-55) - El Dorado County Resident	6.50	6.50
Adults (18-55) - Non Resident	7.50	7.50
Child (5 & under) inc. skate rental-Resident	5.00	5.00
Child (5 & under) inc. skate rental-Non Resident	6.00	6.00
Senior (55+) - Resident	5.50	5.50
Senior (55+) - Non Resident	6.50	6.50
Late (after 9 pm) - Resident	4.00	4.00
Late (after 9 pm) - Non Resident	5.00	5.00
Family Night (Adult, Youth, Senior) - Resident	4.00	4.00
Family Night (Adult, Youth, Senior) - Non Reside:	5.00	5.00
Child (under 5) inc. skate rental - Resident	4.00	4.00
Child (under 5) inc. skate rental - Non Resident	5.00	5.00
Skate rental	2.00	2.00

MASTER FEE SCHEDULE



2004/2005

CITY OF SOUTH LAKE TAHOE
Airport
Fee Summary

Fee Description	2003-04	2004-05 Proposed Fee
Terminal:		
Airline office, ticket counter and baggage waiting area	15.50 sq. ft.	
Ticket counter	22.00 sq. ft.	
Transport counter - for hire	37.50 line. ft.	
Gratuitous	37.50 line. ft.	
Auto rental counter space	22.00 sq. ft.	
Restaurant/Bar/Snack Bar	1,650 mo +7.5% gross catering income	
Games	50% income	
Drink machines	60% of $1	
Snack machines	40% of net	
Advertising, standard:		
Premium	120 sq. ft.	
Small frames	90 sq. ft.	
Standard	100 sq. ft.	
Carousel	150 mo.	
Phone equipped ad board	20% gross min/$1,200 yr.	
Advertising cubicle	200/25% whichever is greater	
"Paper" pick-up ads	$50/yr. per stand	
Other	negotiated	
Gift shop	17% gross exclude magazines; $14 sq. ft.	
Pay Phones	20% after line charge (long distance)	
Stamp vending/Mail collection	courtesy unless for profit	
Sky Cap	$5 per week/$250 per year	
Freight/Courier Services	$25 mo or 10% whichever is greater	
Rental of terminal space for special events	$100 min.- N/C for airport groups	
Non-Covered use of terminal	$100 min	
Commercial Filming	$300/day winter $500/day summer waived if City promotion	
Aviation Use of Airfield:		
Landing Fees:	Per 1,000# FAA certified gross landing	(> 6,000 lbs)
Scheduled Commercial	$3.20 per 1,000 #	–
Scheduled Seasonal	$3.70 per 1,000#	
Charter and Reno diverts	$3.70 per 1,000#	
Non- Commercial	included in flow fee	
Commercial Aircraft Parking:		
Commercial Ramp Use/Parking		
RON, commercial ramp	FBO Contract	
Fixed Base Operator:		
Land:		
paved or unpaved	.15 per sq. ft/yr	
for aviation facilities/operations	.15 per sq. ft/mo	
Fuel Farm	$4,289.80/mo.	

Fees are updated per Airport Commission and brought back to Council as necessary.

Landing fee collection	25% FBO/75% Airport
Charter/Air taxi operation	1.5% of gross
Aircraft repairs/maintenance	4% aircraft, 3% other
Rentals/Flight Instruction	3%
Food/Beverage/Pilot Merchandise	10%/10%/5%
Hangers:	
Airport owned - corporate No. Ramp	$840/mo + utilities
T-Hanger Complex	per contract with CPI adjustment
FBO Owned	25% of gross
Airport owned - t-sheds	50% to $100K 65% above
FBO Managed	$99 mo single/132/mo twin
Fuel Flow Fee:	
FBO Sales	.10 per gallon fuel, .15 gallon oil
Commercial	.10 gallon
Non-Fixed Based Operators Use:	
e.g. Mechanics, Instructors	7.5% of gross income
Other:	
Auto Parking - fee set by State	
Gratuitious transportation, ground	$500/company per year
Transport, taxi cabs	$24/vehicle per fiscal year

CITY OF SOUTH LAKE TAHOE
Building Department
Fee Summary

Fee Description	2003-04	2004-05 Proposed Fee
Building Code Appeal	$ 638	$ 646
Encroachment Permit:		
New Access Permit	82	$ 83
Maintenance And Repair Permit	57	$ 58
New Access Permit (existing dwelling/TRPA)	146	$ 148
Building Permit & Inspection:		$ -
Valuation at or under $2,800	56	$ 57
Valuation over $2,800	2%	2%
Building Plan Revision Checking	75	$ 76
Building Construction Time Extension	23	$ 23
Re-Inspection Service	82	$ 83
Stop Work (Work without Permit)	132	$ 134
Special Building Inspections	132	$ 134
Substandard Structure Inspection	77	$ 78
Excess Coverage Res. Mitig. Admin Fee	75	$ 75
Other Res. & Qualified Exempt Admin Fee	50	$ 50
Document Printing & Copying	.10/page	.10/page
Research/Documentation	hourly	hourly
TRPA Technology Fee		100

CITY OF SOUTH LAKE TAHOE
City Attorney
Fee Summary

Fee Description	2003-04	2004-05 Proposed Fee
Outside Legal Services, per hour	$ 131	$ 133

CITY OF SOUTH LAKE TAHOE
City Clerk
Fee Summary

Fee Description	2003-04	2004-05 Proposed Fee
City Council Appeals	$ 113	$ 115
Document Printing & Copying	0.10	.10/page
Document Research, Printing & Copying		hourly PR + .10/page
Document Fax transmit		$1.99/page + .99 addl pg
Copying Documents From Microfilm	0.25	$0.25
City Council Chamber Rentals	200	$ 200
Meeting Tape Duplication	19	$ 20
Video Meeting Tape Duplication	23	$ 25
Code Update Service:		
Initial Copy Of Code	143	$ 145
Annual Supplement	42	$ 45
Verbatim Transcript Service	79	hrly PR or actual outsource cost
Document Certification/Acknowledgement	32	$ 32
Notary Service	10	$ 10
Agenda Mailing Service	100	$ 100
Public Property Use Fee (for filming only)	563	$ 600

CITY OF SOUTH LAKE TAHOE
Engineering Department
Fee Summary

Fee Description	2003-04	2004-05 Proposed Fee
Street Vacation	$ 496	$ 502
Public Improvement Plan Check	116	$ 117
Public Improvement Inspection	293	$ 297
Private Improvement Plan Check	117	$ 118
Encroachment (Street Cut) Permit:		
Obstruction Permit	63	$ 64
Excavation Permit >25 Sq. Ft (fee is per hour)	69	$ 70
Excavation Permit <25 Sq. Ft	55	$ 90
Work In Caltrans Right Of Way	383	$ 388
Transportation Permit Review:		
Yearly Permit	90	$ 90
Single Permit	16	$ 16
Street Sweeping		
Spilled Load Clean-Up		
Certificate of Merge	377	$ 382

CITY OF SOUTH LAKE TAHOE
Finance Department
Fee Summary

Fee Description	2003-04	2004-05 Proposed Fee
New/Moved Business & Prof. Tax Admin Fee	$ 42	$ 42
Business Tax Renewal Processing	30	$ 30
Business License Master	116	$ 117
Business License Certificate (duplicate)	12	$ 12
Business License Report	20 + .25/page	20 + .25/page
Business License Labels	20 + .25/page	20 + .25/page
Business License by Date	20 + .25/page	20 + .25/page
Contractor Master List	39	$ 40
TOT Reports	4	$ 4
Delinquent Tax Analysis	40	$ 40
Motel Tax Master	40	$ 40
Returned Check (NSF) Processing	20	$ 20
Geobase Information Service	3	$ 3
Vacation Rental Permit - Initial application	75	$ 75
Vacation Rental Permit - Annual renewal fee	50	$ 50
Vacation Rental Permit - Change of ownership or property fee	75	$ 75
Vacation Rental Inspection fee	50	$ 50
Vacation Rental Permit Master report	40	$ 40
Vacation Rental Permit label report	20	$ 20
Vacation Rental Permit duplicate certificate	12	$ 12

City of South Lake Tahoe
Fire Department
Fee Summary

Fee Description	2003-04	2004-05 Proposed Fee
Emergency Medical Service:		
Basic Life Support	$ 149	$ 151
Fire Non-Emergency Response	208	$ 210
Hazardous Materials Clean-Up	208	$ 210
County Fire Services:		
Lake Valley Fire District Contract	10,000 plus CPI	10,000 plus CPI
Fallen Leaf Fire District Contract	3,500 plus CPI	3,500 plus CPI
Fire Code Enforcement Inspection:		
Second & Following Inspections	208	$210 / hr.
Pre-Fire Plan	0	
Sprinkler/Alarm Plan Check & Testing	0	
Plan Review	0	
Fire Hydrant Flow Test	85	$ 86
Witnessed Acceptance Test	85	$ 86
Fireworks Display	150	$ 152
Open Burn Permit (Slash)	85	$ 86
Fire Watch Service (Note 1)	actual costs	actual costs
Burn Permit	45	$ 46
Fire Incident Report Copy	17	$ 17
Wild land Fire Suppression Fee, per hour	208	$ 210
Structure Fire Suppression	500	$ 500
Emergency Assistance to Boats, per hour	208	$ 210

CITY OF SOUTH LAKE TAHOE
Parks and Recreation Department
Parks Division
Fee Summary

Fee Description	2003-04	2004-05 Proposed Fee
Bijou Golf Course:		
Nine Holes - Resident	$ 15	$ 15
Nine Holes - Non-Resident	18	$ 18
Eighteen Holes - Resident	24	$ 24
Eighteen Holes - Non Resident	29	$ 29
Twilight Rates - Resident	12	$ 12
Twilight Rates - Non Resident	15	$ 15
(10) Green Fee Pass - Resident	130	$ 130
(10) Green Fee Pass - Non Resident	160	$ 160
(20) Green Fee Pass - Resident	230	$ 230
(20) Green Fee Pass - Non Resident	290	$ 290
(10) Twilight Fee Pass - Resident	105	$ 105
(10) Twilight Fee Pass - Non Resident	130	$ 130
Senior Day - Resident	12	$ 12
Senior Day - Non Resident	12	$ 12
Club Rentals, Nine Holes	8.50	$ 8.50
Club Rentals, Eighteen Holes	5	$ 5
Pull Carts, Nine Holes	3	$ 3
Walker non-player	5	$ 5
Campground Charges:		
Campsite Fee (not including TOT)	18.18	$ 18.18
Extra Vehicle W/ Holding Tank	11	$ 11
Extra Vehicle No Holding Tank	4	$ 4
Extra Person	4	$ 4
Pets	1	$ 1
Reservation Fee	3.50	$ 3.50
Dump Fee	7	$ 7
Buses	10	$ 10
Hookups	8	$ 8
Security Fee	0	$1 per site/night
Boat Ramp:		
Parking Fee-Daily Use	5	$ 5
Day Use - Resident	13	$ 13
Day Use - Non Resident	13	$ 13
Commercial Day Use	35	$ 35
Annual Pass - Resident	100	$ 100
Annual Pass - Non-Resident	100	$ 100
Commercial Annual Pass	365	$ 365

CITY OF SOUTH LAKE TAHOE
Planning Department
Fee Summary

Fee Description	2003-04	2004-05 Proposed Fee
Allocations:		
Deposit - Building Permit - Per Unit	$ 1,000	1,000
Residential Permit Processing - Per Unit	338	342
Certificate of Compliance	84	85
Design Review:		
City Staff - Minor	114	115
City Staff - Major	1,216	1,231
City Staff - MOU	1,231	1,246
Planning Commission - MOU	1,459	1,477
Planning Commission	1,393	1,410
Fence Permits:		
Residential	55	56
Commercial	153	155
Plan Amendments (text or map):		
General Plan Amendment	2,908	2,943
Community Plan/Plan Area Statement Amendment	3,493	3,535
Permit Revisions:		
TRPA MOU Permit Revision	256	259
City Permit Revision	51	52
City Permit Extension	51	52
Home Occupation Permit	90	91
Lot Line Adjustment	165	382
Signs:		
Staff Review and Approval	168	170
Preparation of Sign Ordinance Computation	63	64
Political Sign Deposit	96	97
Special Use Permits:		
Conditional Use Permit - Zoning Administrator	1,227	1,242
Conditional Use Permit - Zoning Admin. MOU	1,828	1,850
Conditional Use Permit - Planning Commission	1,478	1,496
Conditional Use Permit - Planning Comm. MOU	1,863	1,885
Time Share Conversion Review	1,735	1,756

Temporary Use Permit	138	140	
Transfer of Land Rights:			
Transfer of Development Right in City - per unit	84	150	
Transfer of Development Right outside City - per unit	84	150	
Transfer of Unit of Use in City			
Transfer of Unit of Use to El Dorado County Per Unit	11,596	11,735	
Transfer of Land Coverage - less than 5,000 sq. ft.	84	150	
Transfer of Land Coverage - greater than 5,000 sq. ft.	84	150	
Variance:			
Administrative	616	623	
Public Hearing Process	886	897	
Plan Area Statement Letter	84	85	
Preparation of Labels for Public Hearing	126	128	
Abandoned Vehicle Abatement Recovery Fee	135	137	
Abandoned Vehicle Abatement Towing Fee	56	57	
Abandoned Vehicle Inspection Fee	65	66	
Code Enforcement Repeat Inspection Fee	65	66	
Environmental Documentation:			
Categorical Exemption	88	89	
Negative Declaration	2,177	2,203	
EIR/EIS	3,269	3,308	
Commercial Mitigation Fees & Qualified Exempt Admin]	50	51	
Pre-Application Scoping Conference	784	793	
Illegal Unit Review	780	789	
Annexation	hourly	hourly	
Planning Surcharge	10.00%	10.00%	
Community Plan Update	10.00%	10.00%	
General Plan Update	10.00%	10.00%	
Document Printing & Copying		.10/page	
Research/Documentation		hourly	
Loan subordination fee	200	202	
TRPA Technology fee		100	new

CITY OF SOUTH LAKE TAHOE
Police Department
Fee Summary

Fee Description	2003-04	2004-05 Proposed Fee
DUI Incident Response - Police & Fire	up to $1,000	up to $1,000
Special Business Regulation:		
Massage Parlor-New	172	174
Massage Parlor-Renewal	54	55
Massage Permit Masseuse - New	74	75
Massage Permit Masseuse - Renewal	28	28
Cabaret-New	247	250
Cabaret-Renewal	54	55
All Other Permits-New	180	182
All Other Permits-Renewal	90	91
ABC One Day Permit:		
School Resource Officer	contract	contract
Vehicle Code Enforcement	varies	varies
Parking Enforcement	varies	varies
Misdemeanor Booking	50	50
Fingerprinting	$10 per card	$10 per card
Live Scan Fingerprinting	$13 per entry	$13 per entry
Local Criminal History Letter	40	40
Local Criminal History Letter to verify accurac	25	25
Concealed Weapons Permits:		0
New License Applicant Processing Fee	113	114
License Renewal Processing Fee	28	28
Stored Vehicle Release	47	50
Impounded Vehicle Release	73	75
Special Police Service	hourly	hourly
Special Computer Or Statistical Research	24	24
Gov. Code Controlled Activities - Per Hour	24	24
Other Special Activities - Per Hour	hourly	hourly
Special Police Boat Services	hourly	hourly
Police False Alarm Response:		
1st & 2nd False Alarm	0	0

3rd False Alarm	45	46
4th False Alarm	123	124
5th False Alarm	168	170
6th False Alarm	208	210
7th False Alarm	247	250
Noise Disturbance Response Call-Back		
1st Response	0	0
2nd Response	min. $100, up to $500	min. $100, up to $500
Ski Run Vehicle Control	hourly	hourly
Police Report Copy	15	15
Tape Duplication Service:		
Audio Tape	90	91
Video Tape	47	48
Crime Scene/Police Photo Reproduction	$40+.40 rpt	$40+.40 rpt
Copy of Dispatch Event	8	8
Dispatch Service	agreement	agreement
Ambulance CSA Fee	agreement	agreement
Firearms safekeeping fee	actual costs	actual costs
911 Dispatch fee	-	per Resolution

CITY OF SOUTH LAKE TAHOE
Parks and Recreation Department
Recreation Division
Fee Summary

Fee Description	2003-04	2004-05 Proposed Fee
Recreation Facility Rental:		
Recreation Complex, Entire Facility	$ 125	$ 125
Ponderosa Room	40	40
Large Multi-Use Room, Senior Ctr	35	35
Cedar Room	25	25
Aspen Room	25	25
Douglas Fir Room	25	25
Activity Room, Senior Ctr	25	25
Conference Room, Senior Ctr	25	25
Arts & Crafts Room, Senior Ctr	25	25
Annex Meeting Room, Senior Ctr	15	15
Lounge, Senior Ctr	15	15
Kitchen, Senior Ctr & Rec Complex w/o rental	26	26
Kitchen, Senior Ctr & Rec Complex w/ rental	20	20
Art Building	40	40
Youth Sports Programs-New Youth B.Ball	13	13
Adult Ball field Usage - Hourly Rate	15	15
Adult Ball field Rental Field Preparation	22	22
Pre Season Practice-Softball League Teams	15	15
Private Adult Sports Field Lighting Usage	22	22
Weightlifting Room Usage:		
Adult	4.25	4.25
Youth	2.75	2.75
Permanently Disabled	3.25	3.25
Seniors	3.25	3.25
Weightlifting Room Resident Discount:		
Adult	3.25	3.25
Youth	1.75	1.75
Permanently Disabled	2.25	2.25
Seniors	2.25	2.25
Kid's Club Programs	5.00	5.00
Kindergarten Club	12.50	12.50
Minimum Day	10.00	10.00
Full Day/Holiday	20.00	20.00
Youth And Teen Programs - Dances	4.50	4.50
Camp Tadaka - Summer	20.00	20.00
Recreational Swimming:		
Adult	4.25	4.25
Youth	2.75	2.75
Permanently Disabled	3.25	3.25

Seniors	3.25	3.25
Aquatic Classes Resident Discount	$	-
Adult	3.25	3.25
Youth	1.75	1.75
Permanently Disabled	2.25	2.25
Seniors	2.25	2.25
Swimming Lessons	33.00	33.00
Pool Hourly Rental	40.00	40.00
Co-Sponsored Competitive Swim Team Support:		
40 Or More Participants	927.00	1,010.00
Less Than 40 Participants	0.00	0.00
Senior Citizen Recreation Programs	0.00	0.00
Picnic Shelter BBQ Rental		
Rec. Complex Group Picnic Area per 4 hours	82.00	82.00
Rotary Picnic Shelter per 4 hours	70.00	70.00
Multi-Purpose Game Court per 4 hours	70.00	70.00
Kiwanis Picnic Shelter per 4 hours	70.00	70.00
Horse Shoe Pits per 4 hours	52.00	52.00
Gazebo/Bandstand per 4 hours	62.00	62.00
Sand Volleyball Courts per 4 hours	62.00	62.00
Regan Beach West per 2 hours	100.00	100.00
Disc Golf Course - All Day	441.00	441.00
Skate Board Facility - All Day	441.00	441.00
Public Skating:		
Adults (18-55) - El Dorado County Resident	6.50	6.50
Adults (18-55) - Non Resident	7.50	7.50
Child (5 & under) inc. skate rental-Resident	5.00	5.00
Child (5 & under) inc. skate rental-Non Resident	6.00	6.00
Senior (55+) - Resident	5.50	5.50
Senior (55+) - Non Resident	6.50	6.50
Late (after 9 pm) - Resident	4.00	4.00
Late (after 9 pm) - Non Resident	5.00	5.00
Family Night (Adult, Youth, Senior) - Resident	4.00	4.00
Family Night (Adult, Youth, Senior) - Non Reside	5.00	5.00
Child (under 5) inc. skate rental - Resident	4.00	4.00
Child (under 5) inc. skate rental - Non Resident	5.00	5.00
Skate rental	2.00	2.00

Summary of fee changes

Building Department

TRPA Technology Fee	$100	new

City Clerk

Document fax transmit	$1.99/pg + .99 addl pg	new

Airport

updated all to agree with latest Airport Commission

Parks & Recreation/Rec. Div.

Security fee	$1 per site/night	new
Picnic Shelter rates changed to specify per 4 hours, not 1 hour	various	chg

Planning

TRPA Technology Fee	$100	new

Police

911 Dispatch fee	Council Resolution	new

Tahoe Daily Tribune

Proof and Statement of Publication

3079 Harrison Avenue,
South Lake Tahoe, CA 96150
Phone (775) 881-1201
Fax (775) 887-2408

Account Number: #03100582

City of South Lake Tahoe
City Clerk Attn: Susan Alessi
1052 Tata Lane
So. Lake Tahoe, CA. 96150

VICTORIA CRUMP says:
That (s)he is a legal clerk of the **TAHOE DAILY TRIBUNE**, a daily newspaper published at South Lake Tahoe, in the State of California.

Notice of Public Hearing
October 19, 2004 at 9:00 a.m.
2004/2005 Fiscal Year Master Fee Resolution
Ad# 0351554

of which a copy is hereto attached, was published in said newspaper for the full required period of **1 time** commencing on **October 8, 2004** and ending on **October 8, 2004**, all days inclusive.

Signed: Victoria Crump

STATEMENT:

Date	Amount	Credit	Balance
10/8/04	69.47		69.47

NOTICE OF PUBLIC HEARING CITY OF SOUTH LAKE TAHOE 2004/05 FISCAL YEAR MASTER FEE RESOLUTION

NOTICE IS HEREBY GIVEN that the City Council/South Tahoe Redevelopment Agency/South Tahoe Joint Powers Financing Authority/South Tahoe Joint Powers Parking Authority will conduct a PUBLIC HEARING on Tuesday, October 19, 2004 at 9:00 a.m. or as soon thereafter as possible, in the City Council Chambers, 1900 Lake Tahoe Blvd., South Lake Tahoe, CA.

THE PURPOSE OF THE PUBLIC HEARING WILL BE TO RECEIVE PUBLIC INPUT ON THE 2004/05 FISCAL YEAR PROPOSED RESOLUTION ADOPTING THE MASTER FEE SCHEDULE. ACTION IS ANTICIPATED TO BE TAKEN ON THIS ITEM BY THE CITY COUNCIL FOLLOWING PUBLIC INPUT.

All interested persons are invited to attend or to write their comments to the City Council in care of the City Clerk.

City Council/South Tahoe Redevelopment Agency/South Tahoe Joint Powers Financing Authority/South Tahoe Joint Powers Parking Authority agendas are available on the City Clerk's Web Page, attached to the City's Website at www.cityofslt.us. You may also pick up copies of the agenda and review the 2004/05 Proposed Master Fee Schedule prior to the meeting at the City Clerk's Office, located at the City Administrative Center, 1052 Tata Lane, South Lake Tahoe, California.

SusanAlessi
Susan Alessi, City Clerk
CITY OF SOUTH LAKE TAHOE
1052 Tata Lane
So. Lake Tahoe, CA 96150
(530) 542-6004

PUB: OCT 8, 2004
AD# 82502438

RECEIVED
OCT 13 2004
CITY CLERK'S OFFICE
CITY OF SOUTH LAKE TAHOE

PRESENTATION

PRESENTATION

INFORMATIONAL PRESENTATION:

(a) Presentation Regarding November 2, 2004 State of California Ballot Measure Proposition 1A – Protection of Local Government Revenues

THIS IS AN ORAL PRESENTATION ONLY

RESOLUTION NO. 2004-83

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH LAKE TAHOE SUPPORTING STATE PROPOSITION 1A ON THE NOVEMBER 2004 BALLOT

WHEREAS, Governor Schwarzenegger and city leaders of California are united in their joint commitment to restore the fiscal health of `California state and local governments; and

WHEREAS, during 2004 the Governor, Legislature and local officials throughout California worked in common cause for a historic Local Government Budget Agreement that provides additional short-term support to the state while providing long-term financial stability to both state and local governments. This agreement is embodied in **Proposition 1A** which appears on the November 2, 2004 statewide ballot; and

WHEREAS, long-term fiscal stability and reliability will ensure the ability of cities and counties to maintain important local services; and

WHEREAS, The League of California Cities urges its member cities to adopt resolutions of support for the Local Government Budget Agreement **(Proposition 1A**); and

WHEREAS, the passage of Proposition 1A will provide direct benefits to the people of South Lake Tahoe by protecting local revenues in the future from being taken by State government without special defined actions, assured repayment protections and timelines for repayment; and

WHEREAS, the City Council of the City of South Lake Tahoe recognizes the need to work in a common cause with Governor Schwarzenegger to reform the state and local fiscal relationship while also working to improve the fiscal health of both state and local governments.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of South Lake Tahoe declares its support for **Proposition 1A** and urges all City residents and the people of California to vote "yes" for this ballot measure.

PASSES AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SOUTH LAKE TAHOE AT A REGULAR MEETING ON OCTOBER 19, 2004 BY THE FOLLOWING VOTE:

AYES: DAVIS, LOVELL, BROWN, COLE & UPTON
NOES: _____
ABSENT: _____
ABSTAIN: _____

ATTEST:

SUSAN ALESSI, CITY CLERK

TOM DAVIS, MAYOR

CITY OF SOUTH LAKE TAHOE 19 65 CALIFORNIA

UNFINISHED BUSINESS

A

City of South Lake Tahoe

"making a positive difference now"

STAFF REPORT
CITY COUNCIL SPECIAL MEETING OF OCTOBER 19, 2004

Date: October 14, 2004

TO: Honorable Mayor and Council

FROM: City Manager

RE: **SOUTH LAKE TAHOE/LAKE VALLEY FIRE CONSOLIDATION – *Preliminary Assessment***

RECOMMENDATION:

1. Hear presentation by staff and Citygate professionals
2. Take public comment
3. Authorize City staff and consultants to pause in the consideration of fire service consolidation in order to obtain additional cost-related information necessary for policy makers to make a fully- informed decision on the issue of consolidation as recommended by Citygate.

ISSUE AND DISCUSSION:

The City Council approved a contract for services with Citygate Associates to "conduct a high level assessment of the feasibility of fire agency consolidation in the south Basin Area, to determine whether consolidation would provide cost stabilization while maintaining effective fire service."

Citygate professionals have completed a preliminary assessment that is attached for your information and review. The assessment raised a number of important questions and highlighted issues that need to be considered and addressed in advance of making any final decisions concerning consolidation. Citygate recommendations are contained on pages 13-14 of the report.

Lake Valley District officials and personnel have been cooperative in providing information to Citygate, and a copy of this report is being provided to District officials as it is being released to you.

Office of the City Manager · 1052 Tata Lane · South Lake Tahoe, California 96150-6324
City Manager · (530) 542-6045 · FAX (530) 542-4054

The report, in addition to discussion of consolidation issues, provides a good evaluation and assessment of resources available and used by our respective fire agencies.

The report highlights challenges facing both the District and City if policy makers wish to pursue total consolidation. The report does discuss the opportunities available to some functional consolidation issues.

Even under the most favorable circumstances and the resolution of outstanding challenges, consolidation would take from 24 to 72 months to achieve based on the experience of other fire agencies.

In addition to maintaining existing fire suppression and emergency medical services, the City Fire Department must be poised to implement an aggressive fire prevention program for all publicly and privately-owned lands in the City limits in conformance with the fire-safe plan recently presented to you by Chief Ron Coleman. The implementation of this program with the development of an effective educational and timely enforcement program will take informed fire leadership, skill, the full support of fire department personnel, and informed and creative fire management personnel. In these times of scarce resources and the ever present threat of fire, the value of fire prevention in our businesses and neighborhoods is an imperative we must pursue.

DAVID M. JINKENS

c: Chief Brian Schafer (w/attachment)

CITYGATE ASSOCIATES, LLC

■ FOLSOM (SACRAMENTO) MANAGEMENT CONSULTANTS ■

SOUTH LAKE TAHOE – LAKE VALLEY FIRE CONSOLIDATION STUDY PRELIMINARY ASSESSMENT

PREPARED FOR THE

CITY OF SOUTH LAKE TAHOE

OCTOBER 2004

■ 705 Gold Lake Drive, Suite 100 ■ Folsom, CA 95630
(916) 355-1385 or (800) 275-2764 ■ Fax: (916) 355-1390

CITYGATE ASSOCIATES, LLC
FIRE & EMERGENCY SERVICES

TABLE OF CONTENTS

Section *Page*

A. Synopsis **1**

B. Background **1**

C. Summary of Critical Issues **2**
Potential for Cost Savings from Full Consolidation 2
Fire Station Locations 2
Map #1 2
Map #2 2
Map #3 3
Map #4 3
Map #5 3
Map #6 3
Map #7 3
Map #8 3
Deployment and Map Analysis 3
Fire Management Staffing 4
Potential Added Retirement Costs 5
Cost of Retiree Medical Benefits 7

D. Other Important Issues **8**
Financing a Consolidated Fire Agency 8
Governance Arrangement for a Consolidated Fire Agency 10
Meet and Confer Requirements with Employees 10
Process Steps and Timelines 11

E. An Alternative: Less Than Full Consolidation **12**

F. Citygate's Recommendations **13**

Appendix

Appendix A: Map Atlas
Appendix B: MOU Differences Between South Lake Tahoe FD and Lake Valley FPD

CITY OF SOUTH LAKE TAHOE – LAKE VALLEY FIRE CONSOLIDATION STUDY

Preliminary Assessment of Consolidation Issues

A. SYNOPSIS

Citygate Associates, LLC was asked by the City of South Lake Tahoe to conduct a high level assessment of the feasibility of fire agency consolidation in the South Basin Area, to determine whether consolidation would provide cost stabilization while maintaining effective fire services. The principal focus of the evaluation is the potential for consolidation of the City of South Lake Tahoe and Lake Valley Fire Protection District fire services. Among the information and issues to be evaluated in this assessment are fire station locations and staffing, revenue sources, expenses and the potential for cost savings through consolidation, the major terms of labor agreements that might affect operations and/or costs in a consolidation, and governance structure issues.

From this initial assessment of key issues and information, Citygate was asked to make a preliminary assessment regarding whether consolidation would make sense for the affected fire service agencies.

While this interim report outlines Citygate's initial findings, during the research we have found several issues we believe require in-depth technical research and policy decisions by the City leadership team. Citygate feels it is in the best interests of the City to pause and review these issues early in the project, because the outcome of these issues is central to the question of whether a consolidation of fire service is advisable. After obtaining and evaluating the information bearing on these issues, the City can then choose to 1) either proceed with additional evaluation of the consolidation project or 2) stop the project after concluding the consolidation is not advisable in the near term. We believe that pausing to obtain and review information relative to the central issues and then choosing one of these two alternatives is the best use of the City funds committed to this research effort.

B. BACKGROUND

On July 22, 2004, Citygate project staff conducted project kick-off meetings with key City and District Personnel. We interviewed the Mayor, a Councilmember, City Manager, Fire Chief, Fire Command staff, finance and personnel staff, plus the leadership of the Firefighters Association. From Lake Valley FPD we interviewed the President of the Board, Fire Chief, Fire Command staff and Firefighters Association leadership. We also interviewed the Fire Chief and Command staff of the Tahoe-Douglas Fire Protection District to gain their perspective on consolidation of fire services in the southern basin area.

Citygate asked for and received a substantial quantity of background documents from the City and District covering fire administration, fiscal, personnel and area growth/change issues.

After reviewing the interview findings and the background material, the Citygate team met and developed a critical issues list. These issues were seen as possible major impediments to a successful consolidation. Citygate staff then conducted further research with subject matter experts in the areas of the Public Employees Retirement System (Cal-PERS), the El Dorado County Auditor Controller on tax re-allocation regarding the Educational Revenue Augmentation Fund (ERAF) and the Local Agency Formation Commission (LAFCO) on transferring City area to the Fire District issues.

This preliminary report highlights the critical issues and presents policy and further research questions to the City and District leadership teams that we feel should be evaluated by the City before proceeding further with this study.

C. SUMMARY OF CRITICAL ISSUES

Potential for Cost Savings from Full Consolidation

The two principal areas of cost savings in fire service consolidation are reduction in the number of fire stations and associated fire equipment and reduction in staff. Citygate found no opportunity for a reduction in the number of fire stations and minimal opportunity for staff reduction. These findings are discussed below.

Fire Station Locations

For a preliminary assessment of the effectiveness of current fire station locations and the opportunity for a reduction in the number of stations through consolidation of the City of South Lake Tahoe and the Lake Valley Fire Protection District, Citygate prepared several maps to show the current deployment system of the two departments. Each map will be described in order:

Map #1

At this stage of the preliminary study, Citygate has not yet obtained the type and locations of responses that occur in the Lake Valley area. This map does show where incidents occur in the City area. It is apparent that almost every area of the City in one year requires response services, as well as some responses by City units throughout the Lake Valley area.

Map #2

This map displays the sites that the Insurance Service Office (ISO) has deemed significant enough for risk exposure to send a field engineer to visit the building to determine underwriting criteria. These buildings are typically the larger commercial and industrial buildings in a city. In South Lake Tahoe, they are obviously clustered near Stateline and in Station 3's area. These clusters are important in that the "concentration" or overlap of fire companies must occur in these areas to ensure enough firefighters are delivered close enough together, to be effective on serious building fires. These locations need to be compared to later maps that show the 8-minute travel time for all units to arrive at serious fires.

Map #3

Displayed here is the 4-minute, first-due travel coverage for all single fire stations. As shown, the station locations are excellent and almost all developed areas receive 4-minute coverage **if** the station is adequately staffed, if at all.

Map #4

In a serious building fire, 12+ firefighters minimum plus one command chief are required on-scene within 10 minutes of the call being received in order to have a chance of keeping the fire from substantially destroying the building. One minute is spent in dispatch process and one minute is spent in notifying the crew and getting the unit rolling. Thus, the maximum travel time is 8-minutes. This map shows all the streets within 8-minute coverage of three stations minimum. Given the 2-person staffing of the engines, a serious fire requires all stations to respond, or Tahoe-Douglas to assist in the northern part of the City. It is apparent, again, that the station locations are good and that all developed areas can be covered by three or more of the stations within 8 travel minutes.

Map #5

This view is of the quantity of engines received at locations within 8 minutes. When compared to the ISO higher risk locations on Map #2, we can see that in the Stateline area, without Tahoe-Douglas, that only 1-4 engines are received within 8 minutes. This means that to assemble 12 plus firefighters in the Stateline area, two ambulances and or Tahoe-Douglas also must be dispatched to add to the 8 firefighters arriving on 4 engines.

Map #6

In this map, the colored polygon lines show the 4-minute coverage zones by fire department and how they overlap (or not) each other. Given the spread out nature of the two fire departments and the open space areas, there is only a little overlap in the Station 2/6 and 5/3 areas. There is not great enough overlap that one agency's station(s) could completely replace one of the other agencies.

Map #7

To further show any overlap areas for first-due coverage at 4-minutes, this map shows the 4-minute coverage zones by station area. The greatest overlap is provided by City Station #3. Due to the design of South Lake Tahoe, it cannot be covered by only two stations with a 4-minute drive time. Station #3 then provides core coverage and given only 2-person engine staffing, an additional two firefighters more quickly into the higher value areas of Station #1 and #3.

Map #8

For reference purposes, displayed in this map are the service areas of all Lake Tahoe Basin fire departments.

Deployment and Map Analysis

This brief review finds there is no opportunity for a consolidation to completely close one fire station to achieve staffing savings. Given the size of the joint area, road design and open spaces,

all the fire station locations are necessary. Additionally, with 2-person engine staffing, there are not enough firefighters on-duty even from both departments to handle serious building or wildland fires. Although the ambulances can also respond to fires, they cannot be depended on because EMS calls can occur at the same time or previous to a fire incident.

The City has decided, due to budget reductions, to drop minimum daily firefighter staffing from 11 to 10 per day, of which four are assigned on two ambulances. Lake Valley staffs 6 firefighters per day, two of which are on an ambulance. Lake Valley Station #5 is staffed part time with reserve firefighters. So even with City staffing of 10 plus Lake Valley's 6, there are only 16 personnel available, but six of those are assigned to ambulances. Yes, the personnel assigned to ambulances are cross-trained firefighter paramedics that can be used for firefighting, but the ambulances cannot be on a medical call when the fire occurs. Between the two departments, the ten firefighters not assigned to ambulances are not enough to handle a moderate to serious building fire should it occur when the ambulances are busy.

If the City staffing were to fall below ten and/or a City engine crew is closed, in the Citygate interviews, the Tahoe-Douglas Fire Chief stated that they would re-evaluate mutual aid responses into the Stateline area and consider stopping them if they felt they were subsidizing minimum fire protection in the city limits. Tahoe-Douglas staffs a minimum of 15 firefighters per day.

Additionally, the City reserve firefighter program has fallen into a low point with fewer volunteers. Lake Valley's volunteer program is better staffed, but as more homes convert to "second" home dwellings and more local residents leave the area or take jobs outside the area, the pressure will be on Lake Valley to maintain its reserves.

Finding: Given the above preliminary analysis, and not having completed a statistical analysis of prior incidents and response times, Citygate still believes at this point, that any consolidation effort will not produce viable station closures or line staffing reductions.

Fire Management Staffing

Assuming no changes in line staffing from a consolidation, then what are the opportunities in a consolidation to restructure the management staff and improve staff coordination of programs?

Currently, the City is authorized 4 Chief officer positions and Lake Valley 4 for a total of 8. Lake Valley has one Battalion Chief Position vacant waiting on the consolidation study outcome. For this preliminary report, without assessing all the needed staff functions, Citygate feels that a consolidated department would need at a minimum:

1 – Fire Chief

3 – Battalion Chiefs to supervise each line division

1 – Training Officer

1 – Fire Marshal

6 – Total

Thus, a consolidation *might* only save one Fire Chief and one Battalion Chief Position. It is very likely that the combined fire prevention duties of City commercial building growth and City/District vegetation management could require a fire inspector under the Fire Marshal.

It is doubtful that given the small number of firefighters transferred to the District in a consolidation, that the City would eliminate any support staff positions. The District using some county services, such as payroll, would be expected not to need additional civilian support positions in a consolidation. If this stayed true, then the only headquarters savings in a consolidation is one to two chief officer positions, offset by the possible addition of a fire inspector position for commercial properties and the wildland fuels reduction program.

There are further issues in the Battalion Chief staffing. Currently the City Battalion Chiefs are on a 56-hour schedule. Many departments using minimum chief officer staffing place the Battalion Chiefs on a 40-hour week and require they cover after-hours emergency calls from home. This provides more office time for management duties. At this point of the study, it has not been researched where these chiefs live and if it is even feasible based on lack of residency, to implement a 40-hr plan. Additionally, given the impacts of the snow season on travel time, the most effective *emergency services* option to ensure safe, effective command operations would be to leave the Battalion Chiefs on a 56-hour schedule based in a fire station.

If the three Battalion Chiefs remain on a 56-hour schedule in a consolidated department, then to get management programs facilitated and coordinated between the three line divisions, an Assistant Chief would be necessary. This position also would provide executive management coverage in the Fire Chief/s absence.

Should an Assistant Chief position be needed, then the chief officer count rises to seven, and the only position savings from a consolidation occur from one Chief of Department position. Even most of this savings will be lost if the agency found the need for a fire inspector, as seems highly likely.

Finding: There is little if any potential savings in management staffing from consolidation of the two fire agencies because of the need to add an Assistant Chief position and the probable addition of a fire inspector position. These added costs would offset the savings from eliminating on Fire Chief and one Department Chief position.

Potential Added Retirement Costs

Both the City of South Lake Tahoe and the Lake Valley Fire Protection District contract with the California Public Employees Retirement System (CalPERS) to provide retirement benefits to fire personnel. There are some relatively minor differences between the retirement benefits offered by each agency, with South Lake Tahoe having marginally better retirement benefits. If consolidation occurs and if all employees in the consolidation receive the enhanced benefits rather than some employees having benefits reduced, the result would be a slightly higher cost for Lake Valley. The exact amount can only be determined following negotiations with employees and an actuarial study by CalPERS.

The major source of potential retirement cost increase stems from other issues and would principally affect the City. In order to assist Citygate in its review of retirement plan cost issues, Citygate asked John Bartel of Bartel & Associates, a very experienced and respected private actuary used by many California government agencies to review CalPERS issues and retiree medical actuarial valuation studies, to review the City and Lake Valley employer retirement statements.

The City safety retirement plan contains both police and fire employees, even though there are two bargaining units with different retirement benefits. The police plan is more expensive to the City because the City police have the 3%@50 retirement benefit while fire personnel have 3%@55. Mr. Bartel observed that if the fire personnel were withdrawn from the City plan in a consolidation with Lake Valley, there would be a smaller base upon which to spread the cost of the police plan and a strong likelihood that the City's police retirement rate contribution will raise significantly. In order to determine whether this will be the case and the potential cost, a detailed actuarial valuation would need to be done.

A second issue reviewed by Mr. Bartel is the difference in funding status of the City and Lake Valley retirement plans.

The City plan is moderately well funded. On June 30, 2001, the City had excess funding of 5.7 percent and assets to liability ratio of 111 percent. On June 30, 2002, due mainly to investment losses at CalPERS or perhaps the change to better local benefits, the plan became under funded by 3.6 percent and had asset to liabilities ratio of 94 percent.

For Lake Valley, on June 30, 2001, they were .5 percent under funded and had a liability ratio of 95 percent. On June 30, 2002, their ratio had fallen to 82 percent. Besides system losses, this also could be due to one or more disability retirements. In a small plan, it only takes one or two disabilities to place pressure on employer rates.

By March 2004, Lake Valley's employer rate had risen from 19 percent to 23.4 percent. From 03/04 to 04/05 the City employer rate had risen from 4.3 percent to 23.9 percent. The major change in City rates is more of a system financing issue as the plan went from surplus funding to a negative ratio. However, the change in the Lake Valley rate is potentially more troublesome for the City in a consolidation. Lake Valley "fresh started" their plan in 2004/05. This keeps rates artificially low in the early years. The CalPERS system may have automatically done this with the change in Lake Valley retirement benefits to 3@55 (the same as the current City fire retirement plan) to give the District the lowest initial rates possible. However, this is like an interest only loan, with no "principal" being paid in the early years and larger payments due in the out years. For any jurisdiction, the issue is that a 30-year "fresh start" means that the plan negatively funds for 10 years, so that over time the unfunded liability increases. Therefore, while it is an even percentage to pay for ten years, then the real value must be paid over only 20 years instead of 30. The "bet" of agencies in this situation is to hope that in the out years CalPERS investment earnings or local revenue growth will pay for the increase. However, the district is "parcel locked" due to regional growth policies with only about 1,700 buildable parcels left, and can only grow tax assessment by re-evaluations, not thousands of new units.

The impact in a consolidation is that in a consolidated District CalPERS plan, the effect of the "loan" from the fresh start of the District retirement plan would provide a broader employee base upon which to amortize this "loan," in effect lowering the cost of District employees and raising the cost of City police employees.

Finding: There is a high likelihood that the City retirement costs will increase if fire personnel leave the City safety retirement plan in a consolidation because the more expensive police retirement plan costs will be spread over a smaller safety employee base at the City. Additionally, the cost of retirement for City fire personnel in a consolidation may increase due to the less favorable funding status of the Lake Valley retirement plan and the "fresh start" of the Lake Valley plan in

2004-05. Several detailed actuarial studies need to be done to provide a more definitive picture of the potential for cost increases to the City in a full consolidation of fire services. At a minimum, one study would reflect the "police only" cost to the City following consolidation and the second would reflect the new retirement rate for City and District fire personnel following consolidation. The potential cost of extending the City's higher retirement benefits to all consolidated fire service personnel should also be obtained in order to reflect any higher cost to the District.

Cost of Retiree Medical Benefits

The City and Lake Valley have two very different approaches to providing medical benefits to employees. The City is self-insured and pays medical premiums into its own self-insured plan, while Lake Valley provides employees with an "allowance" they can use to pay for their own medical insurance premiums. The cost to the two agencies is not significantly different, but the approach is very different and will require negotiations both between the City and the District and with fire personnel to resolve how these benefits will be provided in a consolidated fire agency.

The more critical cost issue is that the City then extends these self-insured medical benefits to City fire service retirees. The City pays all or a portion of the insurance premium depending upon the years of service a retiring fire service member has at the time of retirement. This benefit represents a long term cost obligation of the City, which the City does not fund in its entirety, but instead merely budgets and pays for the cost each year as the cost of retiree medical care occurs. However, in a consolidation of the City and District, the value of this benefit and the long term cost will need to be calculated for two reasons.

First, the City will likely retain the cost of providing medical benefits to fire personnel who have already retired, and so this represents a "fire service" cost that the City will retain and will need to fund, although it could continue to do so on a year-to-year basis just as it does now.

Second, the City fire personnel currently have the "retiree medical benefit" available to them upon retirement and neither the City nor the District can unilaterally take this away from them. If the current City fire employees carry this benefit with them into a consolidated agency, the long-term cost needs to be known because it will represent a cost being assumed by the consolidated fire agency. It also would be helpful to know the annual and long-term cost of the "retiree medical benefit" if it were extended to all employees of the consolidated agency, which is a possible outcome of negotiations with employees of both fire services that would need to precede consolidation.

Finding: Retiree medical benefits represent an on-going annual cost to the City even after consolidation and they represent a potential cost to the consolidated fire agency. These costs need to be quantified prior to further discussions regarding consolidation, because they could be a new cost to Lake Valley, either through funding only the benefits for the City employees or from extending the benefits to all employees. The City should determine these costs at this juncture of the fire consolidation study by using a firm such as Bartel and Associates.

D. OTHER IMPORTANT ISSUES

Several other issues have surfaced in our research that need to be brought to the attention of the City, because they represent potential difficulties in concluding a consolidation of the City and Lake Valley Fire Protection District. Each issue is a subject that will require negotiation and compromise by both agencies in order to accomplish a consolidation. While an agreement might be reached on all of them, failure to agree on any one of them would be a bar to consolidation.

Financing a Consolidated Fire Agency

Presently the Lake Valley Fire Protection District is financed principally with Property Tax revenue. Because they are a fire district spanning two counties, they are exempt from the ERAF shift that would require them to send a portion of their property tax revenue to the schools. This accounts for about 20 percent of their property tax revenue. This ERAF shift exemption can be changed at any time by the State Legislature; and in fact, there was active discussion this past year of abolishing the exemption as part of the "budget package." There are only a relatively small number of districts that qualify for the exemption. Even if the ballot measure passes this November protecting local government revenue, it is not clear that the exemption would be protected by the language of that law.

If the City and Lake Valley consolidate, the District has been clear that the City would need to merge its territory into the District, in order that the District remains as an entity exempt from ERAF. District representatives have said that the City would then need to provide the District with a revenue source that would grow adequately over time so that the City territory would wholly fund the cost of fire service to the City and not require the District to supplement or subsidize the cost of that service. This would require the City to either cede a portion of its Property Tax allocation to the District or enter into a permanent binding contract that the City would pay the District annually a sum equal to the District's estimate of the cost of City fire service.

On first examination, it seems most cost effective for the City to cede a portion of its Property Tax allocation to the District under the assumption that the City portion of the Property Tax would then also be subject to the ERAF exemption, since it would now belong to the District. In researching whether the ERAF exemption, described above, would extend to include City territory if it is absorbed into the District, the District refers to an opinion issued by the County of Sacramento, County Counsel regarding a re-organization of two *fire districts* and a private Sacramento area law firm opinion on this same district to district re-organization. To date, Citygate has not found a multi-county ERAF exemption involving absorption of city territory by a district with or without the absorption resulting in an ERAF exemption. Given the small number of districts with this exemption, it is not surprising this issue has not surfaced before. However, there are several issues regarding ERAF that are well understood:

1. The legislature controls ERAF exemptions and they can be changed by the State Legislature year-to-year.
2. The continuance of the multi-county exemption is debated every year. This year at the California Fire Chiefs legislative conference, it was placed on the "first to cut" list with the legislature and governor's office during fiscal re-structuring talks. This is because the exemption benefits very few and is seen by some people as an unfair loophole to ERAF.

3. The county auditor-controllers can grant the exemption, but the state audits and can demand the exemption be reversed. There is no state "clearing house" on this issue in California, so there is no simple way to apply for and be guaranteed an exemption which will not be reversed by a state audit of the county's property tax allocation practices.

Therefore, Citygate spoke with Joe Harn, the El Dorado County Auditor-Controller, who said that the City would need to decide how much property tax they will shift to the District if the City merged its territory *into* the District. He would then get an opinion from the County Counsel regarding where the ERAF shift exemption applies to the new property tax being added to the District. If he decided the shift exemption applied, then he would do it, but every five years the state comes in and audits the ERAF shift and so he would send certified letters to the two agencies telling them that they are at risk of losing the ERAF shift exemption, even if initially granted. He says that the state is getting far more aggressive about going after the ERAF shift and he would expect the City and District to wind up in court with the state over this if he approves the shift exemption.

He also thinks there is a possibility that the City's ERAF obligation would not be reduced and that the obligation would remain with the City and so the City would have to shift as if it were receiving all of the property tax instead of having given some to the District. Again, this is not a legal opinion but his thought about how the state controller would treat this when they came in. He also reminded Citygate that the shift exemption can be changed any time by the legislature and so the shift exemption may not be around forever.

Thus, we have a governance design preference by the District to preserve their exemption, and a hope by the District of "additional" revenue to the district from future City valuation increases. Citygate feels this concept is very uncertain at best. The shift of property tax from the City to the District would have to be negotiated and approved, with a written warning from the county auditor-controller that the ERAF shift exemption may be invalidated by the state. If the tax shift included an ERAF exemption that affects the schools, there is the possibility that the schools could bring a reversal suit in court even before a state audit or a legislative change affects the exemption.

Both City and District officials have told Citygate that their current revenues are only marginally adequate for their expenses during the economic downturn. Both parties will probably face continuing increases in retirement and health benefit expenses. Depending on the form of consolidation, benefit expenses could additionally increase. Thus, Citygate feels that to balance a consolidation on a less than solid ERAF shift is dangerous to both parties' long-term fiscal responsibilities, especially since the ERAF shift exemption only represents about 20 percent of any property tax that would be shifted from the City to the District.

Much more critical to the City and the District than the long term viability of an ERAF shift exemption is the question of how much property tax the City will shift to the District and what the formula would be. Would the City simply shift a fixed percentage to the District and let any associated increase in assessed valuation accrue to the District? Would this satisfy the stated desire of some District personnel to have a formula that guarantees the revenue from the City will fully cover the cost each year of providing fire service to the City? Would the City instead have to guarantee that they would shift a different percentage of property tax to the District each year to insure that the percentage generated the revenue needed by the District to cover City fire

protection costs? These are policy issues that the City and District should address before deciding to consolidate.

Governance Arrangement for a Consolidated Fire Agency

The Lake Valley Fire Protection District preference, based on interviews with some of its representatives, is for the District to be the surviving entity and for the City to merge into the District. This means that the City would be out of the fire service business and the District, and its governing Board, would make decisions regarding service levels and priorities for both the City and current District territory.

Given an expansion of the District to absorb the City territory, the District knows it must consider whether to expand the Board to include City representation. However, it has not been discussed as to how many members would be on an expanded Board and if they would be elected at-large, by sub-areas or be City Council members appointed to join the current Lake Valley Board members on an expanded Board. Nor has any work been done on voting representation and apportionment of joint decisions. The City then would have a partial say, but could lose some control over the cost or type of services provided, such as the level of fire prevention service within the City, without detailed negotiation on such services.

This design of an expanded District is understood by some of the interviewed District people to mean that the current District policies and procedures would govern the way a consolidated District operates. This could be construed to mean that the consolidation is not a negotiated merger, but rather the City quitting fire services and transferring over the employees with the City employees having little or no say. While this "one entity takes over another" approach has been used in fire department consolidations, it is usually only successful where a very large agency assumes control of a very small one. Where size is roughly equal, a negotiated merger with both sets of elected officials and employees being involved and coming to consensus has a much higher success rate.

The issue of governance and the details regarding how governance will occur, like the issue of "financing the consolidated agency," needs to be discussed and resolved before deciding to consolidate, since governance directly affects who decides what fire service will be delivered within the City and when and how such service might be reduced in the event of an economic downturn that adversely affects property tax revenue.

Meet and Confer Requirements with Employees

State law requires an agency such as the City and the District, to meet and confer with employees prior to a change in wages, hours or working conditions. This requirement is most clear when there is a Memorandum of Understanding (MOU) and adopted Personnel Rules that set out the wages, hours and working conditions. Both the City and the District must meet this requirement prior to making the decision to consolidate, since consolidation will affect the wages, hours and working conditions of both City and District fire service personnel.

There are a number of differences between the City and the District, so that any consolidation will likely mean a change for the employees when they merge into a single MOU and come under a single set of Personnel Rules. While many of the differences may appear to be small, a

change can mean more or less income for the employees and more or less flexibility in their working conditions.

Appendix B to this interim report outlines the principal differences, which include not only different retirement and health benefits, but also a difference in the way overtime is calculated, the availability of Long Term Disability Insurance and Life Insurance for employees, the number of salary steps and the base pay for employees, amount of uniform allowance provided to employees, and the amount of vacation and sick leave. If negotiations over these issues result in the employees receiving the "highest" benefit in each category, there will be a cost increase to both agencies in consolidation. Without such an approach, the employees would have to be convinced to compromise and take a reduction in benefits in some areas listed in Exhibit I. Prior to deciding whether to consolidate, both agencies need to meet and confer with employees to determine whether or not a resolution of these issues can be reached and if such a resolution will increase the cost of fire service.

Process Steps and Timelines

While it is common sense to try to achieve better effectiveness and economies of scale from a consolidation of two smaller, co-located fire agencies, there are many serious fiscal uncertainties at this point in time for these two agencies. A consolidation before all the fiscal variables are known could actually produce a negative funding impact on the partners.

Citygate believes that there are research steps the partners need to take to identify the actual governance model and benefit structures. Once these elements are known, then Citygate or agency staffs can cost out the impacts of a consolidation.

In Citygate's opinion, the following steps should be pursued in the order given, since the early steps, should they prove to be fiscally expensive or politically unacceptable, would make the consolidation untenable and thus later study steps are unnecessary:

1. Request a PERS actuarial for the consolidation of City firefighters into Lake Valley and the resulting impact on City safety police costs and an actuarial study of the cost of retiree medical benefits. If these studies reflect a cost increase for one or both agencies, consider whether to proceed further with consideration of consolidation.
2. Both agencies determine if they can afford to risk acquiring and then losing an ERAF shift exemption, and if so, determine the amount of City property tax used to fund City fire services and use that information to request an ERAF Legal opinion from the County.
3. Agree politically on a governance model and simultaneously:
    a. Hold a closed session to develop joint meet and confer guidelines for negotiations with employees on the difference in employee benefits.
    b. Open Meet and Confer with employee groups to determine if agreement can be reached.
4. Reconvene a final consolidation study after actuarial studies and benefit levels are completed so an actual fiscal model can be built to allow final cost/benefit decision making.

5. If the final cost, governance and services model are jointly approved, apply to LAFCO for approval to expand the Lake Valley Fire District.

The initial steps of acquiring and understanding the CalPERS actuarial valuation could take up to 90 days at this time of the year. Then the remaining steps could easily take three to 18 months. In total from October 2004, a reasonable final study timeline is 12 to 24 months.

Then, after the actual legal consolidation occurs, all the technical issues in blending the agencies such as moving employees to one payroll and MOU must actually occur. In Citygate's prior experience, the implementation phase can take another 12 to 48 months depending on the complexity of the issues and the willingness of the parties to make the consolidation work.

There is no such thing as a quick, painless and low work consolidation. Those consolidations in California that were done improperly have failed and the agencies have reverted to their prior organizational structures.

The goal for the City and Lake Valley should be to look at consolidation as a long-term plan to control cost increases while maintaining or improving services. Consolidation is not a short term, quick fix for fiscal problems. Even with the assistance of a firm such as Citygate, consolidation will be a substantial amount of work for each agency. It will be important for the City to have a staff person very familiar with fire issues to represent the City and be available a substantial amount of time in order to provide leadership and work on behalf of the City within the City organization.

Filling the City's Fire Chief vacancy will provide the City with the most knowledgeable representation and assistance over the coming many months. The consolidation process, even if successful, is of such long duration that the City should be able to attract well-qualified candidates for the Fire Chief position. Additionally, the City needs to start implementing its fire safe community's fuel reduction plan. Along with the commercial building growth in the re-development area, the City needs a Fire Chief to design and implement important fire prevention issues.

E. AN ALTERNATIVE: LESS THAN FULL CONSOLIDATION

If the present fire service level is to be maintained, the full consolidation of the two fire service agencies will not result in more than a possibly marginal dollar savings in staff costs and no change or cost reduction in the location and number of fire stations. In addition, consolidation raises the very real possibility that CalPERS retirement costs will rise for both agencies, along with the costs associated with merging two different personnel systems and associated employee pay and benefit programs. Last, but not least, a satisfactory resolution of how to govern the consolidated agency is critical to insure appropriate input by City residents/elected officials in the level of fire service delivered to City residents.

Citygate has recommended that the City obtain actuarial studies to address the question of CalPERS retirement costs and the long-term impact of retiree medical benefits on a consolidation. If either of these issues represents a significant cost hurdle to consolidation, then the City may want to decide at that point to abandon the idea of a full consolidation before even addressing the remaining issues.

However, even if a full consolidation proves not to be advisable as a result of retirement costs or the issues of combining personnel systems and resolving governance issues, there are alternatives.

In our interviews, a number of City and District representatives praised the success of the consolidated ambulance program and suggested other areas for operational cooperation. These include

- Fire prevention, especially on wildland area fuel reduction programs
- Training
- Reserves and Volunteer Program
- Sharing of Equipment
- Refining the Automatic Aid Arrangements

Areas of cooperation and joint working agreements could result in both agencies receiving some of the benefits of consolidation without the costs and governance difficulties. Therefore, while consolidation remains as a worthwhile goal, the lack of savings from consolidation and the potential for increased costs may cause both the City and the District to consider turning their attention to more targeted cooperative arrangements. In the future, as the California local government financing climate stabilizes and perhaps the two agencies personnel costs come closer together, full consolidation can be re-evaluated.

F. CITYGATE'S RECOMMENDATIONS

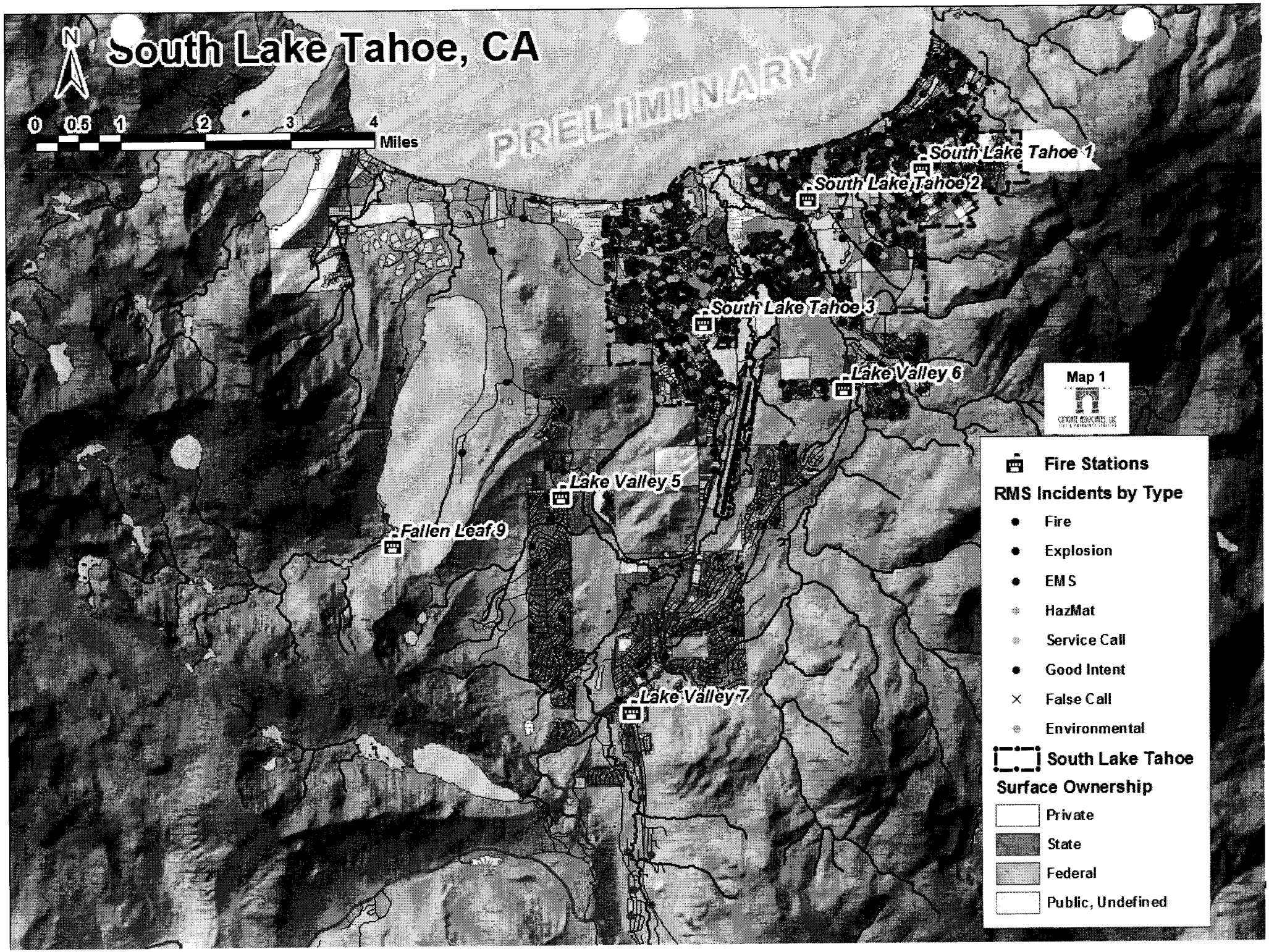
Citygate recommends:

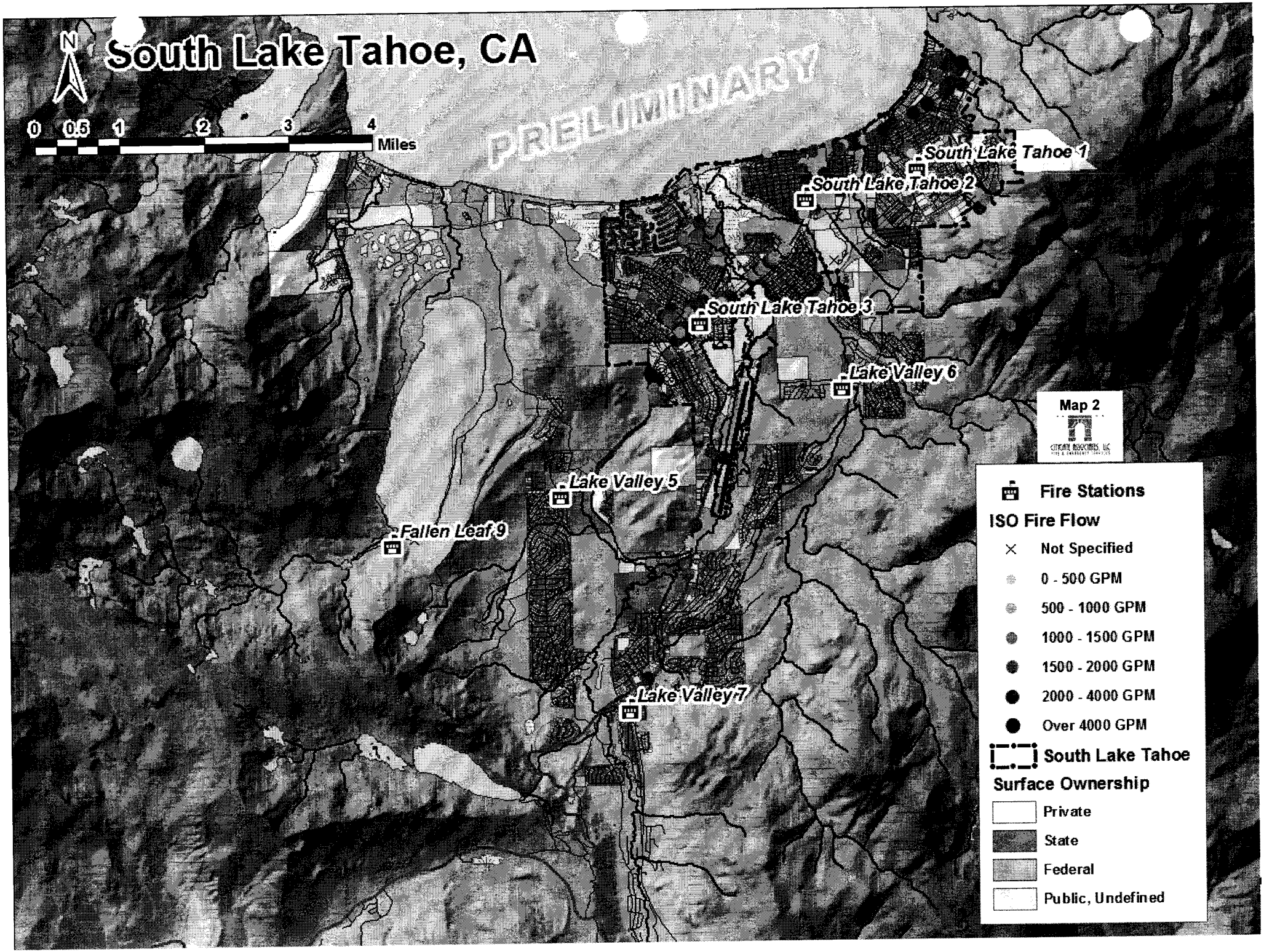
1. The City pause in its consideration of fire service consolidation in order to obtain actuarial studies of what retirement and retiree medical benefits costs would likely be following a consolidation. If these studies reflect a cost increase for one or both agencies, determine whether to proceed further with consideration of full consolidation. However, if the result is not an evident increase in cost to either agency or if the amount of a cost increase is acceptable, then:
    a. Both agencies determine if they can afford to risk acquiring and then losing an ERAF shift exemption, and if so, determine the amount of City property tax used to fund City fire services and use that information to request an ERAF Legal opinion from the County.
    b. The City Council and District Board representatives should meet to resolve how the consolidated fire service district would be governed and the City has to determine what, if any, guarantees with regard to service levels and service priorities it will have in a consolidated operation.
    c. The agencies hold a closed session to develop joint meet and confer guidelines for negotiations with employees on the difference in employee benefits and then
    d. Open Meet and Confer with employee groups to determine if agreement can be reached to resolve the differences in operational procedures and benefits between the two agencies.

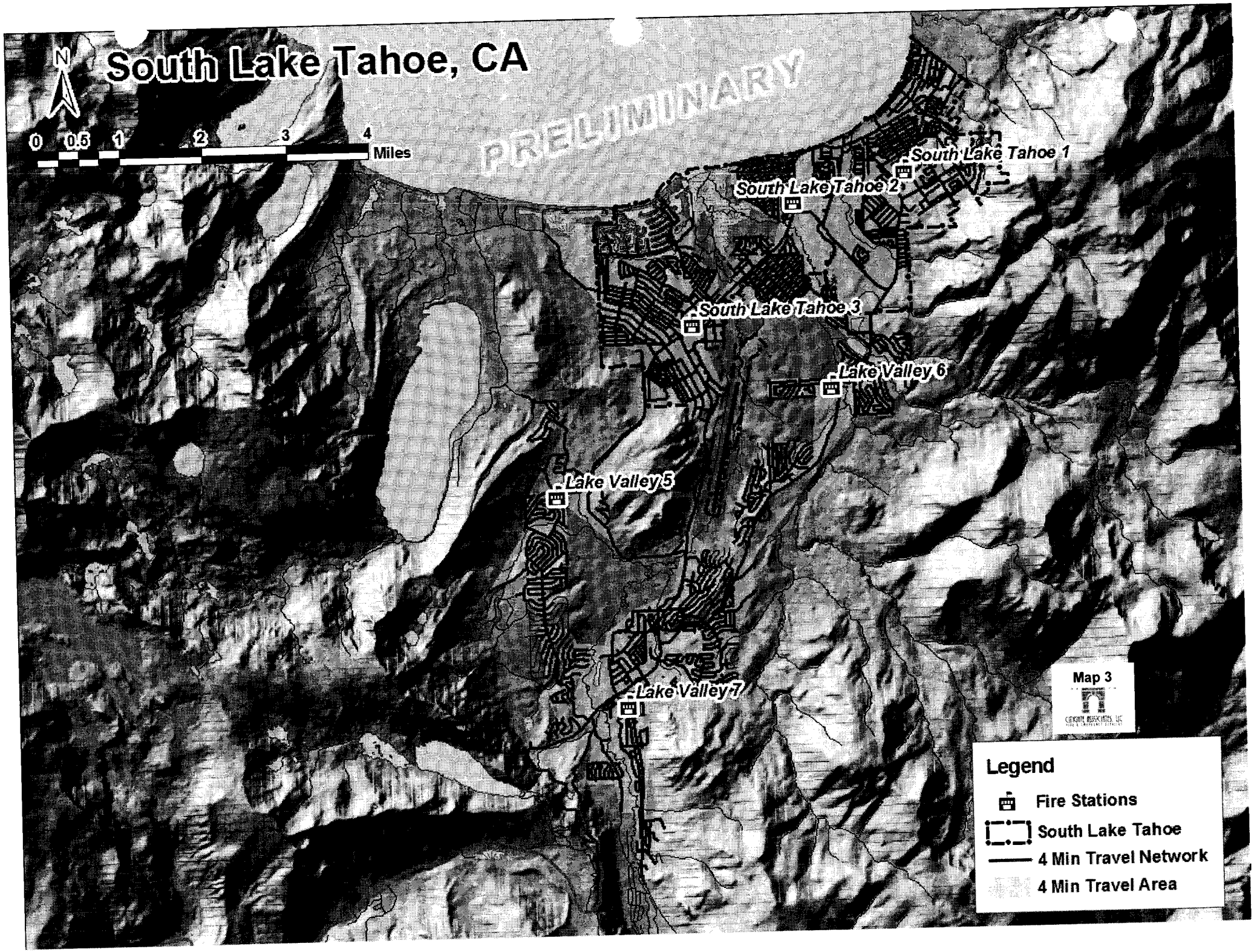
2. Reconvene a final consolidation study after actuarial studies and benefit levels are completed so an actual fiscal model can be built to allow final cost/benefit decision making.
3. If the final cost, governance and services model are jointly approved, apply to LAFCO for approval to expand the Lake Valley Fire District.
4. If any of the above issues cause the City and District to decide that full consolidation is not advisable, then Citygate recommends that both agencies create working groups to develop operational agreements to cooperate further in areas such as fire prevention and training as discussed above.

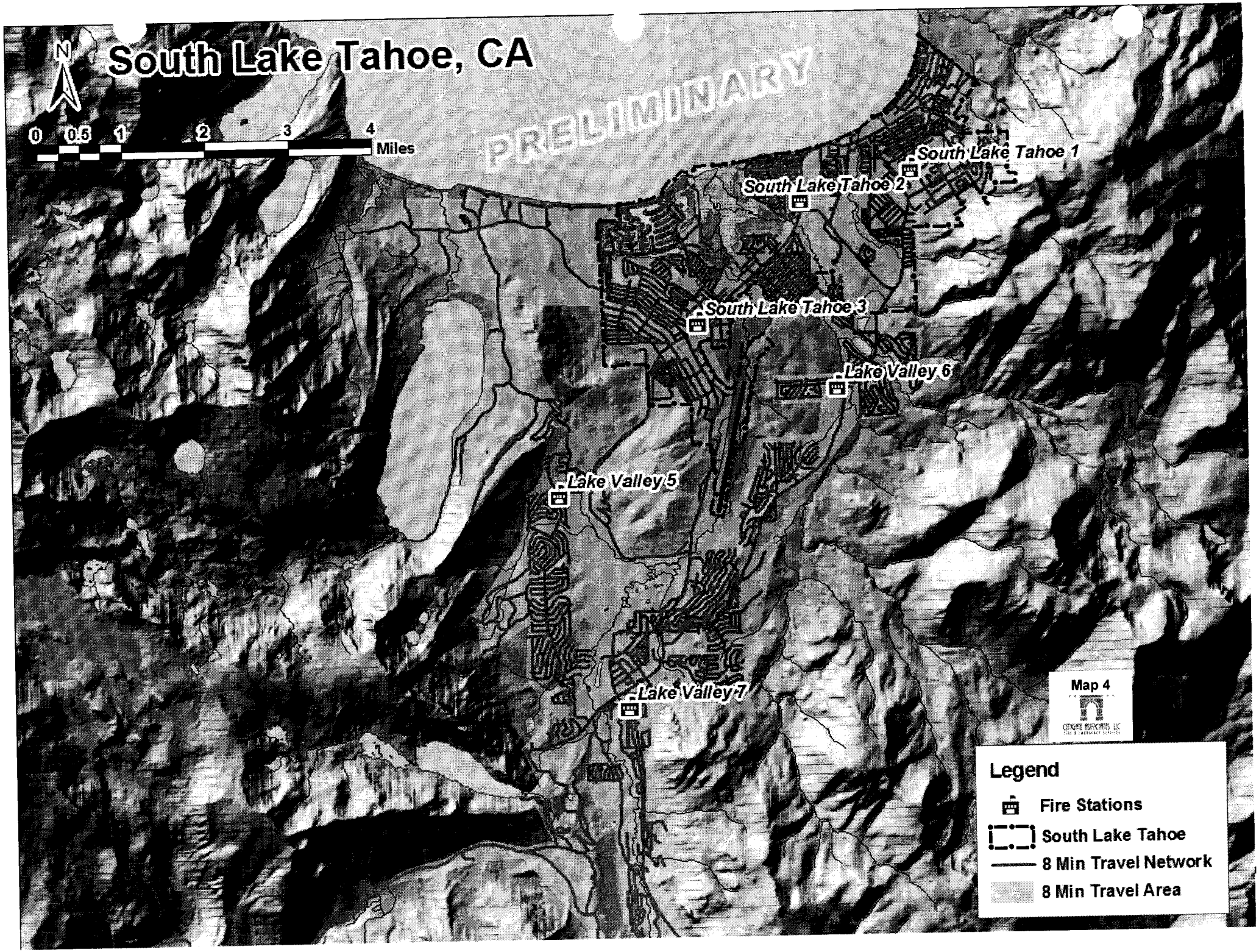
APPENDIX A

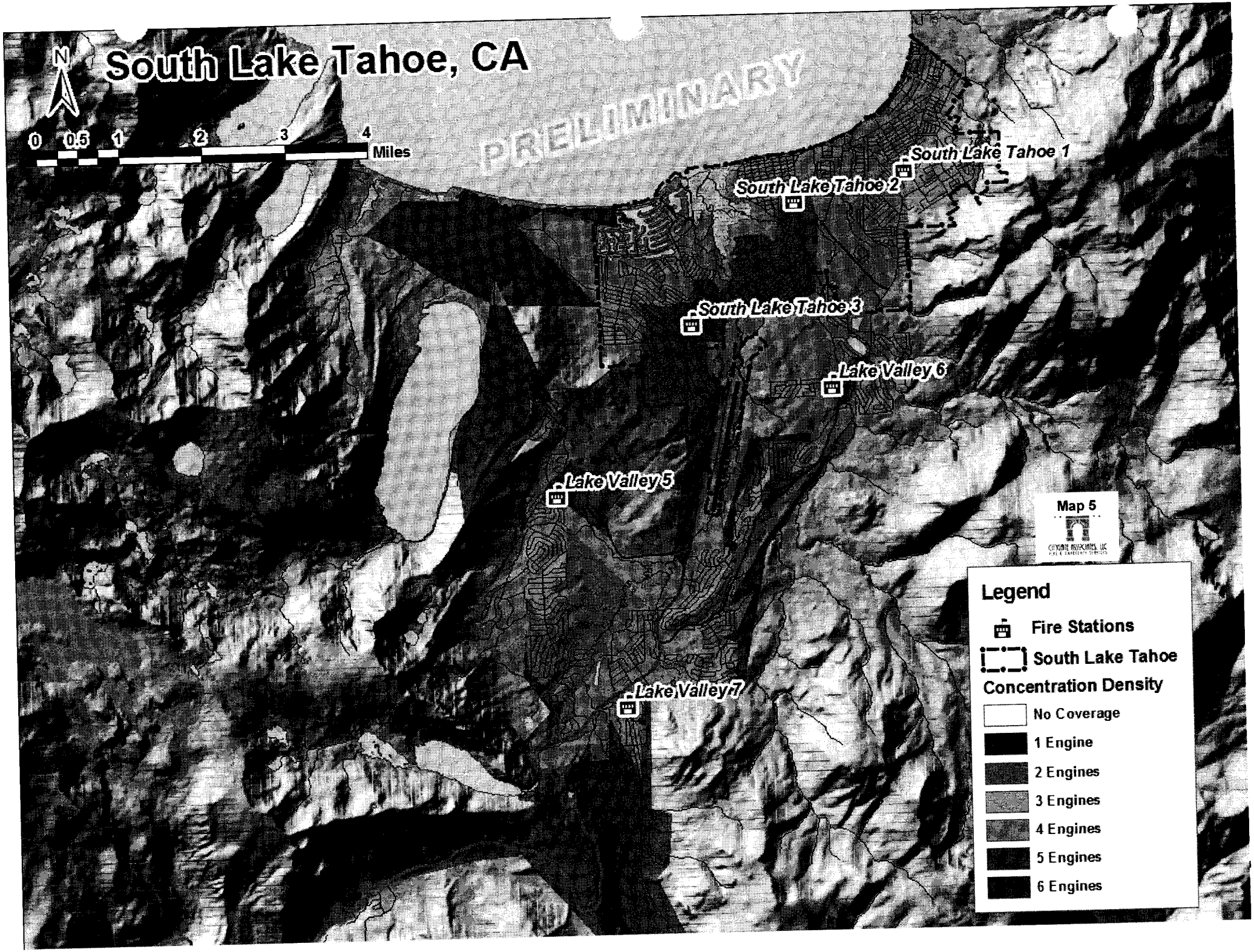
MAP ATLAS

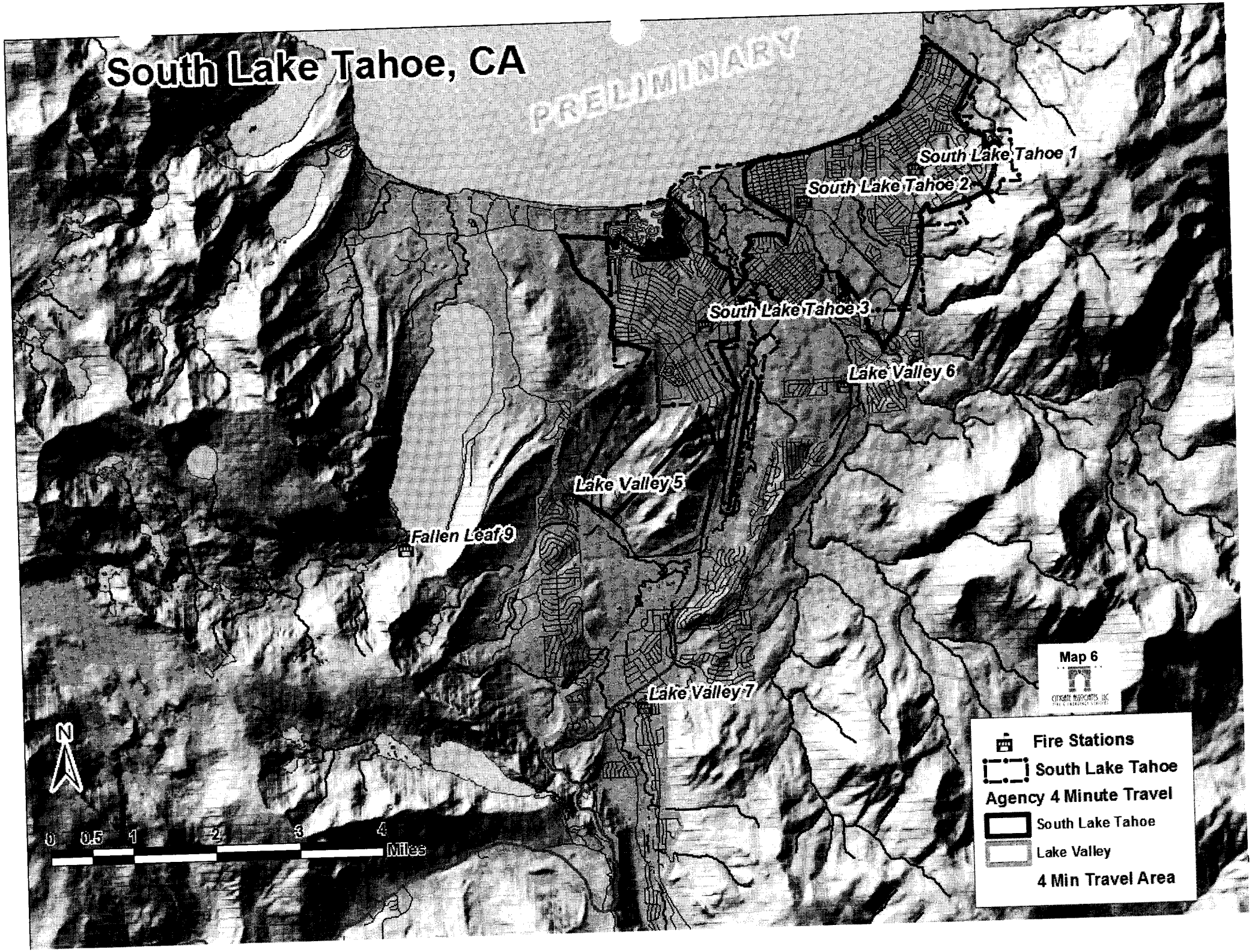

South Lake Tahoe, CA
N
0 0.5 1 2 3 4
Miles
PRELIMINARY
South Lake Tahoe 1
South Lake Tahoe 2
South Lake Tahoe 3
Lake Valley 6
Lake Valley 5
Fallen Leaf 9
Lake Valley 7
Map 1
Fire Stations
RMS Incidents by Type
Fire
Explosion
EMS
HazMat
Service Call
Good Intent
False Call
Environmental
South Lake Tahoe
Surface Ownership
Private
State
Federal
Public, Undefined

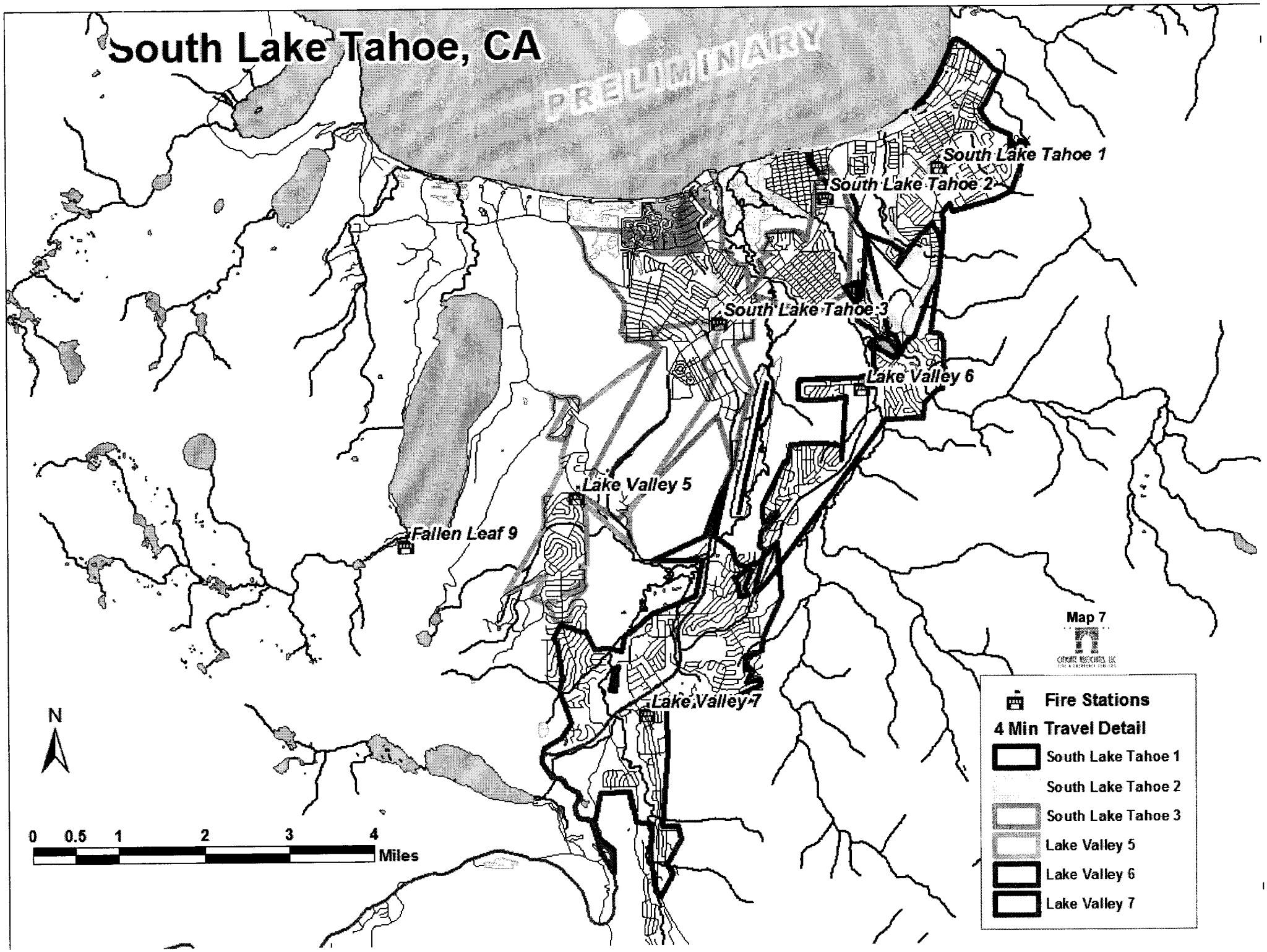

South Lake Tahoe, CA
N
0 0.5 1 2 3 4
Miles
PRELIMINARY
South Lake Tahoe 1
South Lake Tahoe 2
South Lake Tahoe 3
Lake Valley 6
Lake Valley 5
Fallen Leaf 9
Lake Valley 7
Map 2
Fire Stations
ISO Fire Flow
Not Specified
0 - 500 GPM
500 - 1000 GPM
1000 - 1500 GPM
1500 - 2000 GPM
2000 - 4000 GPM
Over 4000 GPM
South Lake Tahoe
Surface Ownership
Private
State
Federal
Public, Undefined


South Lake Tahoe, CA
N
0 0.5 1 2 3 4
Miles
PRELIMINARY
South Lake Tahoe 1
South Lake Tahoe 2
South Lake Tahoe 3
Lake Valley 6
Lake Valley 5
Lake Valley 7
Map 3
Legend
Fire Stations
South Lake Tahoe
4 Min Travel Network
4 Min Travel Area

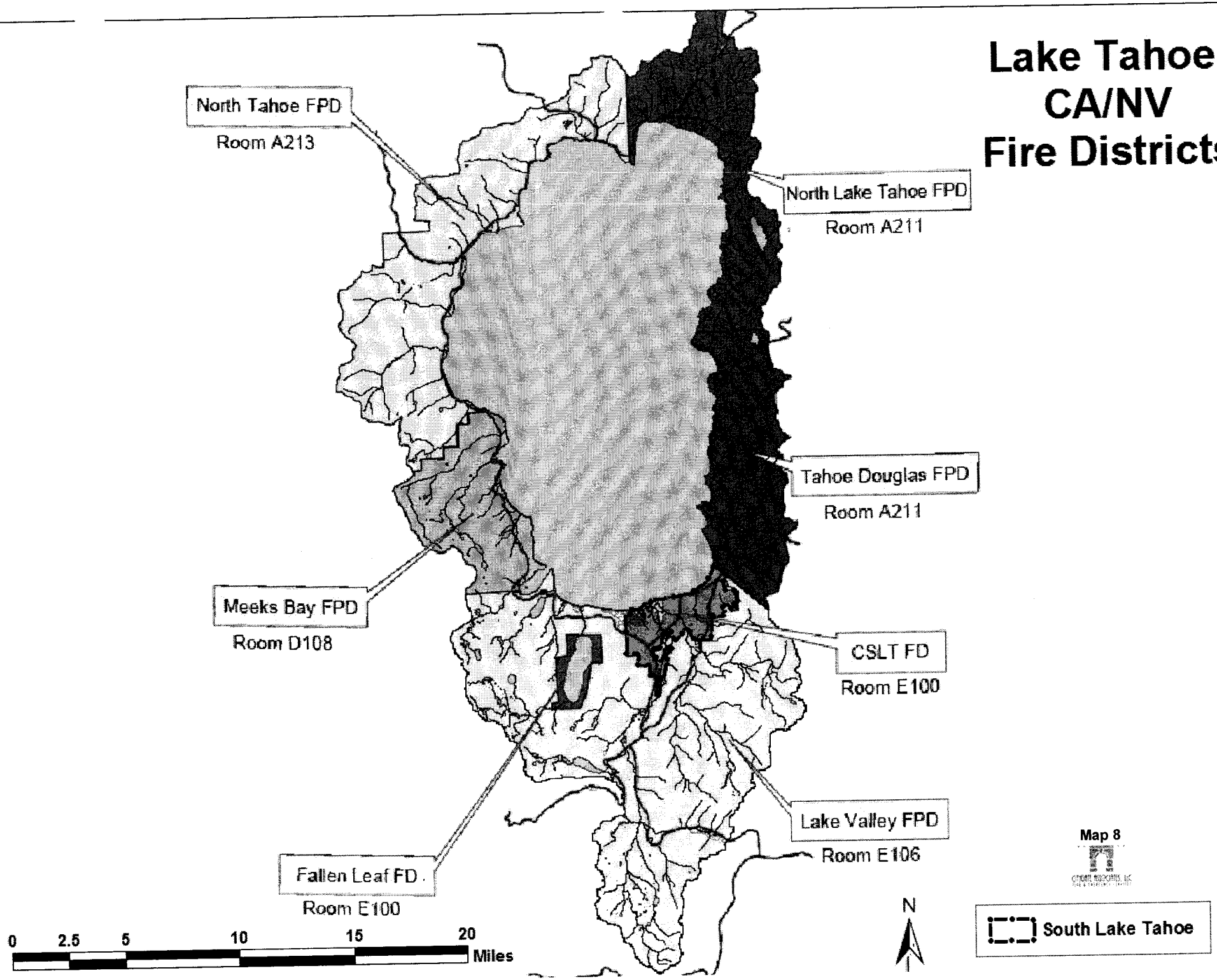

South Lake Tahoe, CA
N
0 0.5 1 2 3 4
Miles
PRELIMINARY
South Lake Tahoe 1
South Lake Tahoe 2
South Lake Tahoe 3
Lake Valley 6
Lake Valley 5
Lake Valley 7
Map 4
Legend
Fire Stations
South Lake Tahoe
8 Min Travel Network
8 Min Travel Area


South Lake Tahoe, CA
N
0 0.5 1 2 3 4
Miles
PRELIMINARY
South Lake Tahoe 1
South Lake Tahoe 2
South Lake Tahoe 3
Lake Valley 6
Lake Valley 5
Lake Valley 7
Map 5
Legend
Fire Stations
South Lake Tahoe
Concentration Density
No Coverage
1 Engine
2 Engines
3 Engines
4 Engines
5 Engines
6 Engines


South Lake Tahoe, CA
PRELIMINARY
South Lake Tahoe 1
South Lake Tahoe 2
South Lake Tahoe 3
Lake Valley 6
Lake Valley 5
Fallen Leaf 9
Lake Valley 7
Map 6
Fire Stations
South Lake Tahoe
Agency 4 Minute Travel
South Lake Tahoe
Lake Valley
4 Min Travel Area
N
0 0.5 1 2 3 4
Miles


South Lake Tahoe, CA
PRELIMINARY
South Lake Tahoe 1
South Lake Tahoe 2
South Lake Tahoe 3
Lake Valley 6
Lake Valley 5
Fallen Leaf 9
Lake Valley 7
Map 7
Fire Stations
4 Min Travel Detail
South Lake Tahoe 1
South Lake Tahoe 2
South Lake Tahoe 3
Lake Valley 5
Lake Valley 6
Lake Valley 7
N
0 0.5 1 2 3 4
Miles

Lake Tahoe, CA/NV Fire Districts



Map 8

APPENDIX B

MOU DIFFERENCES BETWEEN SOUTH LAKE TAHOE FD AND LAKE VALLEY FPD

MOU Differences Between South Lake Tahoe FD and Lake Valley FPD

	SLT	LAKE VALLEY
PERS		
Sick Leave Conversion	Yes	No
EPMC	Yes	Yes
Post Retirement Survivors allowance	Yes	No
59 Survivors Benefits	3rd Level	4th Level
Health		
Medical Plan	80/20	90/10 -if employees choose PORAC Plan
	City pays premium	Employee pays and may keep any excess/ Sec 125 Café Plan
Dental Plan	City Pays Premium	Employee Pays-Cost based on Guardian Dental
Vision Plan	City Pays Premium	Self Insured up to $250 per year per employee and family members with $25 deductible
Retiree Health	Yes, 25-100% Med & Dental Vision @ City Cost	PERS, $82/mo contribution
Long Term Disability Ins	Yes/City pays $10 toward premium	District pays $10/month - Association purchases
Life Insurance	Yes/$50,000	Yes - $25,000

	SLT	Lake Valley
Overtime	Paid for time in excess of 72 hours in a 9 day work cycle.	Paid for time in excess of 181.3 hours in a 24 day work cycle
FLSA O/T	2.78% of base paid as compensation	No specific provision
Paramedic Pay	5% for 10 positions	Yes - differential paid over FF - see pay scale
Bilingual Pay	Yes/$50 per month	No
Holiday Pay	11.2 hrs 12 days After yr 10 & 20, hrs can go to leave bank	5% of base
Recall Pay	3 hr minimum OT	2 hr minimum
Comp Time	Yes; cap @ 240 hrs	Yes, cap @ 120 hrs
# Salary Steps	6 7th step after 15yrs & sick bal of 1120	Maximum 5
Pay Raises	Under discussion	3-4.5% on 11-1-04 3% on 11-1-05
Merit Pay	Yes - 5.35% @ 5ys & 1120 sick balance	No
Education Incentive	Yes, varies, 2.5% - 10% @ BA 2% Fire Off Cert/ 2% Chief Off Cert	Yes, 2.5-7.5%, 36 hrs required CE annually to maintain
Uniform Allowance	$900 per year Class A also provided	$360 per year has been rolled into base - District provides uniforms

	SLT	Lake Valley
Tuition Reimbursement	Yes; 3 classes/year Conference time = 72 hrs/year	Yes - for both mandated and CE classes No
Vacation	First Year 144 hrs/yr Highest Year 280 hrs/yr Sell back up to 96 hrs each year	First Year 161.2 hrs/yr Highest Year 288.08 hrs/yr May not use vacation during 1st year
Sick Leave	8 hrs per pay period Retiree PERS Credit, OR paid out @ Retirement	6.2 hours per pay period No sick leave may be used first year of employment Unused sick leave over 1,280 hrs accumulated is reimbursed to employee at 50% of base pay. 100% reimbursement upon retirement
Bereavement Leave	56 hrs/yr	48 hrs/yr
Residency	Yes; no $$	Yes/$200 per month if employee lives within snow closure boundaries
Station Bids	Seniority	No- personnel are rotated
Dispute Resolution	Mandatory, non-bind mediation Grievance adjustment Board	Board of Directors Board of Directors

Base Pay Scales

	SLT - @ 5+ or 15+ yrs of Serv			Lake Valley
	Step 5	Step 6	Step '7	Top Step
Captain	4,909	5,103	5,337	5,040
Engineer	4,232	4,401	4,602	4,431
Firefighter	3,834	3,987	4,169	4,047
Firefighter/medic	3,834	3,987	4,169	4,334

South Lake Tahoe and Lake Valley Fire District

Fire Consolidation Feasibility

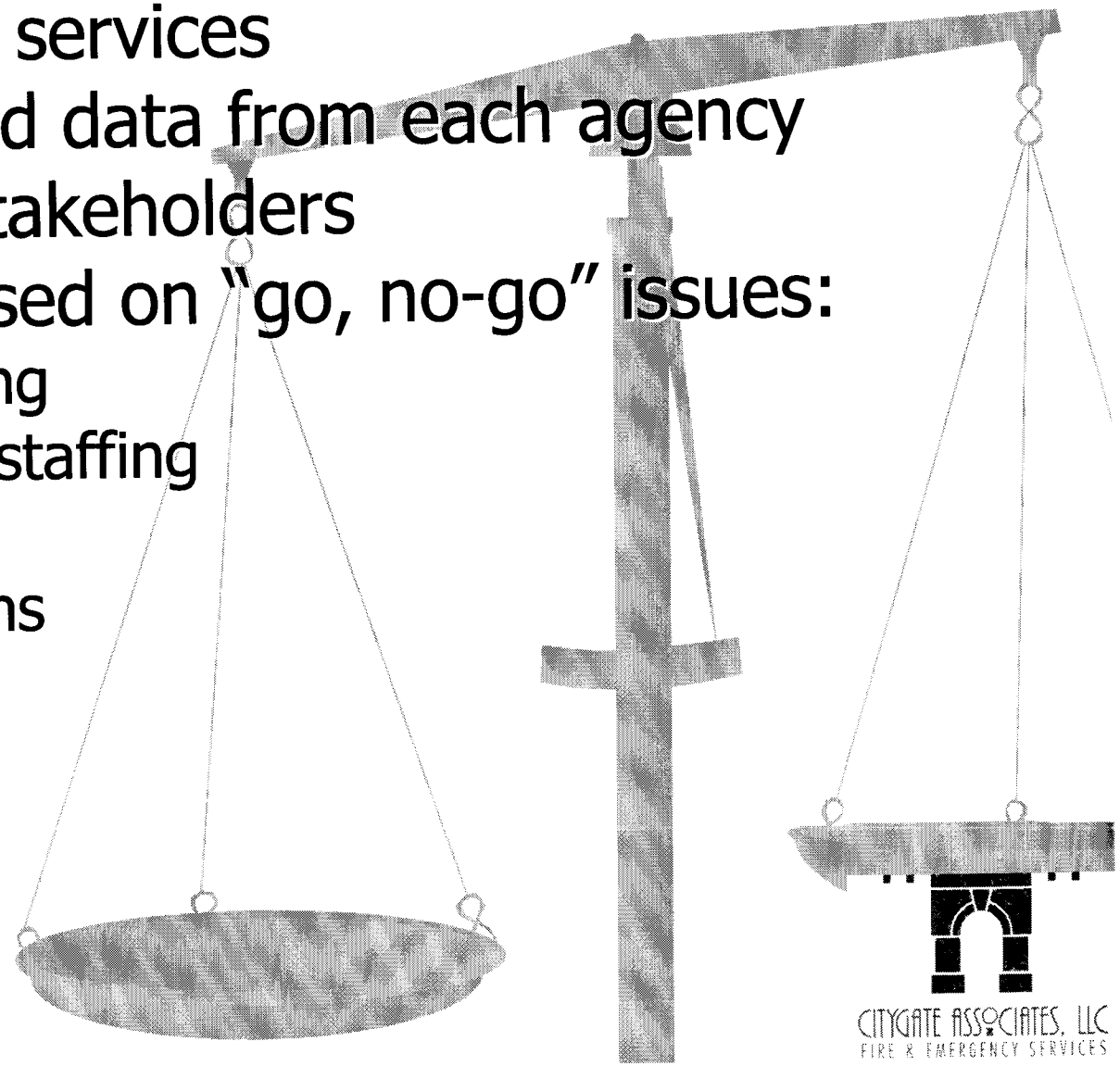
Preliminary Report

SOUTH LAKE TAHOE FIRE DEPT 1965

CITYGATE ASSOCIATES, LLC
FIRE & EMERGENCY SERVICES

Study Components

- Understand expectations
- Review of existing services
- Review background data from each agency
- Interviewed key stakeholders
- Initial review focused on "go, no-go" issues:
  - Deployment staffing
  - Fire Management staffing
  - Retirement
  - Retiree health plans
  - Financing
  - Governance



CITYGATE ASSOCIATES, LLC
FIRE & EMERGENCY SERVICES

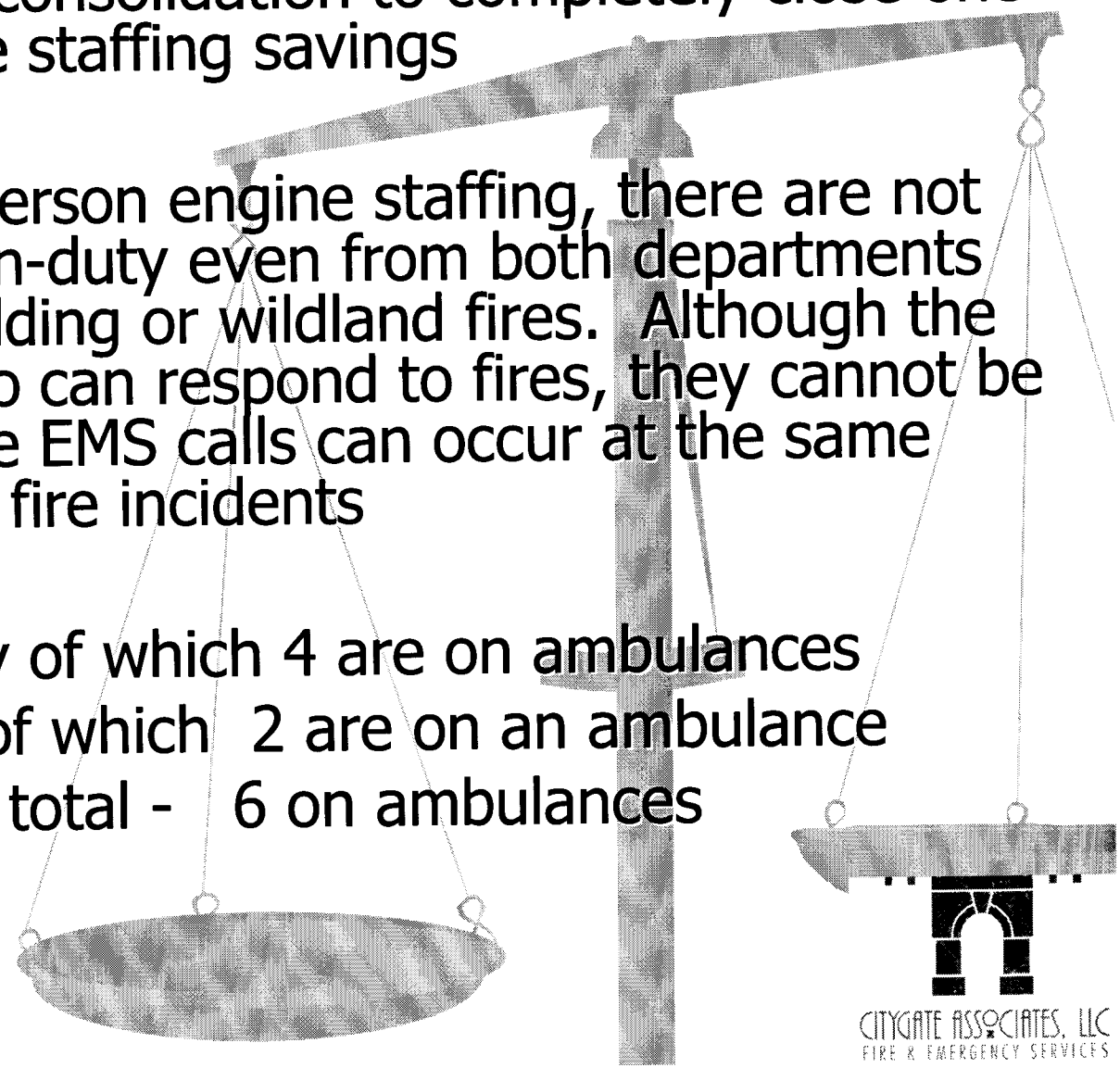
Deployment – Fire Stations

- No opportunity for a consolidation to completely close one fire station to achieve staffing savings

- Additionally, with 2-person engine staffing, there are not enough firefighters on-duty even from both departments to handle *serious* building or wildland fires. Although the ambulance crews also can respond to fires, they cannot be depended on because EMS calls can occur at the same time or previous to a fire incidents

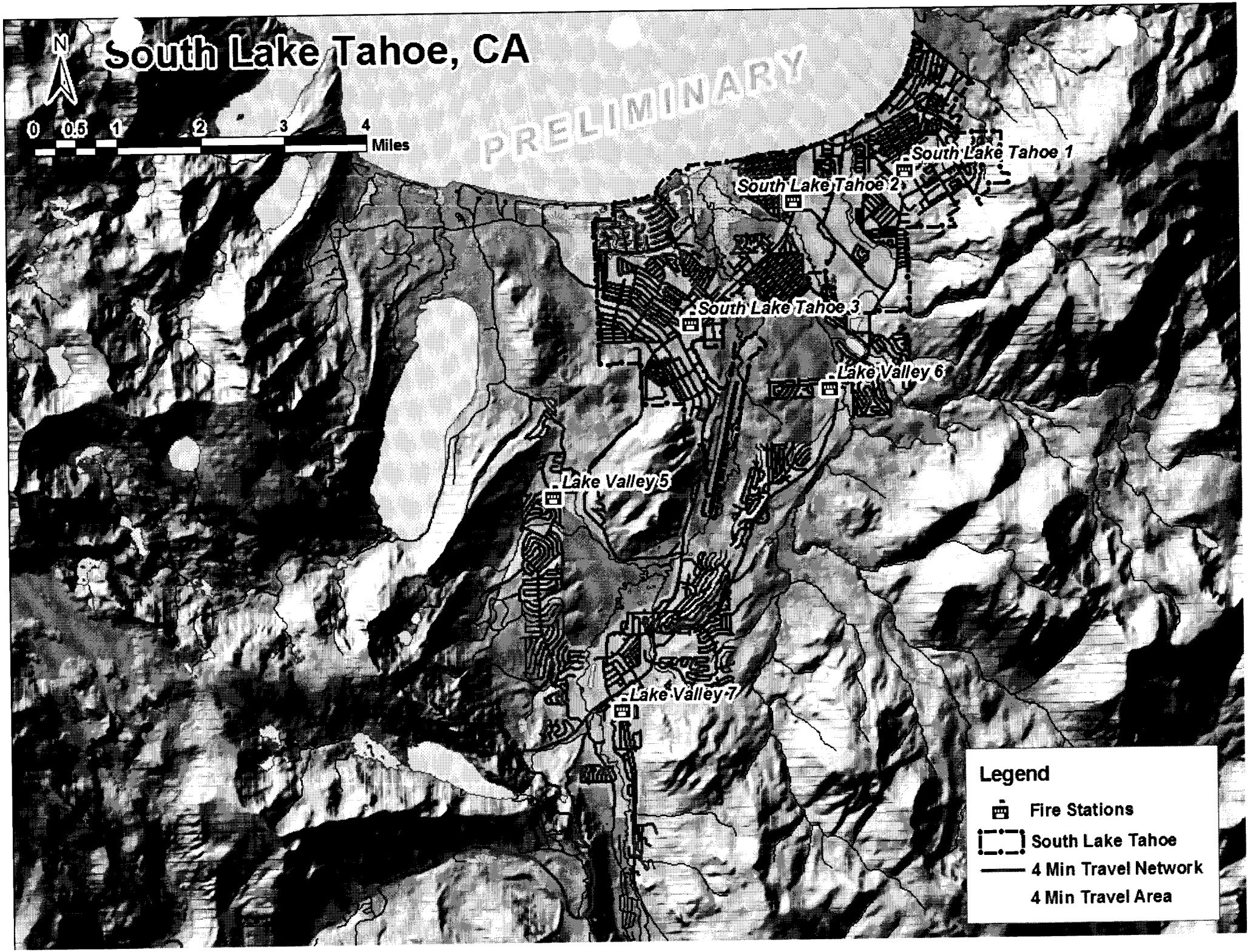
- City staffing – 10/day of which 4 are on ambulances
- Lake Valley – 6/day of which 2 are on an ambulance

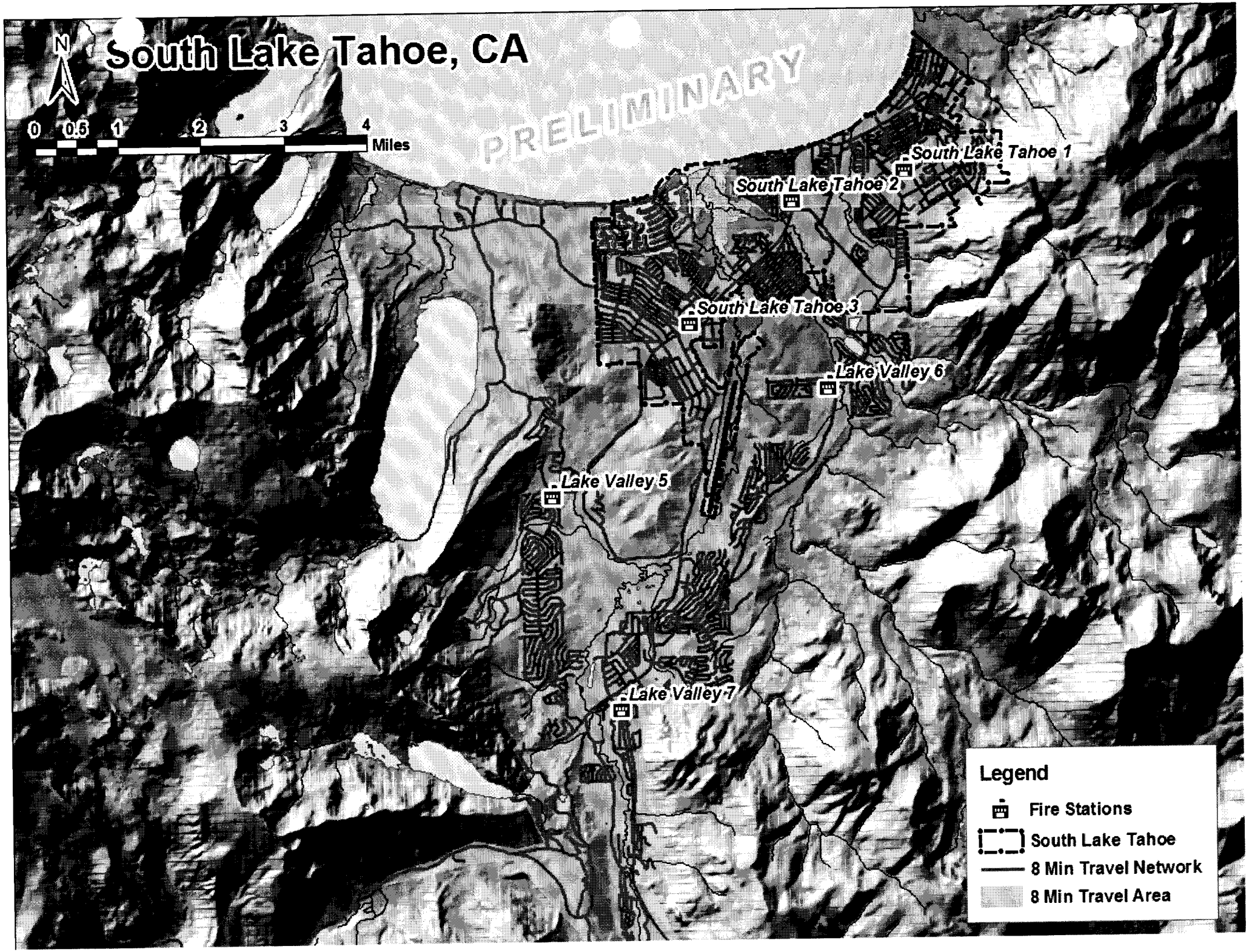
  - 16/day total - 6 on ambulances

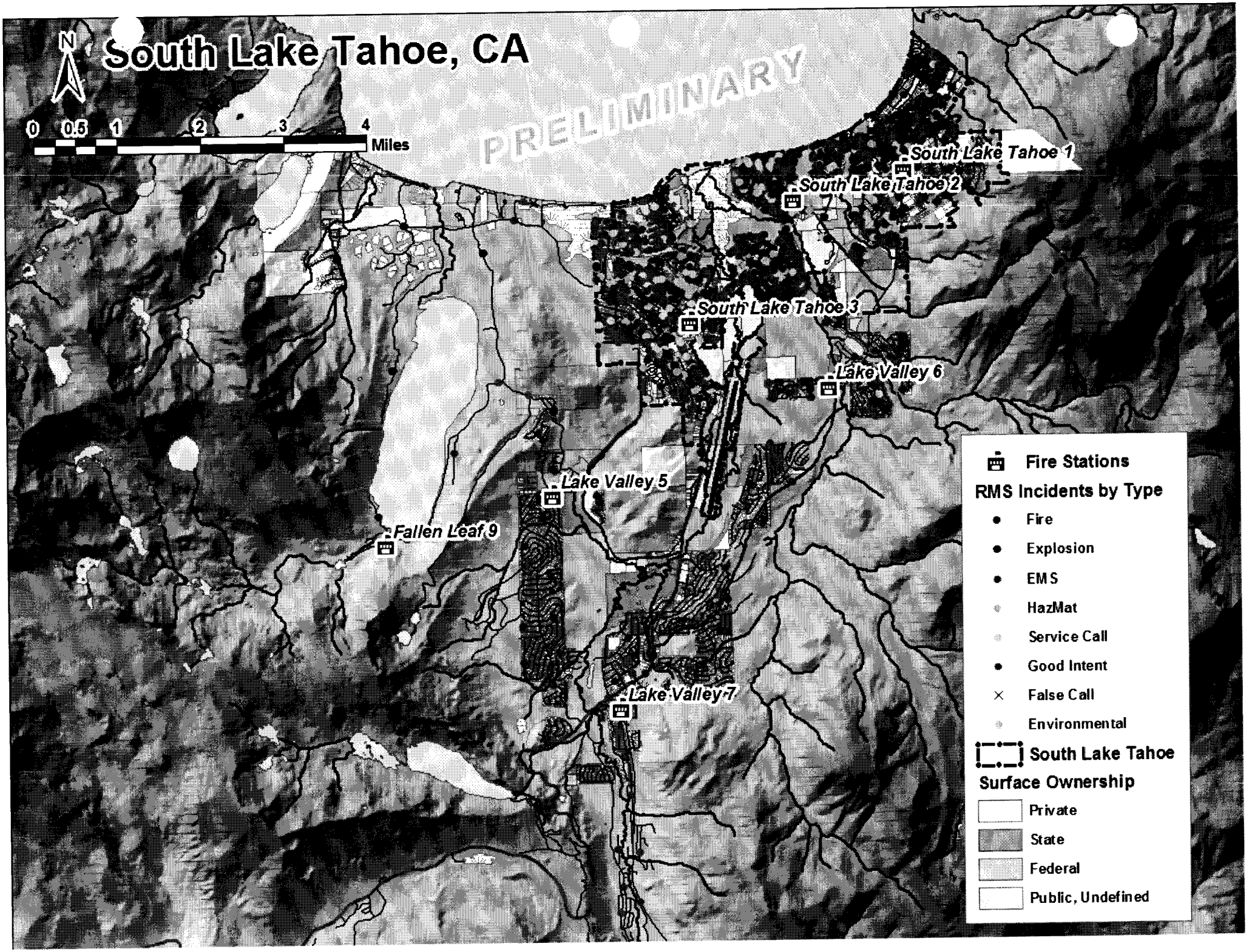


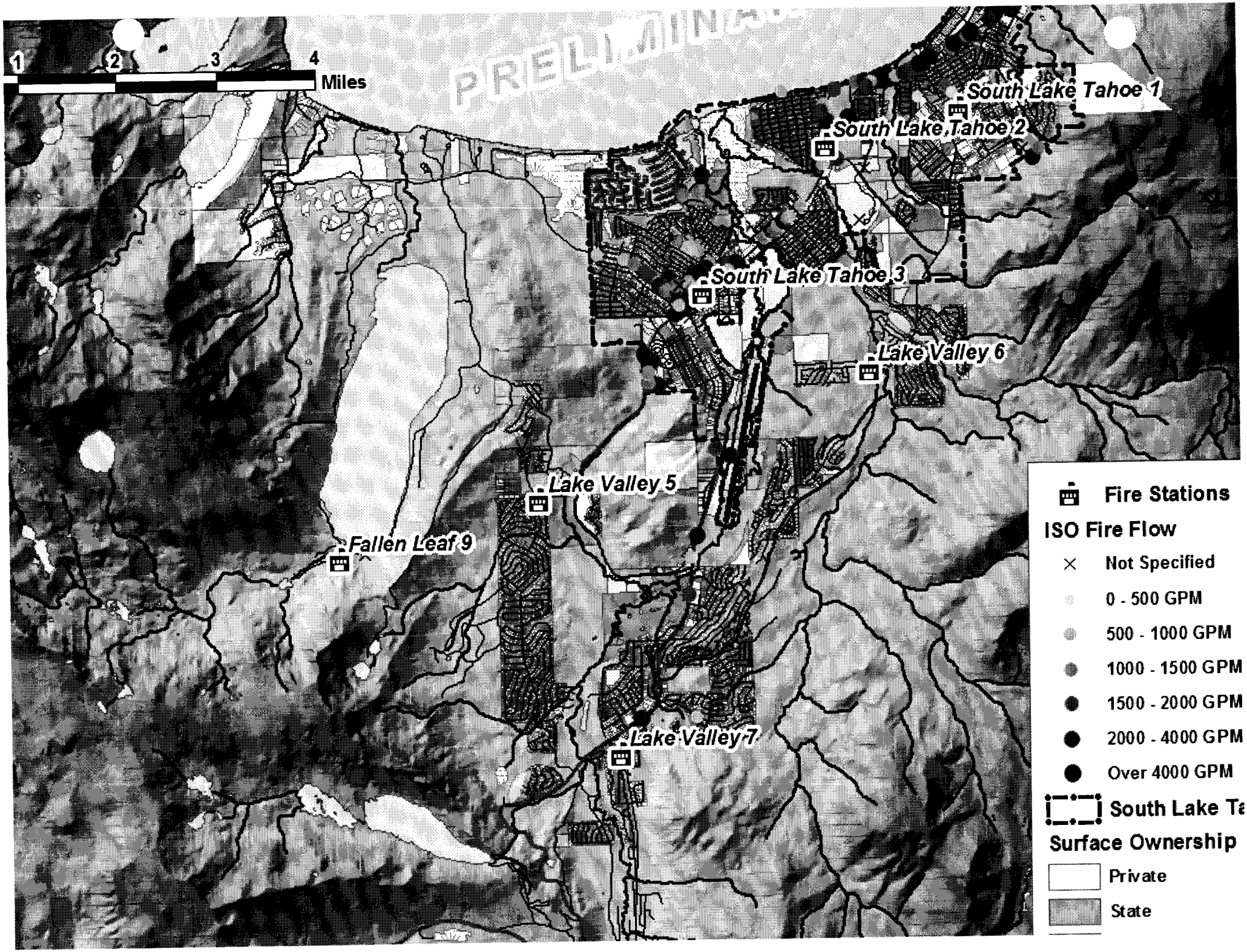
SOUTH LAKE TAHOE FIRE DEPT 1965

CITYGATE ASSOCIATES, LLC
FIRE & EMERGENCY SERVICES


South Lake Tahoe, CA
N
0 0.5 1 2 3 4
Miles
PRELIMINARY
South Lake Tahoe 1
South Lake Tahoe 2
South Lake Tahoe 3
Lake Valley 6
Lake Valley 5
Lake Valley 7
Legend
Fire Stations
South Lake Tahoe
4 Min Travel Network
4 Min Travel Area

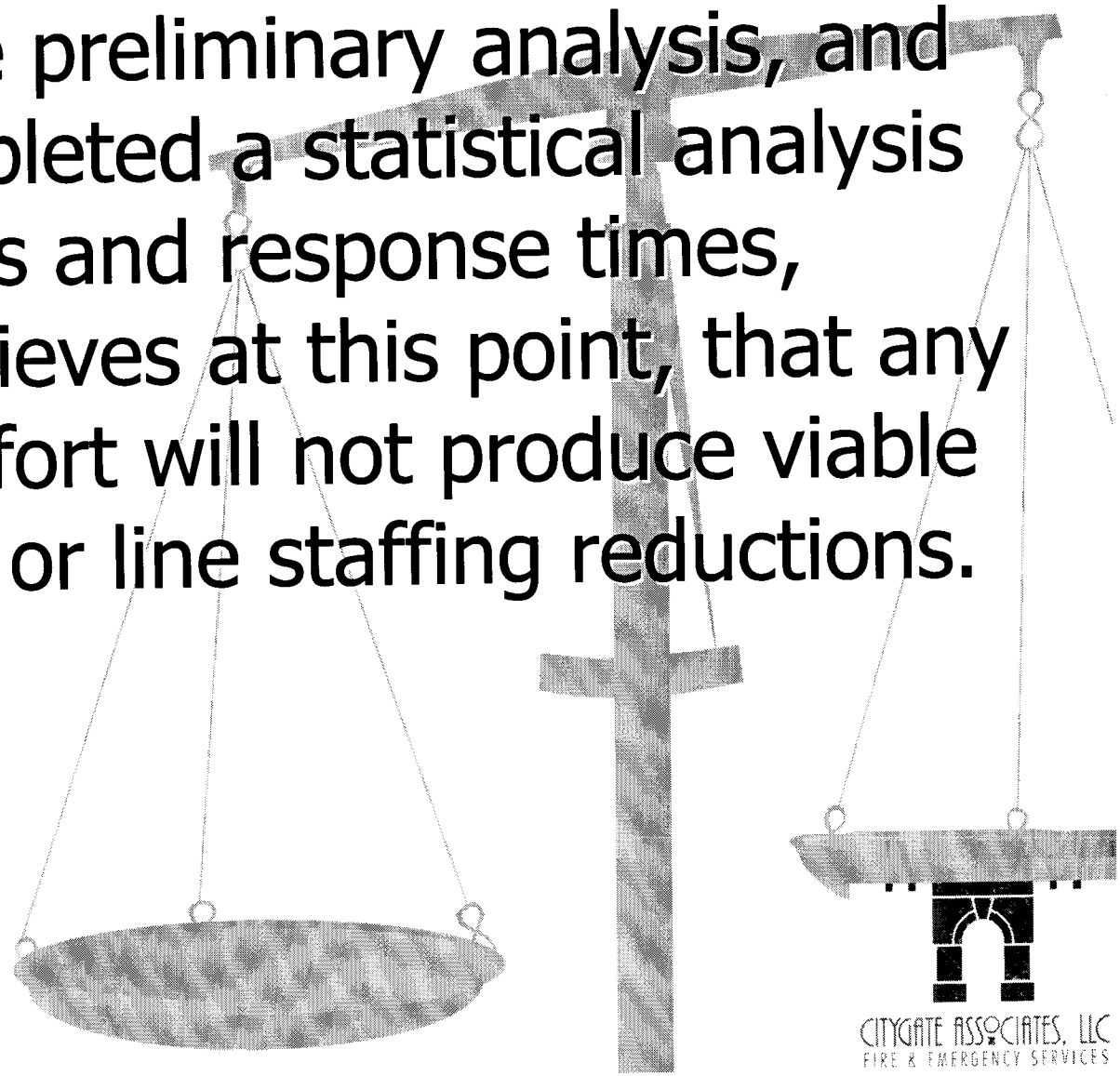

South Lake Tahoe, CA
N
0 0.5 1 2 3 4
Miles
PRELIMINARY
South Lake Tahoe 1
South Lake Tahoe 2
South Lake Tahoe 3
Lake Valley 6
Lake Valley 5
Lake Valley 7
Legend
Fire Stations
South Lake Tahoe
8 Min Travel Network
8 Min Travel Area


South Lake Tahoe, CA
N
0 0.5 1 2 3 4
Miles
PRELIMINARY
South Lake Tahoe 1
South Lake Tahoe 2
South Lake Tahoe 3
Lake Valley 6
Lake Valley 5
Fallen Leaf 9
Lake Valley 7
Fire Stations
RMS Incidents by Type
Fire
Explosion
EMS
HazMat
Service Call
Good Intent
False Call
Environmental
South Lake Tahoe
Surface Ownership
Private
State
Federal
Public, Undefined


PRELIMINARY
1
2
3
4
Miles
South Lake Tahoe 1
South Lake Tahoe 2
South Lake Tahoe 3
Lake Valley 6
Lake Valley 5
Fallen Leaf 9
Lake Valley 7
Fire Stations
ISO Fire Flow
Not Specified
0 - 500 GPM
500 - 1000 GPM
1000 - 1500 GPM
1500 - 2000 GPM
2000 - 4000 GPM
Over 4000 GPM
South Lake Ta
Surface Ownership
Private
State

Deployment Finding

- Given the above preliminary analysis, and not having completed a statistical analysis of prior incidents and response times, Citygate still believes at this point, that any consolidation effort will not produce viable station closures or line staffing reductions.



SOUTH LAKE TAHOE FIRE DEPT 1965

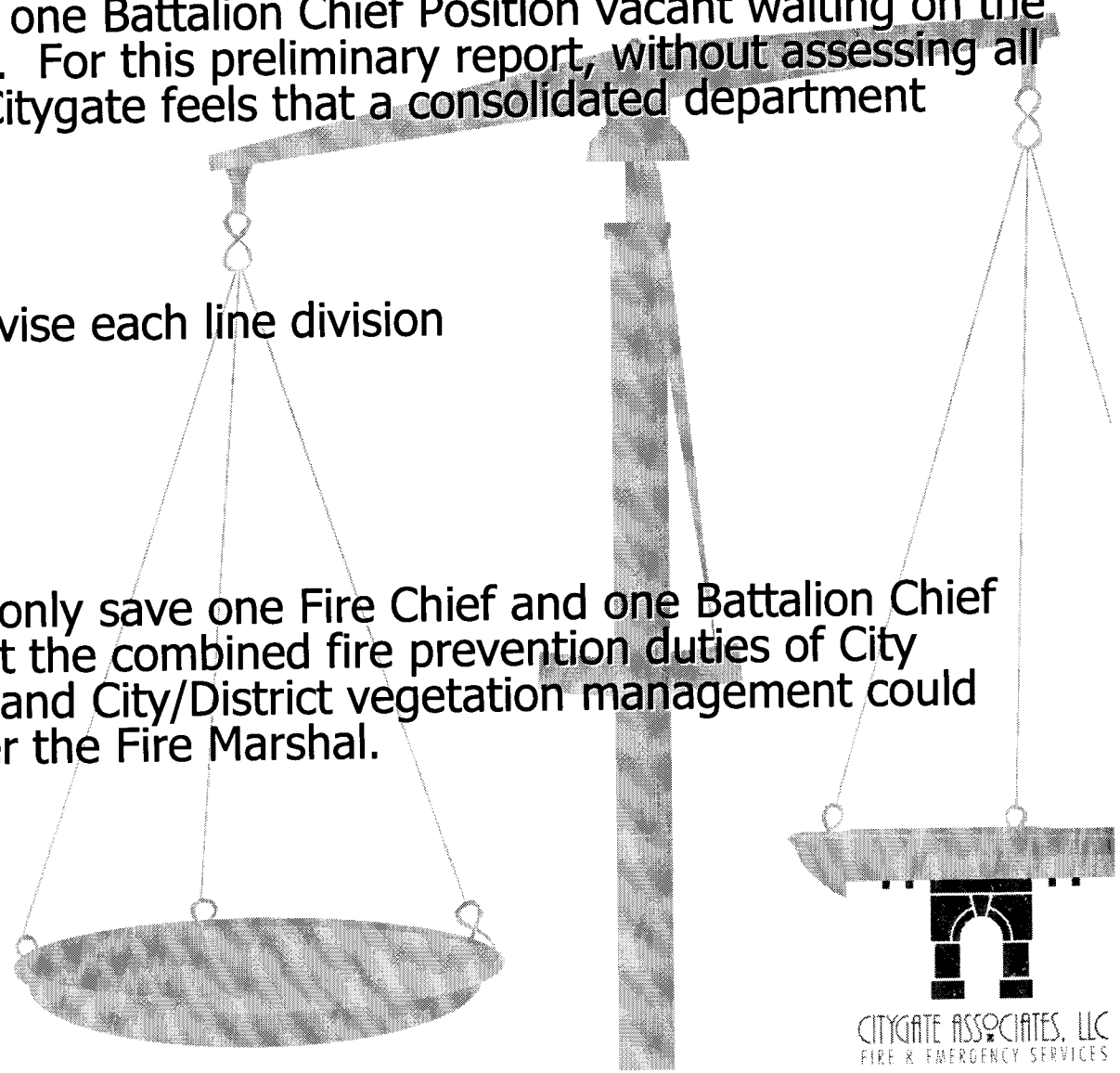
CITYGATE ASSOCIATES, LLC
FIRE & EMERGENCY SERVICES

Fire Management Staffing

- Currently, the City is authorized 4 Chief officer positions and Lake Valley 4 for a total of 8. Lake Valley has one Battalion Chief Position vacant waiting on the consolidation study outcome. For this preliminary report, without assessing all the needed staff functions, Citygate feels that a consolidated department would need at a minimum:

- 1 – Fire Chief
- 3 – Battalion Chiefs to supervise each line division
- 1 – Training Officer
- 1 – Fire Marshal
- **6** – Total

- Thus, a consolidation might only save one Fire Chief and one Battalion Chief Position. It is very likely that the combined fire prevention duties of City commercial building growth and City/District vegetation management could require a fire inspector under the Fire Marshal.



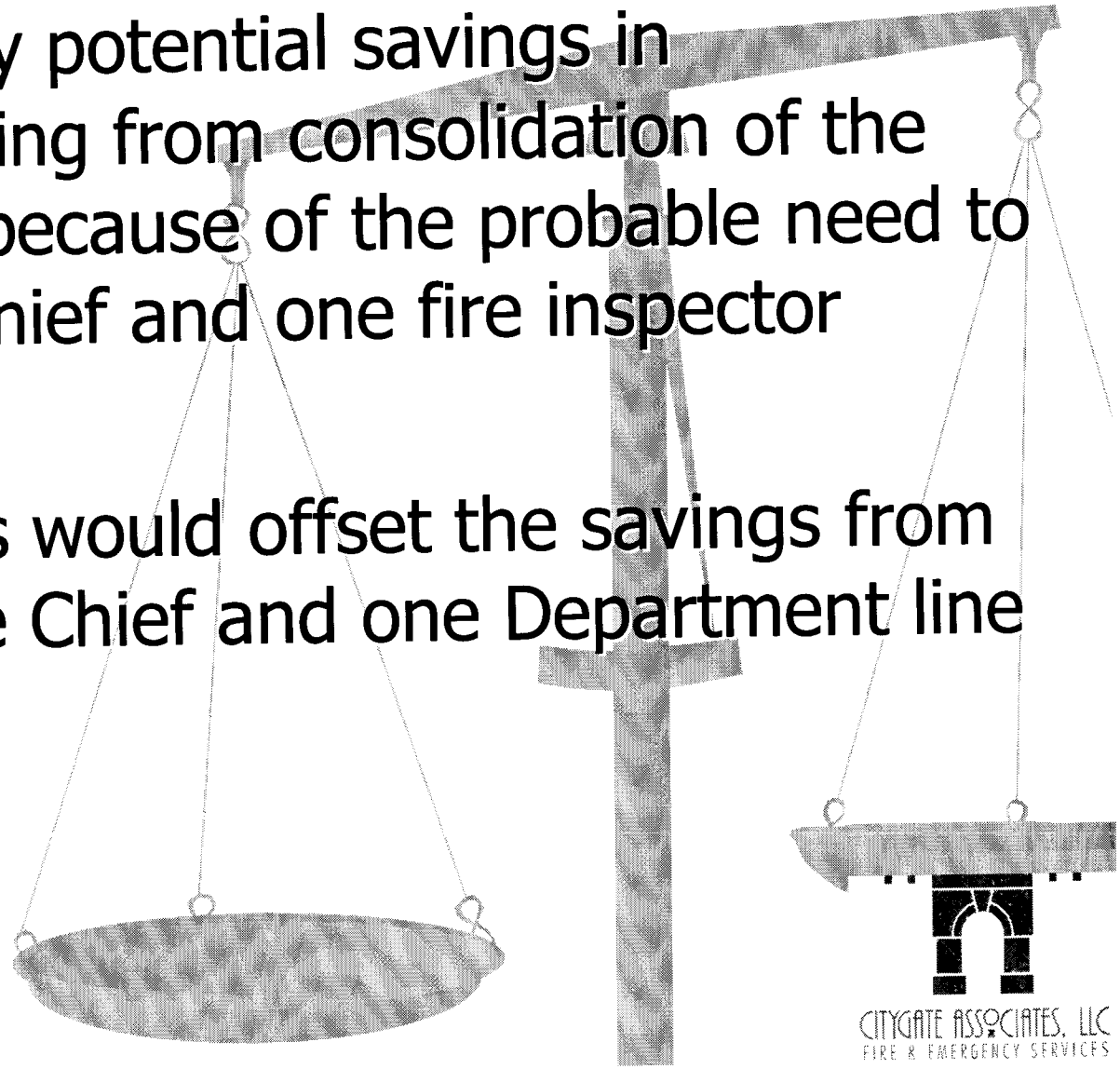
SOUTH LAKE TAHOE FIRE DEPT 1965

CITYGATE ASSOCIATES, LLC
FIRE & EMERGENCY SERVICES

Management Staffing Finding

There is little if any potential savings in management staffing from consolidation of the two fire agencies because of the probable need to add an assistant chief and one fire inspector

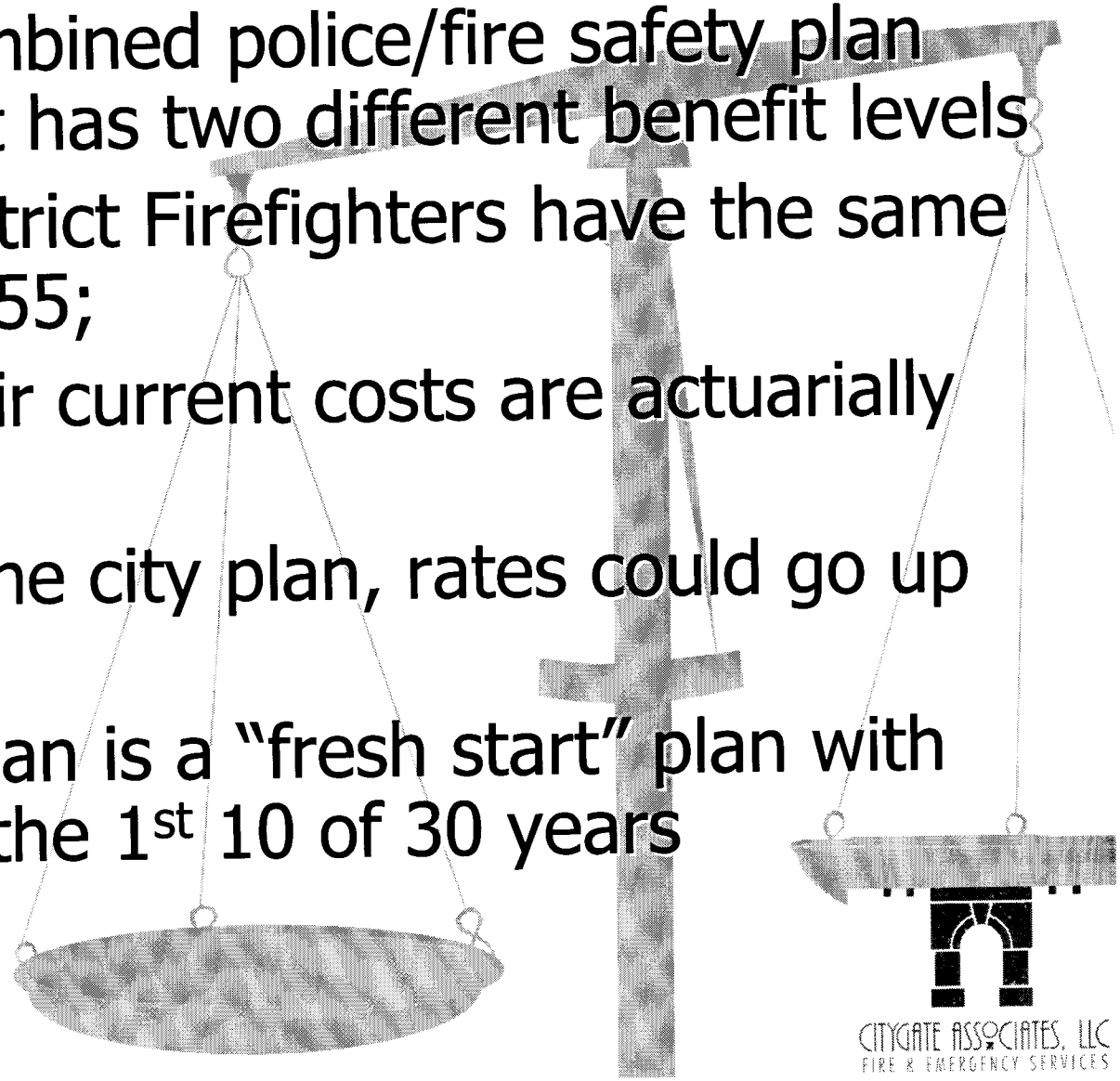
These added costs would offset the savings from eliminating on Fire Chief and one Department line Chief position



CITYGATE ASSOCIATES, LLC
FIRE & EMERGENCY SERVICES

Retirement Plans/Costs

- The City has a combined police/fire safety plan with CalPERS, that has two different benefit levels
- While City and District Firefighters have the same basic plan – 3%@55;
- The plans and their current costs are actuarially different
- If the fire leaves the city plan, rates could go up for the police plan
- The Lake Valley plan is a "fresh start" plan with lowered rates for the 1st 10 of 30 years

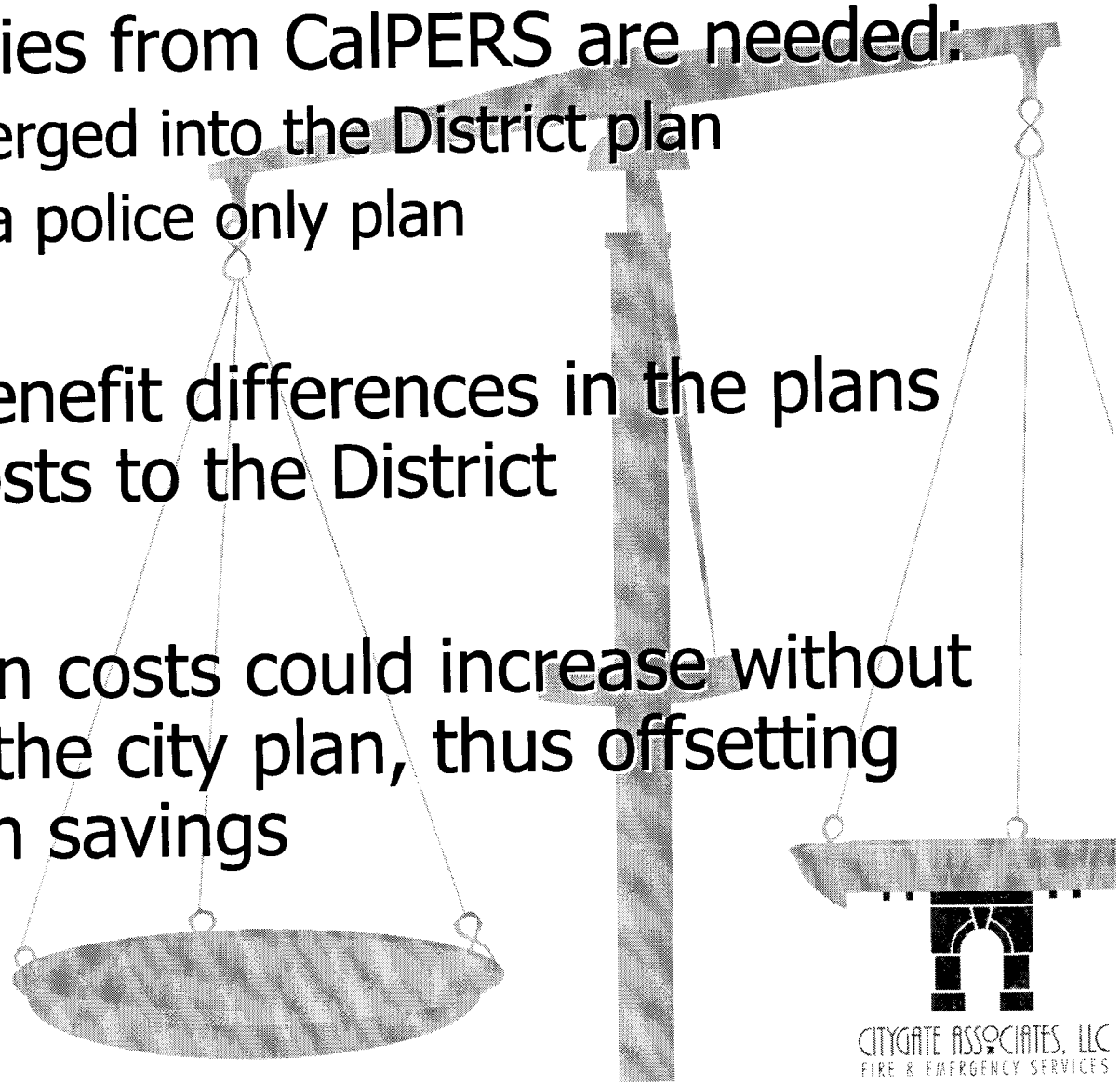


SOUTH LAKE TAHOE FIRE DEPT 1965

CITYGATE ASSOCIATES, LLC
FIRE & EMERGENCY SERVICES

Retirement Issues Finding

- Two actuarial studies from CalPERS are needed:
  - City firefighters merged into the District plan
  - The city costs for a police only plan
- There are slight benefit differences in the plans that could raise costs to the District
- The city police plan costs could increase without the firefighters in the city plan, thus offsetting other consolidation savings

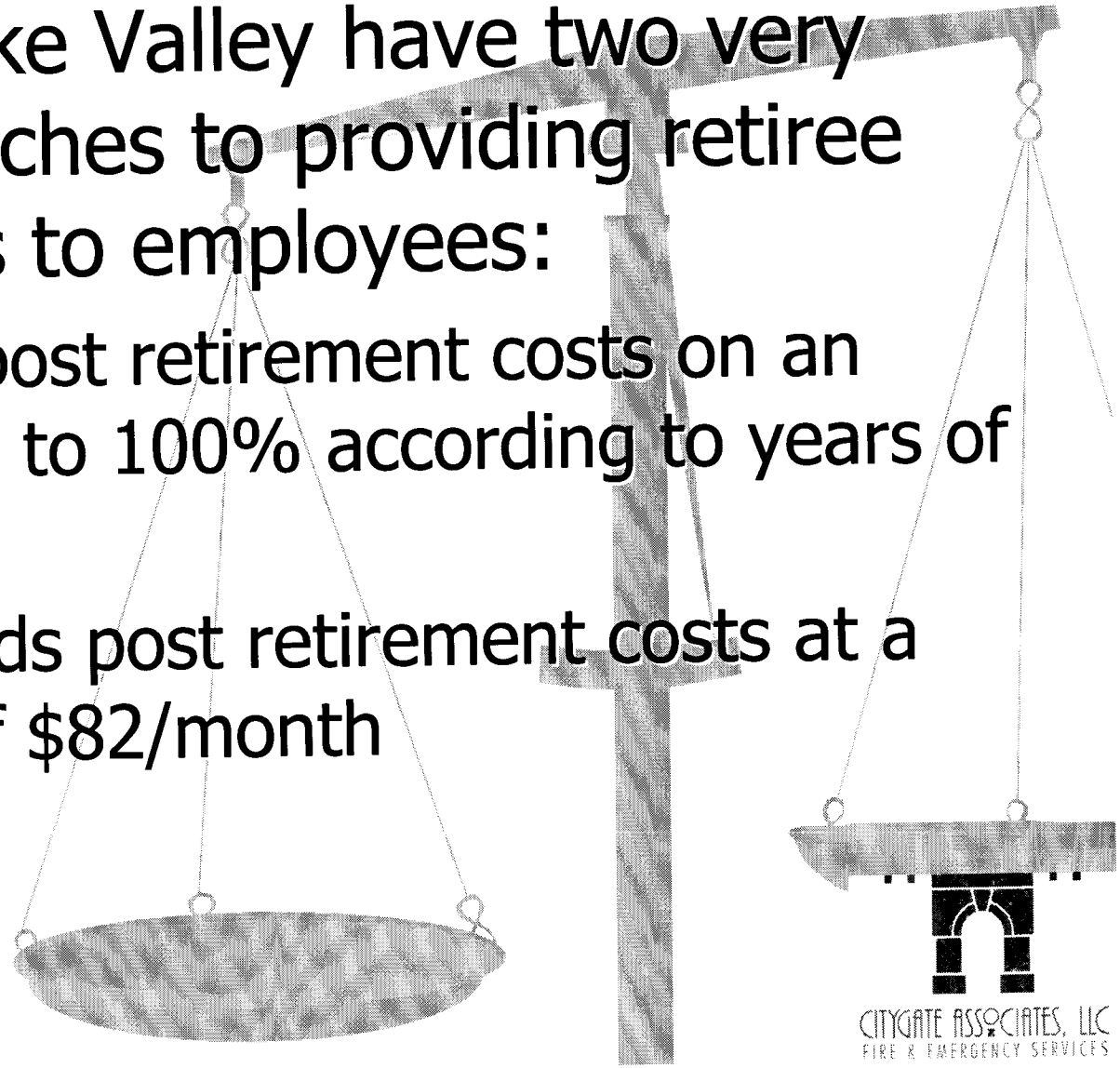


SOUTH LAKE TAHOE FIRE DEPT 1965

CITYGATE ASSOCIATES, LLC
FIRE & EMERGENCY SERVICES

Retiree Health Plan Costs

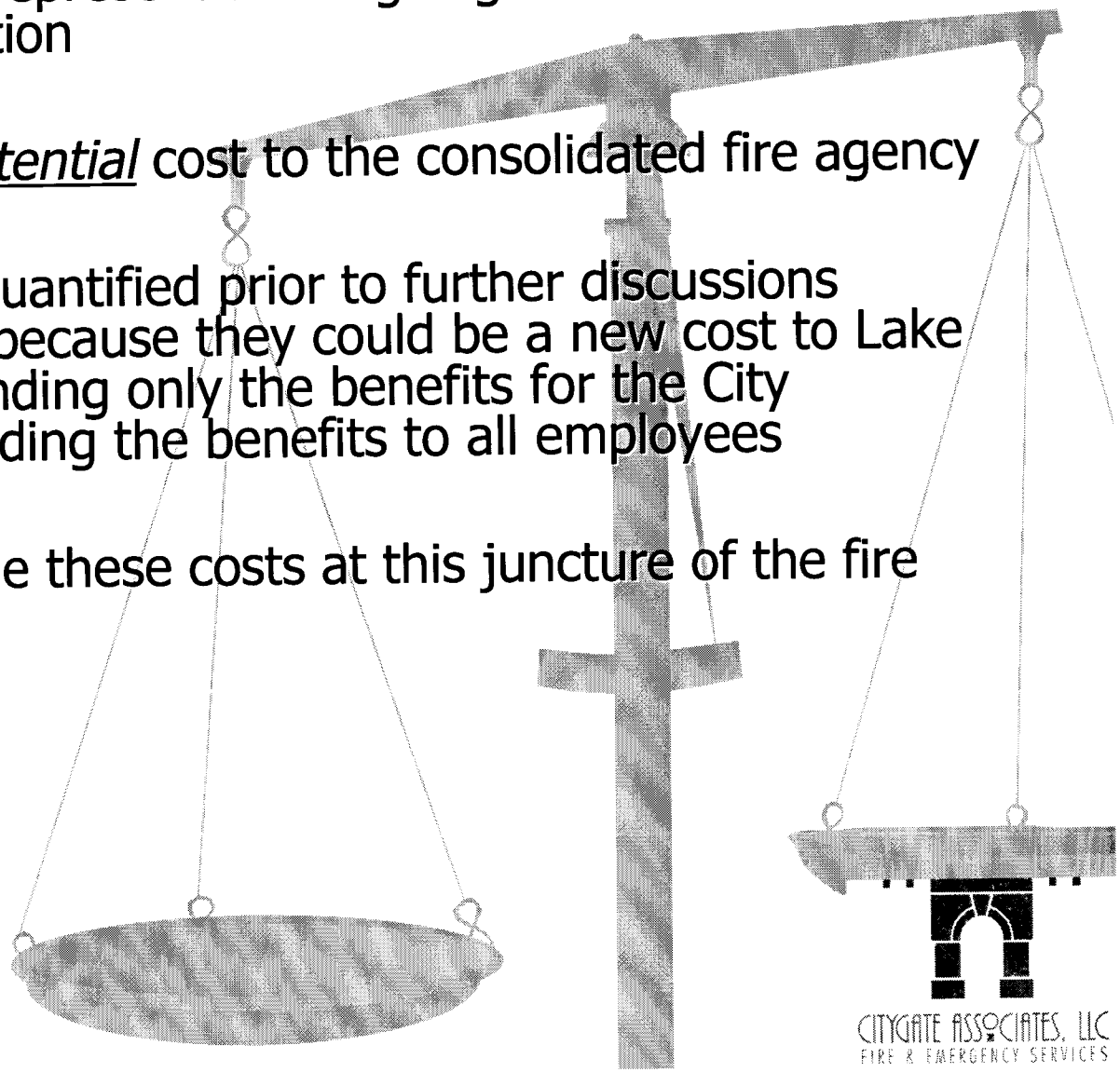
- The City and Lake Valley have two very different approaches to providing retiree medical benefits to employees:
  - The city funds post retirement costs on an earned scale up to 100% according to years of service
  - The District funds post retirement costs at a fixed amount of $82/month



CITYGATE ASSOCIATES, LLC
FIRE & EMERGENCY SERVICES

Retiree Health Finding

- Retiree medical benefits represent an on-going annual cost to the City even after consolidation
- They also represent a *potential* cost to the consolidated fire agency
- These costs need to be quantified prior to further discussions regarding consolidation, because they could be a new cost to Lake Valley, either through funding only the benefits for the City employees or from extending the benefits to all employees
- The City should determine these costs at this juncture of the fire consolidation study

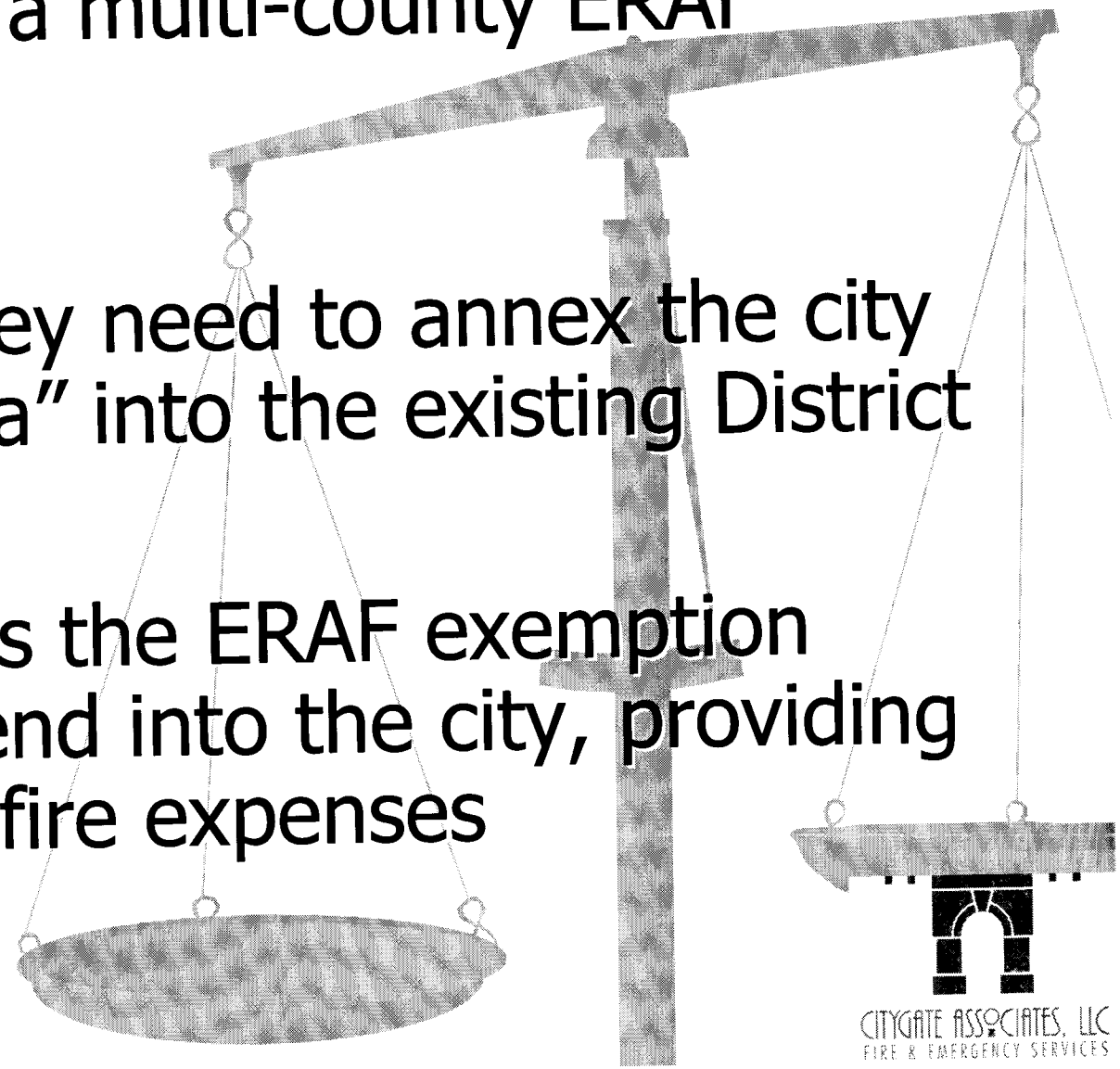


SOUTH LAKE TAHOE FIRE DEPT 1965

CITYGATE ASSOCIATES, LLC
FIRE & EMERGENCY SERVICES

Joint Financing Issues

- The District has a multi-county ERAF exemption
- To protect it, they need to annex the city "fire service area" into the existing District
- The District feels the ERAF exemption would then extend into the city, providing more dollars to fire expenses

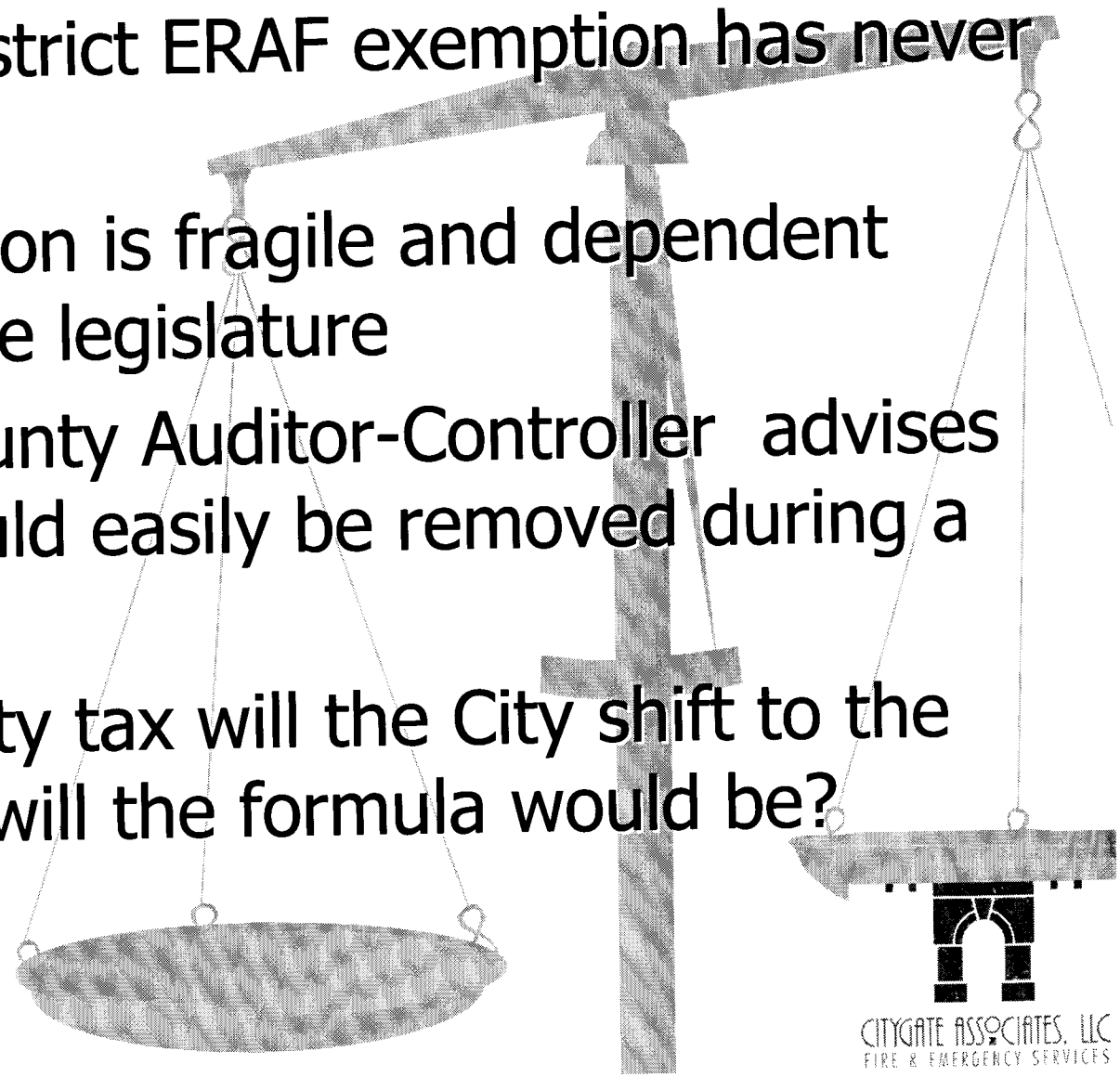


SOUTH LAKE TAHOE FIRE DEPT 1965

CITYGATE ASSOCIATES, LLC
FIRE & EMERGENCY SERVICES

Joint Financing Issues Cont.

- Such a city into district ERAF exemption has never been done
- The ERAF exemption is fragile and dependent year-to-year on the legislature
- The El Dorado County Auditor-Controller advises the exemption could easily be removed during a state audit
- How much property tax will the City shift to the District and what will the formula would be?

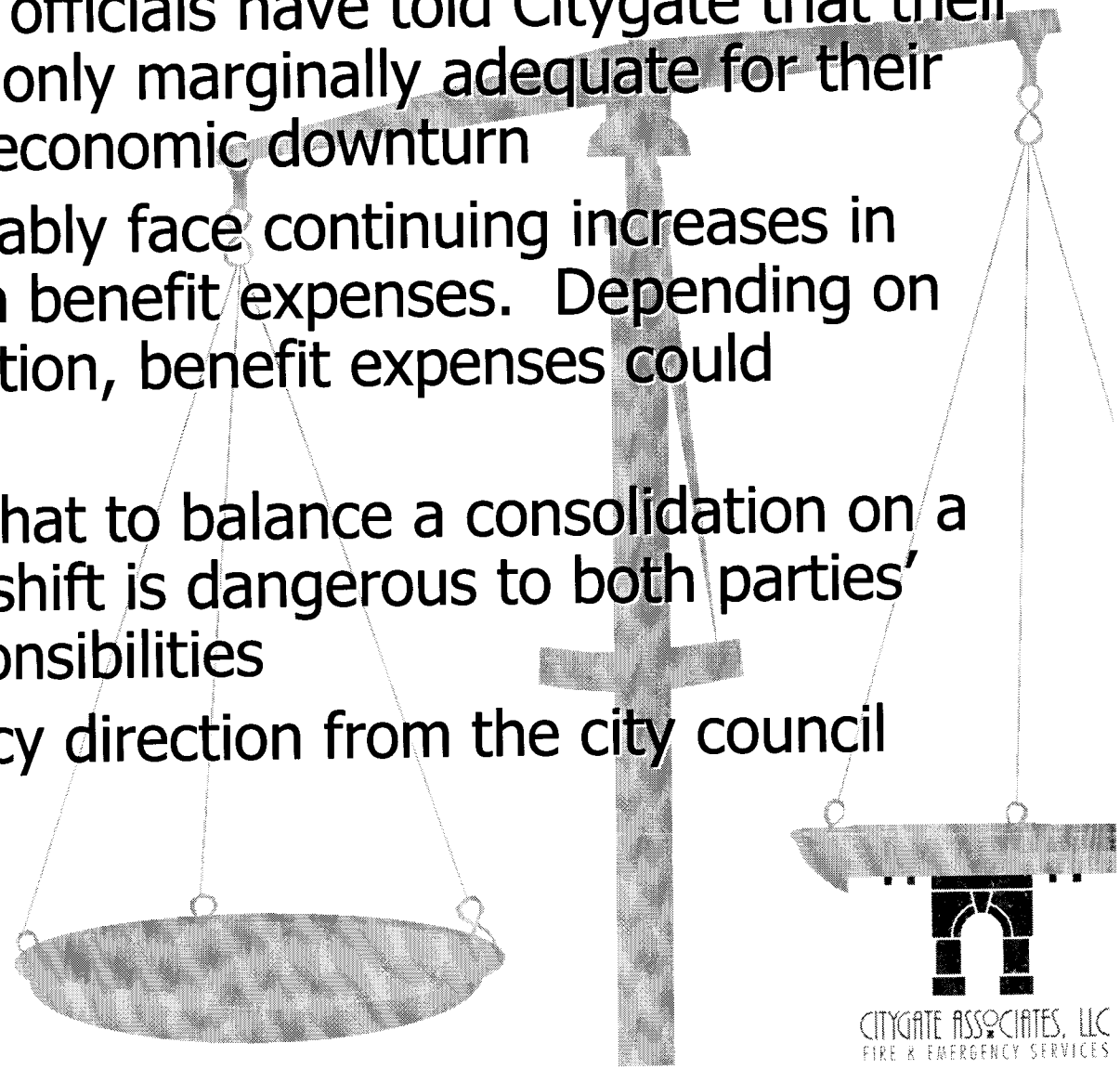


SOUTH LAKE TAHOE FIRE DEPT 1965

CITYGATE ASSOCIATES, LLC
FIRE & EMERGENCY SERVICES

Joint Financing Finding

- Both City and District officials have told Citygate that their current revenues are only marginally adequate for their expenses during the economic downturn
- Both parties will probably face continuing increases in retirement and health benefit expenses. Depending on the form of consolidation, benefit expenses could additionally increase
- Thus, Citygate feels that to balance a consolidation on a less than solid ERAF shift is dangerous to both parties' long-term fiscal responsibilities
- This issue needs policy direction from the city council



SOUTH LAKE TAHOE FIRE DEPT 1965

CITYGATE ASSOCIATES, LLC
FIRE & EMERGENCY SERVICES

Governance Issues

- An expanded District service area needs representation on the Board of Directors from the city –
  - How should the Board be expanded?
  - How will the city set service levels and continue to have cost increase control?
- The City Council has to set a policy framework within which to resolve these issues

CITYGATE ASSOCIATES, LLC
FIRE & EMERGENCY SERVICES

Employee Relations

- State law requires an agency such as the City and the District, to meet and confer with employees prior to a change in wages, hours or working conditions
- Both the City and the District must meet this requirement prior to making the decision to consolidate, since consolidation will affect the wages, hours and working conditions of both City and District fire service personnel
- Appendix B to this interim report outlines the principal differences in wages, hours and working conditions
- Prior to deciding whether to consolidate, both agencies need to meet and confer with employees to determine whether or not a resolution of these issues can be reached and if such a resolution will increase the cost of fire service.

Process Steps

- Request a CalPERS actuarial for the consolidation of city firefighters into Lake Valley and the resulting impact on city safety police costs and an actuarial study of the cost of retiree medical benefits. If these studies reflect a cost increase for one or both agencies, consider whether to proceed further with consideration of consolidation

- Both agencies determine if they can afford to risk acquiring and then losing an ERAF shift exemption, and if so, determine the amount of city property tax used to fund city fire services and use that information to request an ERAF Legal opinion from the County

- Agree politically on a governance model and simultaneously;
  - Hold a closed session to develop joint meet and confer guidelines for negotiations with employees on the difference in employee benefits
  - Open Meet and Confer with employee groups to determine if agreement can be reached

SOUTH LAKE TAHOE FIRE DEPT 1965

CITYGATE ASSOCIATES, LLC
FIRE & EMERGENCY SERVICES

Process Steps Cont.

- Reconvene a final consolidation study after actuarial studies and benefit levels are completed so an actual fiscal model can be built to allow final cost/benefit decision making

- If the final cost, governance and services model is jointly approved, apply to LAFCO for approval to expand the Lake Valley Fire District.

SOUTH LAKE TAHOE FIRE DEPT 1965

CITYGATE ASSOCIATES, LLC
FIRE & EMERGENCY SERVICES

Timelines

- The initial steps of acquiring and understanding the CalPERS actuarial valuation could take up to 90 days at this time of the year. Then the remaining steps could easily take three to 18 months. In total from October 2004, a reasonable final study timeline is 12 to 24 months

- Then, after the actual legal consolidation occurs, all the technical issues in blending the agencies such as moving employees to one payroll and MOU must actually occur. In Citygate's prior experience, the implementation phase can take another 12 to 48 months depending on the complexity of the issues and the willingness of the parties to make the consolidation work

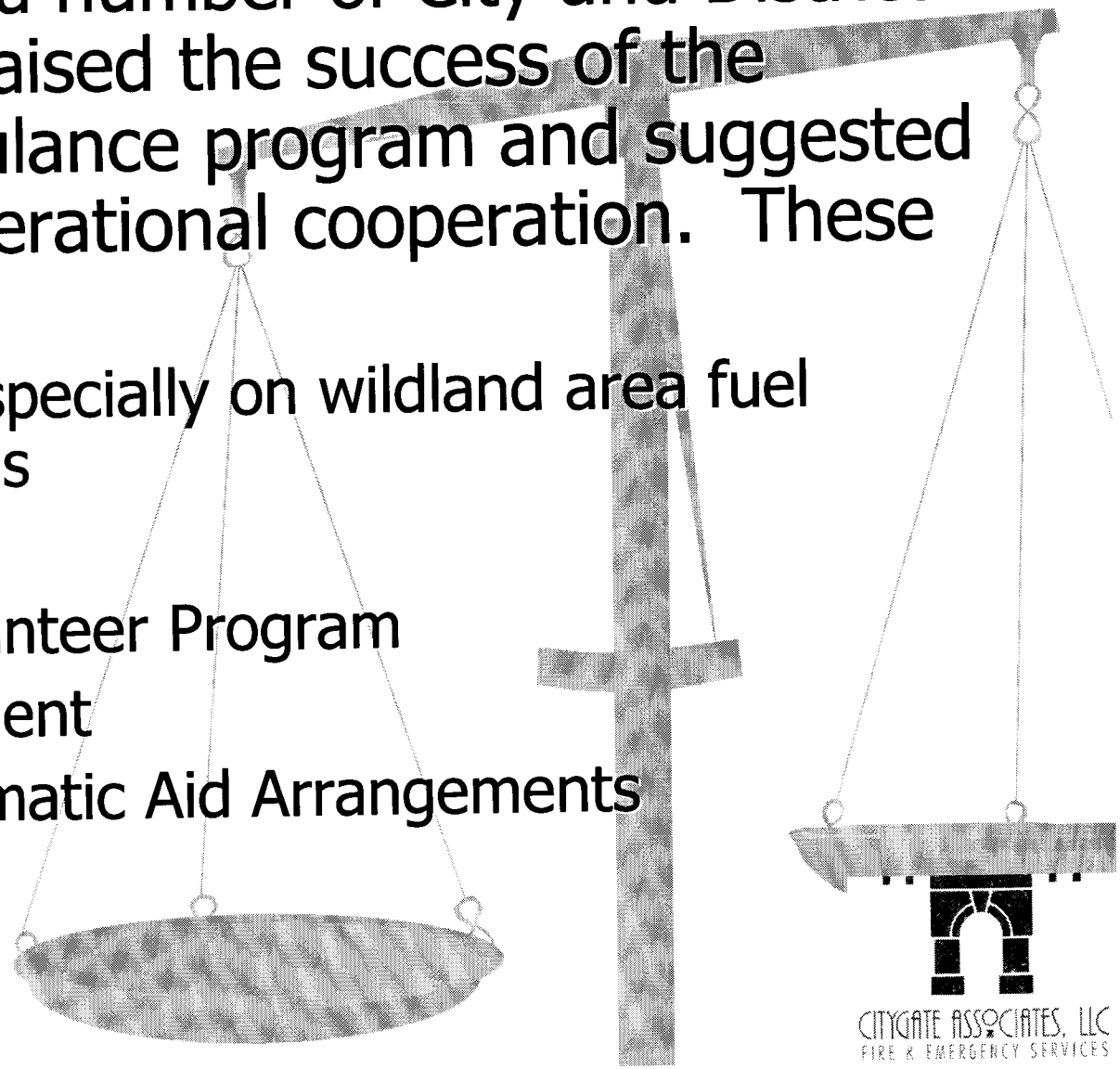
- There is no such thing as a quick, painless and low work consolidation. Those consolidations in California that were done improperly have failed and the agencies have reverted to their prior organizational structures.

SOUTH LAKE TAHOE FIRE DEPT 1965

CITYGATE ASSOCIATES, LLC
FIRE & EMERGENCY SERVICES

Alternatives

- In our interviews, a number of City and District representatives praised the success of the consolidated ambulance program and suggested other areas for operational cooperation. These include:
  - Fire prevention, especially on wildland area fuel reduction programs
  - Training
  - Reserves and Volunteer Program
  - Sharing of Equipment
  - Refining the Automatic Aid Arrangements



SOUTH LAKE TAHOE FIRE DEPT 1965

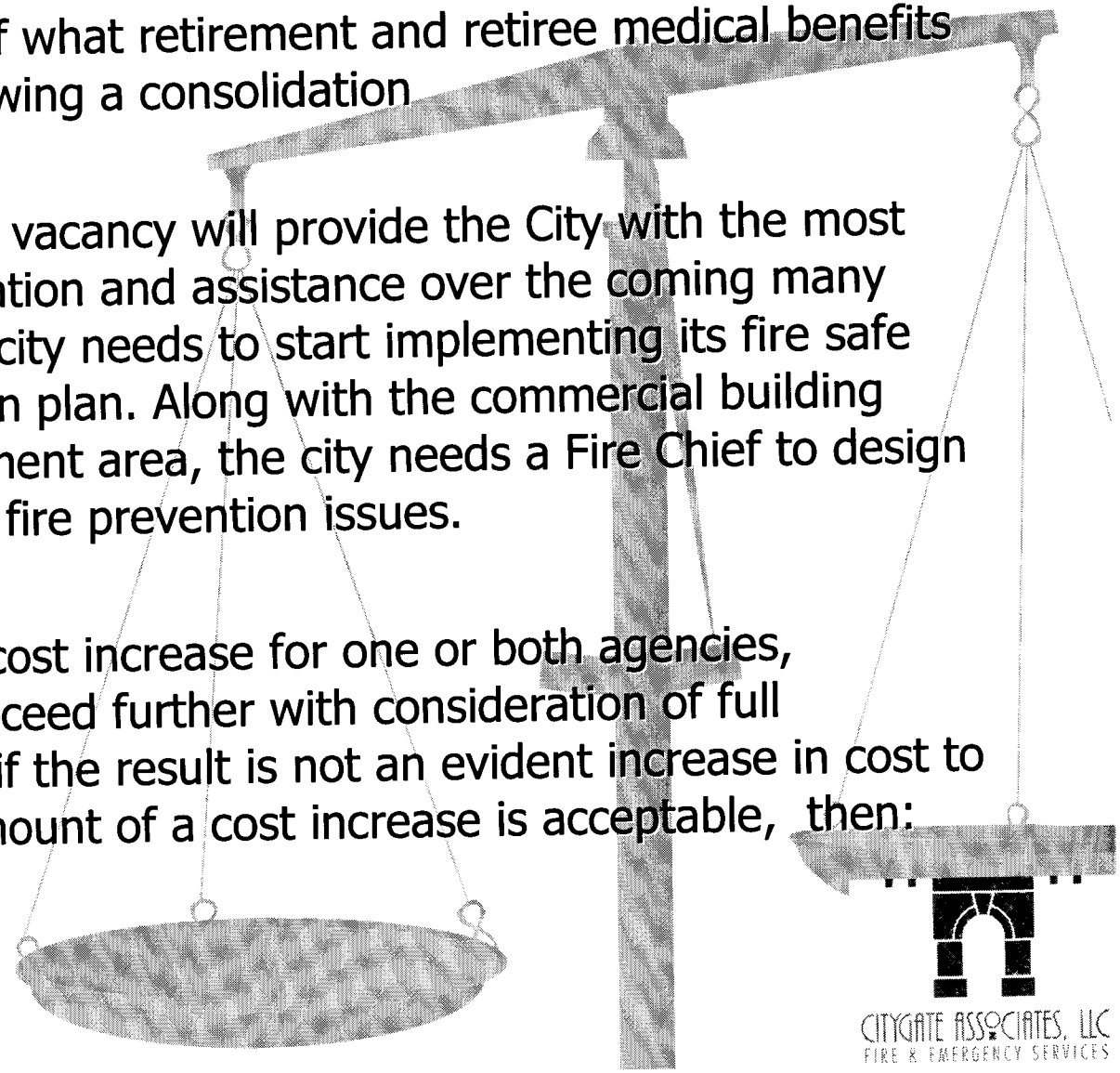
CITYGATE ASSOCIATES, LLC
FIRE & EMERGENCY SERVICES

Citygate's Recommendations

- The City pause in its consideration of fire service consolidation in order to obtain actuarial studies of what retirement and retiree medical benefits costs would likely be following a consolidation

- Filling the City's Fire Chief vacancy will provide the City with the most knowledgeable representation and assistance over the coming many months. Additionally, the city needs to start implementing its fire safe community's fuel reduction plan. Along with the commercial building growth in the re-development area, the city needs a Fire Chief to design and implement important fire prevention issues.

- If these studies reflect a cost increase for one or both agencies, determine whether to proceed further with consideration of full consolidation. However, if the result is not an evident increase in cost to either agency or if the amount of a cost increase is acceptable, then:



SOUTH LAKE TAHOE FIRE DEPT 1965

CITYGATE ASSOCIATES, LLC
FIRE & EMERGENCY SERVICES

Citygate's Recommendations

- Both agencies determine if they can afford to risk acquiring and then losing an ERAF shift exemption, and if so, determine the amount of city property tax used to fund city fire services and use that information to request an ERAF Legal opinion from the County

- The City Council and District Board representatives should meet to resolve how the consolidated fire service district would be governed and the City has to determine what, if any, guarantees with regard to service levels and service priorities it will have in a consolidated operation

- The agencies hold a closed session to develop joint meet and confer guidelines for negotiations with employees on the difference in employee benefits and then

- Open Meet and Confer with employee groups to determine if agreement can be reached. to resolve the differences in operational procedures and benefits between the two agencies

SOUTH LAKE TAHOE FIRE DEPT 1965

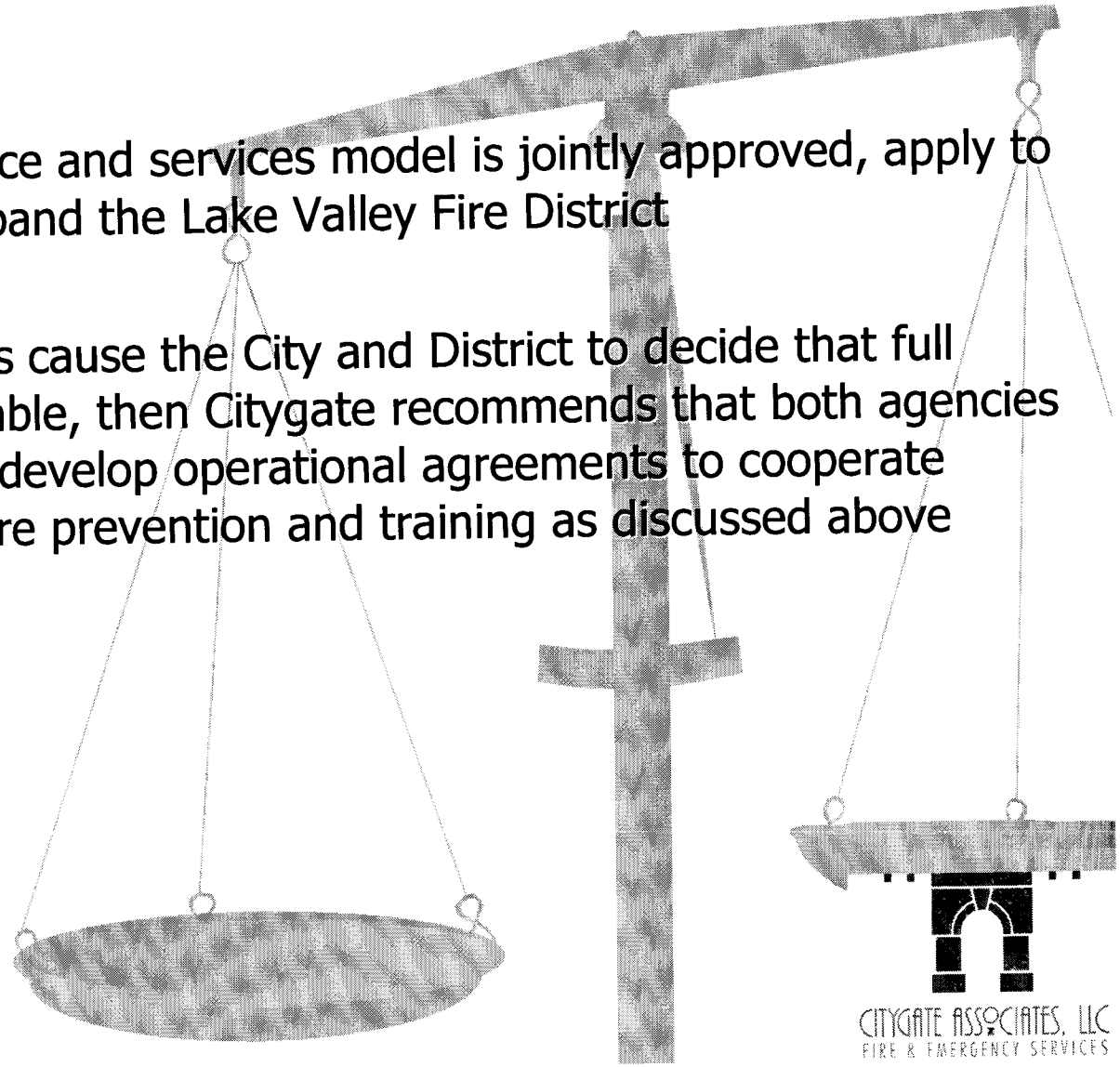
CITYGATE ASSOCIATES, LLC
FIRE & EMERGENCY SERVICES

Recommendations Continued

- Reconvene a final consolidation study after actuarial studies and benefit levels are completed so an actual fiscal model can be built to allow final cost/benefit decision making

- If the final cost, governance and services model is jointly approved, apply to LAFCO for approval to expand the Lake Valley Fire District

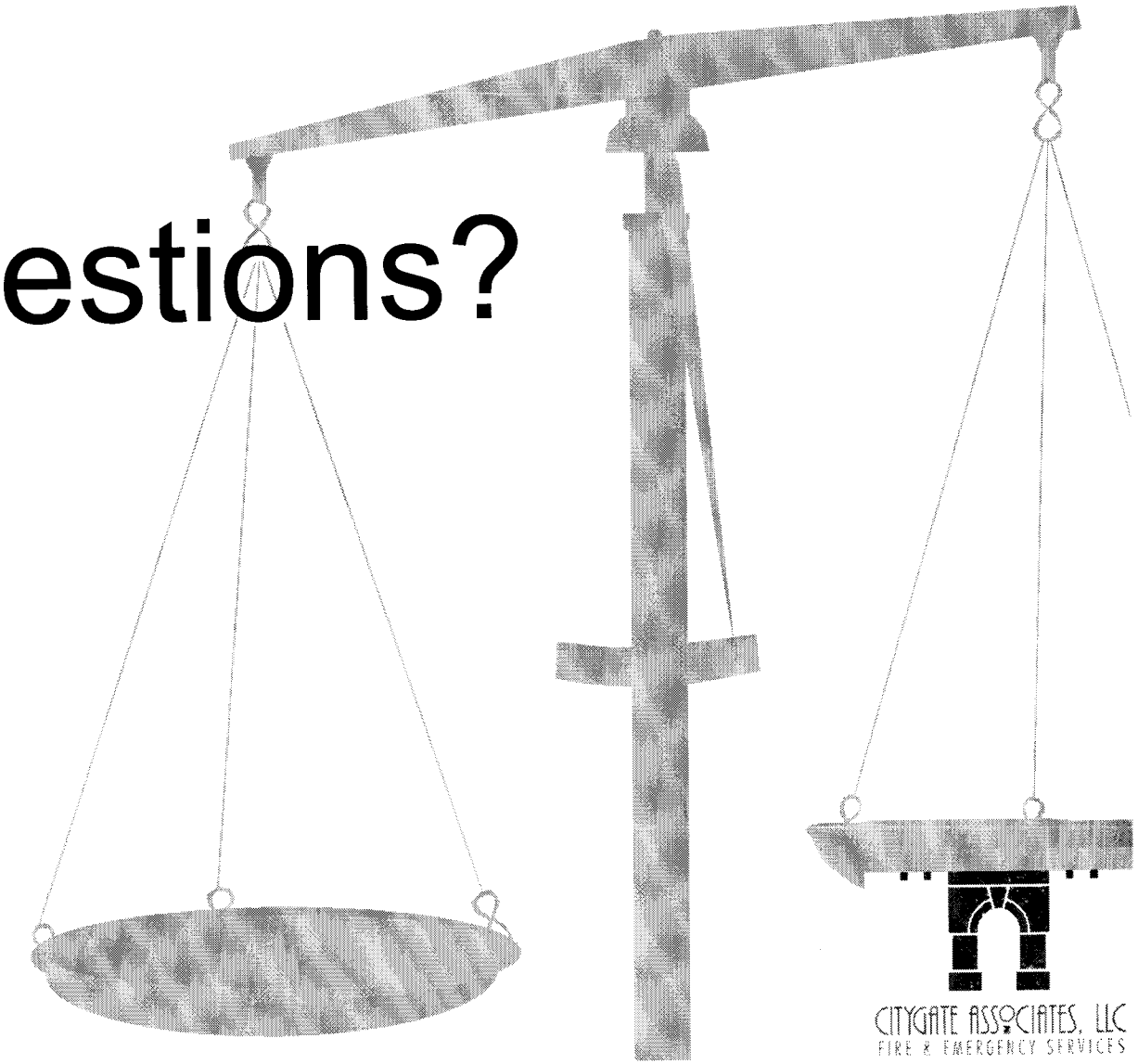
- If any of the above issues cause the City and District to decide that full consolidation is not advisable, then Citygate recommends that both agencies create working groups to develop operational agreements to cooperate further in areas such as fire prevention and training as discussed above



SOUTH LAKE TAHOE FIRE DEPT 1965

CITYGATE ASSOCIATES, LLC
FIRE & EMERGENCY SERVICES

Questions?



CITYGATE ASSOCIATES, LLC
FIRE & EMERGENCY SERVICES

CITY COUNCIL MEETING OF OCTOBER 19, 2004

UNFINISHED BUSINESS:

(b) Discussion and Possible Direction/Action Regarding Proposed Revisions/Amendments to the Tahoe Regional Planning Agency's Final Draft Regional Transportation Plan for the Lake Tahoe Basin 2004-2007 (RTP 2004)

WRITTEN INFORMATION ON THIS ITEM WILL BE DISTRIBUTED AND AVAILABLE PRIOR TO THE MEETING

City Council member John Upton referred to & explained amendments (@ the) 10/19/04 City Council Meeting

Addendum VB(b)

DRAFT

October 14, 2004

To: John Singlaub, Executive Director, Tahoe Regional Planning Agency

From: Mayor and Council, City of South Lake Tahoe

Subject: Requested Revisions, 2004 RTP language – Aviation and So. Lake Tahoe Airport

After consultation with City staff, the City's representative to the Advisory Planning Commission (APC), being informed of action by the APC, and other considerations, the city requests the following revisions to the final draft of the RTP:

1. Item 8.F,, page 40: Revise to read only "Modifications to the Airport Master Plan shall be predicated on a comprehensive feasibility of commercial air service."

Discussion: This is the action taken by the APC. The city intends that modifications to the Airport Master Plan will be based on a feasibility study that takes into account all possibilities. The City is concerned that the only possibilities specifically listed in the draft RTP are reductions from the 1993 Master Plan. If all possibilities are to be studied, then modifications from the 1993 plan that make possible increases must also be considered. The proper forum for defining the possibilities is in the feasibility study scoping and the study itself, not in the 2004 RTP. The revised language makes clear that it is not TRPA's intention to in advance prejudice or constrict the scope of the study.

2. Do not delete the language "Encourage air service as a viable alternative for travel to the Tahoe Region, provided all impacts can be mitigated."

Discussion: This is the action taken by the APC. It is consistent with the long-term position that alternatives to the automobile for travel to the Tahoe Region are preferred. The City is concerned that its explicit deletion suggests that air transportation will not be considered by TRPA. If all impacts can be mitigated, why would any non-automobile alternative not be considered?

3. The city's APC representative expressed concern as to why "the" was changed to "a" TRPA approved Airport Master Plan in the sentence referring to expansion of airport facilities. While the City does not object to the change, this kind of change raises concerns as to the weight TRPA attaches to the choice of words in its documents, and adds weight to the concerns giving rise to other issues raised in this letter.

4. Add the phrase "as may be amended from time to time" to the sentence "All operations for the Lake Tahoe Airport are subject to the terms of the Lake Tahoe Airport settlement agreement Master Plan."

Discussion: This addition was made at the Tahoe Transportation District (TTD) meeting. When a TTD representative suggested the language, TTD's legal counsel had indicated that language recognizing that change in the Airport Master Plan was expected was appropriate. The City assumes the failure to add the language was an oversight.

5. Aviation section (page 11), last paragraph, first sentence: Please add "in discussions with" after "join".

Discussion: The City's APC representative pointed out that the sentence could be interpreted to mean that TRPA is encouraging additional parties to be part of the settlement agreement. The City shares this concern, but has no objection to other interests, as may be appropriate, joining in the discussions.

The City Council requests that TRPA refer back to the Council's comment letter of September 7, 2004. While TRPA has made some changes in response to that letter, the City Council believes addition of the above changes would be consistent with, and appropriately responsive to, the issues raised on September 7.

Sincerely,

Tom Davis, Mayor
City of South Lake Tahoe

CITY COUNCIL MEETING OF OCTOBER 19, 2004

CITY COUNCIL/STRA MEMBER/CITY CLERK/CITY ATTORNEY/CITY MANAGER REPORTS:

Councilmembers, City Clerk, City Attorney and City Manager may provide brief reports. Councilmembers may also briefly comment on Council business, city operations, city projects and other items coming before the Council. This is also the opportunity for a Councilmember to request a specific issue come back on a future agenda for action. By consensus of the City Council, items may be referred to the City Manager and/or calendared for a future Council agenda. (Council Protocols, Page 2, #7). No action is taken at this time.

(a) Request by Mayor Davis to Place the City Council Department Budget on a future agenda for discussion.

Attached is the City Council Department Budget with the proposed amendments made by and being requested by Mayor Davis

and

the City Council Department Budget that was adopted at the September 28, 2004 Special Meeting

Fiscal Year 2004 - 2005 Budget

10001110 CITY COUNCIL

Object	Description	2003 Actuals	2004 Adopted	2005 Dept RQ	2005 Adopted
REVENUES					
	TOTAL	0	0	0	0
EXPENSES					
41025	ELECTED OFFICIAL STIPENDS	27,161	27,120	27,120	0
41110	MEDICAL/DENTAL INSURANCE	63,897	67,260	67,260	0
41111	VISION INSURANCE	1,448	1,526	1,526	0
41112	LIFE INSURANCE	726	765	765	0
41113	LONG TERM DISABILITY INSURANCI	0	280	0	0
41114	SURVIVOR'S BENEFIT	97	121	121	0
41116	PERS EMPOYER PORTION	67	794	2,810	0
41117	PERS EMPLOYEE PORTION/CITY PD	0	2,170	0	0
41120	WORKER'S COMPENSATION INSURN	1,074	1,085	1,085	0
41128	MEDICARE-REGULAR EMPLOYEES	393	394	394	0
42010	OFFICIAL/ADMINISTRATIVE SVCS	5,685	7500 ~~9,500~~	8,500	0
42020	PROFESSIONAL SERVICES	63	0	3,000	0
44020	COMMUNICATIONS	400	0	350	0
44030	ADVERTISING	115	0	0	0
44040	PRINTING & BINDING	472	546	546	0
44041	NOTICES & PUBLICATIONS	295	0	0	0
44050	TRAVEL (MEALS,HOTL,PERDIEM)	6,290	3,500 ~~4,925~~	8,000	0
44060	TRAINING/SEMINARS REGISTR,SUPP	1,500	0	3,000	0
44070	MEMBERSHIPS-DUES-SUBSCRIPTION	6,650	~~6,650~~	8,000	0
45010	GENERAL SUPPLIES WITHIN FY	2,589	1,425	1,425	0
45015	AWARDS	948	~~2,850~~	2,850	0
46110	MACHINERY & EQUIPMENT ($3,000)	4,964	1,900	6,500	0
	TOTAL	124,841	129,312	143,252	0
	NET REVENUES/EXPENSES:	124,841	129,312	143,252	0

116,386

Fiscal Year 2004 - 2005 Budget

10001110 CITY COUNCIL

Object	Description	2003 Actuals	2004 Adopted	2005 Dept RQ	**2005 Adopted**
REVENUES					
	TOTAL	0	0	0	**0**
EXPENSES					
41025	ELECTED OFFICIAL STIPENDS	27,161	27,120	27,120	**0**
41110	MEDICAL/DENTAL INSURANCE	63,897	67,260	67,260	**0**
41111	VISION INSURANCE	1,448	1,526	1,526	**0**
41112	LIFE INSURANCE	726	765	765	**0**
41113	LONG TERM DISABILITY INSURANCI	0	280	0	**0**
41114	SURVIVOR'S BENEFIT	97	121	121	**0**
41116	PERS EMPOYER PORTION	67	794	2,810	**0**
41117	PERS EMPLOYEE PORTION/CITY PD	0	2,170	0	**0**
41120	WORKER'S COMPENSATION INSURN	1,074	1,085	1,085	**0**
41128	MEDICARE-REGULAR EMPLOYEES	393	394	394	**0**
42010	OFFICIAL/ADMINISTRATIVE SVCS	5,685	9,500	8,500	**0**
42020	PROFESSIONAL SERVICES	63	0	1,000	**0**
44020	COMMUNICATIONS	400	0	350	**0**
44030	ADVERTISING	115	0	0	**0**
44040	PRINTING & BINDING	472	546	306	**0**
44041	NOTICES & PUBLICATIONS	295	0	0	**0**
44050	TRAVEL (MEALS,HOTL,PERDIEM)	6,290	4,925	4,000	**0**
44060	TRAINING/SEMINARS REGISTR,SUPP	1,500	0	3,500	**0**
44070	MEMBERSHIPS-DUES-SUBSCRIPTION	6,650	6,650	6,800	**0**
45010	GENERAL SUPPLIES WITHIN FY	2,589	1,425	1,425	**0**
45015	AWARDS	948	2,850	1,850	**0**
46110	MACHINERY & EQUIPMENT ($3,000)	4,964	1,900	500	**0**
	TOTAL	124,841	129,312	129,312	**0**
	NET REVENUES/EXPENSES:	124,841	129,312	129,312	**0**

CLOSED SESSION

CLOSED SESSION:

(a) LABOR NEGOTIATIONS (Government Code Section 54957.6)

City Negotiator: David Jinkens, City Manager

Employee Organizations: South Lake Tahoe Police Officers Association,

Firemen's Association, South Lake Tahoe Safety Management Association and South Lake Tahoe Police Supervisors' Committee

SHOWING DISTRIBUTION
E-MAIL AGENDA

City of South Lake Tahoe

"making a positive difference now"

CITY COUNCIL/
SOUTH TAHOE REDEVELOPMENT AGENCY/
SOUTH TAHOE JOINT POWERS FINANCING AUTHORITY/
SOUTH TAHOE JOINT POWERS PARKING AUTHORITY
MEETING AGENDA

Tuesday, October 19, 2004, 9:00 a.m.
City Council Chambers, 1900 Lake Tahoe Blvd.
South Lake Tahoe, California 96150

Tom Davis, Mayor
Kathay Lovell, Mayor Pro Tem
Councilmembers:
Judy Brown
Hal Cole
John Upton

ALL CITY COUNCIL MEETINGS ARE OPEN TO THE PUBLIC

PLEASE NOTE: THE MEETING LOCATION IS ACCESSIBLE TO PEOPLE WITH DISABILITIES. EVERY REASONABLE EFFORT WILL BE MADE TO ACCOMMODATE PARTICIPATION OF THE DISABLED AT ALL CITY COUNCIL MEETINGS; IF PARTICULAR ACCOMMODATIONS FOR THE DISABLED ARE NEEDED (i.e. DISABILITY-RELATED AIDS, OR OTHER SERVICES), PLEASE CONTACT THE CITY CLERK AT (530) 542-6004 AT LEAST 24 HOURS IN ADVANCE OF THE MEETING.

Agenda Packets are available for review at the City Clerk's Office, 1052 Tata Lane.

==========

CALL TO ORDER/PLEDGE OF ALLEGIANCE TO THE FLAG:

ROLL CALL:

PROCLAMATIONS:

10/14 emailed Judi Sparrow - accepting with other breast cancer survivors

(a) **A Proclamation Recognizing the Month of October, 2004 as "Breast Cancer Awareness Month" in the City of South Lake Tahoe**

Eugene Ross - called will accept 10/14

(b) **Certificate of Recognition Presented to Eugene W. Ross for his Dedicated Service as Commander of the Veterans of Foreign Wars Post 2627 and the American Legion Post 795**

(c) **A Proclamation Recognizing the Retirement of Mike Turner, Heavy Equipment Operator, for 25 Years of Outstanding Service to the City of South Lake Tahoe** will not be accepting - out of town

PLEASE SEE THE CITY CLERK IF YOU NEED ASSISTANCE.
A COPY OF ALL WRITTEN MATERIAL PRESENTED AT THE MEETING MUST BE PROVIDED TO THE CITY CLERK FOR THE PUBLIC RECORD

Susan Alessi, CMC, City Clerk · (530) 542-6004
Administrative Center · 1052 Tata Lane · South Lake Tahoe, CA 96150-6324 · (530) 542-7411 FAX
salessi@ci.south-lake-tahoe.ca.us

COMMUNICATIONS FROM THE AUDIENCE:

This is the public's chance to speak on any topic not listed on this agenda. Please hold your comments to five minutes (or less). NOTE: California "Open Meeting Law" (better known as the "Brown Act") prohibits any action or discussion on any item not listed on the posted agenda EXCEPT that members of the City Council or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights. In addition, on their own initiative, or in response to questions posed by the public, a member of the City Council, or its staff, may ask a question for clarification provide a reference for factual information or request staff to report back to the Council. Persons appearing under "Communications from the Audience (regarding) non-agenda items" who desire to appeal a decision of a city commission, or staff, are required to see the City Clerk regarding the appeal fee, and paperwork necessary to be filed prior to having the item scheduled for a future Council agenda. This portion of the meeting is not video taped.

COMMISSION REPORT(S): (Oral Reports at the Meeting)

ADOPTION OF REGULAR & CONSENT AGENDA:

NOTE: If you want discussion on a CONSENT item, please tell the City Clerk prior to the commencement of the meeting and the item will be "pulled forward" for full discussion under the CONSENT FORWARD portion on the agenda. All the rest of the items which are not "pulled forward" receive an automatic 'YES' vote and the City Manager's Recommendation is carried out.

CONSENT AGENDA:		Item:	City Manager's Recommendation:
CC	1.	**Minutes:** **October 5, 2004 City Council/South Tahoe Redevelopment Agency Meeting**	**Approve**
CC	2.	**Monthly Financial Report for August, 2004**	**Receive and File**
CC	3.	**Resolution Adopting Establishment of 2004/05 Appropriation Limit in Compliance with Proposition 111**	**Adopt Resolution**

CONSENT AGENDA:

	Item:		City Manager's Recommendation:
CC	4.	Resolution of the City Council of the City of South Lake Tahoe Delegating Its Investment Authority to the City Treasurer and Reconfirming and Adopting the City Written Investment Policy Statement for the Fiscal Year October 1, 2004 to September 30, 2005	Adopt Resolution
CC	5.	An Ordinance Amending South Lake Tahoe City Code Section 32-20 Regarding Condominium Conversion of Certain Residential Property	Adopt Ordinance
CC	6.	An Ordinance Amending South Lake Tahoe City Code Section 8-40 Regarding Numbering of Buildings	Adopt Ordinance
CC	7.	General Plan Progress Report on the Implementation of the Housing Element	Receive and File; Forward to California Department of Housing and Community Development
CC	8.	Resolution Authorizing a Correction to the Amendment to Contract between the City of South Lake Tahoe City Council and the Board of Administration California Public Employees' Retirement System (Prior Pending Litigation that is No Longer Being Considered Regarding Implementation of the Enhanced Formula for Miscellaneous Employees)	Adopt Resolution
CC	9.	Resolution Authorizing Public Works Director to Submit a Grant Application to the United States Forest Service for $700,000 for the Al Tahoe Best Management Practices (BMP) Project, PWC 2004-01	Adopt Resolution; Authorize Mayor to Execute Grant Agreement
CC	10.	Contract Changes Order Numbers 8-17 between the City of South Lake Tahoe and Burdick Excavating Company, Inc. for the Glorene and Eighth Street Erosion Control Project, PWC 1999-15 ($169,957.19)	Approve Contract Change Orders 8-17

Agenda David Kelly called 10/14 EB

Staff Report Helga Interoffice 10/18 EB

Agenda See Yellow emailed 10/14 EB

Agenda See Yellow

CONSENT AGENDA:

	Item:		City Manager's Recommendation:
CC	11.	Agenda See Yellow 10/14 EB Agreement between the City of South Lake Tahoe and Martin Alessi, dba Discount Boat and RV Supply, for Boat Storage Services at the Lake Tahoe Airport	Approve and Authorize Mayor to Execute Agreement
CC	12.	Agenda See Yellow mailed 10/14 EB Resolution for Nuisance Abatement Costs Incurred at 960 Glorene Avenue – APN #23-351-041	Adopt Resolution
CC	13.	Resolution to Establish Budget in the Police Department for Minor Decoy Program Mini-Grant Award from the Department of Alcoholic Beverage Control (ABC)	Adopt Resolution
CC	14.	Ordinance Amending Various Sections of Chapter 12 of the South Lake Tahoe City Code Relating to Fire Protection within the City of South Lake Tahoe	Waive First Reading; Refer to Second Reading and Adoption at the November 2, 2004 City Council Meeting
STJPPA	15.	Report on Operation and Financial Status of the Public Parking Garage and Parking Enforcement for September 2004	Receive and File Report
STJPPA	16.	Agreement with Fehr & Peers, Transportation Consultants, to Complete Parking Garage Rate Fee Structure Analysis ($17,500)	Approve and Authorize City Manager to Execute Agreement

CONSENT FORWARD:

PUBLIC HEARING:

(a) A Resolution of the City Council of the City of South Lake Tahoe Establishing a Schedule for Fees and Charges for City Services (Master Fee Schedule 2004-05)

Recommendation: Hear Staff Report; Hold Public Hearing; Adopt Resolution

INFORMATIONAL PRESENTATION:

(a) Presentation Regarding November 2, 2004 State of California Ballot Measure Proposition 1A – Protection of Local Government Revenues

UNFINISHED BUSINESS:

Staff Report Jeff Michael LVFD Battilion Chief mailed 10/18 EB

(a) Preliminary Report from Citygate Associates on Preliminary Assessment of the South Lake Tahoe/Lake Valley Fire Consolidation Study

Recommendation:

1. **Hear presentation by Staff and Citygate Consultants;**
2. **Receive Public Comment;**
3. **Authorize City Staff and Consultants to Pause in the Consideration of Fire Service Consolidation in Order to Obtain Additional Cost-Related Information Necessary for Policy Makers to Make a Fully-Informed Decision on the Issue of Consolidation as Recommended by Citygate**

CITY COUNCIL/STRA MEMBER/CITY CLERK/CITY ATTORNEY/CITY MANAGER REPORTS:
Councilmembers, City Clerk, City Attorney and City Manager may provide brief reports. Councilmembers may also briefly comment on Council business, city operations, city projects and other items coming before the Council. This is also the opportunity for a Councilmember to request a specific issue come back on a future agenda for action. By consensus of the City Council, items may be referred to the City Manager and/or calendared for a future Council agenda. (Council Protocols, Page 2, #7). No action is taken at this time.

(a) Request by Mayor Davis to Place the City Council Department Budget on a future agenda for discussion.

CLOSED SESSION:

(a) LABOR NEGOTIATIONS (Government Code Section 54957.6)
City Negotiator: David Jinkens, City Manager
Employee Organizations: South Lake Tahoe Police Officers Association, Firemen's Association, South Lake Tahoe Safety Management Association and South Lake Tahoe Police Supervisors' Committee

ADJOURNMENT:

PLEASE NOTE: ALL CITY COUNCIL MEETINGS ARE VIDEOTAPED AND PLAYED DAILY AT 9:00 A.M. AND 7:00 P.M. ON GOVERNMENT ACCESS CHANNEL 21

Suzie Alessi

From: Suzie Alessi
Sent: Friday, October 15, 2004 9:46 AM
To: +EVERYONE
Subject: October 19, 2004 City Council Meeting Agenda

FYI

Susan Alessi, CMC
City Clerk
City of South Lake Tahoe
1052 Tata Lane
South Lake Tahoe, CA 96150
Office: (530) 542-6004
Fax: (530) 542-7411

HP Fax Series 900
Plain Paper Fax/Copier

Fax History Report for
City Clerk
(530)542-7411
Oct 18 2004 10:10am

Last Fax

Date	Time	Type	Identification	Duration	Pages	Result
Oct 18	10:03am	Sent	95427160	6:33	6	OK

Result:
OK - black and white fax

Faxed agenda
Ed Mosur

BC Proc.

Ellen Boyle

From: Judi Sparrow [judisparrow@charter.net]
Sent: Friday, October 15, 2004 4:05 PM
To: Ellen Boyle
Subject: Re: City Council Meeting Agenda

Hi Ellen -

Thanks so much for all of your help from everyone there with the Breast Cancer Awareness Proclamation. I plan on having some our support group women there with me - this is so exciting for us to spread the word. As a 2 1/2 year survivor I have been very busy this week with presentations to the morning and noon Soroptimist Intl. groups, Rotary Club and Tahoe Tribune newspaper interview about breast cancer and the internet venture my sister and I have launched as a result of breast cancer. Please go to www.chemobuddyclub.com to read all about it and how it started. I was diagnosed in 2002 and my 36 year old daughter in Texas was diagnosed in July 2003. It's a real passion of mine and I love to talk to groups and organizations about breast cancer awareness and Chemo Buddy Club. Looking forward to meeting all of you on Tuesday. Have a great weekend, and thanks again.

Judi Sparrow
South Lake Tahoe Breast Cancer Support Group
P.O. Box 11372
Zephyr Cove, NV 89448
775/586-1066
judisparrow@charter.net
www.chemobuddyclub.com

----- Original Message -----
From: Ellen Boyle
To: JUDISPARROW@charter.net
Sent: Friday, October 15, 2004 10:38 AM
Subject: City Council Meeting Agenda

Hi Judi

I have been working with Fred Mercado to put the Breast Cancer Awareness Proclamation on this agenda.

Please see the Proclamation section. The mayor will read and present to you and friends. The meeting starts at 9 a.m.

Ellen Boyle, Assistant City Clerk
City of South Lake Tahoe
1052 Tata Lane
(530) 542-6003
(530) 542-7411 FAX

Judi Sparrow and Breast Cancer Survivors

Will Be Accepting

A Proclamation Recognizing the Month of October 2004 as Breast Cancer Awareness Month

Eugene W. Ross
Commander of VFW Post
2627 and Commander of
American Legion Post 795

Will Be Accepting

Certificate of Recognition

Mike Turner, Heavy Equipment Operator

Will Not Be Accepting
(He is in Maui)

A Proclamation Recognizing his Retirement for 25 Years of Outstanding Service to the City of South Lake Tahoe

City of South Lake Tahoe

"making a positive difference now"

September 17, 2004

Mike Turner
City of South Lake Tahoe
1700 D St.
South Lake Tahoe, CA 96150

Dear Mike:

I have enclosed a copy of the City Council/South Tahoe Redevelopment Agency/South Tahoe Joint Powers Parking Authority meeting agenda for Tuesday, October 19, 2004.

On behalf of the City Council of the City of South Lake Tahoe I would like to cordially invite you to attend to receive a "Proclamation Recognizing your Retirement and Honoring you for 25 Years of Outstanding Service to the City of South Lake Tahoe".

The Mayor, Tom Davis, will present you this proclamation at 9:00 a.m., or as soon thereafter as possible. This portion of the meeting is televised. Please be prepared to take this opportunity to make a brief comment, if you would like, for those in attendance at the meeting as well as our city residents who view the meetings on our Local Government Access Channel 21.

Please call me at 542-6004 or email me at salessi@cityofslt.us to confirm that you will be able to attend.

I look forward to seeing you at the meeting.

Sincerely,

Susan Alessi
City Clerk

Enclosure

Susan Alessi, CMC, City Clerk · (530) 542-6004
Administrative Center · 1052 Tata Lane · South Lake Tahoe, CA 96150-6324 · (530) 542-7411 FAX
salessi@ci.south-lake-tahoe.ca.us

536

Ellen Boyle

From: Ellen Boyle
Sent: Friday, October 22, 2004 10:05 AM
To: 'Victoria Crump'
Subject: ORD 945 & 946

Victoria

Please publish in the Tahoe Daily Tribune on Wednesday, October 27, 2004. Please provide an Affidavit of publication.

Ellen Boyle, Assistant City Clerk
City of South Lake Tahoe
1052 Tata Lane
(530) 542-6003
(530) 542-7411 FAX

Ellen Boyle

From: Victoria Crump [vcrump@t-can.org]
Sent: Friday, October 22, 2004 4:32 PM
To: Ellen Boyle
Subject: Re: ORD 945 & 946

Your ad is scheduled as requested and the cost is as follows:
Ord. 945 $89.90
Ord. 946 $92.25

Victoria (Vicki) Crump
Legal Clerk
Phone 775/881-1201
Fax 775/887-2408
877-999-9701 ex.201
legals@t-can.org

9

AGENDA DISTRIBUTION FORM

Please attach this distribution form to your agenda report and submit to the City Clerk's Office by Noon on Tuesday prior to the Meeting.

Meeting Date:	October 19, 2004
From:	Jason Dukes, Assistant Engineer

PLEASE CHECK APPROPRIATE BOXES BELOW:

City Council	x	**Proclamation:**		**Consent:**	x
STRA:		**Public Hearing:**		**New Business:**	
STHA:		**Presentations:**		**Unfinished Business:**	
STJPFA:		**Closed Session:**		**Other:**	

----- Agenda Item -----

Resolution Authorizing Public Works Director to Submit an Application to the United States Forest Service for $700,000 for the Al Tahoe BMP Project, PWC-2004-01 and Authorize the Mayor to Execute a Grant Agreement between the City of South Lake Tahoe and the United States Forest Service

----- Distribution -----

Name	Address Please incude email address (if applicable)	Phone No.
Sue Norman*	USFS	snorman@fs.fed.us

*Emailed 10/13/04

10

AGENDA DISTRIBUTION FORM

Please attach this distribution form to your agenda report and submit to the City Clerk's Office by Noon on Tuesday prior to the Meeting.

Meeting Date:	October 19, 2004
From:	Kit Riddle, Associate Civil Engineer

PLEASE CHECK APPROPRIATE BOXES BELOW:

City Council	x	**Proclamation:**		**Consent:**	x
STRA:		**Public Hearing:**		**New Business:**	
STHA:		**Presentations:**		**Unfinished Business:**	
STJPFA:		**Closed Session:**		**Other:**	

----- Agenda Item -----

Contract Change Order Numbers 8-17 for the Glorene and Eighth Street Erosion Control Project, PWC 1999-15 ($169,957.19)

----- Distribution -----

Name	Address Please incude email address (if applicable)	Phone No.
Steve Peck*	Engineering	X 6038

*Emailed 10/13/04

AGENDA DISTRIBUTION FORM

Please attach this distribution form to your agenda report and submit to the City Clerk's Office by Noon on Tuesday prior to the Meeting.

Meeting Date:	October 19, 2004
From:	Brad Vidro, Public Works Director/City Engineer

PLEASE CHECK APPROPRIATE BOXES BELOW:

City Council	x	**Proclamation:**		**Consent:**	x
STRA:		**Public Hearing:**		**New Business:**	
STHA:		**Presentations:**		**Unfinished Business:**	
STJPFA:		**Closed Session:**		**Other:**	

----- Agenda Item -----

Agreement between the City of South Lake Tahoe and Martin Alessi for Boat Storage Services at the Lake Tahoe Airport

----- Distribution -----

Name	Address Please incude email address (if applicable)	Phone No.
Fred Mercado*	Legal Coordinator	X6049
Martin Alessi	Discount Boat and RV, 2494 Lake Tahoe Boulevard, South Lake Tahoe, CA 96150	

*emailed 10/13/04

11

Suzie Alessi

From: David Jinkens
Sent: Friday, September 24, 2004 5:29 PM
To: Catherine DiCamillo
Cc: Suzie Alessi; kathay
Subject: RE: Vacation Rental Subcommittee meeting

Cathy:

Thank you for your advice and help.

David

-----Original Message-----
From: Catherine DiCamillo
Sent: Friday, September 24, 2004 5:06 PM
To: 'kathay'
Cc: David Jinkens; Suzie Alessi
Subject: RE: Vacation Rental Subcommittee meeting

I have spent 4-5 hours in the past 2 days reviewing and researching the law for conflicts in contractual situations. As I cannot find a definitive answer (and what I have read so far does not favor proceeding) I placed a call to the "Conflicts expert" at the Attorney General's office who I have consulted with on one or two occasions in the past. I just left him a message this afternoon. As I was typing this email, he returned my call. His opinion, which I have no problem agreeing with, is that the City can proceed to enter into a contract with the City Clerk's husband as long as she does not participate in any way in the making of the agreement, determining its terms, or influencing anyone in determining the terms or how to vote. I suggested that Ellen take the minutes for that part of the meeting which he said is a good idea to further protect the process and eliminate any accusation of Suzie influencing or attempting to influence the council's decision on whether to enter into a lease with Marty. I was struggling with the issue because Suzie is an elected official, but was told for these purposes she is treated as any other city employee. It is clear that such a lease agreement cannot be entered into between the City and anyone on the council, or a business with which they are affiliated or have an ownership interest.

-----Original Message-----
From: kathay [mailto:kathay@sbcglobal.net]
Sent: Friday, September 24, 2004 12:07 PM
To: Catherine DiCamillo
Cc: David Jinkens
Subject: RE: Vacation Rental Subcommittee meeting

Thank you. Cathy could you tell me the status of the boat trailer storage at the Airport. I understand it is in your office to review and we are as usual on a time crunch as people are making arrangements to store their boats off the hill and want to make this happen this next week if possible. Could you let me know the status when you get a chance.
Thanks,
Kathay

From: Catherine DiCamillo [mailto:cdicamillo@ci.south-lake-tahoe.ca.us]
Sent: Friday, September 24, 2004 10:55 AM
To: David Jinkens; kathay
Cc: MaryAnne Brand; Fred Mercado; Lori Marino
Subject: RE: Vacation Rental Subcommitee meeting

12

AGENDA DISTRIBUTION FORM

Please attach this distribution form to your agenda report and submit to the City Clerk's Office by Noon on WEDNESDAY prior to the Meeting.

Meeting Date:	October 19, 2004
From:	Tim F. Donley

PLEASE CHECK APPROPRIATE BOXES BELOW:

City Council:	x	**Proclamation:**		**Consent:**	x
STRA:		**Public Hearing:**	x	**New Business:**	
STHA:		**Presentations:**		**Unfinished Business:**	
STJPFA:		**Closed Session:**		**Other:**	

----- Agenda Item -----

Resolution for Nuisance Abatement Costs Incurred at 960 Glorene, APN# 23-351-041

----- Distribution -----

Name	Address Please include e-mail address (if applicable)	Phone No.
Joseph Quellette	1537 Sean Drive, Placerville, CA. 95667	
	2101 Shoreline Drive #284 Alameda, CA. 94501	(510) 522-7142

PH (a)

NOTICE OF
PUBLIC HEARING
CITY OF SOUTH LAKE TAHOE
2004/05 FISCAL YEAR
MASTER FEE RESOLUTION

NOTICE IS HEREBY GIVEN that the City Council/South Tahoe Redevelopment Agency/South Tahoe Joint Powers Financing Authority/South Tahoe Joint Powers Parking Authority will conduct a PUBLIC HEARING on Tuesday, October 19, 2004 at 9:00 a.m. or as soon thereafter as possible, in the City Council Chambers, 1900 Lake Tahoe Blvd., South Lake Tahoe, CA.

THE PURPOSE OF THE PUBLIC HEARING WILL BE TO RECEIVE PUBLIC INPUT ON THE 2004/05 FISCAL YEAR PROPOSED RESOLUTION ADOPTING THE MASTER FEE SCHEDULE. ACTION IS ANTICIPATED TO BE TAKEN ON THIS ITEM BY THE CITY COUNCIL FOLLOWING PUBLIC INPUT.

All interested persons are invited to attend or to write their comments to the City Council in care of the City Clerk.

City Council/South Tahoe Redevelopment Agency/South Tahoe Joint Powers Financing Authority/South Tahoe Joint Powers Parking Authority agendas are available on the City Clerk's Web Page, attached to the City's Website at www.cityofslt.us. You may also pick up copies of the agenda and review the 2004/05 Proposed Master Fee Schedule prior to the meeting at the City Clerk's Office, located at the City Administrative Center, 1052 Tata Lane, South Lake Tahoe, California.

Susan Alessi

Susan Alessi, City Clerk
CITY OF SOUTH LAKE TAHOE
1052 Tata Lane
So. Lake Tahoe, CA 96150
(530) 542-6004

Distribution:
SA 10/6 everyone
POSTED AT 1900 LAKE TAHOE BLVD. AND 1052 TATA LANE
10/7 EB

NOTE TO TAHOE DAILY TRIBUNE ONLY: PLEASE PUBLISH ONE TIME ON FRIDAY, OCTOBER 8, 2003.

Suzie Alessi

From: Suzie Alessi
Sent: Wednesday, October 06, 2004 6:34 PM
To: 'Victoria Crump'
Subject: Notice of PH - Master Fee Schedule

Hi Victoria:
Please publish the attached Notice of Public Hearing on Friday, October 8, 2004

Thank You!

Susan Alessi, CMC
City Clerk
City of South Lake Tahoe
1052 Tata Lane
South Lake Tahoe, CA 96150
Office: (530) 542-6004
Fax: (530) 542-7411

Suzie Alessi

From: Suzie Alessi

Sent: Wednesday, October 06, 2004 6:49 PM

To: +EVERYONE

Subject: Notice of Public Hearing - Master Fee Resolution & Notice of Solicitation of Applications for City Commissions

For your information.

Susan Alessi, CMC
City Clerk
City of South Lake Tahoe
1052 Tata Lane
South Lake Tahoe, CA 96150
Office: (530) 542-6004
Fax: (530) 542-7411

NOTICE OF PUBLIC HEARING CITY OF SOUTH LAKE TAHOE 004/05 FISCAL YEAR MASTER FEE RESOLUTION

NOTICE IS HEREBY GIVEN that the City Council/South Tahoe Redevelopment Agency/South Tahoe Joint Powers Financing Authority/South Tahoe Joint Powers Parking Authority will conduct a PUBLIC HEARING on Tuesday, October 19, 2004 at 9:00 a.m. or as soon thereafter as possible, in the City Council Chambers, 1900 Lake Tahoe Blvd., South Lake Tahoe, CA.

THE PURPOSE OF THE PUBLIC HEARING WILL BE TO RECEIVE PUBLIC INPUT ON THE 2004/05 FISCAL YEAR PROPOSED RESOLUTION ADOPTING THE MASTER FEE SCHEDULE. ACTION IS ANTICIPATED TO BE TAKEN ON THIS ITEM BY THE CITY COUNCIL FOLLOWING PUBLIC INPUT.

All interested persons are invited to attend or to write their comments to the City Council in care of the City Clerk.

City Council/South Tahoe Redevelopment Agency/South Tahoe Joint Powers Financing Authority/South Tahoe Joint Powers Parking Authority agendas are available on the City Clerk's Web Page, attached to the City's Website at www.cityofslt.us . You may also pick up copies of the agenda and review the 2004/05 Proposed Master Fee Schedule prior to the meeting at the City Clerk's Office, located at the City Administrative Center, 1052 Tata Lane, South Lake Tahoe, California.

SusanAlessi
Susan Alessi, City Clerk
CITY OF SOUTH
'LAKE TAHOE
,052 Tata Lane
So. Lake Tahoe, CA
96150
(530) 542-6004

PUB: OCT 8, 2004
AD# 82502438

Cost

$ 69.47

580 MALLORY WAY
CARSON CITY, NV 89701
PHONE 775-882-2111
EXT. 303
FAX 775-887-2408

TAHOE CARSON AREA NEWSPAPERS

NEVADA APPEAL, RECORD COURIER, TAHOE DAILY TRIBUNE, NORTH LAKE TAHOE BONANZA, TAHOE WORLD & SIERRA SUN

Fax

To: City of South Lake Tahoe **From:** DIXIE GARNER, Legal Asst.

Attn: Susan Alessi **Pages:**

Fax: 530-542-7411 **Date:** 10/7/04

Re: Public hearing / Solicitation of App

COST IS $ 69.47 / Cost 288.20

☐ **Urgent** X **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Comments:**

SUSAN HERE IS A PROOF OF THE AD, YOU REQUESTED . PLEASE CHECK IT OUT , AND LET ME KNOW. THANKS DIXIE

THANKS
VICKI CRUMP
ADMINISTRATIVE ASSISTANT
LEGAL DEPT.

Presentation

FAX

TRANSMISSION FORM

Susan Alessi, CITY CLERK
CITY OF SOUTH LAKE TAHOE
1052 TATA LANE, SOUTH LAKE TAHOE, CA 96150
OFFICE PHONE#: (530) 542-6004
FAX#: (530) 542-7411
salessi@cityofslt.us

DESTINATION INFORMATION:

TO: Bryan Barr FAX: (916) 408-3071

FROM: Ellen Boyle, Assistant City Clerk

OFFICE PHONE #: (530)-542-6003

DATE: October 22, 2004

RE: At the October 19th City Council meeting the Council adopted Resolution 2004-83. Please see the attached Resolution for your information.

There are 3 pages to transmit including the cover page.

HP Fax Series 900
Plain Paper Fax/Copier

Fax History Report for
City Clerk
(530)542-7411
Oct 22 2004 3:37pm

Last Fax

Date	Time	Type	Identification	Duration	Pages	Result
Oct 22	3:36pm	Sent	919164083071	1:05	3	OK

Result:
OK - black and white fax