City of South Lake Tahoe
City Council and South Tahoe Redevelopment Successor Agency
Meeting Agenda
Tuesday, January 10, 2023 at 9:00 AM
City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

City Council
Cristi Creegan, Mayor
Cody Bass, Mayor Pro Tem
John Friedrich, Councilmember
Tamara Wallace, Councilmember
Scott Robbins, Councilmember

Mission of the City Council
The City was established to provide essential, outstanding and cost-effective services that enhance environmental sustainability, economic vitality and the quality of life for our residents, businesses and guests.

Public Participation
City Council meetings are held in person at the time and location listed on this agenda. Meetings are live-streamed on Channel 21, City website at www.cityofslt.us, and via ZOOM at this link https://us06web.zoom.us/j/81605880981.

A public agenda packet is available for review at City Hall, 1901 Lisa Maloff Way, on the City's Website at www.cityofslt.us, or by contacting the City Clerk's Office, (530) 542-6005 or sblankenship@cityofslt.us

Providing Public Comment:
In Person: Every agenda for regular meetings provides an opportunity for members of the public to directly address the legislative body (City Council), on any item of public interest which is within the jurisdiction of the City Council during Public Communications. For items on the agenda or in connection with any item which the City Council will consider, the public is given the opportunity to comment before or during the City Council's consideration of the item [Government Code Section 54954.3(a)].

By Phone: If you are joining the meeting via ZOOM and would like to make a comment, press the "raise a hand" button. If you are joining the meeting via Channel 21 or live stream and would like to make a comment, please call (530) 542-6500. The meeting ID is ID: 816 0588 0981 press *9 to indicate a desire to make a comment. Press *6 to unmute your phone. The Clerk will call you by the last three digits of your phone number when it is your turn to speak.

In Writing: Written comments received by 3 p.m. the day before the meeting will be distributed to City Council prior to the meeting. Written public comment regarding any item on this agenda may be sent to PublicComment@cityofslt.us. When emailing comments, identify the agenda item number in the subject line to which your comments relate. Any such comment that is a public record and is emailed to PublicComment@cityofslt.us or otherwise provided to a majority of the City Council before the meeting will be made available for public inspection during normal business hours at the City Clerk's Office located at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe [Government Code Section 54957.5(b)]. Written comments will not be read out loud during the meeting.

The City Council Chambers meeting facility is accessible to people with disabilities. Every reasonable effort will be made to accommodate any person needing special assistance to attend this meeting. Contact the City Clerk at (530) 542-6005 at least 48 hours in advance of the meeting for assistance [28 CFR 35.102.35.104 ADA Title II and Brown Act Government Code Sections 54953.2, 54954.1, 54954.2, and 54957.5].

Spanish Interpretations: The public may access Spanish interpretation using the ZOOM link listed on the front of the Agenda from an internet device (smartphone, laptop, tablet, home computer) with audio capabilities and selecting the Spanish language option. Persons without an internet device may attend the meeting in-person and a device will be provided while supplies last. Requests for interpreter services to offer public comment may be made by contacting the City Clerk.

Call to Order/Pledge of Allegiance

Roll Call

Closed Session Report

City Employee Recognition

1. City Employee Recognitions
Requested Action / Suggested Motions: One employee will be recognized for reaching 5 Years-Service.
Responsible Staff Member: Various
Item 1 - Executive Summary.pdf
01-Staff Report Employee Service 1 10 2023.docx

Public Communications

This is the public's opportunity to speak on any topic NOT LISTED on this agenda. Comments shall be limited to four (4) minutes. In accordance with the Brown Act, the City Council cannot deliberate or vote on any matter raised under public communications, but may briefly respond to statements made or questions posed. (Government Code Sections 54954.2)

City Commission and Student Advisory Reports

Consent Agenda

Public Comment - This is the public's opportunity to speak on any topic listed on the Consent Agenda. Comments shall be limited to three (3) minutes.

The consent agenda consists of items of a repeating or routine nature considered under a single action. Any Councilmember may have an item on the consent agenda removed and considered separately upon request.

Pass a Motion to adopt the Consent Agenda in one motion except as indicated at each item.

2. City Council Meeting Minutes
Requested Action / Suggested Motions: Pass a Motion approving the December 13, 2022 Regular City Council meeting minutes.
Responsible Staff Member: Susan Blankenship, City Clerk
Item 2 - Executive Summary.pdf
12 13 2022 Minutes.pdf

3. Law Enforcement Specialized Unit Grant of $203,142 for Domestic Violence Programs
Requested Action / Suggested Motions: Pass a Resolution ratifying grant application and execution of grant agreement and authorizing receipt of grant funds from the California Office of Emergency Services (CalOES) in support of the South Lake Tahoe Police Department and Live Violence Free through the Law Enforcement Specialized Unit Grant for calendar year 2023 in an amount up to $203,142.
Responsible Staff Member: Jeff Roberson, Lieutenant
Item 3 - Executive Summary.pdf
01-Staff Report - CalOES Grant.docx
02-Resolution - CalOES Grant.docx
03- Cal OES Agreement (Exh. A to Resolution)
04- LVF-CSLT Operational Agreement 2021-2024
05-2023 LVF sole source-signed.pdf

4. Permanent Local Housing Allocation (PLHA) Program Application for up to $5,000,000 for the Sugar Pine Village Affordable Housing Project
Requested Action / Suggested Motions: Pass a Resolution authorizing the City Manager to submit a joint application with Related Companies of California LLC under the PLHA Program for Sugar Pine Village Phase 2A for an amount not to exceed $5,000,000. Up to 5 percent ($250,000) can be used for reimbursement of administrative costs incurred by the City.
Responsible Staff Member: Jessica Wackenhut Lomeli, Associate Housing Planner
Item 4- Executive Summary.pdf
01-Staff Report PLHA 2022.docx
02-PLHA Reso-2023.pdf

5. Excess Sites Local Government Matching Grants (LGMG) Program Application for up to $5,000,000 for the Sugar Pine Village Affordable Housing Project
Requested Action / Suggested Motions: 1) Pass a Resolution authorizing staff to submit a joint application with Related Companies of California LLC under the LGMG Program for an amount not to exceed $5,000,000; and, 2) Pass a Resolution authorizing a demonstration of Enforceable Funding Commitments for local government contribution sources.
Responsible Staff Member: Jessica Wackenhut Lomeli, Associate Housing Planner

Item 5 - Executive Summary.pdf
01-Staff Report - Sugar Pine Village Grant.docx
02-Resolution-Related Companies Sugar Pine Joint Application
03-Resolution - California Housing and Community Development - Sugar Pine

6. Annual Accountability Report for Fiscal Year 2021-2022 for the Bijou Area Erosion Control Project, Community Facilities District (CFD2014-1)

Requested Action / Suggested Motions: Receive and file report.
Responsible Staff Members: Anush Nejad, Director of Public Works and Stan Hill, Engineering Manager

Item 6 - Executive Summary.pdf
01-Staff Report - Bijou CFD FY 21-22.docx
02-CFD 2014-1 (Bijou) SB 165 Report - 2021-22.pdf
03-Bijou Area Vicinity Map and CFD Location Maps.pdf

7. Amended 2023 City Council Meeting Schedule
Requested Action / Suggested Motions: Pass a Resolution adopting the Amended 2023 City Council regular meeting schedule clarifying the 5:30 p.m. starting time for meetings in months when only one meeting is held, and changing the location of the January 31 meeting from City Hall, Council Chambers to The Landing, 4104 Lakeshore Blvd.
Responsible Staff Member: Susan Blankenship, City Clerk
Item 7 - Executive Summary.pdf
01-Staff Report - Amended 2023 City Council Meeting Schedule.docx
02-Resolution - Amended 2023 City Council Meeting Schedule.docx
03-Exhibit A -Amended 2023-Meeting Schedule.docx

Consent Agenda - South Tahoe Redevelopment Successor Agency

Public Comment - This is the public's opportunity to speak on any topic listed on the Consent Agenda. Comments shall be limited to three (3) minutes.

The consent agenda consists of items of a repeating or routine nature considered under a single action. Any Councilmember may have an item on the consent agenda removed and considered separately upon request.

Pass a Motion to adopt the Consent Agenda in one motion except as indicated at each item.

8. Recognized Obligation Payment Schedule (ROPS) FY 2023-2024
Requested Action / Suggested Motions: Acting as the South Tahoe Redevelopment Successor Agency Board, pass a Resolution approving the Recognized Obligation Payment Schedule (ROPS) pursuant to Health and Safety Code section 34177 for the fiscal period commencing July 1, 2023, and ending June 30, 2024.
Responsible Staff Member: Olga Tikhomirova, Finance Director
Item 8 - Executive Summary.pdf
01-Staff Report-ROPS 2023-2024.docx
02-Resolution STRSA ROPS 2023-2024.docx
03-ROPS 2023-2024 (Exhibit A to Resolution).pdf

Regular-Unfinished Business

9. Citizen Appointments to Commissions and Boards
Requested Action / Suggested Motions: Interview applicants and Pass a Motion appointing applicants to 2-year terms as follows: 3 members to the Arts, Culture, and Tourism Commission; 2 members to the Building Board of Appeals; 3 members to the Police Advisory Commission; 3 members to the Planning Commission; 4 members and 1 vacancy (term ending 2/2024) to the Parks & Recreation Commission; appointing applicants to 4-year terms as follows: 5 members to the Independent Citizens' Oversight Committee; and, providing direction for the re-solicitation of applications to the Airport Land Use Commission.
Responsible Staff Member: Susan Blankenship, City Clerk
Item 9 - Executive Summary.pdf
01-Staff Report - Citizen Commissions and Boards.docx
02-Notice of Solicitation - Boards and Commissions.pdf
03-Local Appointments List 12 13 2022.docx
04-ACT Applications_Redacted.pdf
05-BBOA Applications_Redacted.pdf
06-Oversight Committee Applications_Redacted.pdf
07-P&R Applications_Redacted.pdf

08-PAC Applications_Redacted.pdf
09-PC Applications_Redacted.pdf

10. Recreation and Aquatics Center Phase II Project Update
Requested Action / Suggested Motions: Receive presentation regarding the Recreation and Aquatics Center Phase II Project.
Responsible Staff Member: Jim Marino, Capital Improvement Program and Facilities Program Manager
Item 10 - Executive Summary.pdf
01-Staff Report - Rec Center Update.docx
02 - Presentation

11. South Tahoe Refuse - Presentation on New 3-Cart Program and Requested Changes to Franchise Agreement
Requested Action / Suggested Motions: Pass a Motion authorizing the Mayor to sign a Letter of Support and directing the City Manager to bring back an item to consider a new Franchise Agreement with South Tahoe Refuse with a 20-year term.
Responsible Staff Member: Sara Letton, Sustainability Coordinator
Item 11 - Executive Summary.pdf
01-Staff Report - South Tahoe Refuse.docx
02 - Term Sheet.pdf
03 - Draft Support Letter.pdf
04- C-02-2012 STR Franchise Agreement
05 - Presentation-carts-January 2023.pptx

12. Ordinance Approving One-Year Electric Franchise Agreement with Liberty Utilities (First Reading)
Requested Action / Suggested Motions: Pass a Motion to hold a first reading (by title only) of an Ordinance Approving a Franchise Agreement with Liberty Utilities for the Purpose of Transmitting Electricity and Other Commodities Under, Along, and Across City Streets, and refer to second reading and adoption to the January 24, 2023 meeting.
Responsible Staff Member: Heather L. Stroud, City Attorney
Item 12 - Executive Summary.pdf
01 - Staff Report on Liberty Utilities Franchise Agreement.docx
02 - Liberty Franchise Ordinance.docx
03 - Reso. No. 2022-148 Resolution of Intent.pdf
04 - City Letter to Liberty Utilities.pdf
05 - Liberty's Response to City.pdf
06-Proof of Publication.pdf

Regular-New Business

13. Ordinance Amending South Lake Tahoe City Code to Authorize Prequalification and Design-Build Contracts (First Reading)
Requested Action / Suggested Motions: Pass a Motion to hold a first reading (by title only) of an Ordinance Amending South Lake Tahoe City Code Title 3, Chapter 3.45, Article II (Public Contracts and Uniform Public Construction Cost Accounting Act) to Authorize Prequalification and Design-Build Contracts and refer to second reading and adoption to the January 24, 2023 meeting.
Responsible Staff Member: Heather Stroud, City Attorney
Item 13 - Executive Summary.pdf
01 - Staff Report.docx

02 - Ordinance.docx
03 - Ordinance Redline.pdf

Agenda Planning Calendar

14. Agenda Planning Calendar
Requested Action / Suggested Motions: A Councilmember may request that an item be placed on a future agenda. Upon the support of one (1) additional Council Member, direction shall be given to the City Manager to calendar the item for a convenient future agenda, but no sooner than the second meeting after the request was made, and/or modify the Agenda Planning Calendar as desired.
Responsible Staff Member: Joseph Irvin, City Manager
Item 14 - Executive Summary.pdf
APC - 01 05 2023.pdf

Updates and Announcements (City Attorney, City Clerk, City Manager)

Councilmember Reports and Comments - Assignments to Boards, Committees, and Commissions

Adjournment

I, Susan Blankenship, City Clerk for the City of South Lake Tahoe, declare that the foregoing agenda for the Tuesday January 10, 2023 meeting of the City of South Lake Tahoe City Council and South Tahoe Redevelopment Successor Agency was posted and available for review on Thursday, January 5, 2023 at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150. The agenda was also available on the City website at https://www.cityofslt.us.

Signed January 10, 2023
\\sb\\
Susan Blankenship, Elected City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: January 10, 2023
Agenda Item #: 1

Agenda Item: City Employee Recognitions

Executive Summary: New City employees and long-serving City employees who reach the 5, 10, 15, 20, & 25 year service milestone will be recognized at each monthly meeting.

Requested Action / Suggested Motions: One employee will be recognized for reaching 5 Years-Service.
Responsible Staff Member: Various

Responsible Staff Member: Various Departments

Reviewed and Approved By:
Susan Blankenship, City Clerk

Attachments:

01-Staff Report Employee Service 1 10 2023.docx

City of South Lake Tahoe
Report to **City Council**

Meeting Date: January 10, 2023

Title: City Employee Recognition

Location: Citywide

Responsible Staff Member: Various Department Directors

Background: As part of the City's Employee Recognition Program, employees who have reached five, ten, fifteen, twenty and twenty-five years of service are recognized for their achievements and contributions to the City.

Service Awards:

Police Department
Christopher Cable, Patrol Operations – 5 Years' Service

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: January 10, 2023
Agenda Item #: 2

Agenda Item: City Council Meeting Minutes

Executive Summary: City Council is asked to formally approve the December 13, 2022 Regular City Council meeting minutes.

Requested Action / Suggested Motions: Pass a Motion approving the December 13, 2022 Regular City Council meeting minutes.
Responsible Staff Member: Susan Blankenship, City Clerk

Responsible Staff Member: Susan Blankenship, City Clerk (530) 542-6005

Reviewed and Approved By:

Attachments:

12 13 2022 Minutes.pdf

City of South Lake Tahoe
City Council
Meeting Minutes
Tuesday, December 13, 2022 at 9:00 AM
City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

City Council
Cristi Creegan, Mayor
Cody Bass, Mayor Pro Tem
John Friedrich, Councilmember
Tamara Wallace, Councilmember
Scott Robbins, Councilmember

Mission of the City Council
The City was established to provide essential, outstanding and cost-effective services that enhance environmental sustainability, economic vitality and the quality of life for our residents, businesses and guests.

Call to Order/Pledge of Allegiance
At 9:08 a.m. Mayor Middlebrook called the meeting to order. Middlebrook then led the pledge of allegiance to the flag.

Roll Call
Present were Mayor Middlebrook, Councilmembers Bass, Creegan, Friedrich and Wallace.

Also present were City Manager Irvin, Assistant City Attorney Bardzell, and City Clerk Blankenship.

Public Communications
Public Comment was heard from the following people:
1. Jerry Robbins – congratulations to Councilmember Robbins
2. Mike Bruno – airport fee increase

Regular - New Business
1. Certification of Election Results
Action: Moved/Seconded: Bass/Wallace
Yes: Bass**,** Creegan, Friedrich, Middlebrook and Wallace
Action: Passed **Resolution 2022-150** certifying the results of the November 8, 2022 Consolidated General Election.

City Council Recognition
2. City Council Recognition
Action: The City recognized outgoing City Councilmember Devin Middlebrook for his service to the City of South Lake Tahoe.

Note: Devin Middlebrook left the meeting

Inaugural Ceremony

3. Inaugural Ceremony

Action: Mayor Pro Tem Creegan administered the Oath of Office to the newly elected City Clerk. The City Clerk administered the Oath of Office to newly elected City Councilmembers.

Public Comment was heard from the following person:

1. Jordan – Congratulations to new members.

Reorganization of the City Council

4. 2023 Mayor and Mayor Pro Tem Selection

Action: Moved/Seconded: Robbins/Creegan
Yes: Bass**,** Creegan, Friedrich and Robbins
No: Wallace
Action: Passed **Motion 2022-112** selecting Councilmember Creegan as Mayor and Councilmember Bass as Mayor Pro Tem for the year 2023. **City Council provided direction** to staff to bring back a discussion regarding a 9-month term for the Mayor seat.

10-Minute Recess

Roll Call

Present were Mayor Creegan, Councilmembers Bass, Friedrich, Robbins and Wallace.

Also present were City Manager Irvin, Assistant City Attorney Bardzell, and City Clerk Blankenship.

City Employee Recognition

5. City Employee Recognitions

Action: James Drennan and Leslie Asbury, Fire Department, were recognized for reaching 20 Years-Service and Michael Gamberg Jr., Police Department, was recognized for reaching 5 Years-Service.
Yvette Miranda, Development Services, Hilary Lee, Human Resources, Francisco Rodriguez, Public Works and Derek Beller, Parks and Recreation were introduced to City Council.

City Commission Reports and Student Advisory Reports

1. Susan Chandler, Tahoe Regional Planning Agency Advisory Planning Commission

Consent Agenda

Note: Councilmember Robbins recused himself from Item 6 (November meeting minutes) as he was not on Council at the time.
Action: Moved/Seconded: Wallace/Robbins
Yes: Bass**,** Creegan, Friedrich, Robbins and Wallace
Action: Passed Consent Agenda with noted recusal.

6. City Council Meeting Minutes

Action: Passed **Motion 2022-113** approving the November 1, 2022, City Council and Joint Powers Parking Financing Authority meeting minutes; and, the November 15, 2022, Regular City Council meeting minutes.

7. Annual Reports - Tahoe Regional Planning Agency Advisory Planning Commission, and El Dorado County Community Action Council

Action: Received reports presented by Susan Chandler and Brian Conway.

8. Excusing City Attorney from City Council Meeting

Action: Passed **Motion 2022-114** excusing the City Attorney from the City Council meeting on December 13, 2022

9. I**nvestment Portfolio Report - September 30, 2022**
Action: Received and filed.

10. 2022 Reimbursement Agreement with Southwest Gas
Action: Passed **Resolution 2022-151** authorizing the execution of a Reimbursement Agreement **C-199-2022** with Southwest Gas and amending the Street Overlay Program account by appropriating $1,712,035 of in lieu paving funds from Southwest Gas for the purpose of funding the 2023 Road Rehabilitation Project.

11. Purchase of a LeeBoy 7000C Paver from Nixon-Egli Equipment Co. for $180.346.46
Action: Passed **Motion 2022-115** authorizing and directing the City Manager to execute a purchase order for one LeeBoy 7000C Paver from Nixon-Egli Equipment Co. in the amount of $180,346.46 for use in the Streets Division for Street Pavement Repair and Maintenance.

12. Fiscal Year 2021-22 Quarterly Financial Status Report - Quarter Ending September 2022
Action: Received and filed.

Regular-New Business

13. City Council Assignments to Boards and Commissions
Action: Moved/Seconded: Wallace/Bass
Yes: Bass**,** Creegan, Friedrich, Robbins and Wallace
Action: Passed **Motion 2022-116** approving City Council assignments to Boards and Commissions as discussed during Council deliberations.
Action: Moved/Seconded: Bass/Friedrich
Yes: Bass**,** Creegan, Friedrich, Robbins and Wallace
Action: Passed **Motion 2022-117** appointing Chantelle Schenning to the El Dorado County Commission on Aging, Susan Chandler to the Tahoe Regional Planning Agency Advisory Planning Commission, and Brian Conway the El Dorado Community Action Council.

14. South Tahoe Refuse Interim Year Rate Increase of 4.96 Percent
Action: Moved/Seconded: Bass/Wallace
Yes: Bass**,** Creegan, Friedrich, Robbins and Wallace
Action: Passed **Motion 2022-118** approving South Tahoe Refuse Interim Year Rate Increase of 4.96 percent ($1.76 per month for residential customers and $2.01 per cubic yard for commercial customers).
The following person addressed City Council:
1. Jeff Tillman, South Tahoe Refuse Company

15. 2023 City Council Meeting Schedule
Action: Moved/Seconded: Bass/Friedrich
Yes: Bass**,** Creegan, Friedrich, Robbins and Wallace
Action: Passed **Resolution 2022-152** adopting the 2023 City Council regular meeting schedule, with the following change: in months where only one meeting is held, meetings will begin at 5:30 p.m.
Public Comment was heard from the following people:
1. Jonathan Stine
2. Ed Mosur

16. Travel Authorization - League of California Cities 2023 New Mayors and Council Members Academy (Sacramento)
Action: Moved/Seconded: Wallace/Friedrich
Yes: Bass**,** Creegan, Friedrich, Robbins and Wallace
Action: Passed **Motion 2022-119** approving registration and travel for Mayor Creegan, Mayor Pro Tem Bass and Councilmember Robbins to attend the League of California Cities 2023 New Mayors and Council Members Academy January 18-20.

Agenda Planning Calendar

17. Agenda Planning Calendar
Action: Received.

Updates and Announcements (City Attorney, City Clerk, City Manager)

City Manager:
1. Thank you to staff
2. Congratulations to new members
3. Happy Holidays

Assistant City Attorney:
1. Congratulation to new appointees

City Clerk:
1. Next meeting January 10, 2023 9 a.m.
2. Attended League of California Cities New Laws & Elections Seminar
3. Thank you to voters for support

Councilmember Reports and Comments - Assignments to Boards, Committees, and Commissions

Councilmember Friedrich:
1. Congratulations to new and returning members
2. Thank you to staff
3. Festival of Winter Lights
4. Tahoe Regional Planning Agency Latitude Policy

Councilmember Bass:
1. LAFCO meeting update
2. Tahoe Transportation District meeting update
3. Lake Tahoe Visitors Authority meeting update

Councilmember Wallace:
1. Festival of Winter Lights
2. Heavenly Village Christmas tree lighting
3. Upcoming California Tahoe Conservancy Board meeting

Councilmember Robbins:
1. Thank you for support

Councilmember Creegan:
1. Thank you for Mayor appointment

Adjournment

At 12:13 p.m. Mayor Creegan adjourned the meeting.

_____ _____
Cristi Creegan, Mayor Date
Attest:

_____
Susan Blankenship, City Clerk
The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: January 10, 2023
Agenda Item #: 3

Agenda Item: Law Enforcement Specialized Unit Grant of $203,142 for Domestic Violence Programs

Executive Summary: The South Lake Tahoe Police Department and Live Violence Free (LVF) collectively receive the 2023 CalOES grant, valued at $203,142, to partially fund responses to domestic violence and sexual assault. Funding is distributed to the Police Department, LVF, the Joint Dispatch Center, and covers administrative costs.

Requested Action / Suggested Motions: Pass a Resolution ratifying grant application and execution of grant agreement and authorizing receipt of grant funds from the California Office of Emergency Services (CalOES) in support of the South Lake Tahoe Police Department and Live Violence Free through the Law Enforcement Specialized Unit Grant for calendar year 2023 in an amount up to $203,142.
Responsible Staff Member: Jeff Roberson, Lieutenant

Responsible Staff Member: Jeff Roberson, Lieutenant (530) 542-6521

Reviewed and Approved By:
Susan Blankenship, City Clerk
Olga Tikhomirova, Finance Director
Heathjer Stroud, City Attorney

Attachments:

01-Staff Report - CalOES Grant.docx
02-Resolution - CalOES Grant.docx
03- Cal OES Agreement (Exh. A to Resolution)
04- LVF-CSLT Operational Agreement 2021-2024
05-2023 LVF sole source-signed.pdf

City of South Lake Tahoe
Report to City Council

Meeting Date: January 10, 2023

Title: Law Enforcement Specialized Unit Grant – Domestic Violence Programs

Location: Citywide

Responsible Staff Member: Jeff Roberson, Police Lieutenant (530) 542-6521

Background:

Since 2003, the South Lake Tahoe Police Department has worked in partnership with Live Violence Free to supplement the investigation of domestic violence incidents, advocate for involved parties, educate the community and law enforcement on domestic violence issues, and provide counselling services to victim and perpetrator.

The Law Enforcement Specialized Unit program plays a vital role in the Police Department's ability to effectively protect victims of domestic violence and prosecute the offenders. Domestic violence continues to be a significant issue in our community and has devastating long-term effects on victims and their families.

For 2023, the South Lake Tahoe Police Department will receive a grant from the California Office of Emergency Services in the amount up to $203,142.00. We have received this grant annually since 2017. This 2023 Law Enforcement Specialized Unit grant will fund $82,568 toward the salary of one SLTPD Detective. The grant award will provide an additional $13,308 to fund overtime expenses for the Joint Dispatch Center for fielding phone calls related to domestic violence. The grant award will also provide $3,000 to fund the Principal Management Analyst hours for completing grant related reports.

Live Violence Free will receive funding from this grant in operational support of Live Violence Free advocates and administrative costs in the amount up to $107,266. Attached is the Sole Source Justification and the Operational Agreement document between South Lake Tahoe Police Department and Live Violence Free.

The City of South Lake Tahoe would continue to pay salary and benefits for the Detective as an "in kind" match to the grant in the amount up to $67,714.

The operational period for this specific grant funding cycle is January 1, 2023 through December 31, 2023.

Issue and Discussion:

This item is before the City Council is to ratify the grant application, execute the subrecipient award, and authorize acceptance of grant funds from the California Office of Emergency Services (Cal OES) in support of the South Lake Tahoe Police Department / Live Violence Free Law Enforcement Specialized Unit grant for calendar year 2023 in the amount up to $203,142.

Financial Implications:

There will be no impact to the General Fund. This is a reimbursement grant that would be administered by the City of South Lake Tahoe. Upon award and funding, the budget will be loaded as follows:

Account # 238 02110

Revenue:

33221	$203,142	

Expenses:

41040	$13,308	(Dispatch Overtime)
42010	$107,266	(Live Violence Free Services)
50001	$82,568	(Operating transfer out to General Fund for City of South Lake Tahoe staff, $79,567 toward the Domestic Violence detective and $3000 towards the Principal Management Analyst staff time hours)

Environmental Considerations:

Not a project: This is not a “project” subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(2) (continuing administrative or maintenance activities, such as purchases for supplies)

Policy Implications:

None.

Resolution 2023-XXX

Adopted by the City of South Lake Tahoe
City Council

January 10, 2023

Authorizing receipt of grant funds from the California Office of Emergency Services (Cal OES) in support of the South Lake Tahoe Police Department and Live Violence Free through the Law Enforcement Specialized Unit Grant for the calendar year 2023 in an amount up to $203,142

BACKGROUND

A. The City of South Lake Tahoe and Live Violence Free are committed to maintain the Domestic Violence Response Team (DVRT) in support of victims and families of domestic violence, and

B. The City of South Lake Tahoe in partnership with Live Violence Free has applied for, and been awarded, a grant through the California Office of Emergency Services in the amount up to $203,142 in support of the DVRT program for calendar year 2023, and

C. Live Violence Free is the only provider of on call domestic and sexual assault victim advocacy, counseling, and professional services in the area. LVF provides extensive crisis intervention and counseling services that directly benefit the health and well-being of our victims, their families, and community families.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe hereby:

1. Ratifies the SLTPD/LVF Law Enforcement Specialized Unit grant application.
2. Ratifies execution of the subrecipient award agreement attached hereto as Exhibit "A."
3. Approves and authorizes the grant award, and upon funding by Cal OES authorizes the Chief of Police to coordinate with the Finance Department to load the budget as follows:

   Account # 238 02110

Revenue Account:	33221	$203,142	
Expenses Account:	41040	$ 13,308	(Dispatch / Police Officer Overtime)
	42010	$107,266	(Live Violence Free Services)
	50001	$ 82,568	(Operating transfer out to General Fund for City of South Lake Tahoe staff)

4. Approves the sole source request for Live Violence Free to provide domestic violence and sexual assault services for an amount not to exceed $107,266.

Adopted by the City of South Lake Tahoe City Council on January 10, 2023 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____

Cristi Creegan, Mayor

Attest:

_____

Susan Blankenship, City Clerk

The presence of electronic signatures certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

December 16, 2022

Jeffery Roberson, Lieutenant
South Lake Tahoe, City of
1352 Johnson Boulevard
South Lake Tahoe, CA 96150-8200

Subject: Notification of Grant Subaward Application Approval
Law Enforcement Specialized Units Program
Grant Subaward #: LE22 06 7994

Dear Lt. Jeffery Roberson:

Congratulations! The California Governor's Office of Emergency Services (Cal OES) has approved your Grant Subaward application in the amount of $203,142, subject to Budget approval. A copy of your approved Grant Subaward is enclosed for your records.

Cal OES will make every effort to process payment requests within 45 days of receipt of your Report of Expenditures & Request for Funds (Cal OES Form 2-201).

This Grant Subaward is subject to the Cal OES Subrecipient Handbook. You are encouraged to read and familiarize yourself with the Cal OES Subrecipient Handbook, which can be viewed on the Cal OES website at www.caloes.ca.gov.

Any funds received in excess of current needs, approved amounts, or those funds owed as a result of a close-out or audit, must be refunded to Cal OES within 30 days upon receipt of an invoice.

Please contact your Program Specialist, Olga Stupak, at (916) 845-8807 with questions about this notice.

VS Grants Processing Unit

cc: Subrecipient's file
Program Specialist

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SPECIAL CONDITION

Grant Subaward No. LE22 06 7994 is hereby approved with the following conditions:

- The 2021 STOP Funds in the amount of $ 33,858 must be expended by 4/30/23 and the final 2-201 must be received by Cal OES by 5/31/23.

- The 2021 STOP Funds in the amount of $33,858 must be expended before the 2022 STOP funds.

- The 2022 STOP funds in the amount of $169,284 cannot be expended until Cal OES has access to funds through the applicable FY 2022-23 Federal award.

Should the Federal award(s) be reduced, you will be notified and required to amend the Grant Subaward.

Failure to comply with these requirements may result in the withholding and disallowance of grant payments, the reduction or termination of the Grant Subaward and/or the denial of future grant funds.

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al OES Use Only)

Cal OES #	017-73108-00	FIPS #	017-73108	VS#		Subaward #	LE22 06 7994

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
GRANT SUBAWARD FACE SHEET

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

1. **Subrecipient:** City of South Lake Tahoe — **1a. UEI#:** FG8YLL3CQ3J1

2. **Implementing Agency:** City of South Lake Tahoe Police Department — **2a. UEI#:** FG8YLL3CQ3J1

3. **Implementing Agency Address:** 1352 Johnson Blvd. (Street) | South Lake Tahoe (City) | 96150-8200 (Zip+4)

4. **Location of Project:** South Lake Tahoe (City) | El Dorado County (County) | 96150-8200 (Zip+4)

5. **Disaster/Program Title:** Law Enforcement Specialized Units Program — **6. Performance/ Budget Period:** 1/1/2023 (Start Date) to 12/31/2023 (End Date)

7. **Indirect Cost Rate:** ~~Select~~ 10% De Minimis — **Federally Approved ICR** (if applicable): _____ %

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2021	STOP	~~$33,857~~	$33,858		$11,286		$11,286	$45,144 ~~$45,143~~
9.	2022	STOP	~~$169,286~~	$169,284		$56,428 ~~$56,429~~		$56,428 ~~$56,429~~	$225,712 ~~$225,715~~
10.	Select	Select							
11.	Select	Select							
12.	Select	Select							
Total	**Project**	**Cost**	~~$203,143~~	$203,142	$203,142 ~~$203,143~~	$67,714 ~~$67,715~~		$67,714 ~~$67,715~~	$270,856 ~~$270,858~~

13. Certification - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. CA Public Records Act - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. Official Authorized to Sign for Subrecipient:

Name: David Stevenson — Title: Chief of Police

Payment Mailing Address: 1901 Lisa Maloff Way, Suite 210 — City: South Lake Tahoe — Zip Code+4: 96150-7167

Signature: _____ — Date: 10/24/22

16. Federal Employer ID Number: 941610868

(FOR Cal OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

DocuSigned by: Mary Rucker 9A3D0B66E24B485... — 12/8/2022
(Cal OES Fiscal Officer) **(Date)**

DocuSigned by: Heather Carlson F76AD62C0BED440... — 12/8/2022
(Cal OES Director or Designee) **(Date)**

ENY: 2022-23 Chapter: 43 SL: 18411
Item: 0690-102-0890 Pgm: 0385
FAIN #: 15JOVW-21-GG-00554-STOP 07/01/21-06/30/23
Fund: Federal Trust AL#: 16.588
Program: Law Enforcement Specialized Units Program
Match Req.:25%, C/IK based on TPC
Project ID: OES21STOP000012
SC: 2022-18411 Amount: $33,858

ENY: 2022-23 Chapter: 43 SL: 18412
Item: 0690-102-0890 Pgm: 0385
FAIN #:15JOVW-22-GG-00411-STOP 07/01/22-06/30/24
Fund: Federal Trust AL#: 16.588
Program: Law Enforcement Specialized Units Program
Match Req.: 25%, C/IK based on TPC
Project ID: OES22STOP000012
SC: 2022-18412 Amount: $ 169,284

Received by CalOES, Nicole Viernes
Mail Log #766587, Monday, October 31, 2022

✓

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUPPLEMENTAL GRANT SUBAWARD INFORMATION

1. **Cal OES Contact Information Section:**
   Governor's Office of Emergency Services
   Mark S. Ghilarducci, Director
   3650 Schriever Avenue
   Mather, CA 95655
   (916) 845-8506 (phone)

2. **Federal Awarding Agency Section:**

Fund Year	Federal Program Fund / AL#	Federal Awarding Agency	Total Federal Award Amount	Total Local Assistance Amount
2021	Violence Against Women Act (STOP) / 16.588	Office of Violence Against Women	$14,691,713	$13,222,542
2022	Violence Against Women Act (STOP) / 16.588	Office of Violence Against Women	$13,074,110	$11,766,699

3. **Project Description Section:**

   - Project Acronym:
     Law Enforcement Specialized Units Program (LE)

   - Project Description:
     The purpose of the LE Program is to create or enhance specialized units to provide a coordinated response to victims/survivors of domestic violence and their children. The specialized units will accomplish this through investigations, immediate victim advocacy, training for first responders, and the development of effective practices and protocols that will remain sustainable beyond the Grant Subaward performance cycle.

4. **Research & Development Section:**

   - Is this Subaward a Research & Development grant?
     Yes ☐ No ☒

✓

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Contact Information

Grant Subaward #: LE22 06 7994 (R)

Subrecipient: City of South Lake Tahoe

1. **Grant Subaward Director:**
   Name: Jeffery Roberson Title: Lieutenant
   Telephone #: (530) 542-6521 Email Address: jroberson@cityofslt.us
   Address/City/ Zip Code (9-digit): 1352 Johnson Blvd. South Lake Tahoe, CA 96150-8200

2. **Financial Officer:**
   Name: Lori Marino Title: Principal Management Analyst
   Telephone #: (530) 542-7410 Email Address: lmarino@cityofslt.us
   Address/City/ Zip Code (9-digit): 1901 Lisa Maloff Way, Suite 210, South Lake Tahoe, CA 96150-7167

3. **Programmatic Point of Contact:**
   Name: John Spaeth Title: Police Detective
   Telephone #: (530) 542-6138 Email Address: jspaeth@cityofslt.us
   Address/City/ Zip Code (9-digit): 1352 Johnson Blvd. South Lake Tahoe, CA 96150-8200

4. **Financial Point of Contact:**
   Name: Lori Marino Title: Principal Management Analyst
   Telephone #: (530) 542-7410 Email Address: lmarino@cityofslt.us
   Address/City/ Zip Code (9-digit): 1901 Lisa Maloff Way, Suite 210, South Lake Tahoe, CA 96150-7167

5. **Executive Director** of a Non-Governmental Organization or the **Chief Executive Officer** (i.e., chief of police, superintendent of schools) of the implementing agency:
   Name: David Stevenson Title: Police Chief
   Telephone #: (530) 542-6120 Email Address: dstevenson@cityofslt.us
   Address/City/ Zip Code (9-digit): 1352 Johnson Blvd. South Lake Tahoe, CA 96150-8200

6. **Official Designee**, as stated in Section 15 of the Grant Subaward Face Sheet:
   Name: David Stevenson Title: Police Chief
   Telephone #: (530) 542-6120 Email Address: dstevenson@cityofslt.us
   Address/City/ Zip Code (9-digit): 1352 Johnson Blvd. South Lake Tahoe, CA 96150-8200

7. **Chair** of the **Governing Body** of the Subrecipient:
   Name: Joseph Irvin Title: City Manager
   Telephone #: (530) 542-6043 Email Address: jirvin@cityofslt.us
   Address/City/ Zip Code (9-digit): 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150-7167

✓

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Signature Authorization

Grant Subaward #: LE22 06 7994 (5)

Subrecipient: City of South Lake Tahoe

Implementing Agency: South Lake Tahoe Police Department

The **Grant Subaward Director** and **Financial Officer** are **REQUIRED** to sign this form.

Grant Subaward Director:

Printed Name: Jeffery Roberson, Lieutenant

Signature: _____

Date: 10/25/2022

Financial Officer:

Printed Name: Lori Marino, Principal Management Analyst

Signature: _____

Date: 10/25/2022

The following persons are authorized to sign for the **Grant Subaward Director:**

Signature: _____

Printed Name: John Spaeth, Police Detective

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

The following persons are authorized to sign for the **Financial Officer:**

Signature: _____

Printed Name: Olga Tikhomirova, Finance Director

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

✓

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Certification of Assurance of Compliance

Subrecipient: City of South Lake Tahoe (as)

	Cal OES Program Name	Grant Subaward #:	Grant Subaward Performance Period
1	Law Enforcement Specialized Units Program	LE22067994	01/01/2023 - 12/31/2023 (as)
2			
3			
4			
5			
6			

I, David Stevenson (Official Designee; same person as Section 15 of the Grant Subaward Face Sheet) hereby certify that the above Subrecipient is responsible for reviewing the Subrecipient Handbook (SRH) and adhering to all of the Grant Subaward requirements as directed by Cal OES including, but not limited to, the following areas:

I. **Proof of Authority – SRH 1.055**
The Subrecipient certifies they have written authority by the governing board (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a specific Grant Subaward (indicated by the Cal OES Program name and initial Grant Subaward performance period) and applicable Grant Subaward Amendments with Cal OES. The authorization includes naming of an Official Designee (e.g., Executive Director, District Attorney, Police Chief) for the agency/organization who is granted permission to sign Grant Subaward documents on behalf of the Subrecipient. Written proof of authority includes one of the following: signed Board Resolution or approved Board Meeting minutes.

II. **Civil Rights Compliance – SRH Section 2.020**
The Subrecipient acknowledges awareness of, and the responsibility to comply with all state and federal civil rights laws. The Subrecipient certifies it will not discriminate in the delivery of services or benefits based on any protected class and will comply with all requirements of this section of the SRH.

III. **Equal Employment Opportunity – SRH Section 2.025**
The Subrecipient certifies it will promote Equal Employment Opportunity by prohibiting discrimination or harassment in employment because of any status protected by state or federal law and will comply with all requirements of this section of the SRH.

✓

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

IV. Drug-Free Workplace Act of 1990 – SRH Section 2.030
The Subrecipient certifies it will comply with the Drug-Free Workplace Act of 1990 and all other requirements of this section of the SRH.

V. California Environmental Quality Act (CEQA) – SRH Section 2.035
The Subrecipient certifies that, if the activities of the Grant Subaward meet the definition of a "project" pursuant to the CEQA, Section 20165, it will comply with all requirements ofCEQA and this section of the SRH.

VI. Lobbying – SRH Sections 2.040 and 4.105
The Subrecipient certifies it will not use Grant Subaward funds, property, or funded positions for any lobbying activities and will comply with all requirements of this section of the SRH.

All appropriate documentation must be maintained on file by the Subrecipient and available for Cal OES upon request. Failure to comply with these requirements may result in suspension of payments under the Grant Subaward(s), termination of the Grant Subaward(s), and/or ineligibility for future Grant Subawards if Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) the Subrecipient violated the certification by failing to carry out the requirements as noted above.

CERTIFICATION

I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby affirm that I am duly authorized legally to bind the Subrecipient to the above-described certification. I am fully aware that this certification, executed on the date, is made under penalty of perjury under the laws of the State of California.

Official Designee's Signature: [signature]
Official Designee's Typed Name: David Stevenson
Official Designee's Title: Chief of Police
Date Executed: 10/25/2022

AUTHORIZED BY:

I grant authority for the Subrecipient/Official Designee to enter into the specific Grant Subaward(s) (indicated by the Cal OES Program name and initial Grant Subaward performance period identified above) and applicable Grant Subaward Amendments with Cal OES.

- ☐ City Financial Officer
- ☐ County Financial Officer
- ☑ City Manager
- ☐ County Manager
- ☐ Governing Board Chair

Signature: [signature]
Typed Name: Joseph Irvin
Title: City Manager
Date Executed: 10/25/2022

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Federal Fund Grant Subaward Assurances
STOP Violence Against Women Formula Grant Program

Subrecipient: City of South Lake Tahoe

	Cal OES Program Name	Grant Subaward #	Grant Subaward Performance Period
1.	Law Enforcement Specialized Units Prgram	LE22 06 7994	01/01/2023 - 12/31/2023
2.			
3.			
4.			
5.			
6.			

Subrecipients agree to adhere to the following and ensure these assurances are passed down to Second-Tier Subrecipients.

1. Required Audits and Financial Statements (SRH Section 14.005)

Subrecipients expending $750,000 or more in federal funds annually must comply with the single audit requirement established by the Federal Office of Management and Budget (OMB) Uniform Guidance 2 CFR Part 200, Subpart F and arrange for a single audit by an independent Certified Public Accountant (CPA) firm annually. Audits conducted under this section will be performed using the guidelines established by the American Institute of Certified Public Accountants (AICPA) for such audits.

■ Subrecipient expends $750,000 or more in federal funds annually.

☐ Subrecipient does not expend $750,000 or more in federal funds annually.

2. Requirements of the Award; Remedies for Non-compliance or for Materially False Statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the Subrecipient that relate to conduct during the period of performance also is a material requirement of this award.

By signing and accepting this award on behalf of the Subrecipient, the authorized Subrecipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized Subrecipient official, all assurances or certifications submitted by or on behalf of the Subrecipient that relate to conduct during the period of performance.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office on Violence Against Women (OVW) taking appropriate action with respect to the recipient and the award. Among other things, OVW may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OVW, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

3. Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance apply to this Grant Subaward.

The Subrecipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to Cal OES's review throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.334, 200.337.

For more information and resources on the Part 200 Uniform Requirements as they relate, see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

4. Requirements Related to System for Award Management and Unique Entity Identifier

Subrecipients (and any Second-Tier Subrecipients) must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements

regarding registration with SAM, as well as maintaining the currency of information in SAM.

Subrecipients also must comply with applicable restrictions for Second-Tier Subawards, including restrictions on Grant Subawards to entities that do not acquire and provide (to Subrecipients) the unique entity identifier required for SAM registration.

The details of the Subrecipients' obligations related to SAM and to unique entity identifiers are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers), and are incorporated by reference here.

5. Requirement to Report Actual or Imminent Breach of Personally Identifiable Information

Subrecipients (and any Second-Tier Subrecipients) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if they:

- Create, collect, use, process, store, maintain, disseminate, disclose, or dispose of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OVW grant-funded program or activity, or
- Use or operate a "Federal information system" (OMB Circular A-130).

Subrecipients (and any Second-Tier Subrecipients) must have breach procedures that must include a requirement to report actual or imminent breach of PII to Cal OES no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

6. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (including reporting requirements and OVW Authority to Terminate Grant Subaward)

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Subrecipients (and any Second-Tier Subrecipients), or individuals defined (for purposes of this condition) as "employees" of Subrecipients (and any Second-Tier Subrecipients).

The details of the Subrecipients' obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (Award Condition: Prohibited conduct by Subrecipients related to trafficking in persons (including reporting

requirements and OVW authority to terminate award)), and are incorporated by reference here.

7. Determination of Suitability to Interact with Participating Minors

This condition applies to the Grant Subaward (if it is indicated) when some or all of the activities to be carried out under the Grant Subaward (whether by Subrecipients, or Second-Tier Subrecipients) is to benefit a set of individuals under 18 years of age.

Subrecipients (and any Second-Tier Subrecipients) must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

8. Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this Grant Subaward appears on the OVW website at https://www.justice.gov/ovw/conference-planning.

9. OVW Training Guiding Principles

Subrecipients (and any Second-Tier Subrecipients) agree that they will adhere to the OVW Training Guiding Principle for Grantee and Subgrantees (available at https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary) for all training or training materials developed or delivered with these funds.

10. Potential Imposition of Additional Requirements

Subrecipients (and any Second-Tier Subrecipients) agree to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this Grant Subaward, if Subrecipients are designated as "high-risk" for purposes of the DOJ high-risk grantee list.

11. **Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 42**

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

12. **Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 38**

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 38.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to Subrecipient organizations (and any Second-Tier Subrecipient organizations) that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Subrecipients (and any Second-Tier Subrecipients) that are faith-based or religious organizations.

13. **Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 54**

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 54, that relate to nondiscrimination on the basis of sex in certain "educational programs."

14. **Restrictions on "lobbying" and Policy Development**

In general, as a matter of federal law, federal funds awarded by OVW may not be used by Subrecipients (and any Second-Tier Subrecipients), either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, in order to avoid violation of 18 U.S.C. 1913. Subrecipients (or any Second-Tier Subrecipients) may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by Subrecipients (and any Second-Tier Subrecipients), to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a Subrecipient (or any Second-Tier Subrecipient) would or might fall within the scope of these prohibitions, the Subrecipient is to contact Cal OES for guidance, and may not proceed without the express prior written approval of Cal OES.

15. Compliance with General Appropriations-law Restrictions on the use of Federal Funds

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at https://www.justice.gov/ovw/award-conditions (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by Subrecipients (and any Second-Tier Subrecipients) would or might fall within the scope of an appropriations or law restriction, Subrecipients are to contact Cal OES for guidance, and may not proceed without the express prior written approval of Cal OES.

16. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

Subrecipients (and any Second-Tier Subrecipients) must promptly refer to Cal OES any credible evidence that a principal, employee, agent, Subrecipient, contractor, subcontractor, or other person has, in connection with funds under this Grant Subaward-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this Grant Subaward should must also be reported to Cal OES. Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

17. Restrictions and Certifications Regarding Non-disclosure Agreements and Related Matters

No Subrecipients (and any Second-Tier Subrecipients) under this Grant Subaward, or entity that receives a procurement contract or subcontract with any funds under this Grant Subaward, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this Grant Subaward, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

a. In accepting this Grant Subaward, Subrecipients (and any Second-Tier Subrecipients):

   1) Represent that they neither require, nor have required, internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

   2) Certify that, if they learn, or are notified, that they have, or have been, requiring their employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, they will immediately stop any further obligations of Grant Subaward funds, will provide prompt written notification to Cal OES, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Cal OES.

b. If Subrecipients are authorized under this award to make Second-Tier Subawards, procurement contracts, or both:

   1) Subrecipients represent that:

      a) No other entity (whether through a Second-Tier Subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) that they pass funds to either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
      b) Appropriate inquiry has been made, or otherwise Subrecipients have an adequate factual basis, to support this representation; and

2) If learned or notified that any Second-Tier Subrecipient, contractor, or subcontractor entity that receives funds under this Grant Subaward is, or has been, requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, they will immediately stop any further obligations of Grant Subaward funds to or by that entity, will provide prompt written notification to Cal OES, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Cal OES.

18. Compliance with 41 U.S.C. 4712 (Including prohibitions on reprisal; notice to employees)

Subrecipients (and any Second-Tier Subrecipients) must comply with, and are subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

Subrecipients (and any Second-Tier Subrecipients) also must inform their employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

19. Encouragement of Policies to Ban Text Messaging while Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the DOJ encourages Subrecipients (and any Second-Tier Subrecipients) to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Grant Subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

20. Compliance with Statutory and Regulatory Requirements

Subrecipients (and any Second-Tier Subrecipients) agree to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

21. VAWA 2013 Nondiscrimination Condition

Subrecipients (and any Second-Tier Subrecipients) acknowledge that 34 U.S.C. 12291(b)(13) prohibits Subrecipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Subrecipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the Subrecipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The Subrecipient (and any Second-Tier Subrecipient) agrees that it will comply with this provision.

22. Misuse of Award Funds

Subrecipients (and any Second-Tier Subrecipients) understand and agree that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

23. Confidentiality and Information Sharing

Subrecipients (and any Second-Tier Subrecipients) agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. Subrecipients (and any Second-Tier Subrecipients) also agree to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVW website at https://www.justice.gov/ovw/resources-and-faqs-grantees.

24. Activities that Compromise Victim Safety and Recovery or Undermine Offender Accountability

Subrecipients (and any Second-Tier Subrecipients) agree that Grant Subaward funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or

policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation or companion guide under which the application was submitted.

25. Policy for Response to Workplace-related Incidents of Sexual Misconduct, Domestic Violence, and Dating Violence

Subrecipients (and any Second-Tier Subrecipients) must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

26. Performance Progress Reports and Final Report Submission

Subrecipients agree to submit an annual report that includes: a) an assessment of whether stated goals and objectives were achieved; b) information on the effectiveness of activities carried out with grant funds, including the number of persons served and the number of persons seeking services who could not be served; and c) such other information as OVW may prescribe. Subrecipients must use the designated forms and/or systems made available by OVW for performance reporting, which identify the information that Subrecipients must collect and report as a condition of receiving funding under this award

27. Publications Disclaimer for STOP Formula Subrecipients

Subrecipients (and any Second-Tier Subrecipients) agree that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement: "This project was supported by Subgrant No. LE22 06 7994 awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

28. Copyrighted Works

Pursuant to 2 C.F.R. 200.315(b), Subrecipients (and any Second-Tier Subrecipients) may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal

purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a Subrecipient (and any Second-Tier Subrecipient), of this award, for federal purposes, and to authorize others to do so.

In addition, Subrecipients (and any Second-Tier Subrecipients or contractors) must obtain advance written approval from Cal OES, and must comply with all conditions specified by Cal OES in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of Subrecipients (and any Second-Tier Subrecipients, contractors, or subcontractors as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

29. Ongoing Compliance with Statutory Certifications

Subrecipients (and any Second-Tier Subrecipients) agree that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the Subrecipient's funds for noncompliance with any of the requirements of 34 U.S.C. 10449 (regarding rape exam payments), 34 U.S.C. 10449(e) (regarding judicial notification), 34 U.S.C. 10450 (regarding certain fees and costs), and 34 U.S.C. 10451 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

30. Requirements for Subrecipients Providing Legal Assistance

Subrecipients (and any Second-Tier Subrecipients) agree that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of Subrecipients (and any Second-Tier Subrecipients).

a. The legal assistance eligibility requirements are:

1) any person providing legal assistance through a program funded under this grant program

a) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or

b) is partnered with an entity or person that has demonstrated expertise described in subparagraph (a); and

c) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide;

2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate state, local, territorial, and tribal law enforcement officials;

3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and

4) Subrecipients' (and any Second-Tier Subrecipients') organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, or child sexual abuse is an issue. Subrecipients also agrees to ensure that any Second-Tier Subrecipient will comply with this condition.

CERTIFICATION

I certify the Subrecipient identified above will comply with the requirements of the Subrecipient Handbook and the federal fund Grant Subaward assurances outlined above.

Official Designee's Signature: _____

Official Designee's Typed Name: David Stevenson

Official Designee's Title: Chief of Police

Date Executed: 10/25/2022

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GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: City of South Lake Tahoe			Grant Subaward #: 22 06 7994 (OS)		
A. Personnel Costs - Line-item description and calculation	**STOP 2021**	**STOP 2021 Match**	**STOP 2022**	**STOP 2022 MATCH**	**Total Amount Allocated**
City of South Lake Tahoe Domestic Violence Response Team **Detective Salaries:** 1 full time Detective assigned to DVRT Progam Regular Salary @ $47.37 hr/ 2080 hours = $98,529.60 Holiday Pay (Salary x 4.62%) $4,552.07 Longevity Pay (Salary x 5%) $4,926.48 Education Incentive (Salary x 5%) $4,926.48 ICI Pay (5% x total salary) $4,926.48 Detective Pay 5% (Salary x 5%) $4,926.48 Uniform Allowance $1,000.00 annually Degree Pay (Salary x 2%) $1,970.59 Section125 $57.69 x 26 $1,499.94 Total Salary & Incentives: $127,258.12 (Only charging **$79,567** grant funds/**$19,143** match)	~~$33,857~~ $33,858	$11,286	$45,710	$7,857	$98,710 (OS)
Detective Benefits Workers' Comp (Salary & Incent x 15%) $19,088.72 Health, life, survivor benefits $24,703.18 annually City PERS (Salary+incent x 21%) $26,724.21 Vision/ Dental ($166.66 monthly) $1,999.92 Medicare (salary+incent x 1.45%) $1,845.24 SUI (salary+incet x 0.5%) $636.29 Total Benefits: $74,997.56 (Only charging **$48,572** match)				~~$48,572~~ $48,571	$48,572 (OS)
Overtime for SLT Dispatch Approx. 251 hrs @ $53.00/hr OT rate- crisis coverage			$13,308 ~~$13,310~~		$13,310 (OS)
Principal Management Analyst Approx. 43.5 hrs @ $69.31 /hr- Grant Management Total Salary & Incentives: $113,041.66; Total Benefits $31,116.59. Total Salary and Benefits $144,158.25 Fully Burdened Rate: $69.31			$3,000		$3,000
Personnel Costs Fund Source Totals	~~$33,857~~	$11,286	~~$62,020~~	~~$56,429~~	~~$163,592~~
PERSONNEL COSTS CATEGORY TOTAL	*$33,858*		*$62,018	*$56,428	$163,590 (OS)

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Grant Subaward Budget Pages Multiple Fund Sources - Cal OES 2-106a (Revised 10/2020)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Pages
Multiple Fund Sources

08

Subrecipient: City of South Lake Tahoe			Grant Subaward #: LE22016 7994		
B. Operating Costs - Line-item description and calculation	**STOP 2021**	**STOP 2021 Match**	**STOP 2022**	**STOP 2022 Match**	**Total Amount Allocated**
Executive Director @ 0.03 FTE					
Responsible for overall agency/project operations including high level management. Provides direct supervision to Director of Operations/Client Services, Director of Administration/Grants, and Director of Development/Outreach and all contractors. Coordinates community partnerships and participates in multi-agency collaborations. Provides direct services as needed.					
$8,590 x 6 months x 0.03 FTE			$1,546		$1,546
$9,020 x 6 months x 0.03 FTE			$1,624		$1,624
Director of Administration & Grants @ 0.03 FTE					
Responsible for all fiscal and programmatic aspects of the project, including budget development and compliance, modifications, financial reports, high-level grants management, and monitors grant data. Supervises the Grants & Fiscal Specialist. Collaborates with the contracted Certified Public Accountant and acts as a liaison between CPA and agency.					
$7,333 x 6 months x 0.03 FTE			$1,320		$1,320
$7,700 x 6 months x 0.03 FTE			$1,386		$1,386
Grants & Fiscal Specialist @ 0.03 FTE					
Provides grant management by completing grant applications, general grants management, and completing reports. Supports payroll, accounts payable, and accounts receivable. Supports the Director of Administration & Grants.					
$4,160 x 6 months x 0.03 FTE			$749		$749
$4,368 x 6 months x 0.03 FTE			$786		$786
Director of Operations & Client Services @ 0.03 FTE					
Responsible for day-to-day operations and service provisions. Responsible to track and meet all program goals and objectives. Provides supervision of Advocacy Coordinator, Victim Advocates, Therapy Coordinator, and Therapist.					
$7,961 x 6 months x 0.03 FTE			$1,433		$1,433
$8,359 x 6 months x 0.03 FTE			$1,505		$1,505
Bilingual Advocacy Coordinator @ 0.5 FTE					

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GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: City of South Lake Tahoe			Grant Subaward #: VE22 0607994 (6)		
B. Operating Costs - Line-item description and calculation	**STOP 2021**	**STOP 2021 Match**	**STOP 2022**	**STOP 2022 Match**	**Total Amount Allocated**
Coordinates with victim advocates and Therapy Coordinator to carry out the Unserved/Underserved program. Also, Provides direct services for victims including advocacy, peer counseling, crisis intervention, emergency assistance, referrals, and supportive services.					
$5,373 x 6 months x 0.5 FTE			$16,119		$16,119
$5,642 x 6 months x 0.5 FTE			$16,926		$16,926
Bilingual Victim Advocate @ 0.5 FTE					
Provides direct services for victims including advocacy, peer counseling, crisis intervention, emergency assistance, referrals, and supportive services.					
$3,958 x 6 months x 0.5 FTE			$11,874		$11,874
$4,156 x 6 months x 0.5 FTE			$12,468		$12,468
Crisis Line Advocates					
Rate is blended and includes on-call stipend plus actual call outs, dependent on number of calls received. $65/weekday, $85/weekend, $125/holiday.					
$2,667 x 12 months x 5% budget			$1,600		$1,600
Employee Benefits					
Calculated at 40% of annual wages of $67,736			$27,094		$27,094
Includes FICA, SUI, Worker's Compensation, Medical, Dental, Vision, Long Term Disability, and Retirement for full-time employees.					
Professional Fees					
CPA - share of Certified Public Accountant's direct expenses for grant-specific financial tracking and reports					
285 hours x $60 per hour x 5%			$855		$855
Mileage					
Transportation to meet and accompany victims of domestic violence, sexual assault, child abuse, and stalking. Day-to-day mileage for project staff to provide community outreach, food/clothing distributions, and attend court hearings.					
368 miles x $0.625 per mile			$230		$230
Indirect Costs					
Using de Minimis indirect cost rate of 10%					

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Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: City of South Lake Tahoe			Grant Subaward #: 22 06 7994		
B. Operating Costs - Line-item description and calculation	**STOP 2021**	**STOP 2021 Match**	**STOP 2022**	**STOP 2022 Match**	**Total Amount Allocated**
Used to cover overhead costs including recruitment, communications, copying/printing, dues/fees/subscriptions/memberships, insurance, janitorial, maintenance/repairs, office expenses, postage, utilities, and training.					
Total award ($107,266 - distoritng costs of office rent $0, and indirect $9,751) = $97,515 x 10% - $9,751			$9,751		$9,751
Operating Costs Fund Source Totals			$107,266		$107,266
OPERATING COSTS CATEGORY TOTAL	*	*	*	*	$107,266

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Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: City of South Lake Tahoe			Grant Subaward #: 6522 06 7994 (CS)		
C. Equipment Costs - Line-item description and calculation	**STOP 2021**	**STOP 2021 Match**	**STOP 2022**	**STOP 2022 Match**	**Total Amount Allocated**
Equipment Costs Fund Source Totals					
EQUIPMENT COSTS CATEGORY TOTAL					

Grant Subaward Totals - Totals must match the Grant Subaward Face Sheet	**STOP 2021**	**STOP 2021 Match**	**STOP 2022**	**STOP 2022 Match**	**Total Project Cost**
Fund Source Totals	~~$33,857~~ $33858	$11,286	~~$169,286~~ $169,284	~~$56,429~~ $56,428	~~$270,858~~ $270,856 (CS)

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VSPS Budget Summary Report

LE22 Law Enforcement Specialized Units Program
South Lake Tahoe, City of
Law Enforcement Specialized Units Program

Subaward #: LE22 06 7994
Performance Period: 01/01/23 - 12/31/23
Latest Request: , Not Final 201

A. Personal Services - Salaries/Employee Benefits

F/S/L	Funding Source	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	21STOP	33,858	0	33,858	0	33,858
L	21STOP	11,286	0	11,286	0	11,286
F	22STOP	62,018	0	62,018	0	62,018
L	22STOP	56,428	0	56,428	0	56,428
Total A. Personal Services - Salaries/Employee Benefits:		***163,590***	***0***	***163,590***	***0***	***163,590***

B. Operating Expenses

F/S/L	Funding Source	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	21STOP	0	0	0	0	0
L	21STOP	0	0	0	0	0
F	22STOP	107,266	0	107,266	0	107,266
L	22STOP	0	0	0	0	0
Total B. Operating Expenses:		***107,266***	***0***	***107,266***	***0***	***107,266***

C. Equipment

F/S/L	Funding Source	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	21STOP	0	0	0	0	0
L	21STOP	0	0	0	0	0
F	22STOP	0	0	0	0	0
L	22STOP	0	0	0	0	0
Total C. Equipment:			***0***	***0***	***0***	***0***

F/S/L (Funding Types): F=Federal, S=State, L=Local Match
Paid/Expended=posted in ledger w/Claim Schedule, Pending=Processed, but not yet in Claim Schedule

12/16/22

VSPS Budget Summary Report

LE22 Law Enforcement Specialized Units Program

South Lake Tahoe, City of

Law Enforcement Specialized Units Program

Subaward #: LE22 06 7994

Performance Period: 01/01/23 - 12/31/23

Latest Request: , Not Final 201

	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
Total Local Match:	**67,714**	**0**	**67,714**	**0**	**67,714**
Total Funded:	**203,142**	**0**	**203,142**	**0**	**203,142**
Total Project Cost:	**270,856**	**0**	**270,856**	**0**	**270,856**

F/S/L (Funding Types): F=Federal, S=State, L=Local Match
Paid/Expended=posted in ledger w/Claim Schedule, Pending=Processed, but not yet in Claim Schedule

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OF EMERGENCY SERVICES

Grant Subaward Budget Narrative

Grant Subaward #: LE22 06 7994 (03)

Subrecipient: City of South Lake Tahoe

The Personnel section of the Budget Detail Worksheet included in this application reflects the salaries associated with the Detective overseeing the Domestic Violence Response Team, overtime for South Lake Tahoe Dispatchers to respond and serve Domestic Violence victims and reporting parties, and Grant Administration for Finance staff to prepare and submit quarterly reimbursement requests, provide compliance management, and review expenses associated with Live Violence Free as the Partnering Agency.

The South Lake Tahoe Police Department (SLTPD) has assigned 1 full time Detective position in collaboration with Live Violence Free (LVF) to create the Domestic Violence Response Team (DVRT) to assist victims of domestic violence within the Tahoe Basin. John Spaeth will be the assigned Detective working with Live Violence Free. Cost for salary and incentives are $127,258.12 and benefits are $74,997.56 with a total cost for this position at $202,256 annually. Approximately 62% of the salary will be charged to the grant in the amount not to exceed $79,567 as well as 15% of the salary being used as match in an amount of $19,143. Approximately 65% of the Detective benefits paid by the City of South Lake Tahoe will also be used as match in the amount of $48,571.

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OF EMERGENCY SERVICES

Grant Subaward Budget Narrative

Grant Subaward #: LE22 06 7994

Subrecipient: City of South Lake Tahoe

Police Officer / Detective –John Spaeth

	Amount per year
Salary:	
Regular hourly rate @ $47 37	$ 98,529 60
Holiday Pay 4 62%	$ 4,552 07
Detective Pay 5%	$ 4,926.48
Education Incentive 5%	$ 4,926 48
Degree Pay 2%	$ 1,970 59
Longevity Pay 10 5%	$ 4,926 48
Section125 $57 69	$ 1,499 94
ICI Pay 5%	$ 4,926 48
Uniform Allowance	$ 1,000.00
Total Salary and Incentives	$ 127,258 12
Benefits:	
Workers' Compensation 15%	$ 19,088 72
Health	$ 24,526.00
Vision ($25 50/monthly)	$ 306 00
Dental ($141 16 monthly)	$ 1,693 92
Life ($12 75 monthly)	$ 153 00
Survivors Benefits	$ 24 18
City PERS 21%	$ 26,724 21
Medicare 1 45%	$ 1,845 24
SUI 0 5%	$ 636 29
Total Benefits	$ 74,997 56
Total Salary and Benefits per year	**$ 202,255.68**
Fully Burdened rate (total / 2080 hours)	**$ 97.24**

Due to the overwhelming need to respond to domestic violence incidences within the city; SLTPD Dispatchers provide 9-1-1 services to respond and serve the numerous calls from victims and reporting parties. An estimated 251 hours of overtime will be billed to the grant at an estimated rate of $53.00 per hour, not to exceed $13,310 during the term of the grant agreement. The Principal

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Grant Subaward Budget Narrative

Grant Subaward #: 1022 06 7994 (6)

Subrecipient: City of South Lake Tahoe

Management Analyst in the Finance Department is responsible for all fiscal aspects related to the project and the grant including budget oversight, fiscal reporting, and compliance management. Lori Marino has over 22 years of experience in the Finance Department managing a multitude of grants totaling well over 30 million dollars in annual funding. Lori will bill the grant at a fully burdened hourly rate of $69.31 per hour based on actual time worked, not to exceed $3,000.

Principal Management Analyst - L. Marino

	Amount per year
Salary:	
Regular hourly rate @ $51 03	$ 106,142 40
Education Incentive 1 5%	$ 1,592.14
Longevity Pay 5%	$ 5,307.12
Total Salary and Incentives	$ 113,041.66
Benefits:	
Workers' Compensation 7%	$ 7,912 92
Health opt out provision	$ 4,000.00
Vision and Dental ($166 66/ Month)	$ 1,999.92
Life Insurance	$ 153.00
Survivors Benefits	$ 34 84
City PERS 10 149%	$ 11,472 60
Long Term Disability 75%	$ 847 81
Medicare 1 45%	$ 1,639.10
SUI 05%	$ 56.52
457 Match $115.38 @ 26 pay periods	$ 2,999.88
Total Benefits	$ 31,116 59
Benefit Rate	28%
Total Salary and Benefits per year	$ 144,158.25
Fully Burdened rate (total / 2080 hours)	**$ 69.31**

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OF EMERGENCY SERVICES

Grant Subaward Budget Narrative

Grant Subaward #: 1822 06 7994 (R)

Subrecipient: City of South Lake Tahoe

The Operational Expense section of the Budget Proposal outlines the salary, benefits, and direct operating costs from the subcontractor, Live Violence Free (LVF). Under this agreement, most of the funds are used to employ two Bilingual Advocacy Coordinators at .50 FTE, and two Bilingual Victim Advocates at .50 FTE each for the twelve months of the grant period. These positions will serve as the point of contact person to the SLTPD detective and the victims. They are also committed to providing immediate and long-term victim support. The Advocacy Coordinators, and Victim Advocates can provide victims and the SLTPD with services in English and Spanish. In addition to funding these positions, funds have been delegated to support LVF's Executive Director, Director of Administrations and Grants, Grants and Fiscal Specialist, Director of Operations and Client Services, and Crisis Line Advocates. The Executive Director supervises LVF's involvement in the project. Funds are also allocated to help support the 24-Hour Crisis Hotline. Use of funds in this way is extremely relevant to the services provided under the proposed project, as LVF commits to making a domestic violence victim advocate available to law enforcement at all times. The Director of Operations and Client Services is responsible for supervision of the advocates and providing support and direction to the staff. The Director of Administration and Grants as well as the Grants and Fiscal

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OF EMERGENCY SERVICES

Grant Subaward Budget Narrative

Grant Subaward #: LE22 06 7994 (05)

Subrecipient: City of South Lake Tahoe

Specialist will provide the daily administrative implementation oversight for the grant and will be responsible for compiling all financial and program progress reports. Funds have also been allocated for a percentage of the subcontractor's Professional Fees for a CPA (5%) as well as direct costs of mileage (.625 per mile) to meet and accompany victims, as well as day-to-day mileage for community outreach and court hearings. LVF is opting to use the De Minimis Indirect Cost Rate of 10% to cover overhead costs, including recruitment, communications, copying/printing, dues, fees, subscriptions, memberships, insurance, janitorial, maintenance/repairs, office expenses, postage, utilities, and training.

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GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Programmatic Narrative

Grant Subaward #: NE22 06 7994 (08)

Subrecipient: City of South Lake Tahoe

Problem Statement

The South Lake Tahoe Police Department (SLTPD) has a long-standing and integrated partnership with South Lake Tahoe's only domestic violence agency, Live Violence Free (LVF). The partnership is essential to assisting survivors of domestic violence (DV) and sexual assault (SA) with critical services aimed at reducing the impacts of abuse within the community. Since the formation of LVF in 1977, SLTPD has maintained a close relationship with the agency and has collaborated with LVF's staff to provide survivors of intimate partner violence with court advocacy, shelter, assistance with Temporary Restraining Orders (TROs), counseling services for survivors and their children, a 24-hour crisis call center, support through related court proceedings, and many additional support services. The collaboration between SLTPD and LVF has further developed over the past 17 years since the Domestic Violence Response Team (DVRT) was formed to address the growing need for a multi-agency response to the increasing incidences of DV and SA in the South Lake Tahoe Community.

The continuation and expansion of collaborative efforts between SLTPD and LVF is crucial to effectively serve the unique challenges faced by the community of South Lake Tahoe. A local community needs assessment

conducted by Barton Hospital in 2021 reported 22.1% of SLT residents have been a victim of intimate partner violence compared with a national average of 13.7%. The Center for Disease Control identifies several risk factors for domestic violence which include low income, low academic achievement, substance use, and unemployment. According to the U.S. Census Bureau, 15.5% of SLT residents are living below poverty compared with 11.8% nationally, and the median income of a household in SLT is $41,380 compared to the California medium income of $71,228. While the national unemployment rate is currently 3.6%, the unemployment rate of South Lake Tahoe is a staggering high rate of 9.5%.

Strengthening the existing protocol for coordinated responses is fundamental for victims and their children to receive advocacy and resources which can greatly support them after DV incidences. Detectives provide information regarding LVF's services to victims and 24-hour access to a DV advocate upon the victim's request. Additionally, LVF is notified of all DV reports and given contact information of the victims so the Victim Witness Court advocates can follow up after the incident to ensure they receive desired DV services. Victims and their children are given access not only to advocacy but

are offered legal assistance through LVF which helps to keep DV survivors and their children together and safe from future harm.

Major highlights of the DVRT program are that it provides a coordinated response, increased advocacy for victims, consistent protocols for emergency responders, and more interagency accountability. All domestic violence case follow-up requests or evidence requests from the District Attorney's Office are sent to the SLTPD DV Detective for review. The DV detective will attempt to locate evidence from a variety of sources to include surveillance video, photographs, and other trace evidence. The detective will meet with LVF Advocates, CPS, victim/witness advocates and other agencies to ensure victims are receiving services. SLTPD enters Emergency Protective Orders (EPO's), proof of service the restraining order was served, and any violations of the restraining order into California Law Enforcement Telecommunications System (CLETS) to enhance coordination of information with other agencies and assist in the protection of victims and their families.

Due to the extreme vulnerability of SLT and the high rate of DV, it is imperative the SLTPD continues to collaborate with LVF in a meaningful and productive way. During the next fiscal year, the two organizations seek to

improve and expand their partnership to include more impactful, and subject specific trainings for area's DV first responders. Using feedback from first responder focus groups, SLTPD and LVF will provide DV trainings that are subject specific to create a significant training experience for officers. Training will assist officers with difficult DV situations and in identifying the primary aggressor.

SLTPD and LVF seek to continue to strengthen the coordination of services between the two agencies and to constantly enforce policy that ensures accountability and a consistent response to victims of domestic violence. One of the successes of the current DVRT program is its protocol for consistent responses to violations of protection orders in the community. When an order is violated, SLTPD dispatches an officer immediately and notifies LVF of the protection order violation. While SLTPD takes the lead to ensure the victim's safety, LVF is then able to follow up with the victim(s) to provide services including peer counseling and support. This consistent response and protocol for coordination is of great importance to ensure the safety and wellbeing of victims.

Grant Subaward Programmatic Narrative

Grant Subaward #: LE22 06 7994

Subrecipient: City of South Lake Tahoe

Plan and Implementation

South Lake Tahoe Police Department (SLTPD) plans to continue meeting the Cal OES Law Enforcement Grant Program Components through continuation and strengthening of the current DVRT program. Presently, SLTPD contracts with the only local Cal OES-funded Domestic Violence Assistance Program and Rape Crisis Program, Live Violence Free (LVF), through an active Operational Agreement which provides for 1.0 full-time equivalent (FTE) Domestic Violence Counselor which is provided through two Victim Witness Court advocates.

The identified staff that account for the 1.0 FTE, provide immediate in-person response for advocacy on a 24-hour basis. Additionally, LVF staff provide resource and outreach material to SLTPD that is relevant for first responders, will assist with DV protocols, and serves as a way for developing and initiating interagency accountability. There is a space reserved specifically for the Victim Witness Court Advocates at the SLTPD to work on premise as needed to assist victims of domestic violence and to provide advocacy when requested.

The DVRT program project supported by Cal OES LE funding also provides for one FTE investigator with the SLTPD who is specifically assigned to the

program. Detective John Spaeth has been assigned as the DVRT detective for the current grant cycle and will remain in this position through 2023. John has an Advanced Post certificate and over 14 years of law enforcement experience as well as investigated or assisted in over 1,000 domestic violence cases. He's received regular training in the detection, investigation, and documentation of DV cases from LVF, El Dorado County DA's Office and various law enforcement agencies. He currently assists with the SLTPD domestic violence training provided to officers on a quarterly basis and he has extensive experience in the field of domestic violence emergency response. He has a strong relationship with Live Violence Free and has worked closely with their staff to ensure interagency collaboration and an effective coordinated response to SLTPD domestic violence calls. He continues to be an effective liaison between the two agencies.

SLTPD's current DV training plan provides for four quarterly training sessions for SLTPD officers. Through the next year, SLTPD and LVF anticipate strengthening these trainings by arranging for a law enforcement focus group to identify challenges of officers when responding to DV calls. The two agencies will then incorporate the identified challenges into the provided trainings to create increased learning opportunities and valuable tools for officers to utilize.

Grant Subaward Programmatic Narrative

Grant Subaward #: VE22 06 7994

Subrecipient: City of South Lake Tahoe

Currently, when a domestic violence call is made, the 9-1-1 dispatcher deploys two law enforcement officers to respond to the scene. Once on scene, they work quickly to stabilize the situation by separating the parties and addressing medical needs, identifying any weapons, and accounting for all persons involved. After stabilization, law enforcement begins the investigative process which includes conducting victim interviews with detailed accounts of the crime, treating the physical space as a crime scene while collecting vital evidence, photographing and documenting injuries, noting children who were present during the incident and who may have witnessed the crime, taping statements when possible, and providing comprehensive crime reports that can be effectively used later in court proceedings. Law enforcement is trained to explain LVF's services and to offer the victim an advocate on site. If an advocate is requested, the officer can reach an LVF advocate 24-hours a day via LVF's crisis line, and the advocate can be present in-person at the site immediately.

All domestic violence calls requiring police response are reported to the DVRT Detective within 48 hours and during this time an advocate at LVF is also notified. If advocate contact has not yet been established with the victim, the Victim Witness Court advocate attempts to contact the victim either in person

or via phone. Within 72 hours of the incident, the advocate (and the Detective, in high-risk cases) will have attempted contact with the victim. Furthermore, the advocate continues to attempt contact at a minimum of once a day over the next three days. Once contact is established, the advocate explains LVF services, including shelter, counseling, legal services, accompaniment to court proceedings, and safety planning along with additional community resource information including the Victim/Witness Assistance Program.

All violations of domestic violence protection orders are treated very seriously with the SLTPD and when a violation is reported, an officer is dispatched to the scene to take a full report. All violations are then reported to the advocate. The advocate attempts to contact the victim to follow up with them and their children and offer services to support their safety and well-being.

These routine protocols have developed into an integrated and sustainable part of SLTPD's response to domestic violence calls to best serve and protect DV victims and their children. The DVRT Detective, SLTPD Sergeant/ Lieutenant, and LVF have an ongoing working relationship with open dialogue between the two agencies. Representatives from both agencies meet often to

discuss successful strategies to address concerns and diffuse issues or complications.

Capabilities

SLTPD has extensive experience providing training to patrol officers/first responders and to other relevant department personnel since its formation in 1967. Formal training in the area of domestic violence became more readily available to first responders in 2005 with the creation of the DVRT program, and it continues to be a vital and useful training for first responders today. Through communication and interagency collaboration between SLTPD and LVF, the DV training continues to be updated in accordance with today's best evidence-based practices to keep first responders prepared with the latest tools. Detective Spaeth will organize the training and has extensive experience with domestic violence issues in the community and utilizes current evidence-informed domestic violence training techniques. Furthermore, Live Violence Free (LVF) provides extensive 40-hour domestic violence and 40-hour sexual assault training to all LVF advocates, in accordance with California Evidence Code Sections 1035-1036.2 and 1037-1037.8. Advocates are also required to receive 12

hours of continuing education each year in the areas of domestic violence, sexual assault, and related topics.

The DVRT Detective, John Spaeth, will consult with DV experts and former SLTPD Detectives to lead the DVRT program in South Lake Tahoe. He has an Advanced Commission on Police Officer Standards and Training certificate and has received specialized training beyond the academy level, related to the investigation of domestic violence crimes, in accordance with Penal Code Sections 13516-13519. Through his experience and education, Detective Spaeth has developed a skilled and highly effective approach to working with victims of domestic violence and effectively passed on his knowledge to officers within SLTPD.

Through collaboration with LVF, Detective Spaeth will be paramount in assisting the department with training officers to ensure consistent protocols are followed to guarantee victim safety in domestic violence and sexual assault cases.

SLTPD has an extensive history of working with Live Violence Free (LVF), the only domestic violence organization and rape crisis center in the Eastern El Dorado County and South Lake Tahoe area. Since the organization's foundation in 1977,

Cal OES
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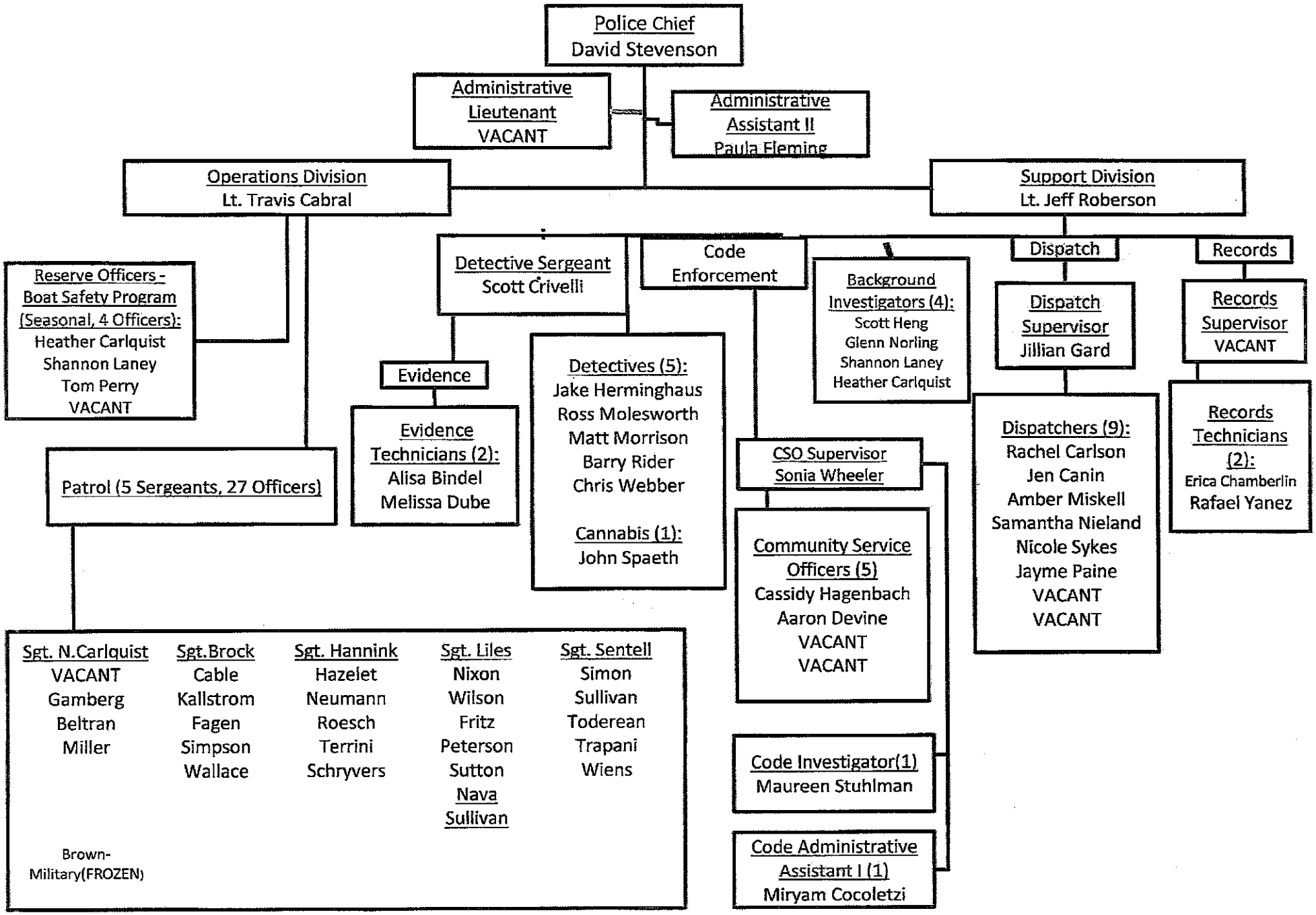
Grant Subaward Programmatic Narrative

Grant Subaward #: VE22 06 7994 (05)

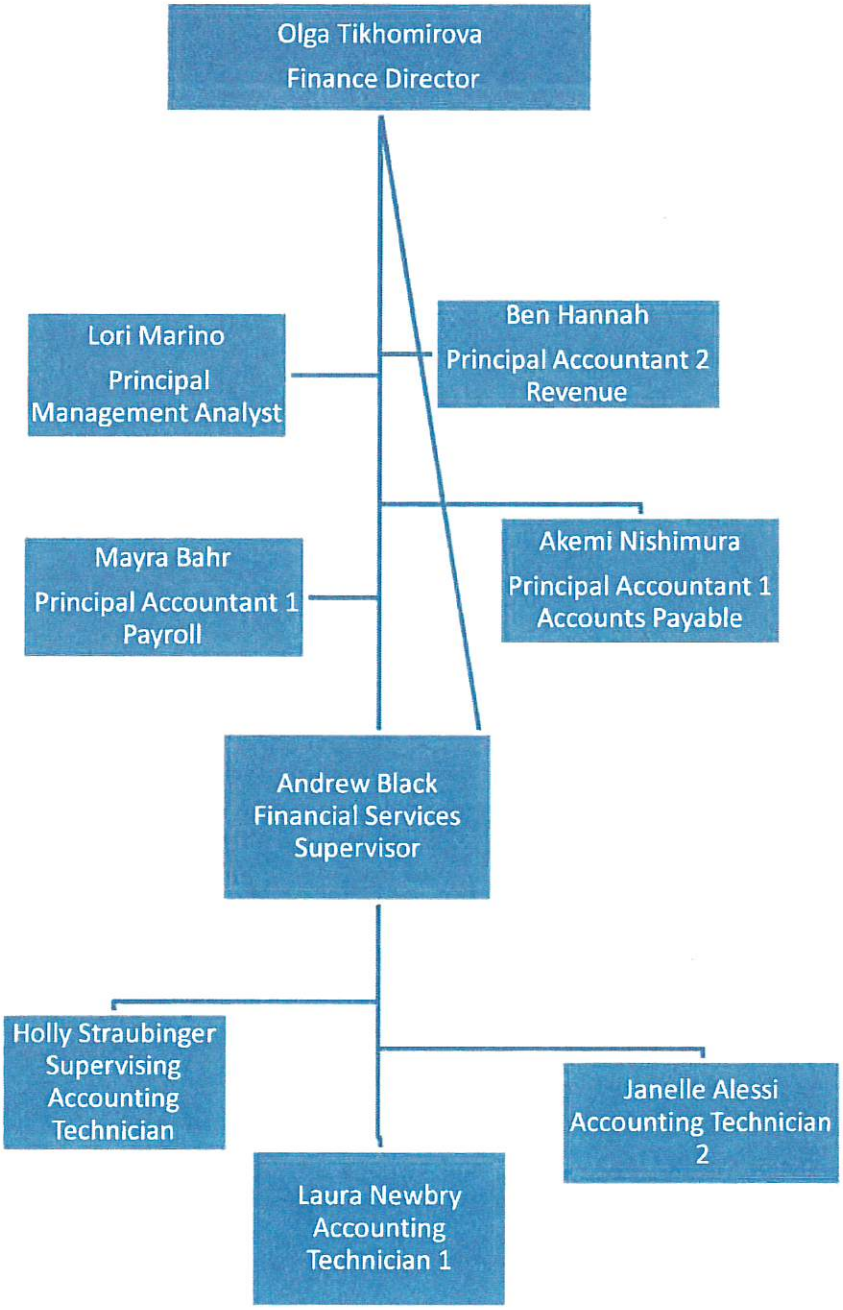
Subrecipient: City of South Lake Tahoe

SLTPD has maintained an impressive working relationship with the agency to ensure domestic violence and sexual assault cases are handled with the appropriate level of care and that victims are provided with essential services to ensure their safety and well-being.

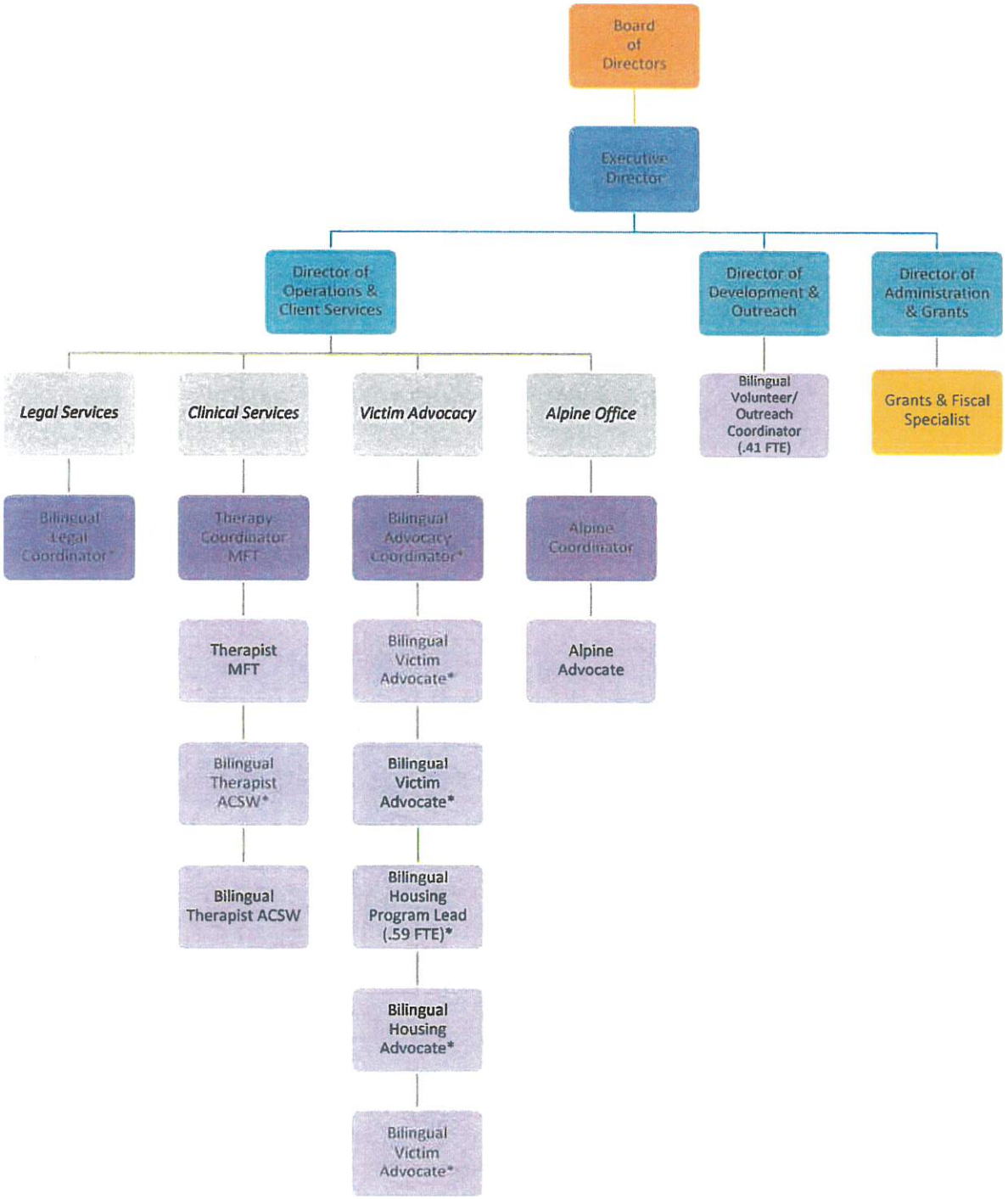
SOUTH LAKE TAHOE POLICE DEPARTMENT - ORGANIZATIONAL CHART – 42 sworn



Financial Services Organization Chart



Live Violence Free
2022-2023 Organizational Chart



CONTRACTORS

Certified Public Accountant
- Works Directly w/ Director of Administration & Grants
- Reports to Executive Director

Clinical Supervisor
- Works Directly with Therapy Coordinator
- Reports to Executive Director

Attorneys
- Works Directly with Legal Coordinator
- Reports to Executive Director

*Crisis Line responsibilities rotate among direct services staff as indicated with an asterisk

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Operational Agreement Summary

Grant Subaward #: VE22 06 7994 (08)

Subrecipient: City of South Lake Tahoe

Participating Agency/Organization/Individual	Date Signed	Time Frame of OA
1. Live Violence Free	08/13/2021	07/01/21 to 06/30/24
2.		to
3.		to
4.		to
5.		to
6.		to
7.		to
8.		to
9.		to
10.		to
11.		to
12.		to
13.		to
14.		to
15.		to
16.		to
17.		to
18.		to
19.		to
20.		to

LIVE VIOLENCE FREE
AND
SOUTH LAKE TAHOE POLICE DEPARTMENT

OPERATIONAL AGREEMENT: July 1, 2021 – June 30, 2024

This Operational Agreement stands as evidence that Live Violence Free and South Lake Tahoe Police Department (SLTPD) intend to work together toward the mutual goal of providing maximum available assistance for victims of domestic violence and sexual assault residing in South Lake Tahoe. To this end, each agency agrees to participate in the program by coordinating / providing the following services:

SLTPD agrees to:

1) Call upon Live Violence Free advocates by calling the 24-Hour Crisis Line at 530-544-4444 or the business line at 530-544-2118 to provide emergency response and victim support during sexual assault or domestic violence interviews;
2) Refer adult and child victims of sexual assault or domestic violence to Live Violence Free;
3) Provide transportation of victims from the crime scene to a safe location and provide civil standby upon request;
4) Participate in quarterly Eastern El Dorado Sexual Assault Response Team (SART) meetings and quarterly Eastern El Dorado Domestic Violence Response Team (DVRT) meetings;
5) Authorize sexual assault medical exams, as appropriate;
6) Call upon Live Violence Free for victim support and to perform child forensic interviews, as needed;
7) Meet regularly with Live Violence Free staff, as needed; and
8) Engage in cross trainings with Live Violence Free staff, as needed.

Live Violence Free agrees to:

1) Provide advocacy, accompaniment, and supportive services for victims of domestic violence and sexual assault;
2) Provide emergency response and victim support during sexual assault or domestic violence interviews;
3) Call upon SLTPD to perform sexual assault or domestic violence interviews and civil standby, as needed;
4) Coordinate and participate in Eastern El Dorado County SART meetings and Eastern El Dorado County DVRT meetings;
5) Provide child sexual abuse forensic interviews;
6) Meet regularly with SLTPD staff and officers, as needed; and
7) Engage in cross training with SLTPD staff and officers, as needed.

In an effort to meet the many needs of victims in as comprehensive a manner as possible, the two agencies will continue to work closely together based upon voluntary participation by the clients to protect confidentiality.

We, the undersigned, as authorized representatives of Live Violence Free and the South Lake Tahoe Police Department, do hereby approve this document.

Signed: Chelcee Thomas Date: 8/13/21
Chelcee Thomas, Executive Director
Live Violence Free

Signed: [signature] Date: 8/13/21
David Stevenson, Chief of Police
South Lake Tahoe Police Department

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT

Subrecipient: City of South Lake Tahoe	**UEI #** FG8YLL3CQ3J1	**FIPS #:** 017-73108
Grant Disaster/Program Title: Law Enforcement Specialized Units Program		
Performance Period: 01/01/23 **to** 12/31/23	**Subaward Amount Requested:** $ 203,143~~2~~	
Type of Non-Federal Entity (Check Applicable Box)	☐ State Govt ☒ Local Govt ☐ JPA ☐ Non-Profit ☐ Tribe	

Per Title 2 CFR § 200.332, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following are questions related to your organization's experience in the management of federal grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, *grant manager* is the individual who has primary responsibility for day-to-day administration of the grant, *bookkeeper/accounting staff* means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and *organization* refers to the subrecipient applying for the award, and/or the governmental implementing agency, as applicable.

Assessment Factors	Response
1. How many years of experience does your current grant manager have managing grants?	>5 years
2. How many years of experience does your current bookkeeper/accounting staff have managing grants?	>5 years
3. How many grants does your organization currently receive?	>10 grant
4. What is the approximate total dollar amount of all grants your organization receives?	$ 34,000,000
5. Are individual staff members assigned to work on multiple grants?	Yes
6. Do you use timesheets to track the time staff spend working on specific activities/projects?	Yes
7. How often does your organization have a financial audit?	Annually
8. Has your organization received any audit findings in the last three years?	Yes
9. Do you have a written plan to charge costs to grants?	Yes
10. Do you have written procurement policies?	Yes
11. Do you get multiple quotes or bids when buying items or services?	Always
12. How many years do you maintain receipts, deposits, cancelled checks, invoices?	>5 years
13. Do you have procedures to monitor grant funds passed through to other entities?	Yes

Certification: *This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.*

Signature: (Authorized Agent)	**Date:** 11/14/22
Print Name and Title: Joseph Irvin, City Manager	**Phone Number:** 530-542-6043
Cal OES Staff Only: SUBAWARD # LE22 06 7994	

✓

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Service Area Information

Grant Subaward #: VE22 06 7994 (05)

Subrecipient: City of South Lake Tahoe

1. County or Counties Served:
   El Dorado County

   County where principal office is located: El Dorado County

2. U.S. Congressional District(s) Served:
   4

   U.S. Congressional District where principal office is located: 4

3. State Assembly District(s) Served:
   5

   State Assembly District where principal office is located: 5

4. State Senate District(s) Served:
   1

   State Senate District where principal office is located: 1

5. Population of Service Area: 21,316

LIVE VIOLENCE FREE
AND
SOUTH LAKE TAHOE POLICE DEPARTMENT

OPERATIONAL AGREEMENT: July 1, 2021 – June 30, 2024

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We, the undersigned, as authorized representatives of Live Violence Free and the South Lake Tahoe Police Department, do hereby approve this document.

Signed: Chelcee Thomas Date: 8/13/21
Chelcee Thomas, Executive Director
Live Violence Free

Signed: David Stevenson Date: 8/13/21
David Stevenson, Chief of Police
South Lake Tahoe Police Department

SOLE BRAND/SOLE SOURCE REQUEST JUSTIFICATION/APPROVAL FORM

SOLE SOURCE VENDOR: Live Violence Free
ADDRESS: 2941 Lake Tahoe Blvd, SLT CA 96150 PHONE NO. 530-544-2118
ITEM TO BE PURCHASED: Domestic Violence and Sexual Assault services
DOLLAR AMOUNT: $107,266.00

Check reasons for sole source request:

1. _____ **Proprietary**: The item is held under exclusive title, trademark, or copyright by a private person or company; a proprietary distributorship would also apply.

_____ **Standardization**: The City requires the item(s) to standardize parts, design, quality, etc.
Explain: _____

XX **Sole Source**: No other items are known to exist which perform the same function.

2. Describe the product service: Live Violence Free (LVF) provides on call victim advocacy, crisis intervention, and counseling services for victims of domestic violence and sexual assault, supporting the health and well-being of our community families.

3. Describe how the product or service is unique and one-of-a-kind: LVF is the only provider of domestic violence and sexual assult services from South Lake Tahoe west to Kyburz, CA and north to Placer County and east to Douglas County and the only provider in Alpine County.

4. Is the product or service available from other distributors? No
If YES, list names of vendors: _____
If NO, explain why the product/service is available from only one source and what avenues you pursued to confirm that this is factual. Same as answer #3

5. Can your requirements be modified to allow competitive products or services be used?
Explain: No, the services are highly specialized and professional in nature, which requires specific training.

DEPARTMENT/DIVISION: Police Department, Support Divison

DEPARTMENT HEAD SIGNATURE: _____ DATE: 12-20-22

DIVISION HEAD SIGNATURE: _____ DATE: 12-20-2022

*** CITY MANAGER SIGNATURE**: _____ DATE: _____

* Requests over $7,000 require **City Manager's** approval. Requests over $50,000 requires City Council's approval.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: January 10, 2023
Agenda Item #: 4

Agenda Item: Permanent Local Housing Allocation (PLHA) Program Application for up to $5,000,000 for the Sugar Pine Village Affordable Housing Project

Executive Summary: The Permanent Local Housing Allocation (PLHA) program provides grants to local jurisdictions to assist persons experiencing or at risk of homelessness and/or investments that increase the supply of households to those with income of 60% of the Area Median Income. This grant will support development of the Sugar Pine Village affordable housing project, Phase 2A.

Requested Action / Suggested Motions: Pass a Resolution authorizing the City Manager to submit a joint application with Related Companies of California LLC under the PLHA Program for Sugar Pine Village Phase 2A for an amount not to exceed $5,000,000. Up to 5 percent ($250,000) can be used for reimbursement of administrative costs incurred by the City.
Responsible Staff Member: Jessica Wackenhut Lomeli, Associate Housing Planner

Responsible Staff Member: Jessica Wackenhut Lomeli, Associate Housing Planner

Reviewed and Approved By:
Susan Blakenship, City Clerk
Olga Tikhomirova, Finance Director
Heather Stroud, City Attorney

Attachments:

01-Staff Report PLHA 2022.docx
02-PLHA Reso-2023.pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: January 10, 2023

Title: Permanent Local Housing Allocation (PLHA) Program Application for the Sugar Pine Village affordable housing project, Phase 2A

Location: 1888 Lake Tahoe Boulevard and 1029 Tata Lane

Responsible Staff Member: Jessica Wackenhut Lomeli, Associate Housing Planner
530-542-6158

Background: The Sugar Pine Village project is a proposed 248-unit affordable housing project, with onsite community service facilities on 11.6 acres of land owned by the State of California (State). This project is a result of the Governor's Executive Order N-06-19, which directed the California Department of General Services (DGS) to identify excess state properties as potential affordable housing development sites. In July 2020, the State announced the State had selected Related Companies of California LLC (Related) in partnership with the St. Joseph Community Land Trust to construct and manage the Sugar Pine Village project.

Since June 2020, the City of South Lake Tahoe has been an active partner in the development of the project. As a first step of financial commitment, the City Council at its November 17th, 2020 meeting authorized a $566,629 loan for predevelopment costs (Resolution 2020-109) and a $1,250,000 loan to purchase banked land coverage at the airport (Resolution 2020-110). The loans were funded by Program Income from repayments of loans from the Redevelopment Agency (RDA) Low- and Moderate-Income Housing Fund and the City's undesignated reserve fund, respectively. At its October 19, 2021 meeting the City Council also approved a $627,626 loan of HOME Program Income. This brings the City's total commitment toward the project to $2,441,629.

In addition to direct City commitments, the City has partnered with Related to secure $17,359,470 in Affordable Housing and Sustainable Communities (AHSC) grant funds including $10,551,967 for the project and the remaining $6,807,503 for city improvements. The City and Related were awarded $5,000,000 in Permanent Local Housing Allocation (PLHA) grant funding in 2022. Additionally, Related has also secured $20,000,000 in Multifamily Housing Program (MHP) funding and $3,195,900 in Infill Infrastructure Grant (IIG) funding so far in the financing phase of the project.

To date, approximately $40,000,000 in tax credits and grant applications have been applied for and secured using the City's initial approximate $1.8 million commitment as a local match.

Related is phasing the financing and construction of the project into four phases. Phase 1A includes 68 residential units. Site preparation and modular construction for Phase 1A

began at Factory OS in fall 2022. Phase 1B includes 60 units, Phase 2A 60 units and Phase 2B 60 units. Phase 2A is anticipated to be the next phase with full funding and ready for construction. The overall project also includes a community/property management building and a daycare/social services building.

The table below summarizes the financing strategy for the four phases and shows how the City contributions pair with other funding sources.

Source	Phase 1A	Phase 1B	Phase 2A	Phase 2B
City RDA Loan	566,629	-	-	
City Coverage Loan	254,487		995,513	
HOME PI Loan		625,000		
City Sources	821,116	625,000	995,513	-
Federal Tax Credit Equity	19,766,293	23,997,600	17,502,953	23,997,600
State Tax Credit Equity	5,722,864	2,395,276	6,801,591	2,399,760
Perm Loan	2,768,500	2,045,000	2,392,000	1,959,000
State MHP	12,127,500	7,448,016	-	11,236,042
State AHSC	-	-	10,551,967	
State IIG	3,195,900	2,998,500	2,965,000	2,998,000
State PLHA	4,750,000	-	4,750,000	
State HOME	-	5,162,446	-	5,910,614
State LGMG	5,638,066	5,000,000	4,304,935	5,000,000
Deferred Developer Fee	500,000		500,000	
Leveraged Sources	54,469,122	49,046,838	49,768,446	53,501,016
Total Sources	55,290,238	49,671,838	50,763,959	53,501,016

	Committed	Applied For	Identified

The City and Related were co-applicants for Sugar Pine Village Phase 1A and were successfully awarded the competitive PLHA grant for $5,000,000 in February 2022. $250,000 of those grant funds are being uses for reimbursement of administrative costs incurred by the City.

Issue and Discussion: HCD released the Permanent Local Housing Allocation (PLHA) program competitive Notice of Funding Availability (NOFA) on October 14, 2022 for approximately $24 million. This funding provides grants to local jurisdictions to assist persons experiencing or at risk of homelessness and/or investments that increase the supply of households to those with income of 60% of the Area Median Income. It is recommended that the City Council adopt a resolution authorizing staff to submit a joint PLHA Program application with Related Companies of California LLC for Sugar Pine Village Phase 2A for an amount not to exceed $5,000,000. Up to 5 percent ($250,000) can be used for reimbursement of administrative costs incurred by the City.

Financial Implications: PLHA grant funds are awarded on a competitive basis. If awarded, the allocation of funds would be contingent upon the City entering into a Standard Agreement with HCD. Any future funding agreement associated with the PLHA Program funding award will require City Council approval.

It is anticipated that the City will carry primary responsibility for grant administration and monitoring. However, up to 5 percent of the funding award may be used to cover administrative costs associated with administering the grant to a maximum of $250,000.

Environmental Considerations: For projects that satisfy criteria specified by SB 35, the guidelines issued by HCD specify that the California Environmental Quality Act (CEQA) does not apply to actions taken by a local government to provide financial assistance to a development that receives streamlined approval and that is to be used for housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code.

Policy Implications: The recommended action is consistent with the City Strategic Plan which identifies supporting the Sugar Pine Village Project as Action Item 1.3.2.

The recommended action is also consistent with the following adopted policies and programs:

City General Plan Housing Element

Policy 1-1 The City shall adopt programs, ordinances, incentives, land use plans and other regulatory mechanisms that provide opportunities for the private sector to address the housing needs of citizens of all economic levels.

Policy 2-2 The City shall enable opportunities for deed-restricted affordable ownership housing to ensure long-term affordability.

Policy 2-5 The City shall recognize that it will become difficult to attract employees if they cannot afford to purchase or rent housing in South Lake Tahoe. The City shall encourage and support programs and activities that create a robust local economy that provides residents with good paying employment and the means to purchase and/or rent housing in the city.

Program 2-1 PURSUE STATE AND FEDERAL FUNDS
To support the creation of quality, affordable housing options for extremely low-, very low-, and low-income households, the City shall seek and when appropriate and feasible pursue grant opportunities for state and federal funds.

Program 2-6 ANALYSIS OF FEDERAL AND STATE LANDS
The City shall continue discussing the potential for developing quality workforce and affordable housing on non-environmentally sensitive lands owned by the California

Tahoe Conservancy (Conservancy) and the United States Forest Service (USFS). The City shall ensure that important natural resources are protected and only pursue surplus lands that these agencies have determined do not have a clear and compatible conservation or recreation purpose consistent with agency goals.

Tahoe Valley Area Plan

Policy H-1.1 – Housing Options
Provide for a range of housing options that include affordable, moderate-income, and workforce housing so that people can live and work in the City.

Policy H-1.5 – Redirection of Development
Direct high density residential development to areas of Tahoe Valley that are within walking distance of public transit and services.

Policy H-1.7 – Tahoe Livable Communities Program
Collaborate and support efforts of the California Tahoe Conservancy to remove blighted properties and repurpose associated development commodities. Encourage the use of residential commodities for affordable housing in Tahoe Valley area.

Policy H-2.1 – General
Encourage the creation of residential uses to support and add vitality to commercial and public service projects in the Tahoe Valley area.

[Resolution 2023-XX]
[the City of South Lake Tahoe]

AUTHORIZING RESOLUTION OF (the South Lake Tahoe City Council)

AUTHORIZING THE APPLICATION FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM NON-ENTITLEMENT LOCAL GOVERNMENT COMPETITIVE COMPONENT

[All, or a necessary quorum and majority] of the
[council members] of
[City of South Lake Tahoe]
("Applicant") hereby consents to, adopts and ratifies the following resolution:

A. WHEREAS, the Department is authorized to provide up to $*24* million under the SB 2 Permanent Local Housing Allocation Program Competitive Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)).

B. WHEREAS the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated *10/14/2022* under the Permanent Local Housing Allocation (PLHA) Program Competitive Component;

C. WHEREAS [the City of South Lake Tahoe] is an eligible non-entitlement Local government who has applied for program funds to administer an eligible activity; for [Sugar Pine Village] and the amount of CPLHA funds not to exceed [$5,000,000].

D. WHEREAS the Department may award, subject to selection criteria set forth in PLHA guidelines section 403, funding allocations for applicants recommended for funding, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement and other contracts between the Department and PLHA competitive grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

1. If Applicant is awarded a grant of PLHA funds from the Department pursuant to the above referenced PLHA Competitive Component NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.

2. Applicant hereby agrees to use the PLHA funds for the eligible activity for which the Applicant has submitted an application, as set forth in Section 401 of the Guidelines, and as awarded and approved by the Department in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

3. Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for the eligible Activity for which the Applicant has submitted an application, and consistent with all program requirements.

4. Applicant certifies that, if funds are awarded for the development of new multifamily housing at or below 60 AMI or substantial rehabilitation of multifamily rental housing at or below 60 percent of AMI, Applicant shall comply with Uniform Multifamily Regulations Subchapter 19, Title 25, Division 1, Chapter 7, commencing with Section 8300 and the Multifamily Housing Program Guidelines commencing with Section 7300,;

5. Applicant certifies that, if funds are awarded for the development of an Affordable Rental Housing Development, the Local Government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with the Department-approved underwriting of the Project for a term of at least 55 years.

6. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.

7. ***If applicable,*** Applicant proposes allocation of funds for the awarded activity to (Related Companies of California, LLC). Applicant certifies that the selection process that resulted in the allocation to (Related Companies of California, LLC) complied with all conflict of interest laws and prohibitions and was accessible to the public throughout the selection process and by request via the Public Records Act.

8. **[**City Manager**]** is/are authorized to execute the PLHA

   Competitive Component Program Application, the PLHA Competitive Component Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA Competitive Component grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED at a regular meeting of the ***[_____]*** this

_____ day of _____, _____ by the following vote:

AYES:_____ABSTENTIONS: _____NOES: _____ABSENT: _____

APPROVE: _____

Signature of Approving Officer

[_____]

INSTRUCTION: The attesting officer cannot be the person identified in the resolution as the authorized signor

CERTIFICATE AND SIGNATURE OF THE ATTESTING OFFICER

The undersigned, Officer of [ ] does hereby attest and certify that the [_____] Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the [_____] which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

ATTEST:_____
Signature of Attesting Officer
[_____]

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: January 10, 2023
Agenda Item #: 5

Agenda Item: Excess Sites Local Government Matching Grants (LGMG) Program Application for up to $5,000,000 for the Sugar Pine Village Affordable Housing Project

Executive Summary: The Excess Sites Local Government Matching Grants Program (LGMG) 2022 - Round 2 will provide grant based funding to the Sugar Pine Village affordable housing project to match certain local government funding for predevelopment and development of affordable housing on excess state lands.

Requested Action / Suggested Motions: 1) Pass a Resolution authorizing staff to submit a joint application with Related Companies of California LLC under the LGMG Program for an amount not to exceed $5,000,000; and, 2) Pass a Resolution authorizing a demonstration of Enforceable Funding Commitments for local government contribution sources.
Responsible Staff Member: Jessica Wackenhut Lomeli, Associate Housing Planner

Responsible Staff Member: Jessica Wackenhut Lomeli, Associate Housing Planner

Reviewed and Approved By:
Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance
Heather Stroud, City Attorney

Attachments:

01-Staff Report - Sugar Pine Village Grant.docx
02-Resolution-Related Companies Sugar Pine Joint Application
03-Resolution - California Housing and Community Development - Sugar Pine

City of South Lake Tahoe
Report to **City Council**

Meeting Date: January 10, 2023

Title: Excess Sites Local Government Matching Grants (LGMG) Program Application for the Sugar Pine Village affordable housing project

Location: 1888 Lake Tahoe Boulevard and 1029 Tata Lane

Responsible Staff Member: Jessica Wackenhut Lomeli, Associate Housing Planner
530-542-6158

Background: The Sugar Pine Village project is a proposed 248-unit affordable housing project, with onsite community service facilities on 11.6 acres of land owned by the State of California. This project is a result of the Governor's Executive Order N-06-19, which directed the California Department of General Services (DGS) to identify excess state properties as potential affordable housing development sites. In July 2020, the State announced they had selected Related Companies of California LLC (Related) in partnership with the St. Joseph Community Land Trust to construct and manage the Sugar Pine Village project.

Since June 2020, the City of South Lake Tahoe has been an active partner in the development of the project. As a first step of financial commitment, the City Council at its November 17th, 2020 meeting authorized a $566,629 loan for predevelopment costs (Resolution 2020-109) and a $1,250,000 loan to purchase banked land coverage at the airport (Resolution 2020-110). The loans were funded by Program Income from repayments of loans from the Redevelopment Agency (RDA) Low- and Moderate-Income Housing Fund and the City's undesignated reserve fund, respectively. At its October 19, 2021 meeting the City Council also approved a $627,626 loan of HOME Program Income. This brings the City's total commitment toward the project to $2,444,255.

In addition to direct City commitments, the City has partnered with Related to secure $17,359,470 in Affordable Housing and Sustainable Communities (AHSC) grant funds, including $10,551,967 for the construction of the units and $6,807,503 for city improvements. The City and Related were awarded $5,000,000 in Permanent Local Housing Allocation (PLHA) grant funding. Additionally, Related has also secured $20,000,000 in Multifamily Housing Program (MHP) funding and $3,195,900 in Infill Infrastructure Grant (IIG) funding so far in the financing phase of the project.

To date, approximately $40,000,000 in tax credits and grant applications have been applied for and secured using the City's initial approximate $1.8 million commitment as a local match.

Related is phasing the financing and construction of the project into four phases. Phase 1A includes 68 residential units. Site preparation and modular construction at Factory OS for Phase 1A began in fall 2022. Phase 1B includes 60 units, Phase 2A 60 units and Phase 2B 60 units. Phase 2A is anticipated to be the next phase with full funding and ready for construction. The overall project also includes a community/property management building and a daycare/social services building.

The table below summarizes the financing strategy for the remaining three phases and shows how the City contributions pair with other funding sources.

Source	Phase 1A	Phase 1B	Phase 2A	Phase 2B
City RDA Loan	566,629	-	-	
City Coverage Loan	254,487		995,513	
HOME PI Loan		625,000		
City Sources	821,116	625,000	995,513	-
Federal Tax Credit Equity	19,766,293	23,997,600	17,502,953	23,997,600
State Tax Credit Equity	5,722,864	2,395,276	6,801,591	2,399,760
Perm Loan	2,768,500	2,045,000	2,392,000	1,959,000
State MHP	12,127,500	7,448,016	-	11,236,042
State AHSC	-	-	10,551,967	
State IIG	3,195,900	2,998,500	2,965,000	2,998,000
State PLHA	4,750,000	-	4,750,000	
State HOME	-	5,162,446	-	5,910,614
State LGMG	5,638,066	5,000,000	4,304,935	5,000,000
Deferred Developer Fee	500,000		500,000	
Leveraged Sources	54,469,122	49,046,838	49,768,446	53,501,016
Total Sources	55,290,238	49,671,838	50,763,959	53,501,016

Committed	Applied For	Identified

Related submitted two LGMG grant applications in Round 1 for Phase 1A and 2A in May 2022 to address increased project costs. Related was the applicant for Phase 1A and the City was a co-applicant for the Phase 2A application. Sugar Pine Village was awarded $5,638,066 in LGMG funding for Phase 1A and $4,304,935 for Phase 2A.

Issue and Discussion: In November 15, 2022, the State of California Housing and Community Development Department (HCD) released a Notice of Funding Availability (NOFA) for the Excess Sites Local Government Matching Grants Program (LGMG) 2022 - Round 2. The LGMG program's primary objectives are to accelerate affordable housing production on state excess sites. Up to $13 million is available in Round 2 for Predevelopment and Development Costs to selected excess sites projects that receive a financial contribution from a local government. The program requires a resolution from the City that approves the budget, including all funding sources, and demonstrating

local government contribution. Related and the City would be co-applicants for the Phase 1B LGMG grant application. The financial contribution from the City includes a loan of $625,000 in HOME Program Income approved by the City Council on October 19, 2021 (Resolution 2021-081).

In order to meet the deadline associated with the approximate 4-week application period (November 15 - December 15), draft applications were submitted subject to future City Council authorization. It is recommended that the City Council adopt two resolutions to authorize staff to submit a joint application for Sugar Pine Village Phase 1B with Related to the LGMG Program for an amount not to exceed $5,000,000 (Attachment 2) and approving the project budget and committed project sources for Sugar Pine Village Phase 1B (Attachment 3).

Financial Implications: The attached resolution documents local funding commitments to Sugar Pine Village. LGMG grant funds are awarded on a competitive basis for affordable housing development on Excess State Land Sites up to $10,000,000 per developer. If awarded, the allocation of funds to Phase 1B would be contingent upon the City entering into a Standard Agreement with HCD. The resolution authorizing the joint application would also authorize the City Manager to enter into the Standard Agreement if the grant is awarded. Any future loan agreement associated with the LGMG Program funding award will require City Council approval.

It is anticipated that the City will carry primary responsibility for grant administration and monitoring related to the Phase 1B application.

Environmental Considerations: For projects that satisfy criteria specified by SB 35, the guidelines issued by HCD specify that the California Environmental Quality Act (CEQA) does not apply to actions taken by a local government to provide financial assistance to a development that receives streamlined approval and that is to be used for housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code.

Policy Implications: The recommended action is consistent with the City Strategic Plan which identifies supporting the Sugar Pine Village Project as Action Item 1.3.2.

The recommended action is also consistent with the following adopted policies and programs:

<u>City General Plan Housing Element</u>

Policy 1-1 The City shall adopt programs, ordinances, incentives, land use plans and other regulatory mechanisms that provide opportunities for the private sector to address the housing needs of citizens of all economic levels.

Policy 2-2 The City shall enable opportunities for deed-restricted affordable ownership housing to ensure long-term affordability.

Policy 2-5 The City shall recognize that it will become difficult to attract employees if they cannot afford to purchase or rent housing in South Lake Tahoe. The City shall encourage and support programs and activities that create a robust local economy that provides residents with good paying employment and the means to purchase and/or rent housing in the city.

Program 2-1 PURSUE STATE AND FEDERAL FUNDS
To support the creation of quality, affordable housing options for extremely low-, very low-, and low-income households, the City shall seek and when appropriate and feasible pursue grant opportunities for state and federal funds.

Program 2-6 ANALYSIS OF FEDERAL AND STATE LANDS
The City shall continue discussing the potential for developing quality workforce and affordable housing on non-environmentally sensitive lands owned by the California Tahoe Conservancy (Conservancy) and the United States Forest Service (USFS). The City shall ensure that important natural resources are protected and only pursue surplus lands that these agencies have determined do not have a clear and compatible conservation or recreation purpose consistent with agency goals.

Tahoe Valley Area Plan

Policy H-1.1 – Housing Options
Provide for a range of housing options that include affordable, moderate-income, and workforce housing so that people can live and work in the City.

Policy H-1.5 – Redirection of Development
Direct high density residential development to areas of Tahoe Valley that are within walking distance of public transit and services.

Policy H-1.7 – Tahoe Livable Communities Program
Collaborate and support efforts of the California Tahoe Conservancy to remove blighted properties and repurpose associated development commodities. Encourage the use of residential commodities for affordable housing in Tahoe Valley area.

Policy H-2.1 – General
Encourage the creation of residential uses to support and add vitality to commercial and public service projects in the Tahoe Valley area.

Resolution 2023-XXX

Adopted by the City of South Lake Tahoe
City Council

January 10, 2023

Authorizing the joint application for the Local Government Matching Grants (LGMG) program for Sugar Pine Village Phase 1B

BACKGROUND

A. On January 15, 2019, Governor Gavin Newsom signed Executive Order No. N-16-19, which allows the production of affordable housing on state-owned Excess Sites. The Executive Order authorizes the Department of General Services (DGS) and the Department of Housing and Community Development (HCD) to Identify and prioritize Excess Sites for sustainable, cost-effective, and innovative multi-family affordable housing projects.
B. On June 30, 2020, DGS and HCD selected the Related Companies of California, LLC to develop affordable housing at 1888 Lake Tahoe Blvd. and 1029 Tata Lane pursuant to Executive Order N-06-19.
C. Chapter 111, Statutes of 2021 (Assembly Bill (AB) 140) makes several statutory changes for the purpose of implementing the housing and homelessness provisions of the Budget Act of 2021, which established the Excess Sites Local Government Matching Grants (LGMG) Program to be administered by HCD.
D. LGMG was allocated up to $30 million to provide funds for Predevelopment and Development Costs to selected projects that receive a financial contribution from a Local Government, as defined pursuant to Health and Safety Code section 50704.80(b). Funding for LGMG is made available pursuant to Health and Safety Code section 50704.81(a)(2).
E. HCD has issued a Notice of Funding Availability (NOFA), dated November 15, 2022, for LGMG pursuant to Health and Safety Code section 50704.83(f).

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Authorizes City staff to submit a Joint Application for the LGMG Program with Related Companies of California, LLC for Sugar Pine Village Phase 1B for up to $5,000,000.

2. If an application is approved, authorizes the City Manager to enter into, execute and deliver the grant agreement (*i.e., Standard Agreement*) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

3. If Applicant is awarded LGMG grant funds from HCD pursuant to the above referenced LGMG Program NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the LGMG Program, as well as any and all contracts Applicant may have with HCD.

Adopted by the City of South Lake Tahoe City Council on January 10, 2023 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Cristi Creegan, Mayor

Attest:

_____
Susan Blankenship, City Clerk

Resolution of the Governing Body

Applicants are encouraged to use this Resolution in content and form.

RESOLUTION NO._____

A RESOLUTION OF THE GOVERNING BODY OF City of South Lake Tahoe SUPPORTING THE APPLICATION OF The Related Companies of California FOR THE LOCAL GOVERNMENT MATCHING GRANTS PROGRAM; APPROVING Sugar Pine Phase 1B Housing Partners, L.P BUDGET FOR THE LOCAL GOVERNMENT MATCHING GRANTS PROGRAM

WHEREAS:

A. On January 15, 2019, Governor Gavin Newsom signed Executive Order No. N-06-19, which allows the production of Affordable housing on state-owned Excess Sites ("**Excess Sites**")**.** The Executive Order authorizes the Department of General Services ("**DGS"**) and the Department of Housing and Community Development ("**Department**") to identify and prioritize Excess Sites for sustainable, cost-effective, and innovative multi-family Affordable housing projects.

B. On June 30, 2020 **DGS and the Department selected** The Related Companies of California to develop Affordable housing at 1860 Lake Tahoe Blvd and 1029 Tata Lane **("selected project")** pursuant to Executive Order No. N-06-19.

C. Chapter 111, Statutes of 2021 (Assembly Bill (AB) 140) makes several statutory changes for the purpose of implementing the housing and homelessness provisions of the Budget Act of 2021, which establishes the Excess Sites Local Government Matching Grants ("**LGMG**") Program (hereafter, "**Program**") to be administered by the Department.

D. The Program was allocated up to $30 million to provide funds for Predevelopment and Development Costs to selected projects that receive a financial contribution from a Local Government, as defined pursuant to Health and Safety Code section 50704.80(b). Funding for the Program is made available pursuant to Health and Safety Code section 50704.81(a)(2).

E. The Department has issued a Notice of Funding Availability ("**NOFA**"), dated May 5, 2022, for the Program pursuant to Health and Safety Code section 50704.83(f).

F. The Program requires contribution from City of South Lake Tahoe to Sugar Pine Phase 1B Housing Partners, L.P for The Related Companies of California ("**Applicant**") to apply for Program funds pursuant to Health and Safety Code section 50704.82. Towards that end, Applicant is submitting an Application for Program funds ("**Application**") to the Department for review and consideration.

G. The Program requires a resolution from City of South Lake Tahoe pursuant to Health and Safety Code section 50704.82(b(1)(A) approving the Sugar Pine Phase 1B Housing Partners, L.P budget, including all sources, and demonstrating the amount of Local Government Contribution to the Applicant for Predevelopment and Development Costs for Sugar Pine Phase 1B Housing Partners, L.P, and the requested amount from the Program.

THEREFORE, IT IS RESOLVED THAT:

1. The City of South Lake Tahoe supports The Related Companies of California submitting an Application to the Department to receive Program funds for Sugar Pine Phase 1B Housing Partners, L.P to develop Affordable housing on the state-owned Excess Site.
2. The City of South Lake Tahoe is authorized to submit the approved Sugar Pine Phase 1B Housing Partners, L.P Project Budget (**"Attachment 1"**) and Anticipated and Committed Project Sources (**"Attachment 2"**) to the Applicant to include in their Application. Attachment 1 and Attachment 2 demonstrate the requested amount from the Program, 5,000,000 that will be allocated to the Applicant, and all other sources for Predevelopment and Development Costs associated with the development of Affordable housing on the state-owned Excess Site.

Attachment 1: Sugar Pine Phase 1B Housing Partners, L.P Budget

Attachment 2: Anticipated and Committed Project Sources

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

Instruction: Fill in all four vote-count fields below. If none, indicate "0" for that field.

AYES: _____ NOES: _____
ABSENT: _____ ABSTAIN: _____

_____

Council

STATE OF CALIFORNIA
Council of South Lake Tahoe

I, _____, Council Clerk of the City of South Lake Tahoe, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said Council on this ___ day of _____, 20____.

_____
_ , Council Clerk of the City of
South Lake Tahoe, State of California

By: _____

***Note*: The attesting officer cannot be the person identified in the Resolution as the authorized signer.**

ATTACHMENTS

Attachment 1: Project Budget

Attachment 2: Anticipated and Committed Project Sources

Attachments

Attachment 1: Project Budget (from Program Application)

Land Cost/Acquisition	$	-
New Construction	$	35,574,670
Architectural Fees	$	1,507,350
Survey & Engineering	$	136,350
Construction Interest & Fees	$	4,561,622
Permanent Financing	$	27,500
Legal Fees	$	393,000
Reserves	$	158,553
Contingency Costs	$	2,839,707
Other Project Costs (including $2,072,103 in Local Fee Waivers)	$	4,345,188
Developer Costs	$	2,200,000
Total Project Costs	**$**	**51,743,941**

Attachment 2: Anticipated and Committed Project Sources

Permanent Bank Loan (Committed)	$	2,045,000
MHP Loan (Committed)	$	7,448,016
IIG (Anticipated)	$	2,998,500
HOME (Anticipated)	$	5,162,446
City of South Lake Tahoe HOME PI Loan (Committed Local Government Contribution from an HCD-originated Funding Source)	$	625,000
STPUD Fee Reduction (Committed Local Government Contribution from a Local Funding Source)	$	1,143,660
TRPA Fee Waiver (Committed Local Government Contribution from a Local Funding Source)	$	928,443
LGMG (Anticipated)	$	5,000,000
Tax Credit Equity	$	26,392,876
Total Sources	**$**	**51,743,941**

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: January 10, 2023
Agenda Item #: 6

Agenda Item: Annual Accountability Report for Fiscal Year 2021-2022 for the Bijou Area Erosion Control Project, Community Facilities District (CFD2014-1)

Executive Summary: The Bijou Area Erosion Control Project is a major water quality treatment and erosion control project completed in 2014. Project improvements include an area-wide stormwater collection, conveyance, and treatment system. On July 15, 2014, the City Council adopted Resolution No 2014-42, forming the Community Facilities (CFD) District No. 2014-1 for the Bijou Area Erosion Control Project (ECP) and authorized the levy of a special tax within the CFD for the maintenance of the Bijou Area ECP. California Government Code Section 53411 (Senate Bill 165) requires local agencies levying a special tax to provide an annual status report to the governing body (City Council). This report provides the required information.

Requested Action / Suggested Motions: Receive and file report.
Responsible Staff Members: Anush Nejad, Director of Public Works and Stan Hill, Engineering Manager

Responsible Staff Member: Anush Nejad, Director of Public Works (530) 542-6013
Stan Hill, Engineering Manager (530) 542-6039

Reviewed and Approved By:
Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance
Heather Stroud, City Attorney

Attachments:

01-Staff Report - Bijou CFD FY 21-22.docx
02-CFD 2014-1 (Bijou) SB 165 Report - 2021-22.pdf
03-Bijou Area Vicinity Map and CFD Location Maps.pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: January 10, 2023

Title: Annual Accountability Report for Bijou Area Erosion Control Project Community Facilities District (CFD2014-1) for Fiscal Year 2021/22

Location: Bijou Commercial Core Area near Fairway Ave and Lake Tahoe Blvd.

Responsible Staff Member: Anush Nejad, Director of Public Works (530) 542-6031; Stan Hill, Engineering Manager (530) 542-6039

Background: The Bijou Area Erosion Control Project is a major water quality treatment and erosion control project completed in 2014 (see Project Location Map). Project improvements include an area-wide stormwater collection, conveyance, and treatment system. Because the Bijou Area Project is in close proximity to Lake Tahoe and located within an intensely developed commercial area of the City, providing needed stormwater treatment before discharge into Lake Tahoe was problematic.

Stormwater treatment in the Project area requires a much more proactive method than is normally required with most stormwater and erosion control projects. The stormwater treatment facilities provided with the Project include an extensive series of subsurface settlement chambers to allow sediment to drop out of the stormwater on its journey to a stormwater lift station. After entering the lift station, the stormwater is pumped upstream to stormwater basins located on property owned by the U.S. Forest Service. The basins provide detention time to allow fine sediment to drop out. Stormwater infiltrates into the ground within the interconnected multi-basin facility.

The pro-active stormwater treatment system eliminates a historic direct discharge of urban stormwater into Lake Tahoe. The Bijou area-wide treatment system provides the means for commercial properties to receive TRPA BMP certification. As a part of the Bijou Area Erosion Control Project, the Community Facilities District was developed to provide a source of operations and maintenance funding to cover annual costs, replacement costs of the lift station pump, and related infrastructure replacement costs.

On July 15, 2014, the City Council adopted Resolution No 2014-42, forming the Community Facilities (CFD) District No. 2014-1 for the Bijou Area Erosion Control Project (ECP) and authorized the levy of a special tax within the CFD for the maintenance of the Bijou Area ECP. The ongoing and long-term costs to operate and maintain the Bijou storm water pump-and-treat system are partially offset by fees collected from the Bijou Area CFD. California Government Code Section 53411 (Senate Bill 165) requires local agencies levying a special tax to provide an annual status report to the governing body (City Council). This report provides the required information.

Issue and Discussion: The attached annual report delivered by the CFD administrator NBS revenue, expenses and CFD funding balance for the Fiscal Year 2020/21 was the following:

- CFD tax & interest revenue: $14,635.41
- Expenses: $10,785.15
- CFD FY 2020/21 Balance: $159,937.57
- CDF FY 2020/21 Fund Balance: $163,787.83

Special taxes are levied at a rate per impervious square foot of each participating parcel. The initial rate under the agreement was established at $0.10 per square foot and is subject to an increase annually based on the lesser of 3% or the April Consumer Price Index (CPI) change. Previously approved annual rate increases and the proposed rate increase to the CFD levy are summarized as follows:

Table 1 – Annual Change in Tax Rate

Fiscal Year	CPI	Percent Increase	Special Tax Rate ($/square foot)
2014-15 (CFD Formed)		NA	0.10
2015-16	+ 2.44	2.44	0.10244
2016-17	+2.70	2.70	0.10521
2017-18	+3.79	3.0	0.10835
2018-19	+3.22	3.0	0.11160
2019-20	+4.01	3.0	0.11495
2020-21	+1.11	1.11	0.11623
2021-22	+3.81	3.0	0.11971
2022-23	+8.3	3.0	0.12331

Because public roads contribute half of the runoff and pollutant loading to the Bijou ECP, which is considered a public benefit, the City of South Lake Tahoe is responsible for up to half of the annualized funding for ongoing operations and maintenance (estimated at $112,403 per year over the next 20 years). Anticipated costs to overhaul and eventually replace major electrical and mechanical components of the pump system were factored into the average annual cost. Through the lifecycle of the project, annual costs are expected to be lower than the budgeted annualized maintenance cost because major replacement costs will be realized as the system ages.

Currently, only 12 out of 43 property owners eligible to participate in the CFD are participating in TRPA defined, “Area Wide BMPs.” Staff is working with TRPA to attract the maximum number of participants within the CFD to choose the levied assessment in lieu of constructing on-site BMPs. The assessment fees are calculated based on the impervious square footage for each property. Up to five times the current revenue could be collected annually if all 43 eligible properties located within the CFD participated.

Financial Implications: The recent annual 3% increase in special tax levy rates for the CFD participants was implemented to keep pace with average inflation while maintaining a set cap on the tax increase. During this reporting period, the CPI was over the 3% cap. Therefore, the maximum 3% increase will be applied to the CFD tax rate as documented in Table 1.

Environmental Considerations: CEQA does not apply. Approval of staff's recommendation is not a "project" subject to CEQA because it (a) has no potential to cause a significant effect on the environment and (b) concerns government fiscal activities that do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment. (Cal. Code Regs., tit. 14, §§ 15061(b)(3) and 15378(b)(4).)

Policy Implications: The special tax revenue is reserved for the operation and maintenance of the Bijou Area storm water pump and treat system. All expenses are consistent with policies and procedures regulating the Bijou Area CFD as approved and adopted by City Council in 2014.

Local Agency Special Tax and Bond Accountability Act

Senate Bill 165, filed with the Secretary of State on September 19, 2000, enacted the Local Agency Special Tax and Bond Accountability Act. This Act requires that any local special tax or local bond measure subject to voter approval contain a statement indicating the specific purposes of the special tax, require that the proceeds of the special tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited, and require an annual report containing specified information concerning the use of the proceeds. The Act only applies to any local special tax measure or local bond measure adopted on or after January 1, 2001 in accordance with Section 50075.1 or Section 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation of the Special Tax District and others are handled through annual reports. This Section of this report intends to comply with Section 50075.3 of the California Government Code that states:

"The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The annual report shall contain all of the following:

(a) The amount of funds collected and expended.
(b) The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1."

The requirements of the Act apply to the Operating Fund for the following District:

City of South Lake Tahoe
Community Facilities District No. 2014-1 Bijou Area ECP
Formed July 15, 2014

Purpose of Special Tax

Community Facilities District No. 2014-1 (Bijou Area ECP) (the "District") was created to finance the costs of the construction and maintenance of the Bijou Area Erosion Control Project (the "Bijou Area ECP") water quality treatment system.

The Tahoe Regional Planning Agency (the "TRPA") issues a Best Management Practices (the "BMP") Certificate of Completion (the "Certificate") to parcels that install and maintain a system to recover, trap, treat and filter stormwater runoff. The Certificate remains active as long as the BMP is maintained and functioning properly. The TRPA also issues BMP Certificates to any parcel participating in the District that is current in payment of their special taxes.

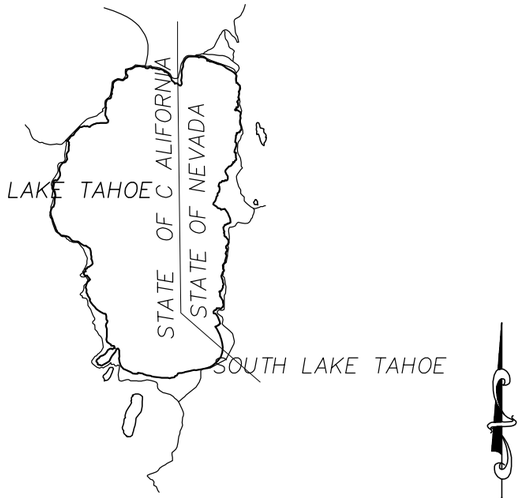
Fiscal Year 2021/22 Collections & Expenditures

09/30/2021 Balance	Amount Collected (1)	Expended Amount	09/30/2022 Balance	Service Status
$159,937.57	$14,635.41	$10,785.15	$163,787.83	On-going

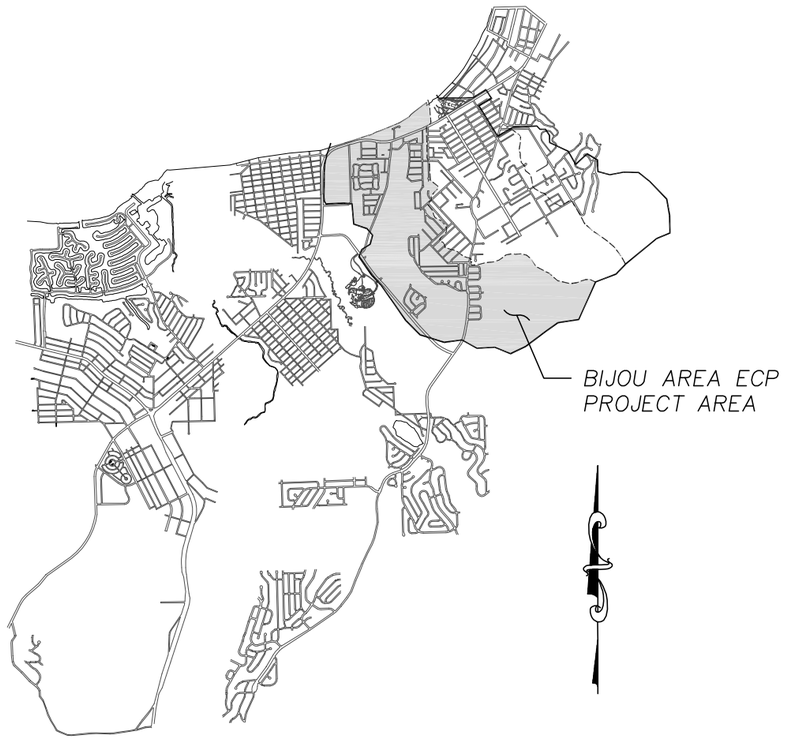
(1) Represents special tax collections through September 30, 2022, plus additional revenue sources, such as interest received.

EXHIBIT A

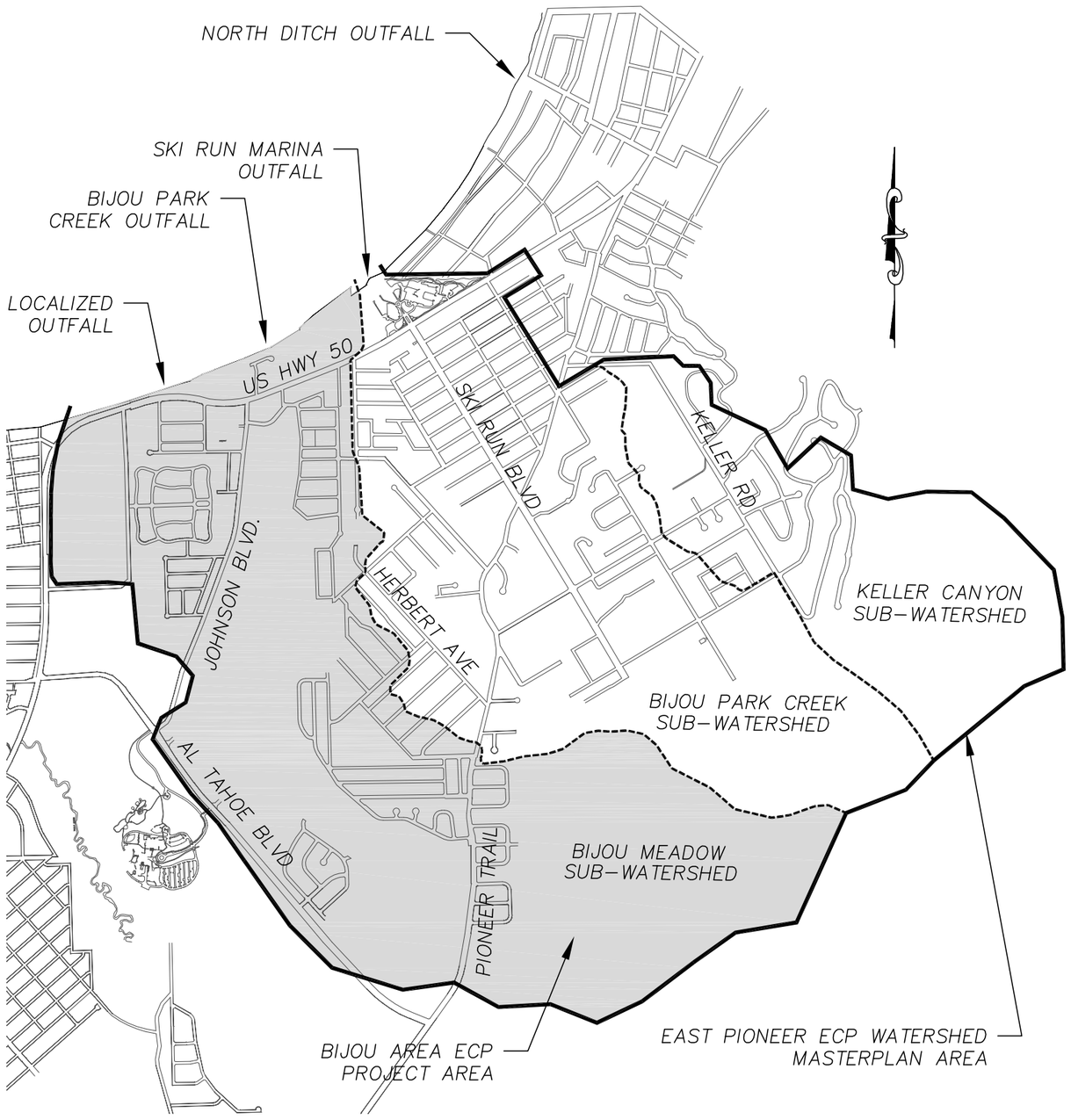
BIJOU AREA EROSION CONTROL PROJECT



VICINITY MAP
N.T.S



SITE VICINITY MAP
N.T.S



SITE LOCATION MAP
N.T.S

MAP OF PROPOSED BOUNDARIES OF CITY OF SOUTH LAKE TAHOE COMMUNITY FACILITIES DISTRICT NO. 2014-1 (BIJOU AREA ECP)

CITY OF SOUTH LAKE TAHOE
COUNTY OF EL DORADO
STATE OF CALIFORNIA



MAP ID	APN	MAP ID	APN	MAP ID	APN	MAP ID	APN	MAP ID	APN
1	027-020-09-100	3	027-090-11-100	5	027-090-22-100	7	027-101-04-100	9	027-370-04-100
2	027-020-10-100	4	027-090-20-100	6	027-101-02-100	8	027-101-17-100	10	027-371-09-100

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SOUTH LAKE TAHOE THIS _____ DAY OF _____, 2014.

_____
CITY CLERK
CITY OF SOUTH LAKE TAHOE
EL DORADO COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF THE CITY OF SOUTH LAKE TAHOE COMMUNITY FACILITIES DISTRICT NO. 2014-1 (BIJOU AREA ECP), CITY OF SOUTH LAKE TAHOE, COUNTY OF EL DORADO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH LAKE TAHOE, AT A MEETING THEREOF, HELD ON THE ____ DAY OF _____, 2014, BY ITS RESOLUTION NO. _____.

_____
CITY CLERK
CITY OF SOUTH LAKE TAHOE
EL DORADO COUNTY, CALIFORNIA

FILED THIS _____ DAY OF _____, 2014, AT THE HOUR OF _____ O'CLOCK __M, IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF EL DORADO, STATE OF CALIFORNIA.

_____
COUNTY RECORDER
COUNTY OF EL DORADO, CALIFORNIA

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF EL DORADO, STATE OF CALIFORNIA.

0 0.01 0.02 0.04 0.06 Miles

Legend

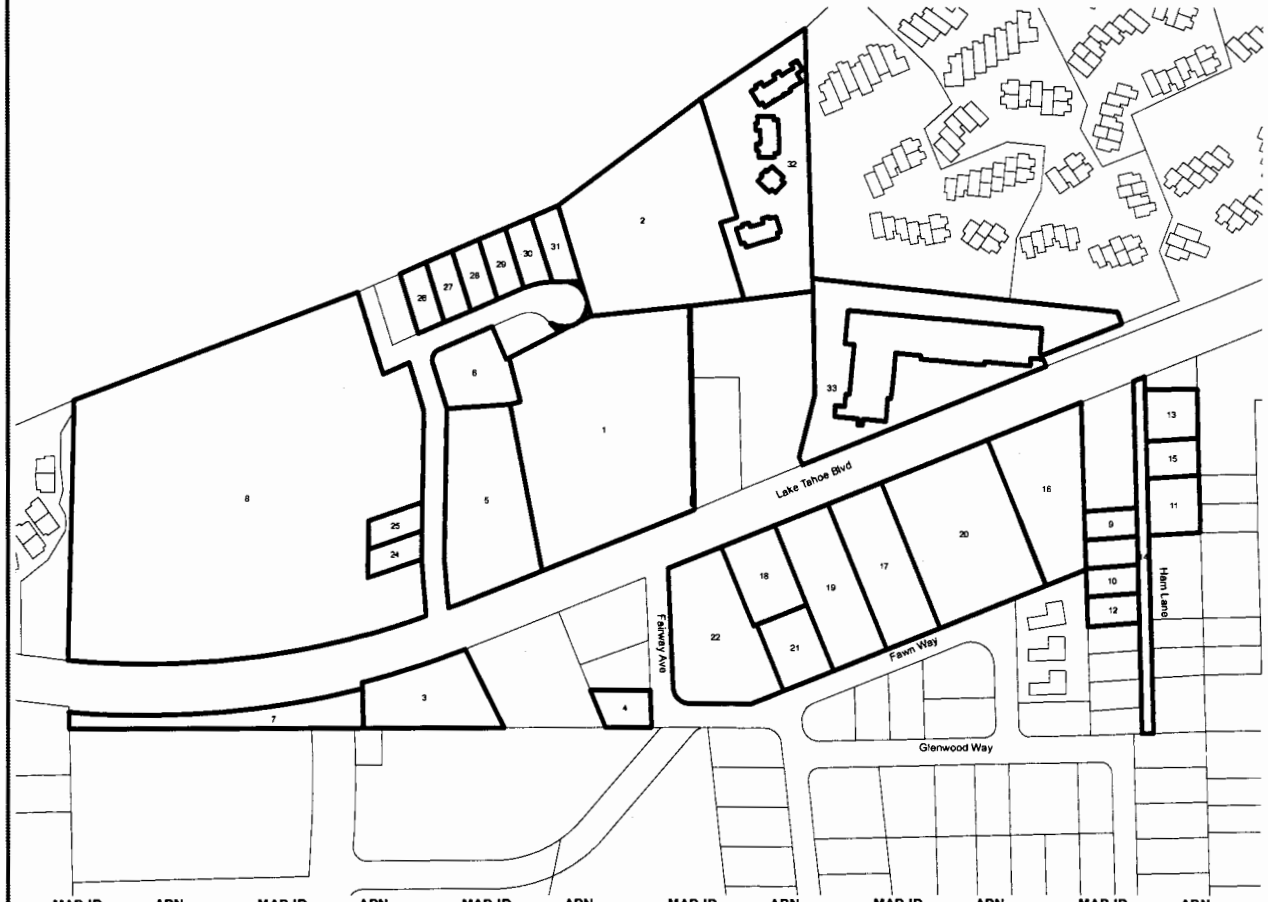
N W E S

Legend
CFD Parcels
Surrounding Parcels

Prepared by
NBS

MAP OF FUTURE ANNEXATION AREA OF CITY OF SOUTH LAKE TAHOE COMMUNITY FACILITIES DISTRICT NO. 2014-1 (BIJOU AREA ECP)

CITY OF SOUTH LAKE TAHOE
COUNTY OF EL DORADO
STATE OF CALIFORNIA



MAP ID	APN	MAP ID	APN	MAP ID	APN	MAP ID	APN	MAP ID	APN	MAP ID	APN
1	027-020-15-100	7	027-090-23-100	13	027-101-24-100	19	027-350-16-100	25	027-371-03-100	31	027-371-15-100
2	027-020-17-100	8	027-090-25-100	14	027-101-27-100	20	027-350-20-100	26	027-371-10-100	32	027-431-31-100
3	027-090-06-100	9	027-101-03-100	15	027-101-28-100	21	027-350-23-100	27	027-371-11-100	33	027-621-02-100
4	027-090-09-100	10	027-101-05-100	16	027-350-01-100	22	027-350-24-100	28	027-371-12-100		
5	027-090-16-100	11	027-101-14-100	17	027-350-06-100	23	027-370-02-100	29	027-371-13-100		
6	027-090-17-100	12	027-101-22-100	18	027-350-15-100	24	027-371-02-100	30	027-371-14-100		

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SOUTH LAKE TAHOE THIS _____ DAY OF _____, 2014.

_____
CITY CLERK
CITY OF SOUTH LAKE TAHOE
EL DORADO COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF THE FUTURE ANNEXATION AREA OF THE CITY OF SOUTH LAKE TAHOE COMMUNITY FACILITIES DISTRICT NO. 2014-1 (BIJOU AREA ECP), CITY OF SOUTH LAKE TAHOE, COUNTY OF EL DORADO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH LAKE TAHOE, AT A MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2014, BY ITS RESOLUTION NO. _____.

_____
CITY CLERK
CITY OF SOUTH LAKE TAHOE
EL DORADO COUNTY, CALIFORNIA

FILED THIS _____ DAY OF _____, 2014, AT THE HOUR OF _____ O'CLOCK __M, IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF EL DORADO, STATE OF CALIFORNIA.

_____
COUNTY RECORDER
COUNTY OF EL DORADO, CALIFORNIA

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF EL DORADO, STATE OF CALIFORNIA.

0 0.015 0.03 0.06 0.09 Miles

Legend

N W E S

Legend

Annexation Parcels

Surrounding Parcels

Prepared by NBS

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: January 10, 2023
Agenda Item #: 7

Agenda Item: Amended 2023 City Council Meeting Schedule

Executive Summary: The location of the January 31, 2023, Strategic Planning Retreat has changed from City Hall, Council Chambers to The Landing, 4104 Lakeshore Boulevard, Lakeview Ballroom. During the December 13 meeting direction was given if only one meeting is held in a given month, it will begin at 5:30 p.m. The amended schedule includes the change in location of the January 31 meeting and includes the start time of meetings in months when only one meeting is held.

Requested Action / Suggested Motions: Pass a Resolution adopting the Amended 2023 City Council regular meeting schedule clarifying the 5:30 p.m. starting time for meetings in months when only one meeting is held, and changing the location of the January 31 meeting from City Hall, Council Chambers to The Landing, 4104 Lakeshore Blvd.
Responsible Staff Member: Susan Blankenship, City Clerk

Responsible Staff Member: Susan Blankenship, City Clerk (530) 318-1461

Reviewed and Approved By:
Heather Stroud, City Attorney

Attachments:

01-Staff Report - Amended 2023 City Council Meeting Schedule.docx
02-Resolution - Amended 2023 City Council Meeting Schedule.docx
03-Exhibit A -Amended 2023-Meeting Schedule.docx

City of South Lake Tahoe
Report to City Council

Meeting Date: January 10, 2023

Title: Amended 2023 City Council Regular Meeting Schedule

Location: Citywide

Responsible Staff Member: Susan Blankenship, City Clerk (530) 542-6005
Joseph Irvin, City Manager

Background: On December 13, 2022, City Council adopted the 2023 City Council regular meeting schedule.

Issue and Discussion: The location of the January 31, 2023, Strategic Planning Retreat has changed from City Hall, Council Chambers to The Landing, 4104 Lakeshore Boulevard, Lakeview Ballroom. During the December 13 meeting direction was given if only one meeting is held per month, it will begin at 5:30 p.m. The amended schedule includes the change in location of the January 31 meeting and includes the start time of meetings when only one meeting is held per month.

Environmental Considerations: Adopting the meeting calendar is not a project subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(5) (organizational or administrative activities that will not result in direct or indirect physical changes to the environment).

Policy Implications: Government Code section 54954(a) requires that the legislative body of a local agency provide the time and place for holding regular meetings. As such, the City Council adopts a resolution identifying the City Council meeting schedule for the following year.

If adopted, City Council Protocols will be amended.

Resolution 2023-XXX

Adopted by the City of South Lake Tahoe City Council

January 10, 2023

Amended 2023 City Council Meeting Schedule (Replaces Resolution 2022-152)

BACKGROUND

A. In accordance with Government Code Section 54954 (a), the City Council sets the regular meeting schedule on the second and fourth Tuesday in January, February, March, August, and September; the first and third Tuesday in May, June, and November; the first Tuesday in April, the third Tuesday in October; the second Tuesday in December; includes an additional City Council Retreat the fifth Tuesday in January; and includes a Joint City Council and Planning Commission Ethics Training the first Tuesday in March.

B. City Council meetings are held at City Hall, City Council Chambers, 1901 Lisa Maloff Way, South Lake Tahoe. The January 31, 2023, Strategic Planning Retreat will be held at The Landing, 4104 Lakeshore Boulevard, Lakeview Ballroom.

C. The first meeting of every month will begin at 9 a.m. If there are two meetings in a month, the second meeting will begin at 5:30 p.m. If there is only one meeting in a month, it will begin at 5:30 p.m.

The City Council Retreat, Joint City Council and Planning Commission meeting, and Budget Workshop will begin at 9 a.m.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Does hereby adopt the Amended 2023 Regular Meeting Schedule (Exhibit A).

Adopted by the City of South Lake Tahoe City Council on January 10, 2023 by the following vote:
Yes:
Absent:

_____ Date:_____
Cristi Creegan, Mayor

Attest:

_____
Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

Exhibit A

City Council 2023 Regular Meeting Schedule
City Hall – City Council Chamber
1901 Lisa Maloff Way, South Lake Tahoe

The first meeting of every month begins at 9 a.m., the second meeting begins at 5:30 p.m., except as *noted below. If there is only one meeting in a month, it will begin at 5:30 p.m.

January 2023

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	*31				

*Strategic Planning Retreat 9 a.m.
The Landing, 4104 Lakeshore Blvd

February 2023

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March 2023

S	M	T	W	T	F	S
			1	2	3	4
5	6	*7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

*Joint Council/Planning Commission
Ethics Training 9 a.m.

April 2023

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2023

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 2023

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July 2023

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2023

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	*22	23	24	25	26
27	28	29	30	31		

*Budget Workshop 9 a.m.

September 2023

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2023

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2023

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2023

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: January 10, 2023
Agenda Item #: 8

Agenda Item: Recognized Obligation Payment Schedule (ROPS) FY 2023-2024

Executive Summary: In an effort to balance its budget, the State of California adopted Assembly Bill (AB)x1 26 on June 28, 2011, amended by AB 1484 on June 27, 2012, which suspended all new redevelopment activities except for limited specified activities as of that date and dissolved redevelopment agencies on February 1, 2012. The Successor Agency Board is required by state law to annually pass a resolution approving the ROPS.

Requested Action / Suggested Motions: Acting as the South Tahoe Redevelopment Successor Agency Board, pass a Resolution approving the Recognized Obligation Payment Schedule (ROPS) pursuant to Health and Safety Code section 34177 for the fiscal period commencing July 1, 2023, and ending June 30, 2024.
Responsible Staff Member: Olga Tikhomirova, Finance Director

Responsible Staff Member: Olga Tikhomirova, Finance Director (530) 542-7431

Reviewed and Approved By:
Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance
Heather Stroud, City Attorney

Attachments:

01-Staff Report-ROPS 2023-2024.docx
02-Resolution STRSA ROPS 2023-2024.docx
03-ROPS 2023-2024 (Exhibit A to Resolution).pdf

City of South Lake Tahoe
Report to South Tahoe Redevelopment Successor Agency

Meeting Date: January 10, 2023

Title: Recognized Obligation Payment Schedule (ROPS), FY 2023-2024

Location: Citywide

Responsible Staff Member: Olga Tikhomirova, Director of Finance (530) 542-7431

Background: In an effort to balance its budget, the State of California adopted Assembly Bill (AB)x1 26 on June 28, 2011, amended by AB 1484 on June 27, 2012, which suspended all new redevelopment activities except for limited specified activities as of that date and dissolved redevelopment agencies on February 1, 2012.

The suspension provisions prohibited all redevelopment agencies from a wide range of activities, including incurring new indebtedness or obligations, entering into or modifying agreements or contracts, acquiring or disposing of real property, taking actions to adopt or amend redevelopment plans and other similar actions, except actions required by law or to carry out existing enforceable obligations, as defined in ABx1 26.

Certain assets of the Redevelopment Agency were to be distributed to a Housing Successor and all remaining Redevelopment Agency assets and liabilities were to be distributed to a Successor Agency. The City elected to become the Successor Agency. The Redevelopment Agency's remaining assets were distributed to and liabilities were assumed by the Successor Agency and are recorded in the Redevelopment Obligation Retirement Private-Purpose Trust Fund (Fund 725)

Issue and Discussion: Pursuant to Health and Safety Code section 34177(m)(1), Successor Agencies are required to prepare Recognized Obligation Payment Schedules ("ROPS") prior to each twelve-month fiscal period. The ROPS is then ratified by the Oversight Board and subsequently submitted to the County Auditor and State Department of Finance. ROPS 2023-2024 is due February 1, 2023.

Financial Implications: The preparation and approval of this ROPS will allow the Successor Agency to continue to pay enforceable obligations of the former redevelopment agency and is required by the Health and Safety Code section 34177.

Environmental Considerations: The proposed action is not a "project" subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(4) (creation of government funding mechanisms or government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment).

Policy Implications: The preparation and approval of this ROPS is consistent with Health and Safety Code section 34177(m)(1).

STRSA Resolution 2023-XXX

Adopted by the City of South Lake Tahoe
South Tahoe Redevelopment Successor Agency

January 10, 2023

Approving the Recognized Obligation Payment Schedule (ROPS 2023-24) pursuant to Health and Safety Code section 34177 for the fiscal period commencing July 1, 2023 and ending June 30, 2024

BACKGROUND

A. Health and Safety Code Section 34177(m)(1) provides that before each twelve-month fiscal period, successor agencies to former redevelopment agencies must prepare a Recognized Obligation Payment Schedule ("ROPS") for the enforceable obligations of the former redevelopment agency in accordance with the requirements of Section 34177 and submit the ROPS to the Oversight Board and the County Auditor's Office for approval and subsequently submit it to the California Department of Finance for review and post on the Sponsoring or Successor Agency's website.

B. The South Tahoe Redevelopment Successor Agency completed the Recognized Obligation Payment Schedule for the following period commencing July 1, 2023 and ending June 30, 2024.

C. In accordance with Health and Safety Code section 34177, a ROPS shall not be deemed valid until the ROPS is submitted to and duly approved by the Oversight Board.

D. The Board of Directors for the South Tahoe Redevelopment Successor Agency desires to adopt this resolution approving the attached ROPS in accordance with Health and Safety Code Section 34177 to provide the County Auditor and the Department of Finance with debt payment obligations over a sufficient time period to allow appropriate agencies to understand the long term debt obligations of the Successor Agency.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the Board of Directors for the South Tahoe Redevelopment Successor Agency, hereby finds, determines, resolves and orders as follows:

1. The above recitals are true and correct and are a substantive part of this resolution.
2. The Resolution is adopted pursuant to Health and Safety Code Section 34177.
3. The Board hereby approves the ROPS substantially in the form attached as Exhibit A to this Resolution and incorporated herein by reference.
4. The officers and staff of the Successor Agency are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution, including, but not limited to, submitting the ROPS to the

Oversight Board for approval, the Controller's Office and the Department of Finance and posting on the Successor Agency's Internet Web Site.

Adopted by the Board of Directors of the South Tahoe Redevelopment Successor Agency a duly noticed meeting held on January 10, 2023 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Cristi Creegan, Agency Chair

Attest:

_____
Susan Blankenship, Agency Secretary

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council

Recognized Obligation Payment Schedule (ROPS 23-24) - Summary
Filed for the July 1, 2023 through June 30, 2024 Period

Successor Agency: South Lake Tahoe

County: El Dorado

	Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	23-24A Total (July - December)	23-24B Total (January - June)	ROPS 23-24 Total
A	**Enforceable Obligations Funded as Follows (B+C+D)**	**$ 12,500**	**$ 12,500**	**$ 25,000**
B	Bond Proceeds	-	-	-
C	Reserve Balance	-	-	-
D	Other Funds	12,500	12,500	25,000
E	**Redevelopment Property Tax Trust Fund (RPTTF) (F+G)**	**$ 4,020,453**	**$ 1,136,904**	**$ 5,157,357**
F	RPTTF	3,990,453	1,106,904	5,097,357
G	Administrative RPTTF	30,000	30,000	60,000
H	**Current Period Enforceable Obligations (A+E)**	**$ 4,032,953**	**$ 1,149,404**	**$ 5,182,357**

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/

Signature Date

South Lake Tahoe
Recognized Obligation Payment Schedule (ROPS 23-24) - ROPS Detail
July 1, 2023 through June 30, 2024

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	**ROPS 23-24 Total**	**ROPS 23-24A (Jul - Dec)**					**23-24A Total**	**ROPS 23-24B (Jan - Jun)**					**23-24B Total**
											Fund Sources						**Fund Sources**					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								$87,230,083		$5,182,357	$-	$-	$12,500	$3,990,453	$30,000	$4,032,953	$-	$-	$12,500	$1,106,904	$30,000	$1,149,404
6	Contracted Financial Services	Fees	10/01/1999	10/01/2037	Bank of New York Mellon, Willdan, Fraser & Associates	Trustee Services, arbitrage rebate calculations, continuing disclosure reports, pass through calculations	Park Avenue Area #1	10,000	N	$10,000	-	-	5,000	-	-	$5,000	-	-	5,000	-	-	$5,000
7	Contracted Legal Services	Admin Costs	10/01/2007	10/01/2037	Richards, Watson and Gershon	Redevelopment Dissolution Legal Costs	Park Avenue Area #1	15,000	N	$15,000	-	-	7,500	-	-	$7,500	-	-	7,500	-	-	$7,500
21	Administrative Costs	Admin Costs	01/01/2014	10/01/2037	City of South Lake Tahoe	Costs to Administer Successor Agency (internal debt administration, accounting financial reporting, legal and banking fees		60,000	N	$60,000	-	-	-	-	30,000	$30,000	-	-	-	-	30,000	$30,000
25	Supplemental Educational Revenue Augmentation Fund loan	SERAF/ ERAF	03/01/2011	10/01/2037	City of South Lake Tahoe Low-Moderate Income Housing Fund	Supplemental Educational Revenue Augmentation Fund Loan		426,210	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
26	City General Fund loan to the Redevelopment Agency for Completion of Park Avenue Project	City/ County Loan (Prior 06/ 28/11), Cash exchange	03/14/2004	10/01/2037	City of South Lake Tahoe General Fund	Park Avenue Project Completion costs loan	Park Avenue Area #1	5,276,219	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
27	2014 Redevelopment Project Area No. 1 Series A	Bonds Issued After 12/ 31/10	12/08/2014	10/01/2034	Bondholders paid by Trustee (Bank of	Refunding of 1999, 2003, and 2004 Refunding	Park Avenue Area #1	33,564,022	N	$1,752,219	-	-	-	1,275,859	-	$1,275,859	-	-	-	476,360	-	$476,360

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	**ROPS 23-24 Total**	**ROPS 23-24A (Jul - Dec)**					**23-24A Total**	**ROPS 23-24B (Jan - Jun)**					**23-24B Total**
											Fund Sources						**Fund Sources**					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
	Notes				New York Mellon)	Revenue Bonds to fund non-housing projects																
28	2015 Redevelopment Project Area No. 1 Series A Notes	Bonds Issued After 12/ 31/10	09/16/ 2015	10/01/2035	Bondholders paid by Trustee (Bank of New York Mellon)	Refunding of 2005 Refunding Revenue Bonds to fund non-housing projects	Park Avenue Area	24,624,847	N	$2,413,944	-	-	-	2,062,847	-	$2,062,847	-	-	-	351,097	-	$351,097
29	2017 Loan Agreements (securing Authority's 2017 Refunding Revenue Bond)	Bonds Issued After 12/ 31/10	09/01/ 2017	10/01/2037	Bondholders paid by Trustee (Bank of New York Mellon)	Refunding of 2007 RDA Notes sercuring bonds to fund non-housing projects		23,253,785	N	$931,194	-	-	-	651,747	-	$651,747	-	-	-	279,447	-	$279,447

South Lake Tahoe
Recognized Obligation Payment Schedule (ROPS 23-24) - Report of Cash Balances
July 1, 2020 through June 30, 2021
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
	ROPS 20-21 Cash Balances (07/01/20 - 06/30/21)	**Fund Sources**					**Comments**
		Bond Proceeds		**Reserve Balance**	**Other Funds**	**RPTTF**	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	**Beginning Available Cash Balance (Actual 07/01/20)** RPTTF amount should exclude "A" period distribution amount.	5,340,625					Only balances in Reserve Fund are reported here.
2	**Revenue/Income (Actual 06/30/21)** RPTTF amount should tie to the ROPS 20-21 total distribution from the County Auditor-Controller				496,038	4,627,824	Other Funds are revenues transferred in on an as-needed basis to cover the RPTTF shortfall.
3	**Expenditures for ROPS 20-21 Enforceable Obligations (Actual 06/30/21)**				496,038	4,627,824	
4	**Retention of Available Cash Balance (Actual 06/30/21)** RPTTF amount retained should only include the amounts distributed as reserve for future period(s)						
5	**ROPS 20-21 RPTTF Prior Period Adjustment** RPTTF amount should tie to the Agency's ROPS 20-21 PPA form submitted to the CAC		No entry required				
6	**Ending Actual Available Cash Balance (06/30/21) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)**	**$5,340,625**	**$-**	**$-**	**$-**	**$-**	

South Lake Tahoe
Recognized Obligation Payment Schedule (ROPS 23-24) - Notes
July 1, 2023 through June 30, 2024

Item #	Notes/Comments
6	
7	
21	
25	
26	
27	
28	
29	

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: January 10, 2023
Agenda Item #: 9

Agenda Item: Citizen Appointments to Commissions and Boards

Executive Summary: In November 2022, the City Clerk began soliciting applications for citizen appointments to the Arts, Culture, and Tourism Commission, Police Advisory Commission, Planning Commission, Airport Land Use Commission, Building and Housing Board of Appeals, Independent Citizens' Oversight Board, and the Parks & Recreation Commission, for terms expiring in February 2023.

The solicitation and appointment of citizens to various boards and commissions meets the requirements set forth in Resolutions 2018-111 and Resolution 2022-011 and conforms to City Council Protocols.

Requested Action / Suggested Motions: Interview applicants and Pass a Motion appointing applicants to 2-year terms as follows: 3 members to the Arts, Culture, and Tourism Commission; 2 members to the Building Board of Appeals; 3 members to the Police Advisory Commission; 3 members to the Planning Commission; 4 members and 1 vacancy (term ending 2/2024) to the Parks & Recreation Commission; appointing applicants to 4-year terms as follows: 5 members to the Independent Citizens' Oversight Committee; and, providing direction for the re-solicitation of applications to the Airport Land Use Commission.
Responsible Staff Member: Susan Blankenship, City Clerk

Responsible Staff Member: Susan Blankenship, City Clerk (530) 542-6005

Reviewed and Approved By:
Heather Stroud, City Attorney

Attachments:

01-Staff Report - Citizen Commissions and Boards.docx
02-Notice of Solicitation - Boards and Commissions.pdf
03-Local Appointments List 12 13 2022.docx
04-ACT Applications_Redacted.pdf
05-BBOA Applications_Redacted.pdf
06-Oversight Committee Applications_Redacted.pdf
07-P&R Applications_Redacted.pdf
08-PAC Applications_Redacted.pdf
09-PC Applications_Redacted.pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: January 10, 2023

Title: Citizen Appointments to Commissions and Boards

Location: Citywide

Responsible Staff Member: Susan Blankenship, City Clerk (530) 542-6005

Background: The City of South Lake Tahoe Commissions and Boards consists of: Airport Land Use Commission; Arts, Culture, and Tourism Commission; Building Board of Appeals; Parks and Recreation Commission; Planning Commission; Police Advisory Commission; and the Independent Citizens' Oversight Committee.

Consistent with Resolution 2018-111 and Resolution 2022-011, in November 2022, the City Clerk began soliciting applications for citizen appointments to Commissions and Boards for terms expiring in February 2022 (attachments 02-Notice of Solicitation and 03-Local Appointments List).

All Commissioners and Board Members with expiring terms were contacted by the City Clerk and encouraged to reapply.

Issue and Discussion: Five applications were received for thee positions to the Arts Culture, and Tourism Commission. (2-year term)

- Stacey Ballard (incumbent)
- Eleanor Brennan (incumbent)
- David Hamilton (incumbent)
- Amy Tueckes
- Aimi Xistra-Rich

Two applications were received for two positions to the Building Board of Appeals. (2-year term)

- Keith Roberts (incumbent)
- Scott McGill

Five applications were received for three positions to the Police Advisory Commission. (2-year term)

- Tom Davis (incumbent)
- Erika Gonzalez (incumbent)
- Alberto Manfredi
- Ayana Morali (incumbent)
- Amy Tueckes

Eight applications were received for three positions to the Planning Commission. (2-year term)

- Seth Howard
- David Jinkens
- Alberto Manfredi
- Kili Rahbeck (incumbent)

- Jackson Realo
- Nick Speal
- Natalia Wieczorek (incumbent)
- Doug Williams (incumbent)

Seven applications were received for four positions and one limited term vacancy (term ending 2/2024) to the Parks and Recreation Commission. (2-year term)

- Melissa Balough
- Peter Fink
- Margaret Kovarik-Maxhimer (incumbent)
- Nicole Ramirez-Thomas
- Amelia Richmond
- Kira Smith (incumbent)
- Michael Lewis

Five applications were received for five positions to the Independent Citizens' Oversight Committee. (4-year term)

- Jerry Bindel (incumbent)
- Marissa Fox (incumbent)
- David Gregorich (incumbent)
- Faye-Marie Pekar
- Aimi Xistra-Rich

No applications were received for two positions to the Airport Land Use Commission. The City Clerk will re-solicit applications to this Commission.

Financial Implications: Costs associated with staff support of the individual commissions/boards have been budgeted for within the department who oversees the commission.

Environmental Considerations: This is not a "project" subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(2) (continuing administrative or maintenance activities, such as purchases for supplies)

Policy Implications: The solicitation and appointment of citizens to various boards and commissions meets the requirements set forth in Resolution 2018-111 and Resolution 2022-011 and conforms to City Council Protocols.

City of South Lake Tahoe
Notice of Solicitation of Applications

Planning Commission (three seats)
Airport Land Use Commission (two seats)
Building and Housing Board of Appeals (up to three seats)
Parks & Recreation Commission (five seats)
Arts, Culture, & Tourism Commission (three seats)
Police Advisory Commission (three seats)
Independent Citizens' Oversight Board (Measure P)(five seats)

NOTICE IS HEREBY GIVEN that the City Council of the City of South Lake Tahoe is soliciting for applications for appointment to the following city commissions/boards:

Planning Commission:
The City Council will be appointing three (3) members to serve two-year terms on the Planning Commission. Applicants must reside within the city limits. The Planning Commission meets monthly assuming there is business to conduct.

Airport Land Use Commission:
The City Council will be appointing two (2) members to serve a two-year term on the Airport Land Use Commission. Applicants must reside and be domiciled within the Tahoe Basin portion of El Dorado County. The Airport Land Use Commission meets on an as needed basis.

Building Board of Appeals:
The City Council will be appointing up to three (3) members to serve a two-year term on the Building and Housing Board of Appeals. Applicants must reside and be domiciled within the Tahoe Basin portion of El Dorado County. The Building and Housing Board of Appeals meets on an as needed basis.

Parks & Recreation Commission:
The City Council will be appointing four (4) members to serve two-year terms and one (1) member to fill a one-year vacancy on the Parks & Recreation Commission. Applicants must reside within the Tahoe Basin portion of El Dorado County. The Parks & Recreation Commission meets at least quarterly.

Arts, Culture, & Tourism Commission:
The City Council will be appointing three (3) members to serve two-year terms on the Arts, Culture, & Tourism Commission. Applicants must reside within the Tahoe Basin portion of El Dorado County. The Arts, Culture, & Tourism Commission meets at least quarterly.

Police Advisory Commission:
The City Council will be appointing three (3) members to serve two-year terms on the Police Advisory Commission. Applicants must reside within the Tahoe Basin portion of El Dorado County. The Police Advisory Commission meets at least quarterly.

Independent Citizens' Oversight Committee (Measure P):
The City Council will be appointing five (5) members to serve four-year terms on the Independent Citizens' Oversight Committee. Applicants must reside within the Tahoe Basin portion of El Dorado County and be active in the South Lake Tahoe community at large. The Independent Citizens' Oversight Committee meets on an as needed basis.

Applications:

Applications may be obtained at City Hall located at 1901 Lisa Maloff Way, South Lake Tahoe, between 8:00 a.m. and 5:00 p.m., Monday through Friday. Applications can also be downloaded from the City's website at www.cityofslt.us, or emailed to interested parties upon request to the City Clerk's Office. Completed applications must be returned to the City Clerk's Office (email preferred sblankenship@cityofslt.us) no later than 4:00 p.m., on Thursday, December 29, 2022.

The City Council will be making the appointments at a regularly scheduled meeting in January 2023 *(to be announced).*

For details regarding Duties and Responsibilities of City Boards and Commissions visit the City's City Boards and Commissions webpage.

For questions, please contact Susan Blankenship, City Clerk at 542-6005 or via email at sblankenship@cityofslt.us

LOCAL APPOINTMENTS LIST

Government Code 54972 (Maddy Act)

AIRPORT LAND USE COMMISSION (2 Year Term)

Meets as needed to review compatibility of land use plans and regulations around the airport.

Name	Date Appointed	Term Expires
Nicholas Speal	2/2/2021	2/2023
Stacey Ballard	3/16/2021	2/2023

BUILDING BOARD OF APPEALS (2 Year Term)

Meets as needed to hear appeals of Building Official determinations & monitor City building use, maintenance & construction requirements.

Name	Date Appointed	Term Expires
Keith Roberts	3/16/2021	2/2023
Frank Sylvester	1/18/2022	2/2024
Courtney Schmidt	3/1/2022	2/2024
Seth Howard	8/9/2022	..2/2024

INDEPENDENT CITIZENS' OVERSIGHT COMMITTEE (MEASURE P) (4 Year Term)

Meets as needed to provide direction to City Council & Staff regarding the use & accounting of Measure P funds.

Name	Date Appointed	Term Expires
Jerry Bindel	2/19/2019	2/2023
David Gregorich	2/19/2019	2/2023
Judith Wood	2/19/2019	2/2023
Marissa Fox	2/19/2019	2/2023
Christina Wilson	2/19/2019	2/2023

PARKS & RECREATION COMMISSION (Alternating 2 Year Terms)

Meets quarterly to advise City Council on policies and projects relating to city parks and recreation.

Name	Date Appointed	Term Expires
Margie Kovarik-Maxhimer	1/18/2022	2/2023 (limited term vacancy)
Greg Bergner	2/2/2021	2/2023
Kira Smith	2/2/2021	2/2023
Dan Thrift	2/2/2021	2/2023 (resigned 9/2022)
Jerry Bindel	1/18/2022	2/2024
David Gregorich	1/18/2022	2/2024
Aricela Ramos	1/18/2022	2/2024 (resigned 9/22)

PLANNING COMMISSION (Alternating 2 Year Terms)

Meets monthly to assist in matters relating to the City's general plan, serve as Delinquent Refuse Hearing Board & perform duties set forth in Article 7 of the Government code.

Name	Date Appointed	Term Expires
Douglas Williams	2/2/2021	2/2023
Kili Rahbek	2/2/2021	2/2023
Natalia Wieczorek	2/2/2021	2/2023
Keith Roberts	1/18/2022	2/2024
Gavin Feiger	1/18/2022	2/2024

Arts, Culture and Tourism Commission (Alternating 2 Year Terms)

Meets quarterly to advise City Council on policies and projects relating to Arts, Culture and Tourism.

Name	Date Appointed	Term Expires
Stacey Ballard	10/19/2021	2/2023
Eleanor Brennan	10/19/2021	2/2023
David Hamilton	10/19/2021	2/2023
Scott Forrest	1/18/2022	2/2024
Bryan Yerian	1/18/2022	2/2024
Tony Lyle	1/18/2022	2/2024 (non-voting representative)

Police Advisory Commission (Alternating 2 Year Terms)

Meets quarterly to advise, assist, and collaborate on police/community issues.

Name	Date Appointed	Term Expires
Ayana Morali	8/3/2021	2/2023
Erika Gonzalez	8/3/2021	2/2023
Tom Davis	8/3/2021	2/2023
Claudia Anderson	1/18/2022	2/2024
Justin Zunino	1/18/2022	2/2024

Council Commissions with citizen representation

EL DORADO COUNTY COMMUNITY ACTION COUNCIL - Council Commission with citizen representative

Name	Date Appointed	Term Expires
Brian Conway	12/13/2022	Appointment considered annually

EL DORADO COUNTY COMMISSION ON AGING - Council Commission with citizen representative

Name	Date Appointed	Term Expires
Chantelle Schenning	12/13/2022	Appointment considered annually

TRPA ADVISORY PLANNING COMMISSION – Council Commission with citizen representative

Name	Date Appointed	Term Expires (2 Year Term)
Susan Chandler	12/13/2022	12/2024

CITY OF SOUTH LAKE TAHOE

VOLUNTEER COMMISSION/BOARD MEMBER APPLICATION

Please Legibly Print or Type

NAME: FIRST Stacey MIDDLE INITIAL A LAST Ballard COMMITTEE AND/OR CATEGORY APPLYING FOR: ACT Commission

RESIDENC [redacted]

MAILING A [redacted]

RESIDENCY: (Please select one)

CITY RESIDENT [X] EL DORADO COUNTY RESIDENT [ ] DOUGLAS COUNTY RESIDENT [ ] STATE OF NEVADA RESIDENT [ ]

PHONE NUMBER(S): RESIDE [redacted] BUSINESS: EMAIL ADDRESS:

EMPLOYER: Disabled and Self empployeed

EDUCATION/EXPERIENCE:
I have been on the airport land-use comission. I ran for City Council in 2020. Volunteered (3 years) South Y Community plan team.

PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:
I am a current commissioner on the ACT Committee.
I worked at our Boys & Girls Club and taught in our BATS program. (Volunteered)

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?

I want to continue the work we've started, to make this committee a staple in our communities connection. I think we are doing a great job!

Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy? YES [X] NO [ ]

Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:

If appointed to the Airport Land Use Commission, Planning Commission Building Board of Appeals, Parks & Recreation Commission, Arts, Culture and Tourism Commission or Independent Citizens' Oversight Commitee, you will be required by the State of California Fair Political Practices Commission to file a Conflict of Interest Statement with the City Clerk. Will you be willing to comply with this requirement?

YES [X] NO [ ]

CERTIFICATE OF APPLICANT:

[redacted]

Please note that the information provided on this application, including address, phone number and email address will become a matter of public record.

WHEN COMPLETED RETURN FORM
TO: Office of the City Clerk
Attn: Susan Blankenship - City Clerk
1901 Lisa Maloff Way, Ste 206
South Lake Tahoe, CA 96150-6324
PH: (530) 542-6005
sblankenship@cityofslt.us

CITY OF SOUTH LAKE TAHOE

VOLUNTEER COMMISSION/BOARD MEMBER APPLICATION

Please Legibly Print or Type

NAME: FIRST ELEANOR MIDDLE INITIAL J LAST BRENNAN COMMITTEE AND/OR CATEGORY APPLYING FOR: A.C.T. Commission

RESIDENCE: [redacted]

MAILING ADDRESS: P.O. BOX CITY STATE ZIP CODE

RESIDENCY: (Please select one)
CITY RESIDENT ☑ EL DORADO COUNTY RESIDENT ☐ DOUGLAS COUNTY RESIDENT ☐ STATE OF NEVADA RESIDENT ☐

PHONE NUMBER(S): RESIDENCE: BUSINESS: EMAIL ADDRESS: [redacted]

EMPLOYER: SELF

EDUCATION/EXPERIENCE:
TATTOO ARTIST / Business Owner / BFA / Painter

PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:
CHAIR OF ARTS CULTURE & Tourism Commission

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?
EQUITABLE Representation For City of SLT ARTS people
Complete MASTER PLAN!

Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?
YES ☑ NO ☐

Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:

If appointed to the Airport Land Use Commission, Planning Commission, Building Board of Appeals, Parks & Recreation Commission, Arts, Culture and Tourism Commission or Independent Citizens' Oversight Committee, you will be required by the State of California Fair Political Practices Commission to file a Conflict of Interest Statement with the City Clerk. Will you be willing to comply with this requirement?

YES ☑ NO ☐

CERTIFICATE OF APPLICANT:
I certify that all statements made in this application are true and complete. I understand that any false statement or omission of material facts will subject me to disqualification or dismissal.

[redacted]

Please note that the information provided on this application, including address, phone number and email address will become a matter of public record.

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sblankenship@cityofslt.us

CITY OF SOUTH LAKE TAHOE
VOLUNTEER COMMISSION/BOARD MEMBER APPLICATION

Please Legibly Print or Type

NAME: FIRST	MIDDLE INITIAL	LAST	COMMITTEE AND/OR CATEGORY APPLYING FOR:
David	A	Hamilton	Arts Culture and Tourism Commission

RESIDENCE: STREET ADDRESS [redacted] CITY STATE ZIP CODE

MAILING ADDRESS: P.O. BOX CITY STATE ZIP CODE
Same

RESIDENCY: (Please select one)
CITY RESIDENT ☐ EL DORADO COUNTY RESIDENT ☑ DOUGLAS COUNTY RESIDENT ☐ STATE OF NEVADA RESIDENT ☐

PHONE NUMBER(S): RESIDENCE: BUSINESS: EMAIL ADDRESS: [redacted]

EMPLOYER:
Retired

EDUCATION/EXPERIENCE:

PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:

See attached letter

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?

See Attached letter

Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?
YES ☑ NO ☐

Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:
None at this time

If appointed to the Airport Commission, Planning Commission or Building Board of Appeals Commission, you will be required by the State of California Fair Political Practices Commission to file a Conflict of Interest Statement with the City Clerk. Will you be willing to comply with this requirement? YES ☐ NO ☐

CERTIFICATE OF APPLICANT:

[redacted] t any false statement or

[redacted] ill become a matter of public record.

WHEN COMPLETED RETURN FORM
TO: Office of the City Clerk
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South Lake Tahoe, CA 96150-6324
PH: (530) 542-6005
sblankenship@cityofslt.us

Greetings,

I would like to submit my application for the next Arts, Culture and Tourism commission. I am currently completing a one year term on the committee.

I have been involved with the arts on the South Shore as both a professional and as a volunteer for over forty years. I have served on the boards of the Tahoe Art Project and Valhalla Tahoe. I was President of Valhalla Tahoe for two years and also served as the Festival Director for one season. I was involved in the creation of and was one of the first board members for the Tahoe Arts Alliance. Part of the reason we started the Arts Alliance was to provide the City with a resource for help in accommodating the arts in both city planning and community connections, since there was no arts commission at that time. I also remember the first Arts commission the city created over twenty years ago and some of the challenges it faced.

Professionally I was the Dean of Visual and Performing Arts at Folsom Lake College for three years and was responsible for all the arts programs at the college as well as spaces like theatres and galleries. I was the Director of Theatre at LTCC for 20 years and was the lead faculty in the design and construction of the Duke Theatre.

I feel that I am still well connected to the arts and culture community here on the south shore and could make significant contributions to the commission as it helps the city in better integrating the arts, culture and tourism into the fabric of the community for both visitors and residents.

I see this commission being critical in being able to connect the city to the various individuals and organizations that are the experts in arts, culture and tourism for input on creating a truly arts enriched community for both residents and visitors. Arts and culture need to be in consideration at the very beginning of the planning stages of various projects. That way they are organically integrated into the whole as opposed to being an afterthought. The commission can help accommodate those needs.

I believe the current commission had made good progress. We created a vision and mission for the commission, reworked the application process for public art installations and gathered information in a survey to help the commission in creating a master plan for Arts Culture and Tourism in the city. I would like to be re-appointed to the commission to continue the work we started this last year.

Thank you,

David Hamilton

CITY OF SOUTH LAKE TAHOE

VOLUNTEER **COMMISSION/BOARD MEMBER APPLICATION**

Please Legibly Print or Type

NAME: FIRST	MIDDLE INITIAL	LAST	COMMITTEE AND/OR CATEGORY APPLYING FOR:
Amy	C	Tueckes	Arts, Culture and Tourism Commission

[redacted]

same as above

RESIDENCY: (Please select one)

CITY RESIDENT ☑ EL DORADO COUNTY RESIDENT ☐ DOUGLAS COUNTY RESIDENT ☐ STATE OF NEVADA RESIDENT ☐

[redacted]

Fidelity National Financial

EDUCATION/EXPERIENCE:

PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?

Review proposed policies on Arts, Culture, and Tourism programs. Review public Arts Programs and make recommendations.

I hope to help contribute to the overall goal of social change through art projects and cultural events, for the community and tourists alike.

Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?

YES ☐ NO ☑

Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:

_____

If appointed to the Airport Land Use Commission, Planning Commission Building Board of Appeals, Parks & Recreation Commission, Arts, Culture and Tourism Commission or Independent Citizens' Oversight Commitee, you will be required by the State of California Fair Political Practices Commission to file a Conflict of Interest Statement with the City Clerk. Will you be willing to comply with this requirement?

YES ☑ NO ☐

CERTIFICATE OF APPLICANT:

I certify that all statements made in this application are true and complete. I understand that any false statement or

[redacted]

c record.

WHEN COMPLETED RETURN FORM
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PH: (530) 542-6005
sblankenship@cityofslt.us

CITY OF SOUTH LAKE TAHOE

VOLUNTEER COMMISSION/BOARD MEMBER APPLICATION

Please Legibly Print or Type

NAME: FIRST	MIDDLE INITIAL	LAST	COMMITTEE AND/OR CATEGORY APPLYING FOR:
Aimi		Xistra-Rich	Arts, Culture, and Tourism Commission

RESIDENCE: STREET ADDRESS CITY STATE ZIP CODE

[redacted]

RESIDENCY: (Please select one)

CITY RESIDENT [✔] EL DORADO COUNTY RESIDENT [✔] DOUGLAS COUNTY RESIDENT [ ] STATE OF NEVADA RESIDENT [ ]

PHONE NUMBER(S): RESIDENCE: BUSINESS: EMAIL ADDRESS:

[redacted]

EMPLOYER:
Boys and Girls Club of Lake Tahoe - Director of Development

EDUCATION/EXPERIENCE:

BA in Comp. Lit and English, Minor in Italian with a focus on Italian Renaissance Lit/Art, Tahoe PR & Event Management for 20 years, Director of Tahoe Brewfest, Tahoe BATS Teacher 8 years

PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:

PR Manager Heavenly (5 years), Executive Director of Heavenly Ski & Snowboard Foundation (5 years),

Present Director of Development BGCLT, Present BOD Tahoe Chamber, Live At Lakeview Bar Manager (12 years)

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?

Continue to grow and develop art, culture and tourism opportunities within the City of South Lake Tahoe. Grow existing experiences & also create new experiences.

Work with regional and native entities to bring art and cultural experiences to SLT. Use promotion of these events to increase tourism.

Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?

YES [ ] NO [✔]

Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:

None.

If appointed to the Airport Land Use Commission, Planning Commission Building Board of Appeals, Parks & Recreation Commission, Arts, Culture and Tourism Commission or Independent Citizens' Oversight Commitee, you will be required by the State of California Fair Political Practices Commission to file a Conflict of Interest Statement with the City Clerk. Will you be willing to comply with this requirement?

YES [✔] NO [ ]

CERTIFICATE OF APPLICANT:

[redacted]

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WHEN COMPLETED RETURN FORM
TO: Office of the City Clerk
Attn: Susan Blankenship - City Clerk
1901 Lisa Maloff Way, Ste 206
South Lake Tahoe, CA 96150-6324
PH: (530) 542-6005
sblankenship@cityofslt.us

CITY OF SOUTH LAKE TAHOE

VOLUNTEER COMMISSION/BOARD MEMBER APPLICATION

Please Legibly Print or Type

NAME: FIRST	MIDDLE INITIAL	LAST	COMMITTEE AND/OR CATEGORY APPLYING FOR:
Scott	A.	McGill	Building and Housing Board of Appeals

RESIDENCE: STREET ADDRESS CITY STATE ZIP CODE

[redacted]

ZIP CODE

RESIDENCY: (Please select one)

CITY RESIDENT [✔] EL DORADO COUNTY RESIDENT [ ] DOUGLAS COUNTY RESIDENT [ ] STATE OF NEVADA RESIDENT [ ]

PHONE NUMBER(S): RESIDENCE: BUSINESS: EMAIL ADDRESS:

[redacted]

EMPLOYER:

Retired City of Los Angeles, Chief Inspector 30 years

EDUCATION/EXPERIENCE:

15 yrs. Department of Building and Safety, 15 yrs. Housing Department, Served as the General Manager's Hearing Officer (1 yr)

PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:

Volunteer - Tahoe Keys Property Owners Association, Water Quality Department

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?

Conduct the affairs of the Board in the public interest, provide a lawful, fair and transparent forum. Accomplish and facilitate due process.

Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?

YES [ ] NO [✔]

Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:

I have no current or foreseeable conflicts of interests.

If appointed to the Airport Commission, Planning Commission or Building Board of Appeals Commission, you will be required by the State of California Fair Political Practices Commission to file a Conflict of Interest Statement with the City Clerk. Will you be willing to comply with this requirement? YES [✔] NO [ ]

CERTIFICATE OF APPLICANT:

I certify that all statements made in this application are true and complete. I understand that any false statement or omission of material facts will subject me to disqualification or dismissal

[redacted]

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CITY OF SOUTH LAKE TAHOE
VOLUNTEER COMMISSION/BOARD MEMBER APPLICATION

Please Legibly Print or Type

NAME: FIRST Keith MIDDLE INITIAL J. LAST Roberts COMMITTEE AND/OR CATEGORY APPLYING FOR: Building Board of Appeals

RESIDENCE: STREET ADDRESS [redacted] CITY STATE ZIP CODE

RESIDENCY: (Please select one)
CITY RESIDENT [X] EL DORADO COUNTY RESIDENT [ ] DOUGLAS COUNTY RESIDENT [ ] STATE OF NEVADA RESIDENT [ ]

PHONE NUMBER(S): RESIDENCE: [redacted] BUSINESS: EMAIL ADDRESS:

EMPLOYER: Chart House Stateline

EDUCATION/EXPERIENCE: Current Board Member at Board of Appeals
Current Planning Commissioner

PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED? Assist the City Council in Building Appeals with respect to adhering to current standards, statutes and city goals concerning building permits

Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?
YES [X] NO [ ]

Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:

If appointed to the Airport Land Use Commission, Planning Commission, Building Board of Appeals, Parks & Recreation Commission, Arts, Culture and Tourism Commission or Independent Citizens' Oversight Committee, you will be required by the State of California Fair Political Practices Commission to file a Conflict of Interest Statement with the City Clerk. Will you be willing to comply with this requirement?

YES [X] NO [ ]

CERTIFICATE OF APPLICANT:
I certify that all statements made in this application are true and complete. I understand that any false statement or [redacted] ord.

RECEIVED
DEC 29 2022
City of South Lake Tahoe
Office of the City Clerk

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CITY OF SOUTH LAKE TAHOE
VOLUNTEER COMMISSION/BOARD MEMBER APPLICATION

Please Legibly Print or Type

NAME: FIRST	MIDDLE INITIAL	LAST	COMMITTEE AND/OR CATEGORY APPLYING FOR:
Jerry	M	Bindel	Measure P Oversight Committee

RESIDENCE: STREET ADDRESS | CITY | STATE | ZIP CODE

[redacted]

Same

RESIDENCY: (Please select one)
CITY RESIDENT ☐ EL DORADO COUNTY RESIDENT ☑ DOUGLAS COUNTY RESIDENT ☐ STATE OF NEVADA RESIDENT ☐

PHONE NUMBER(S): RESIDENCE: BUSINESS: EMAIL ADDRESS:

[redacted]

EMPLOYER:
Pyramid Hospitality Group dba Forest Suites Resort

EDUCATION/EXPERIENCE:

BS in Hotel Administration, Cornell University, GM at Forest Suites Resort and Aston Lakeland Village Resort, Management Team Hyatt Aruba, Hyatt Washington DC and Bethesda MD.

PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:

SLT Lodging Assoc (Treasurer), SLT Tourism District (Chair), LTVA (Chair) , Valhalla Tahoe Board of Directors (Treasurer), Parks and Rec Commission (Current)

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?

To act as oversight group for the spending of Measure P Funds, to ensure proper disbursement of funds for funding of voter approved initiatives regarding Measure P.

Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?
YES ☑ NO ☐

Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:

If appointed to the Airport Land Use Commission, Planning Commission, Building Board of Appeals, Parks & Recreation Commission, Arts, Culture and Tourism Commission or Independent Citizens' Oversight Committee, you will be required by the State of California Fair Political Practices Commission to file a Conflict of Interest Statement with the City Clerk. Will you be willing to comply with this requirement?

YES ☑ NO ☐

CERTIFICATE OF APPLICANT:

[redacted]

ement or

of public record.

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CITY OF SOUTH LAKE TAHOE

VOLUNTEER COMMISSION/BOARD MEMBER APPLICATION

Please Legibly Print or Type

NAME: FIRST MIDDLE INITIAL LAST COMMITTEE AND/OR CATEGORY APPLYING FOR:
Marissa Chance Fox - Independent Citizen's Oversight Board (Measure P)

RESIDENCE: STREET ADDRESS CITY STATE ZIP CODE
[redacted]

MAILING ADDRESS: P.O. BOX CITY STATE ZIP CODE

RESIDENCY: (Please select one)
CITY RESIDENT ☐ EL DORADO COUNTY RESIDENT ☑ DOUGLAS COUNTY RESIDENT ☐ STATE OF NEVADA RESIDENT ☐

PHONE NUMBER(S): RESIDENCE: BUSINESS: EMAIL ADDRESS:
[redacted]

EMPLOYER:
Scale LLP

EDUCATION/EXPERIENCE:

California and Nevada attorney with over 15 years of experience.

PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:

Current member of Independent Citizen's Oversight Board (Measure P).

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?

Review use of funds authorized by Measure P and make appropriate recommendations to City Council.

Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?
YES ☑ NO ☐

Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:

If appointed to the Airport Land Use Commission, Planning Commission, Building Board of Appeals, Parks & Recreation Commission, Arts, Culture and Tourism Commission or Independent Citizens' Oversight Committee, you will be required by the State of California Fair Political Practices Commission to file a Conflict of Interest Statement with the City Clerk. Will you be willing to comply with this requirement?

YES ☑ NO ☐

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[redacted]

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CITY OF SOUTH LAKE TAHOE
VOLUNTEER COMMISSION/BOARD MEMBER APPLICATION

Please Legibly Print or Type

NAME: FIRST	MIDDLE INITIAL	LAST	COMMITTEE AND/OR CATEGORY APPLYING FOR:
David		Gregorich	Independent Citizens' Oversight Committee (Measure P)

RESIDENCE: STREET ADDRESS [redacted] CITY STATE ZIP CODE

MAILING ADDRESS: P.O. BOX CITY STATE ZIP CODE
same

RESIDENCY: (Please select one)
CITY RESIDENT ☑ EL DORADO COUNTY RESIDENT ☐ DOUGLAS COUNTY RESIDENT ☐ STATE OF NEVADA RESIDENT ☐

PHONE NUMBER(S): RESIDENCE: [redacted] BUSINESS: EMAIL ADDRESS:

EMPLOYER:
Retired

EDUCATION/EXPERIENCE:

B.A. Geography, UC Davis, 1977; Master of City Planning, UC Berkeley, 1982; 42 years with State of CA, including 33 with CA Tahoe Conservancy

PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:

Currently serve on Measure P Comm & Parks & Rec Comm. Budgeting, fiscal admin, & project management experience with CTC.

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?

Monitor collection, allocation, and expenditure of Measure P funds. Review and advise city council and staff regarding Measure P projects.

Have been a member of the committee through Phase I of the Rec Center project. Looking to remain involved through completion of Phase II.

Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?
YES ☑ NO ☐

Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:
n/a

If appointed to the Airport Land Use Commission, Planning Commission Building Board of Appeals, Parks & Recreation Commission, Arts, Culture and Tourism Commission or Independent Citizens' Oversight Commitee, you will be required by the State of California Fair Political Practices Commission to file a Conflict of Interest Statement with the City Clerk. Will you be willing to comply with this requirement?

YES ☑ NO ☐

CERTIFICATE OF APPLICANT:
I certify that all statements made in this application are true and complete. I understand that any false statement or [redacted]

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RECEIVED
NOV 18 2022
City of South Lake Tahoe
Office of the City Clerk

WHEN COMPLETED RETURN FORM
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November 16, 2022

Susan Blankenship, City Clerk
Office of the City Clerk
1901 Lisa Maloff Way, Suite 206
South Lake Tahoe, CA 96150-6324

Dear Ms. Blankenship:

Enclosed please find my application for reappointment to the Independent Citizens' Oversight Committee (Measure P Committee). Please acknowledge receipt at [redacted]

Sincerely,

David Gregorich

[redacted]

Enclosure

CITY OF SOUTH LAKE TAHOE

VOLUNTEER COMMISSION/BOARD MEMBER APPLICATION

Please Legibly Print or Type

NAME: FIRST	MIDDLE INITIAL	LAST	COMMITTEE AND/OR CATEGORY APPLYING FOR:
Faye-Marie	L	Pekar	Independent Citizens' Oversight Committee (Measure P)

RESIDENCE: STREET ADDRESS [redacted] CITY STATE ZIP CODE

MAILING ADDRESS: P.O. BOX [redacted] CITY STATE ZIP CODE

RESIDENCY: (Please select one)
CITY RESIDENT ☑ EL DORADO COUNTY RESIDENT ☐ DOUGLAS COUNTY RESIDENT ☐ STATE OF NEVADA RESIDENT ☐

PHONE NUMBER(S): RESIDENCE: [redacted] BUSINESS: EMAIL ADDRESS: [redacted]

EMPLOYER:
Washoe County, NV

EDUCATION/EXPERIENCE:

Masters in Public Administration, Bachelors in Environmental Science and Planning, Minor in Biology. Current Park Planner for Washoe County, Former Engineering Technician for City of South Lake Tahoe, Former Recreation Specialist for Douglas County, NV

PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:

2019-2021 Tahoe Regional Professionals Board Member-Events and Fund Raising

Tahoe Chamber Leadership Lake Tahoe Class of 2020

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?

Provide direction to City Council and staff regarding the use and accounting of Measure P funds. My goal is to ensure Measure P funds are allocated and used appropriately for proposed construction, operation and maintenance of recreational facilies

Including the construction of the new recreation complex. Additionally, I intend to uphold the wishes of the voters for Measure P by reviewing financial audit of expenditures related to Measure P and assist recommendations for the proper use of its funds for the betterment of our community.

Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?
YES ☑ NO ☐

Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:
None

If appointed to the Airport Land Use Commission, Planning Commission Building Board of Appeals, Parks & Recreation Commission, Arts, Culture and Tourism Commission or Independent Citizens' Oversight Commitee, you will be required by the State of California Fair Political Practices Commission to file a Conflict of Interest Statement with the City Clerk. Will you be willing to comply with this requirement?

YES ☑ NO ☐

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[redacted]

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CITY OF SOUTH LAKE TAHOE
VOLUNTEER COMMISSION/BOARD MEMBER APPLICATION

Please Legibly Print or Type

NAME: FIRST	MIDDLE INITIAL	LAST	COMMITTEE AND/OR CATEGORY APPLYING FOR:
Aimilia	Xistra-Rich		Independent Citizens' Oversight Board (Measure S)

RESIDENCE: STREET ADDRESS [redacted] CITY STATE ZIP CODE

MAILING ADDR [redacted]

RESIDENCY: (Please select one)
CITY RESIDENT [✓] EL DORADO COUNTY RESIDENT [ ] DOUGLAS COUNTY RESIDENT [ ] STATE OF NEVADA RESIDENT [ ]

PHONE NUMBER(S): RESIDENCE: [redacted] BUSINESS: EMAIL ADDRESS:

EMPLOYER:
Boys & Girls Club of Lake Tahoe - Director of Development

EDUCATION/EXPERIENCE:

BA Comp. Lit. & English, Minor in Italian, PR & Events 20 years locally.

PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:

Past - 5 years PR Manager at Heavenly, 5 years ED at HSSF

Present - Tahoe Chamber BOD, Dir. of Development BGCLT, active LTUSD parent

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?

Allocate additional tax funds from Measure S to improve snow removal equipment, efforts, road repairs, alternate travel options.

Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?
YES [ ] NO [✓]

Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:

If appointed to the Airport Land Use Commission, Planning Commission Building Board of Appeals, Parks & Recreation Commission, Arts, Culture and Tourism Commission or Independent Citizens' Oversight Commitee, you will be required by the State of California Fair Political Practices Commission to file a Conflict of Interest Statement with the City Clerk. Will you be willing to comply with this requirement?

YES [✓] NO [ ]

CERTIFICATE OF APPLICANT:
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CITY OF SOUTH LAKE TAHOE

VOLUNTEER COMMISSION/BOARD MEMBER APPLICATION

Please Legibly Print or Type

NAME: FIRST	MIDDLE INITIAL	LAST	COMMITTEE AND/OR CATEGORY APPLYING FOR:
Melissa H.D. Balough			Parks and Recreation Commission

RESIDENCE: STREET ADDRESS [redacted] CITY STATE ZIP CODE

CITY STATE ZIP CODE

RESIDENCY: (Please select one)
CITY RESIDENT ☐ EL DORADO COUNTY RESIDENT ☑ DOUGLAS COUNTY RESIDENT ☐ STATE OF NEVADA RESIDENT ☐

PHONE NUMBER(S): RESIDENCE: [redacted] BUSINESS: EMAIL ADDRESS:

EMPLOYER:
Self - affiliated with Scale LLP

EDUCATION/EXPERIENCE:

Please see attached CV.

PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:

South Lake Tahoe AYSO, Board of Directors - Registrar; Valhalla Tahoe, Board of Directors

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?

I see the Committee's role and responsibilities as advising Council on parks and recreation programs, projects, and policies.

My daughter and I have enjoyed the City facilities for years, and I am so grateful for them. I would dearly love to maintain them and improve them where appropriate.

Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?
YES ☐ NO ☑

Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:
None.

If appointed to the Airport Land Use Commission, Planning Commission, Building Board of Appeals, Parks & Recreation Commission, Arts, Culture and Tourism Commission or Independent Citizens' Oversight Committee, you will be required by the State of California Fair Political Practices Commission to file a Conflict of Interest Statement with the City Clerk. Will you be willing to comply with this requirement?

YES ☑ NO ☐

CERTIFICATE OF APPLICANT:
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MELISSA H.D. BALOUGH

[redacted]

LEGAL & COMPLIANCE EXPERIENCE

Scale LLP
Counsel 06/21 – Present
Buchanan, Ingersoll & Rooney, San Diego, CA
Attorney, Litigation 10/20 – 06/21
Anchor Labs, Inc., San Francisco, CA
Consultant 05/19-04/20

Pepper Hamilton LLP, Boston, MA
Associate, Intellectual Property Litigation Group 1/12 – 6/15
Attorney, Commercial Litigation Group 9/10 – 12/11

Rose, Chinitz & Rose, Boston, MA
Attorney, Litigation 12/08 – 4/10

Kirkland & Ellis LLP, Washington, DC
Associate, White Collar Defense and Commercial Litigation 10/03 – 2/06

Wilmer, Cutler & Pickering, Washington, DC
Associate, Securities Group 9/01 – 8/02

- **Litigation Practice.** Experienced litigator who has represented and counseled individuals and corporations and managed their cases from the pre-litigation strategy stage through discovery, trial, and appeals in state and federal court. Assessed claims, developed litigation strategy, and evaluated risk; drafted memoranda, appellate briefs, dispositive motions, pre-trial motions, sentencing memoranda, and settlement agreements. Prepared witnesses for testimony, as well as direct and cross examination outlines; advocated for clients in court, depositions, mediation, and private negotiations. Conducted internal investigations related to potential Foreign Corrupt Practices Act issues and Department of Justice investigations.
- **IP Litigation Practice.** Represented clients in infringement actions before the U.S. International Trade Commission, federal district courts, and the U.S. Court of Appeals for the Federal Circuit. Cases involved emerging technologies and products in a variety of industries, including consumer electronics, smart phones, optical devices, and integrated circuits. Able to understand technology and to convey that understanding to a lay audience.
- **People Management & Firm Citizenship.** Mentored, trained, and developed junior associates and paralegals, both formally and informally; served as office liaison to the Associates' Committee; led office fundraising efforts for a local legal aid society.
- **Compliance Practice.** Responsible for managing a cryptocurrency custodian's SSAE-16 SOC 1 audit preparatory processes. Oversaw pre-assessment testing. Managed design and implementation of new controls over business and IT processes. Worked closely with company management, Engineering, and business side to understand the technology and existing processes thoroughly and quickly.

POLICY & POLITICAL STRATEGY EXPERIENCE

Office of Governor Mitt Romney In-House Counsel, Boston, MA
Associate Legal Counsel 2/06 – 1/07

Romney For President, Inc., Boston, MA
Energy and Environment Policy Director 2/07 – 2/08

- **Policy & Legislation.** Advised the Governor and the Office of the Governor on legal and policy issues. Drafted executive orders and legislation; guided Governor's decision to sign, amend, or veto legislation by advising on potential legal issues. During campaign, responsible for managing all aspects of energy, environment, transportation, and agriculture policy; prepared research and policy briefings for the candidate in preparation for twelve presidential debates.
- **Litigation**. Supervised and advised outside counsel in representation of the Governor in various litigations. Researched legal issues that arose daily, formulated a response strategy, and problem-solved.
- **Public Relations**. Coordinated with communications and political departments to finalize messaging points and respond to press inquiries. Held briefings and informational sessions with external policy advisors, policy advocacy groups, and donors.

FEDERAL CLERKSHIP

The Honorable Danny J. Boggs, Judge, U.S. Court of Appeals for the Sixth Circuit,
Louisville, KY *Law Clerk* 8/02 – 9/03

EDUCATION

University of Virginia School of Law, Charlottesville, VA, J.D. May 2001
Virginia Law Review, Editorial Board

Cornell University, Ithaca, NY, B.A., Government, with distinction in all subjects May 1996

BAR ADMISSIONS

California, 2018; Massachusetts, 2006; Virginia, 2001.

CITY OF SOUTH LAKE TAHOE

VOLUNTEER COMMISSION/BOARD MEMBER APPLICATION

Please Legibly Print or Type

NAME: FIRST	MIDDLE INITIAL	LAST	COMMITTEE AND/OR CATEGORY APPLYING FOR:
Peter	M	Fink	Parks and Recreation Commission

RESIDENCE: STREET ADDRESS CITY STATE ZIP CODE

[redacted]

RESIDENCY: (Please select one)
CITY RESIDENT ☐ EL DORADO COUNTY RESIDENT ☐ DOUGLAS COUNTY RESIDENT ☒ STATE OF NEVADA RESIDENT ☐

PHONE NUMBER(S): RESIDENCE: BUSINESS: EMAIL ADDRESS:

[redacted]

EMPLOYER: Grass Roots

EDUCATION/EXPERIENCE: CSU Chico - Recreation Major

PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:
TAMBA - advisory board, LTBC - advisory board, Measure R/S - Bicycle Advisory Committee - current Chair, Former Parks and Rec. Commissioner, Bijon Community School - Bike Club.

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?
I see the responsibility of this committee as an advisory group to the City Council. I hope to help guide the City through the Construction of our new Rec. Center.

Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?
YES ☒ NO ☐

Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:

If appointed to the Airport Land Use Commission, Planning Commission Building Board of Appeals, Parks & Recreation Commission, Arts, Culture and Tourism Commission or Independent Citizens' Oversight Commitee, you will be required by the State of California Fair Political Practices Commission to file a Conflict of Interest Statement with the City Clerk. Will you be willing to comply with this requirement?

YES ☒ NO ☐

CERTIFICATE OF APPLICANT:
I certify that all statements made in this application are true and complete. I understand that any false statement or omission of material facts will subject me to disqualification or dismissal.

[redacted]

Please note that the information provided on this application, including address, phone number and email address will become a matter of public record.

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Office of the City Clerk

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CITY OF SOUTH LAKE TAHOE
VOLUNTEER COMMISSION/BOARD MEMBER APPLICATION

Please Legibly Print or Type

NAME: FIRST	MIDDLE INITIAL	LAST	COMMITTEE AND/OR CATEGORY APPLYING FOR:
Margaret	L	Kovarik-Maxhimer	Parks and Recreation Committee

RESIDENCE: STREET ADDRESS [redacted] CITY STATE ZIP CODE

[redacted] STATE ZIP CODE

RESIDENCY: (Please select one)
CITY RESIDENT ☑ EL DORADO COUNTY RESIDENT ☐ DOUGLAS COUNTY RESIDENT ☐ STATE OF NEVADA RESIDENT ☐

PHONE NUMBER(S): RESIDENCE: [redacted] BUSINESS: EMAIL ADDRESS: [redacted]

EMPLOYER:
retired

EDUCATION/EXPERIENCE:

Resident of 35 years, owned and operated many business, service clubs officer, Carroll College graduate BA

PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:

Parks and Recreation Committee member 1 year term

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?

I'd like to work toward opportunites for citizens to donate to recreation area, ie benches, tables etc.

Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?
YES ☑ NO ☐

Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:

If appointed to the Airport Land Use Commission, Planning Commission, Building Board of Appeals, Parks & Recreation Commission, Arts, Culture and Tourism Commission or Independent Citizens' Oversight Committee, you will be required by the State of California Fair Political Practices Commission to file a Conflict of Interest Statement with the City Clerk. Will you be willing to comply with this requirement?

YES ☑ NO ☐

CERTIFICATE OF APPLICANT:

[redacted]

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WHEN COMPLETED RETURN FORM
TO: Office of the City Clerk
Attn: Susan Blankenship - City Clerk
1901 Lisa Maloff Way, Ste 206
South Lake Tahoe, CA 96150-6324
PH: (530) 542-6005
sblankenship@cityofslt.us

December 26, 2022

South Lake Tahoe City Council
1901 Lisa Maloff Way, Suite 206
South Lake Tahoe, CA 96150

Dear Council,

Please accept my renewal application for an opening on the Parks and Recreation Commission. I have enjoyed the year I have served and would like to serve 2 years in the next term. I moved here 35 years ago after graduating from Carroll College with a BA in Business and Accounting. Since moving here I have owned and operated several tourism related retail shops under the umbrella of Tahoe Summers Inc. Currently my husband I are in the rental housing business for mostly long term rentals.

I am confident that I would bring a new perspective based on my number of years in business and the diversity of my businesses in the South Shore. My involvement in the business community is far reaching and includes being the current Treasurer of the Kiwanis Club of Lake Tahoe.

I am a pickleball enthusiast, which brings me to the recreation center quite often. I have now joined the ukulele group, which I learned about by going to pickleball in the rec center. Over the decades of living in Lake Tahoe I have been active in all sorts of athletic activities such as mountain biking, skiing, snowshoeing, co-ed softball, hiking and a very long time ago, volleyball. Again this year the Rec Center has been a great partner in the Sock Drive sponsored by the Kiwanis Club of Lake Tahoe.

I have enjoyed watching the Recreation Center evolve over the past several years and am encouraged by the progress of moving forward on the new designs. I realize we are delayed, but that will give us time to get a foundation set up for charitable giving to help people and allow individuals to purchase memorial benches.

Thank you for the opportunity to represent this important sector of the South Shore. I look forward to the opportunity to work with the other commission members and the city council on furthering the initiatives of the Parks and Recreation Commission for our entire community.

[redacted]

Margie Kovarik-Maxhimer

CITY OF SOUTH LAKE TAHOE

VOLUNTEER COMMISSION/BOARD MEMBER APPLICATION

Please Legibly Print or Type

NAME: FIRST	MIDDLE INITIAL	LAST	COMMITTEE AND/OR CATEGORY APPLYING FOR:
Nicole	A.	Ramirez Thomas	Parks and Recreation Commission

RESIDENCE: STREET ADDRESS [redacted] CITY STATE ZIP CODE

MAILING ADDR [redacted]

RESIDENCY: (Please select one)
CITY RESIDENT ☑ EL DORADO COUNTY RESIDENT ☐ DOUGLAS COUNTY RESIDENT ☐ STATE OF NEVADA RESIDENT ☐

PHONE NUMBER(S): RESIDENCE: [redacted] BUSINESS: EMAIL ADDRESS:

EMPLOYER:
Self Employed

EDUCATION/EXPERIENCE:
B.A. (2003) and M.A. (2013) in Anthropology; Archaeologist 2003- Present;
Adjunct Faculty CSU Chico 2006- 2010; Preservation Planner 2014-Present;
Land Use and Entitlement Consultant/ Business Owner 2018-Present.

PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:
Local:
Board of Directors, Valhalla Tahoe; Member, South Lake Tahoe Rotary Club

California:
Founding Member, Sierra State Parks Foundation; Member, Society for California Archaeology

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?
The responsibility of the commission is to assist with planning efforts for parks and recreation programs and capital projects. I would anticipate that reviewing and recommending proposed projects to Council would be one of the primary tasks. Supporting programs and participating in subcommittees would also be part of the commission as well as advisement on policies.

Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?
YES ☐ NO ☑

Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:
None.

If appointed to the Airport Land Use Commission, Planning Commission, Building Board of Appeals, Parks & Recreation Commission, Arts, Culture and Tourism Commission or Independent Citizens' Oversight Committee, you will be required by the State of California Fair Political Practices Commission to file a Conflict of Interest Statement with the City Clerk. Will you be willing to comply with this requirement?

YES ☑ NO ☐

CERTIFICATE OF APPLICANT:
I certify that all statements made in this application are true and complete. I understand that any false statement or omission of material facts will subject me to disqualification or dismissal.

[redacted]

ss will become a matter of public record.

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December 19, 2022

RE: Parks and Recreation Commission, Request for Appointment

Dear Mayor Creegan and Council Members:

I am submitting this letter with my *City of South Lake Tahoe Volunteer Commission/Board Member Application* to request an appointment to one of the open, two-year term Parks and Recreation Commission seats.

My desire to be appointed to the Parks and Recreation Commission stems from my interest in building community. I grew up in a community with several city-run parks and recreation centers and I think that parks and parks programs are a necessary component to foster quality of life and equity within the community. The City of South Lake Tahoe supports interesting and unique parks and recreation programs, and my personal interests and professional skills would be well applied as a member of this commission.

I appreciate your consideration.

Sincerely,

[redacted]

Nicole A. Ramirez Thomas

CITY OF SOUTH LAKE TAHOE

VOLUNTEER COMMISSION/BOARD MEMBER APPLICATION

Please Legibly Print or Type

NAME: FIRST	MIDDLE INITIAL	LAST	COMMITTEE AND/OR CATEGORY APPLYING FOR:
Amelia S Richmond			Parks & Recreation Commission

RESIDENCE: STREET ADDRESS CITY STATE ZIP CODE

[redacted]

CITY STATE ZIP CODE

RESIDENCY: (Please select one)

CITY RESIDENT ☑ EL DORADO COUNTY RESIDENT ☐ DOUGLAS COUNTY RESIDENT ☐ STATE OF NEVADA RESIDENT ☐

PHONE NUMBER(S): RESIDENCE: BUSINESS: EMAIL ADDRESS:

[redacted]

EMPLOYER:

Novus Select, 1111 Ski Run Blvd, South Lake Tahoe, CA 96150 wwww.novusselect.com

EDUCATION/EXPERIENCE:

I work as a producer for a local commercial production company. Previously, I was a PR pro with 7 years experience in the travel & tourism industry. I hold a BA.

PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:

I volunteer as a Court Appointed Special Advocate (CASA) for El Dorado Country and am a member of the South Lake Tahoe Democrats Club.

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?

I see the responsibilities of this commission to review and advise proposed policies relating to parks and recreation within the City.

If appointed, I hope to help expand equitable access our local recreation, build community, and preserve our local resources for all to use.

Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?

YES ☑ NO ☐

Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:

N/A

If appointed to the Airport Land Use Commission, Planning Commission Building Board of Appeals, Parks & Recreation Commission, Arts, Culture and Tourism Commission or Independent Citizens' Oversight Commitee, you will be required by the State of California Fair Political Practices Commission to file a Conflict of Interest Statement with the City Clerk. Will you be willing to comply with this requirement?

YES ☑ NO ☐

CERTIFICATE OF APPLICANT:

I certify that all statements made in this application are true and complete. I understand that any false statement or omission of material facts will subject me to disqualification or dismissal.

[redacted]

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EXPANDED ANSWERS TO PARKS & REC COMMISSION APPLICATION QUESTIONS

Amelia S Richmond
[redacted]

EDUCATION/EXPERIENCE:

I currently work as a producer for a local production company on Ski Run Blvd, managing the budgets and logistics for commercial photo and video shoots. Our company is based locally, but we work internationally with production budgets typically ranging from $50,000-$750,000.

Prior to my work in production, I was a PR professional with 7 years experience in the travel and tourism industry, including 5 years overseeing the communications for the resorts now known as Palisades Tahoe.

I hold a BA from Davidson College.

PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:

I am currently a volunteer Court Appointed Special Advocate (CASA) for El Dorado County and a member of the South Lake Tahoe Democrats Club. Prior to moving to South Lake Tahoe in 2011, I was involved with organizations on the North Shore, including the Tahoe Nordic Search & Rescue Team and an occasional contributor to local newspapers.

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?

I see the responsibilities of the Parks & Rec Commission to review and advise proposed policies relating to parks and recreation within the city, to advise the City Council concerning ongoing or proposed parks and recreation programs, and to review and recommend capital improvement projects in parks and recreation facilities within the city.

I also see it as the Commission's responsibility to be familiar with the city's Master Plan and ensure current and future parks and recreation programs and facilities are in alignment and working towards the overarching goals of the city's Master Plan.

If appointed, I hope to help continue to expand equitable access our local parks and recreation programs and facilities, and to use both the programs and facilities to build and strengthen the community.

Additionally, I would like to consider our parks and rec programs and facilities through the lens of sustainable tourism management - looking at how to protect and fortify the most highly trafficked areas while improving and increasing access to underused areas, with the goal of expanding community access, protecting local resources and improving the visitor experience.

CITY OF SOUTH LAKE TAHOE

VOLUNTEER COMMISSION/BOARD MEMBER APPLICATION

Please Legibly Print or Type

NAME: FIRST	MIDDLE INITIAL	LAST	COMMITTEE AND/OR CATEGORY APPLYING FOR:
Kira F. Smith			Parks and Recreation Commission

RESIDENCE: STREET ADDRESS CITY STATE ZIP CODE

[redacted]

CITY STATE ZIP CODE

RESIDENCY: (Please select one)
CITY RESIDENT ☑ EL DORADO COUNTY RESIDENT ☐ DOUGLAS COUNTY RESIDENT ☐ STATE OF NEVADA RESIDENT ☐

PHONE NUMBER(S): RESIDENCE: BUSINESS: EMAIL ADDRESS:

[redacted]

EMPLOYER:
Tahoe Regional Planning Agency

EDUCATION/EXPERIENCE:

B.A. Geography & Environmental Studies, UCLA Class of 2016. TRPA Transportation Planner 2017 - Present.

PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:

Vice President for the Lake Tahoe Bicycle Coalition. Current Parks & Rec Commissioner.

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?

I look forward to helping advise the committee on parks projects for the City, especially the new recreation center.

I'm looking forward to continue leading the recreation and equitable access subcommittee and working with Parks & Rec staff.

Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?
YES ☑ NO ☐

Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:
There may be conflicts with work occasionally.

If appointed to the Airport Commission, Planning Commission or Building Board of Appeals Commission, you will be required by the State of California Fair Political Practices Commission to file a Conflict of Interest Statement with the City Clerk. Will you be willing to comply with this requirement? YES ☑ NO ☐

CERTIFICATE OF APPLICANT:
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[redacted]

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CITY OF SOUTH LAKE TAHOE
VOLUNTEER COMMISSION/BOARD MEMBER APPLICATION

Please Legibly Print or Type

NAME: FIRST	MIDDLE INITIAL	LAST	COMMITTEE AND/OR CATEGORY APPLYING FOR:
Michael	Kevin	Lewis	Parks and Recreation Commission

RESIDENCE: STREET ADDRESS CITY STATE ZIP CODE

[redacted]

MAILING ADDRESS: P.O. BOX CITY STATE ZIP CODE

RESIDENCY: (Please select one)
CITY RESIDENT EL DORADO COUNTY RESIDENT X DOUGLAS COUNTY RESIDENT STATE OF NEVADA RESIDENT

PHONE NUMBER(S): RESIDENCE: BUSINESS: EMAIL ADDRESS:

[redacted]

EMPLOYER:
Tahoe Ice and Entertainment

EDUCATION/EXPERIENCE:
College Graduate / Do not possess any prior experience in Parks and Recreation

PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:

N/A

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?
In my opinion, the responsibilities of this committee are to establish short and long term goals that help promote recreation to the local community as well as outside tourism. Community outreach is essential to creating initiatives that strike a balance in meeting the goals of the city and the needs of the community.

Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?
YES NO X

Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:

If appointed to the Airport Land Use Commission, Planning Commission, Building Board of Appeals, Parks & Recreation Commission, Arts, Culture and Tourism Commission or Independent Citizens' Oversight Committee, you will be required by the State of California Fair Political Practices Commission to file a Conflict of Interest Statement with the City Clerk. Will you be willing to comply with this requirement?

YES X NO

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[redacted]

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CITY OF SOUTH LAKE TAHOE

VOLUNTEER COMMISSION/BOARD MEMBER APPLICATION

Please Legibly Print or Type

NAME: FIRST	MIDDLE INITIAL	LAST	COMMITTEE AND/OR CATEGORY APPLYING FOR:
Tom	H.	Davis	Police Advisory Comm

RESIDENCE: STREET ADDRESS CITY STATE ZIP CODE

[redacted]

RESIDENCY: (Please select one)

CITY RESIDENT ☐ EL DORADO COUNTY RESIDENT ☐ DOUGLAS COUNTY RESIDENT ☐ STATE OF NEVADA RESIDENT ☐

PHONE NUMBER(S): RESIDENCE: BUSINESS: EMAIL ADDRESS:

[redacted]

EMPLOYER:

Retired

EDUCATION/EXPERIENCE:

Grossmont College, San Diego State

PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:

Former City Council, Former Mayor City of South Lake Tahoe, currently on the Police Advisory Comm

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?

To help the Police Dept Communicate with our community, and our citizens to have a way to see what our Police Dept does

Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?

YES ☒ NO ☐

Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:

None

If appointed to the Airport Land Use Commission, Planning Commission, Building Board of Appeals, Parks & Recreation Commission, Arts, Culture and Tourism Commission or Independent Citizens' Oversight Committee, you will be required by the State of California Fair Political Practices Commission to file a Conflict of Interest Statement with the City Clerk. Will you be willing to comply with this requirement?

YES ☒ NO ☐

CERTIFICATE OF APPLICANT:

I certify that all statements made in this application are true and complete. I understand that any false statement or

[redacted]

RECEIVED

DEC 22 2022

City of South Lake Tahoe
Office of the City Clerk

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CITY OF SOUTH LAKE TAHOE

VOLUNTEER **COMMISSION/BOARD MEMBER APPLICATION**

Please Legibly Print or Type

NAME: FIRST MIDDLE INITIAL LAST COMMITTEE AND/OR CATEGORY APPLYING FOR:
Erika E Gonzalez (Police Advisory Committee)

RESIDENCE: STREET ADDRESS CITY STATE ZIP CODE

[redacted]

CITY STATE ZIP CODE

RESIDENCY: (Please select one)
CITY RESIDENT ☑ EL DORADO COUNTY RESIDENT ☐ DOUGLAS COUNTY RESIDENT ☐ STATE OF NEVADA RESIDENT ☐

PHONE NUMBER(S): RESIDENCE: BUSINESS: EMAIL ADDRESS:

[redacted]

EMPLOYER:
CAST (Coalition to Abolish Slavery and Trafficking), Training and Technical Assistance Managing Attorney

EDUCATION/EXPERIENCE:

University of California, Berkeley 2007, University of the Pacific, McGeorge School of Law 2012

PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:

Multicultural Alliance

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?

I hope to continue the work we did with the first commission and propose recommendations that would be helpful to the City.

I believe that our work with the commission was delayed due to the pandemic and learning how to navigate the decorum of the commissions.

Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?
YES ☑ NO ☐

Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:
N/A

If appointed to the Airport Land Use Commission, Planning Commission Building Board of Appeals, Parks & Recreation Commission, Arts, Culture and Tourism Commission or Independent Citizens' Oversight Commitee, you will be required by the State of California Fair Political Practices Commission to file a Conflict of Interest Statement with the City Clerk. Will you be willing to comply with this requirement?

YES ☑ NO ☐

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CITY OF SOUTH LAKE TAHOE
VOLUNTEER COMMISSION/BOARD MEMBER APPLICATION

Please Legibly Print or Type

NAME: FIRST	MIDDLE INITIAL	LAST	COMMITTEE AND/OR CATEGORY APPLYING FOR:
Alberto	F	Manfredi	Police Advisory Commission

RESIDENCE: STREET ADDRESS CITY STATE ZIP CODE

[redacted]

RESIDENCY: (Please select one)
CITY RESIDENT [✓] EL DORADO COUNTY RESIDENT [ ] DOUGLAS COUNTY RESIDENT [ ] STATE OF NEVADA RESIDENT [ ]

PHONE NUMBER(S): RESIDENCE: BUSINESS: EMAIL ADDRESS:

[redacted]

EMPLOYER:
Retired - Intelligence Officer

EDUCATION/EXPERIENCE:

Ph.D. Student, M.B.A., B.S. Criminal Justice / Please refer to my attached resume for my education and experience.

PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:

PAST: CA Court Appointed Child Advocate, Marine Corps League, Veteran of Foreign Wars,

Summer 2022: Lake Tahoe Wildlife Center

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?

To provide recommendations and assistance to the Police Department with policies, processors, training, and community relations.

Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?
YES [ ] NO [✓]

Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:
None

If appointed to the Airport Land Use Commission, Planning Commission Building Board of Appeals, Parks & Recreation Commission, Arts, Culture and Tourism Commission or Independent Citizens' Oversight Commitee, you will be required by the State of California Fair Political Practices Commission to file a Conflict of Interest Statement with the City Clerk. Will you be willing to comply with this requirement?

YES [✓] NO [ ]

CERTIFICATE OF APPLICANT:
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[redacted]

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RECEIVED
DEC - 8 2022
City of South Lake Tahoe
Office of the City Clerk

Alberto Fernando Manfredi

[redacted]

Summary

As an executive life coach and consultant, I enjoy helping others create positive change in their lives by educating them to communicate effectively, resolve conflict, lead successfully, and manage stress. I have been teaching and delivering soft skills methods for over thirty years within the military, government, and as a coach. I have an M.B.A. and an ICF Evidence-Based Coaching Certification from Fielding Graduate University. I am obtaining my Ph.D. in Human Development and an M.A. in Organizational Development and Leadership.

Education

2023

Doctor of Philosophy in Human Development

Fielding Graduate University, Santa Barbara, CA.

My dissertation research is to develop a new theory in which positive reinforcement, building resiliency, and leadership development are created by coaching and mentoring veterans, military members, and first responders. I will conduct a two-stage qualitative and quantitative research method with Military Counterintelligence Operators, U.S. Marine Raiders, and U.S. Navy Seals. Stage one of the study will measure the levels of Post-Traumatic Stress Disorder (PTSD) participants have while categorizing their PTSD levels into different stages. Once the stages are established, I will conduct the second stage of the study by introducing a somatic coaching and mentoring approach with the participants, which involves positive reinforcement, soft skill development, and building resiliency. The research aims to prove that my theory will help mitigate the effects of PTSD one has to cope with while still being a productive member of society and help minimize the suicide rates among veterans, military members, and first responders.

2023

Master of Arts in Organizational Development & Leadership/

Fielding Graduate University, Santa Barbara, CA.

2022

Master of Biasness Administration /

Columbia Southern University, Orange Beach, AL.

2021

Evidence-Based Coaching Certification /

Fielding Graduate University, Santa Barbara, CA.

2009

Bachelor of Science in Criminal Justice Admin /
Columbia Southern University, Orange Beach, AL.

- Major in Criminal Justice

2009

Associate of Applied Science in Criminal Justice Admin /
Columbia Southern University, Orange Beach, AL.

- Major in Criminal Justice

Skills

- Information Technology
- Strategic Planning
- Executive and Life Coaching
- Leadership and career development
- Mentoring and counseling
- Motivational and public speaking
- Strategic Thinking
- Fluent in Spanish
- Strategic Partnerships
- International collaboration and consulting
- Investor Relations
- Relationship Building
- Problem Solving
- Subject Matter Expert on Interrogation, Counterintelligence, and Special Operations Capabilities
- Community Relation

Experience

OCTOBER 2019 – PRESENT

Founder & CEO /
Fernando Manfredi, LLC.

- Executive and Life Coach Consulting.
- Manage a team of executive coaches with locations in the United States and Europe.
- Coach executives to enhance communication, interpersonal, time management, stress management skills, and work-life balance.
- Executive and career development coaching for both corporate and individual clients.
- Motivational/public speaker and seminar/workshop facilitator.
- Develop and implement client-specific training to improve productivity and balance.

MARCH 2014 – OCTOBER 2019

Business Owner /
Gunny's Call Ink, Virginia Beach, VA

- Silk Screen Printing Company.
- Develop critical approaches to strategic development and marketing start-up efforts.
- Work closely with non-profit and military organizations on the distribution of the donated t-shirt.
- Oversee all levels of finance, sales, production, and donations.

JUME 2008 – APRIL 2014

Intelligence Officer /

U.S. Army (Retired)

- U.S. Joint Forces Command, Joint Intelligence Operation Center (JIOC), 1st Lieutenant, 35D, All-Source Intelligence Officer.
- Collect and fuse HUMINT, IMINT, SIGINT, GEOINT, and OSINT intelligence into products on various trends and activities.
- Produce pattern analysis on insurgent command structure, financial activities, threat activity levels, Improvised Explosive Devises (IEDs) usage, and demographic and political/hierarchical dynamics of the Area of Interest (AOI).
- Products are presented and delivered in several formats, PowerPoint presentations, a Mission Report (MISREP), Intelligence Summary (NTSUM) or Mission Summary (MISSUM), Pre-Mission Briefings, Threat Briefings, or also used for training purposes.
- Subject Matter Expert (SME) in the areas of CI/HUMINT-Interrogation, military training, military decision-making processes (MDMP), constructive battalion and brigade staff training methodologies, and valuable training observer controller/trainer techniques.
- Manage, develop, and institute a curriculum on continuous educational training to officers and enlisted personnel for the Army Interrogation Course.
- Provided training, evaluation, and assistance to students and instructors.
- Responsible for customer satisfaction (cost, schedule, performance).

AUGUST 2010 – AUGUST 2011

Intelligence Officer / NATO /
Interrogation-CI/HUMINT SME

U.S. Defense Intelligence Agency (DIA)

- DIA International Division – HUMINT/Interrogator, Washington, D.C.
- U.S. Joint Forces Command (USJFCOM) Norfolk, VA.
- Supported multi-national HUMINT training by teaming with USEUCOM J2X to teach and mentoring to the CJ2X Courses held at the NATO School in Oberammergau, Germany.
- Spearheaded an initiative to deliver the first CJ2X Course in CONUS for U.S. and Canadian J2X personnel at Interrogation-CI/HUMINT Subject Matter Expert (SME).
- Developed a certified CJ2X course at Norfolk, VA., in conjunction with the NATO School in Oberammergau, Germany, and Army G2.
- The course encompasses NATO CJ2X organization, operation, procedures, and staff function, combining HUMINT, CI, and Security (S.Y.) expertise and CIDNE.
- Constructed a CJ2X Mobil Training Team to conduct the CJ2X training for deploying units.
- Instructed NATO and national staff members on NATO CJ2X organization, operation, procedures, staff function, and combining HUMINT, CI, and Security expertise for the CJ2X Course at the NATO School in Oberammergau, Germany.
- Prepared and instructed CI and HUMINT-trained personnel to operate as members of a J2X.
- Instruct individuals on J2X, planning, tasking, management, coordinating, synchronization, and de-confliction of all CI and HUMINT operations in a joint operational environment.
- Wrote and presented briefings and reports based on intelligence findings.
- Triaged threat levels and reported to commanders.
- Collected information from various communications and analyzed it for meaningful information.
- Developed and distributed intelligence products focused on field operations.
- Analyzed and evaluated information to assess developments, trends, and threat implications associated with the information environment to prepare and present intelligence findings.
- Contributed to the development of intelligence operations (I.O.) doctrine and policy.
- Supported operational planning and execution of intelligence operations (I.O.) and military information support operations (MISO).
- Obtained detailed information about enemy strengths, troop movements, and group activities.

NOVEMBER 2009 – AUGUST 2010

Intelligence Instructor /

General Dynamics, Norfolk, VA

U.S. Defense Intelligence Agency (DIA)

- Worked closely with the USJFCOM director for intelligence (J2) to develop and integrate joint intelligence solutions to warfighting commanders through direct support in the planning and execution of joint exercises.
- Coordinated with national agencies in gathering intelligence data and products to satisfy exercise training objectives.
- Provided instruction on the management and production of J2X CI/HUMINT intelligence training products in coordination with other exercise branch elements, external agencies, trusted agent exercise participants, and planners.
- Coordinated with national-level intelligence agencies in the collection of intelligence data.
- Conducted CI/HUMINT support cell for MRX to deploying units.
- Worked with storyline owners to create MSEL injects into JMSEL for MRX's.
- Replicated tactical SPOT reports, intelligence information reports (IIR), and tactical interrogation reports (TIR) for the training audience during the MRX exercise.
- Used HOT-R and other reporting systems to create a steady-state white noise report for the training audience in support of the MSEL storylines.
- Worked closely with other agencies to create a realistic training environment before deploying to their Area of Operation (AOR).

AUGUST 2007 – JUNE 2008

Consultant /

Self-Employed, Sierra Vista, AZ

- Developed a course curriculum on intelligence-gathering tactics.
- Developed a standardized questioning guide that all U.S. military forces can use.
- Developed interrogation and counterintelligence lesson plans.

AUGUST 2006 – JUNE 2007

Senior Lead Intelligence Instructor /

Harding Security Associate, Fort Huachuca, AZ

- HUMINT/Interrogator Senior Instructor for the Army Interrogation Course.
- Managed and trained a team of instructors.
- Conducted platform instruction to students and instructors.
- Provided training, evaluation, and assistance to students and instructors.
- Conducted labor performance reviews.
- Responsible for customer satisfaction (cost, schedule, performance).
- Possessed authority for approving personnel matters, including hiring and terminations, customer invoices, and direct tasking of direct labor workforce
- Designed effective lesson plans focused on literature and writing learning goals for military-level classes.
- Create teaching tools and resources to use in the classroom.

SEPTEMBER 2001 – OCTOBER 2006

Business Owner /

Semper Fi Inc., Folsom, CA

- Established and managed a company specializing in government procurement with all government agencies, including DOD (all levels), DSCC, DSCR, DSCP, and all Military branches.
- Established and grew a new customer base with government agencies.
- Developed and maintained relationships with business, military, and government representatives.
- Established new reseller and vendor partnership agreements for government contracts.
- Produced over $5 million of annual government sales.
- Established processes to analyze and streamline floor production.

NOVEMBER 2003 – JULY 2005

Reserve Police Officer /

Wheatland Police Department, Wheatland, CA

- Maintained regular patrols and responded to calls for service.
- Directed traffic at the scene of fires or other hazards, investigated burglaries, etc.
- Provided first aid to accident victims.
- Enforced traffic laws and provided community policing.
- Identified, pursued, and arrested suspected criminals.
- Resolved problems within the community.

JULY 2003 – JULY 2004

Interrogator/Counterintelligence Team Chief /

U.S. Marine Corps Reserve, Camp Pendleton, CA (Retired)

- Gunnery Sergeant - CI/HUMINT-INTERROGATOR Team Chief
- J2X trainer and CI/HUMINT- Interrogation- SME integrated with the Joint Forces Intelligence School (JFIS) supporting the USJFCOM joint force-training mission.
- Determining course content and student learning objectives, preparing course syllabi, lesson plans, and student manuals.
- MAGTF CI/HUMINT Role Player/Instructor at Navy-Marine Corps Intelligence Training Center (NMITC) Dam Neck, VA; Ensured the students received the best and most realistic training to prepare them for deployments in support of the Global War on Terrorism.
- Delivered interrogation-related instruction to CI/HUMINT students.
- Instructed members of the 1st HUMINT Company, 1st Intelligence Battalion at Camp Pendleton on interrogation/debriefing/screening techniques, military/field skills, enemy prisoner of war handling and interrogation practical application; HUMINT report writing in support of Operation Iraqi Freedom and Global War on Terrorism.
- Maintained, mentored, and taught interrogator skills through participation in regular periods of instruction and practical application, including Interrogation/Debriefing/Screening techniques; military/field skills, enemy prisoner of war handling and interrogation practical application; HUMINT report writing.
- Instructed trainees in interrogation and debriefing.

JANUARY 2003 – JULY 2003

Interrogator/Counterintelligence Team Chief /

U.S. Marine Corps, Iraq

- Gunnery Sergeant - HET-12 CI/HUMINT- INTERROGATOR TEAM, Team Chief - Operation Iraqi Enduring Freedom and Operation Iraqi Freedom.
- Prepared and delivered instruction on CI/HUMINT support, anti-terrorism/force protection and briefs, threat assessment procedures, enemy prisoner of war training, and country/area studies.
- Conducted counterintelligence, human intelligence operations, counter surveillance, threat vulnerability assessments, interrogations, and debriefs.
- Successfully employed Arabic interpreters for interrogations.
- Conducted interrogations of Iraqi enemy prisoners of war and debriefed Iraqi civilians.
- Operated as part of the British Joint Field Interrogation Team and interrogated many high-level enemy prisoners of war.
- Acquiring knowledge of the location of American POWs.
- Briefed President Bush upon his request through higher channels on the current situation of interrogation tactics used during the push to Baghdad of the OIF I operation.

SEPTEMBER 2002 – JANUARY 2003

Interrogator/Counterintelligence Sub-Team Chief /

U.S. Marine Corps Reserve, Camp Pendleton, CA (Retired)

- Gunnery Sergeant - CI/HUMINT-INTERROGATOR Sub-Team Chief
- Operation Iraqi Enduring Freedom and Operation Iraqi Freedom deployment preparation.
- Prepared, trained, and briefed elements of the 1st Marine Division on area studies of Iraq and terrorist groups.
- Ensured all logistical equipment and materials were deployable in support of Operation Enduring Freedom.
- Conducted briefings and open discussions on Iraqi customs and courtesy, greetings, social interaction, cultural consideration, and hand gestures.

SEPTEMBER 1991 – SEPTEMBER 2002

Interrogator - Translator Team Commander /

U.S. Marine Corps Reserve, Alameda, CA

- Gunnery Sergeant - 30th Interrogator - Translator Team Commander.
- Collected information/intelligence from human sources through interrogation, debriefing, and screening.
- Disseminated tactical HUMINT to MAGTF customers promptly via written reports and briefings.
- Served as a Spanish language expert and maintained expertise with Spanish-speaking countries, including the people's customs and traditions.
- Instructed trainees in interrogation and debriefing.
- Provided Security Force Protection in support of USSOUTHCOM exercise "Cabanas 2000" in Argentina.
- Served as a personal security advisor and provided protection for General Peter Pace (Commanding General of USSOUTHCOM) during "Cabanas 2000".
- Responsible for coordinating all CI and HUMINT activities in Argentina that resulted in acquiring information about two possible terrorists in the area during "Cabanas 2000".
- Served as liaison between Argentina's military and Counterintelligence office and the USSOUTHCOM Commanders and Counterintelligence Support team.
- Served as Instructor and Interrogator Role player at Navy-Marine Corps Intelligence Training Center (NMITC) Dam Neck EPW Course.

SEPTEMBER 1983 – SEPTEMBER 2001

Director of Manufacturing /

Avanti Manufacturing, Santa Clara, CA

- Responsible for efficient operations at all levels of manufacturing.
- Managed multi-functional production departments, including guiding subordinates to help them achieve goals and meet objectives.
- Managed all purchasing, inventory control, material planning/control, manufacturing, estimating, facilities maintenance, safety inspection issues, and training.
- Established and implemented material, equipment, and workforce resource requirements, programs to increase awareness of safety and hazard mitigation techniques, educational training, and certification programs.
- Strategized long-term business needs and applied customer feedback for process improvements.
- Oversaw effective use of all department resources to maximize efficiency and achieve production targets.
- Cut costs by 40% by streamlining processes and sourcing materials efficiently.
- Managed all areas of manufacturing, safety, inventory control, and process implementation.
- Negotiated deals for materials with suppliers to stay within budgeted costs.

SEPTEMBER 1988 – SEPTEMBER 1991

Force Recon /

U.S. Marine Corps Reserve, Reno, NV

- Staff Sergeant, Force Recon Company.
- Conducted surveillance and rescue operations while assisting in gathering intelligence information.
- Conducted amphibious and deep-ground surveillance.
- Trained in conducting 'limited scale raids,' including gas and oil platform raids, Military Interdiction Operations, the capture of specific personnel or sensitive materials, and Hostage/Prisoner of War rescue.
- Evaluated and improved marines' performance based on outlined targets.
- Rigger / Para-loft Chief.

APRIL 1982 – MAY 2088

Air Delivery Specialist /

U.S. Marine Corps Reserve, San Jose, CA

- PFC/Sergeant - Air Delivery Company.
- Served as parachute rigger supervisor.
- Trained riggers on advanced-level rigging techniques.
- Led different training simulations to prepare teams for combat and emergencies.

Military and Government Education

- Peace Officer Standards and Training, California Police Officer Academy, Yuba City, CA
- NATO CJ2X - Joint Coalition Intelligence & CI, NATO School of Intelligence, Oberammergau, GER
- Military Intelligence Officer Course, U.S. Army Intelligence School, Ft Huachuca, AZ
- Spanish Language, Defense Language Institute, Monterey CA
- Survival Evasion Resistance and Escape (SERE), U.S. Navy/Maine Corps SERE School, Brunswick, ME
- Interrogation - Enemy Prisoner of War (EPW), Navy-Marine Corps Intelligence Training Center, Dam Neck, VA
- MAGTF Instructor, Interrogator / Counterintelligence, Human Intelligence (CI/HUMINT) – Navy-Marine Corps Intelligence Training Center, Dam Neck, VA
- Instructor Training Course, U.S. Army Intelligence School, Ft Huachuca, AZ
- Airlift Planners Course, U.S. Air Force, San Jose, CA
- Airdrop Load Inspector Course, U.S. Army Quartermaster School, Fort Lee, VA
- Parachute Rigger Course, U.S. Army Quartermaster School, Fort Lee, VA
- Airborne School, U.S. Army Jump School, Fort Benning, GA
- Field Radio Operator Course, U.S. Marine Corps, Camp Pendleton, CA
- Conflict Management and Negotiation Course (JKO)
- Homeland Security and Defense Course (JKO)
- Law of Armed Conflict Course (JKO)
- Combating Terrorism and Illegal Trafficking Course (JKO)
- NATO Introduction to Hague and Geneva Law Course (ADL)
- NATO Combined Joint Task Force (CJTF) training Modules Course (ADL)
- NATO Defense against Terrorism Course (ADL)

Security Clearance (Retired)

- TOP SECRET - SCI - Poly / NATO

CITY OF SOUTH LAKE TAHOE

VOLUNTEER COMMISSION/BOARD MEMBER APPLICATION

Please Legibly Print or Type

NAME: FIRST MIDDLE INITIAL LAST — COMMITTEE AND/OR CATEGORY APPLYING FOR:
Ayana Morali - Police Commission

RESIDENCE: STREET ADDRESS CITY STATE ZIP CODE
[redacted]

STATE ZIP CODE

RESIDENCY: (Please select one)
CITY RESIDENT ☑ EL DORADO COUNTY RESIDENT ☐ DOUGLAS COUNTY RESIDENT ☐ STATE OF NEVADA RESIDENT ☐

PHONE NUMBER(S): RESIDENCE: BUSINESS: EMAIL ADDRESS:
[redacted]

EMPLOYER:
The Points Guy, Red Ventures

EDUCATION/EXPERIENCE:

The George Washington University: B.A. - Political Communication, B.A. Electronic Media. Peabody-winning journalist for nearly 20 years at ABC, Reuters, CNN, McClatchy, Slate covering a variety of topics including policing.

PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:

Police Commission Vice Chair, 2022

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?

Transparency + efficacy. I'm hoping in 2023 to establish process and expectations around reports from the commission submitted to the city that will encourage better information flows/feedback loops from locals to the police department.

Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?
YES ☑ NO ☐

Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:
None that I'm aware of

If appointed to the Airport Land Use Commission, Planning Commission Building Board of Appeals, Parks & Recreation Commission, Arts, Culture and Tourism Commission or Independent Citizens' Oversight Commitee, you will be required by the State of California Fair Political Practices Commission to file a Conflict of Interest Statement with the City Clerk. Will you be willing to comply with this requirement?

YES ☑ NO ☐

CERTIFICATE OF APPLICANT:
I certify that all statements made in this application are true and complete. I understand that any false statement or omission of material facts will subject me to disqualification or dismissal.

[redacted]

Please note that the information provided on this application, including address, phone number and email address will become a matter of public record.

WHEN COMPLETED RETURN FORM
TO: Office of the City Clerk
Attn: Susan Blankenship - City Clerk
1901 Lisa Maloff Way, Ste 206
South Lake Tahoe, CA 96150-6324
PH: (530) 542-6005
sblankenship@cityofslt.us

CITY OF SOUTH LAKE TAHOE

VOLUNTEER COMMISSION/BOARD MEMBER APPLICATION

Please Legibly Print or Type

NAME: FIRST	MIDDLE INITIAL	LAST	COMMITTEE AND/OR CATEGORY APPLYING FOR:
Amy	C	Tueckes	Police Advisory Commission

RESIDENCE: STREET ADDRESS	CITY	STATE	ZIP CODE
[redacted]		CA	96150
		STATE	ZIP CODE

RESIDENCY: (Please select one)
CITY RESIDENT ☑ EL DORADO COUNTY RESIDENT ☐ DOUGLAS COUNTY RESIDENT ☐ STATE OF NEVADA RESIDENT ☐

PHONE NUMBER(S): RESIDENCE: BUSINESS: EMAIL ADDRESS:
[redacted]

EMPLOYER:
Fidelity National Financial

EDUCATION/EXPERIENCE:

PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?

Proactively develop solutions to the immediate underlying conditions raised by the commission. I hope to improve community conditions and support the local police in identifying major factors of police stress that can be addressed through said local community.

Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?
YES ☐ NO ☑

Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:

If appointed to the Airport Land Use Commission, Planning Commission Building Board of Appeals, Parks & Recreation Commission, Arts, Culture and Tourism Commission or Independent Citizens' Oversight Commitee, you will be required by the State of California Fair Political Practices Commission to file a Conflict of Interest Statement with the City Clerk. Will you be willing to comply with this requirement?

YES ☑ NO ☐

CERTIFICATE OF APPLICANT:
I certify that all statements made in this application are true and complete. I understand that any false statement or [redacted]

[redacted]

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CITY OF SOUTH LAKE TAHOE
VOLUNTEER COMMISSION/BOARD MEMBER APPLICATION

Please Legibly Print or Type

NAME: FIRST	MIDDLE INITIAL	LAST	COMMITTEE AND/OR CATEGORY APPLYING FOR:
Seth	A	Howard	Planning Commission

RESIDENCE: STREET ADDRESS [redacted]

RESIDENCY: (Please select one)
CITY RESIDENT ☑ EL DORADO COUNTY RESIDENT ☐ DOUGLAS COUNTY RESIDENT ☐ STATE OF NEVADA RESIDENT ☐

PHONE NUMBER(S): RESIDENCE: [redacted] BUSINESS: [redacted] EMAIL ADDRESS [redacted]

EMPLOYER:
Northern California Carpenters Regional Council

EDUCATION/EXPERIENCE:

One year college (University of Arizona), 4 year N.J. carpenters union aprenticeship, Lic General Contractor (Lic. currently inactive)

PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:

Member of Carpenters Local 1789, applied for the building board of apeals, worked on various public work projects in SLT and surronding areas.

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?

Acts as an advisory board to the City Council. Helps the city make informed decissions about building in South Lake Tahoe.

If apointed I hope to use my nearly 30 years of carpentry / contracting experience to assist the city on issues that may arise in the building process.

Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?
YES ☑ NO ☐

Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:

If appointed to the Airport Commission, Planning Commission or Building Board of Appeals Commission, you will be required by the State of California Fair Political Practices Commission to file a Conflict of Interest Statement with the City Clerk. Will you be willing to comply with this requirement? YES ☑ NO ☐

CERTIFICATE OF APPLICANT:
I certify that all statements made in this application are true and complete. I understand that any false statement or [redacted]

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CITY OF SOUTH LAKE TAHOE

VOLUNTEER COMMISSION/BOARD MEMBER APPLICATION

Please Legibly Print or Type

NAME: FIRST	MIDDLE INITIAL	LAST	COMMITTEE AND/OR CATEGORY APPLYING FOR:
DAVID	M.	JINKENS	CITY PLANNING COMMISSION

RESIDENCE: STREET ADDRESS CITY STATE ZIP CODE [redacted]

MAILING ADDR [redacted]

RESIDENCY: (Please select one)
CITY RESIDENT [✔] EL DORADO COUNTY RESIDENT [ ] DOUGLAS COUNTY RESIDENT [ ] STATE OF NEVADA RESIDENT [ ]

PHONE NUMBER(S): RESIDENCE: BUSINESS: EMAIL ADDRESS: [redacted]

EMPLOYER:
Retired public sector employee

EDUCATION/EXPERIENCE:

MPA (UCLA), A.B. Political Science (UC, Berkeley), Executive Leadership Certificate, UVA

PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:

Past President, Rotary Club of South Lake Tahoe, (current member), Past Board Member and current Member, South Tahoe Chamber of Commerce,.

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?

The planning commission's main goal is to ensure that the General Plan and the policies contained in its elements are followed.

The City's General Plan is the "constitution" for all development under State Law.

Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?
YES [✔] NO [ ]

Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:
None

If appointed to the Airport Land Use Commission, Planning Commission Building Board of Appeals, Parks & Recreation Commission, Arts, Culture and Tourism Commission or Independent Citizens' Oversight Commitee, you will be required by the State of California Fair Political Practices Commission to file a Conflict of Interest Statement with the City Clerk. Will you be willing to comply with this requirement?

YES [✔] NO [ ]

CERTIFICATE OF APPLICANT:
I certify that all statements made in this application are true and complete. I understand that any false statement or [redacted] me a matter of public record.

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sblankenship@cityofslt.us

RECEIVED

DEC - 9 2022

City of South Lake Tahoe
Office of the City Clerk

September 9, 2022

Honorable Mayor and Council Members
City of South Lake Tahoe
1901 Maloff Way
South Lake Tahoe, CA 96150

c/o: City Clerk, Ms. Blankenship

RE: REQUEST FOR AN APPOINTMENT TO THE CITY PLANNING COMMISSION

Honorable Members of the City Council:

I am writing to request your support for my appointment to the City Planning Commission. I understand that three seats on the Commission are up for appointment.

As a retired public sector chief executive, I have the time and will make the effort to serve as a member of the Planning and use my 35 years of city management experience to assist the Commission and staff in the discharge of their duties. I will work collaboratively with other commission members and always keep the interests of the community first in my mind.

The Planning Commission is a vitally important body that cities are required to have under State law to review and consider land use matters brought before it and to inform and advise the city council on matters relating to the implementation of goals and policies in the General Plan. The Planning Commission is the key advisor to the City Council on land use and development matters.

I want the best for our City and all people who live here. I believe with my education and background in public policy and land use matters, experience in land use planning, general plan amendments, housing issues and policies and development, I will be a resource of value to the city council and commission. As a 20-year resident of South Lake Tahoe with direct experience working with regional agencies in the Tahoe Basin, I know how the city and region work together and understand the need for cooperation.

As mentioned in the attached City Application, I earned an MPA from UCLA with an emphasis in regional planning, an A, B. from U.C. Berkeley in Political Science with an emphasis in Spanish and Latin American studies, and I have attended many training seminars over the years in planning and policy matters through the League of California Cities.

I would appreciate your consideration in this regard, and I thank you for the opportunity to apply.

Respectfully,

[redacted]

Attachment

C: Susan Blankenship, City Clerk

CITY OF SOUTH LAKE TAHOE
VOLUNTEER COMMISSION/BOARD MEMBER APPLICATION

Please Legibly Print or Type

NAME: FIRST	MIDDLE INITIAL	LAST	COMMITTEE AND/OR CATEGORY APPLYING FOR:
Alberto	F	Manfredi	Planning Commission

RESIDENCE: STREET ADDRESS CITY STATE ZIP CODE

[redacted]

RESIDENCY: (Please select one)
CITY RESIDENT [✓] EL DORADO COUNTY RESIDENT [ ] DOUGLAS COUNTY RESIDENT [ ] STATE OF NEVADA RESIDENT [ ]

PHONE NUMBER(S): RESIDENCE: BUSINESS: EMAIL ADDRESS:

[redacted]

EMPLOYER:
Retired - Intelligence Officer

EDUCATION/EXPERIENCE:

Ph.D. Student, M.B.A., B.S. Criminal Justice / Please refer to my attached resume for my education and experience.

PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:

PAST: CA Court Appointed Child Advocate, Marine Corps League, Veteran of Foreign Wars,

Summer 2022: Lake Tahoe Wildlife Center

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?

To provide recommendations to the City and Counsel with Planning Commission on general plans, goals, policies, growth, development, infrastructure, zoning, financial, and base recommendation and decisions on the merits of the issues and being fair and impartial. Is appointed I will work cohesively with city staff and the community.

Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?
YES [ ] NO [✓]

Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:
None

If appointed to the Airport Land Use Commission, Planning Commission Building Board of Appeals, Parks & Recreation Commission, Arts, Culture and Tourism Commission or Independent Citizens' Oversight Commitee, you will be required by the State of California Fair Political Practices Commission to file a Conflict of Interest Statement with the City Clerk. Will you be willing to comply with this requirement?

YES [✓] NO [ ]

CERTIFICATE OF APPLICANT:

[redacted]

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RECEIVED
DEC - 8 2022
City of South Lake Tahoe
Office of the City Clerk

Alberto Fernando Manfredi

[redacted]

Summary

As an executive life coach and consultant, I enjoy helping others create positive change in their lives by educating them to communicate effectively, resolve conflict, lead successfully, and manage stress. I have been teaching and delivering soft skills methods for over thirty years within the military, government, and as a coach. I have an M.B.A. and an ICF Evidence-Based Coaching Certification from Fielding Graduate University. I am obtaining my Ph.D. in Human Development and an M.A. in Organizational Development and Leadership.

Education

2023

Doctor of Philosophy in Human Development

Fielding Graduate University, Santa Barbara, CA.

My dissertation research is to develop a new theory in which positive reinforcement, building resiliency, and leadership development are created by coaching and mentoring veterans, military members, and first responders. I will conduct a two-stage qualitative and quantitative research method with Military Counterintelligence Operators, U.S. Marine Raiders, and U.S. Navy Seals. Stage one of the study will measure the levels of Post-Traumatic Stress Disorder (PTSD) participants have while categorizing their PTSD levels into different stages. Once the stages are established, I will conduct the second stage of the study by introducing a somatic coaching and mentoring approach with the participants, which involves positive reinforcement, soft skill development, and building resiliency. The research aims to prove that my theory will help mitigate the effects of PTSD one has to cope with while still being a productive member of society and help minimize the suicide rates among veterans, military members, and first responders.

2023

Master of Arts in Organizational Development & Leadership/

Fielding Graduate University, Santa Barbara, CA.

2022

Master of Biasness Administration /

Columbia Southern University, Orange Beach, AL.

2021

Evidence-Based Coaching Certification /

Fielding Graduate University, Santa Barbara, CA.

2009

Bachelor of Science in Criminal Justice Admin /
Columbia Southern University, Orange Beach, AL.

- Major in Criminal Justice

2009

Associate of Applied Science in Criminal Justice Admin /
Columbia Southern University, Orange Beach, AL.

- Major in Criminal Justice

Skills

- Information Technology
- Strategic Planning
- Executive and Life Coaching
- Leadership and career development
- Mentoring and counseling
- Motivational and public speaking
- Strategic Thinking
- Fluent in Spanish
- Strategic Partnerships
- International collaboration and consulting
- Investor Relations
- Relationship Building
- Problem Solving
- Subject Matter Expert on Interrogation, Counterintelligence, and Special Operations Capabilities
- Community Relation

Experience

OCTOBER 2019 – PRESENT

Founder & CEO /
Fernando Manfredi, LLC.

- Executive and Life Coach Consulting.
- Manage a team of executive coaches with locations in the United States and Europe.
- Coach executives to enhance communication, interpersonal, time management, stress management skills, and work-life balance.
- Executive and career development coaching for both corporate and individual clients.
- Motivational/public speaker and seminar/workshop facilitator.
- Develop and implement client-specific training to improve productivity and balance.

MARCH 2014 – OCTOBER 2019

Business Owner /
Gunny's Call Ink, Virginia Beach, VA

- Silk Screen Printing Company.
- Develop critical approaches to strategic development and marketing start-up efforts.
- Work closely with non-profit and military organizations on the distribution of the donated t-shirt.
- Oversee all levels of finance, sales, production, and donations.

JUME 2008 – APRIL 2014

Intelligence Officer /

U.S. Army (Retired)

- U.S. Joint Forces Command, Joint Intelligence Operation Center (JIOC), 1st Lieutenant, 35D, All-Source Intelligence Officer.
- Collect and fuse HUMINT, IMINT, SIGINT, GEOINT, and OSINT intelligence into products on various trends and activities.
- Produce pattern analysis on insurgent command structure, financial activities, threat activity levels, Improvised Explosive Devises (IEDs) usage, and demographic and political/hierarchical dynamics of the Area of Interest (AOI).
- Products are presented and delivered in several formats, PowerPoint presentations, a Mission Report (MISREP), Intelligence Summary (NTSUM) or Mission Summary (MISSUM), Pre-Mission Briefings, Threat Briefings, or also used for training purposes.
- Subject Matter Expert (SME) in the areas of CI/HUMINT-Interrogation, military training, military decision-making processes (MDMP), constructive battalion and brigade staff training methodologies, and valuable training observer controller/trainer techniques.
- Manage, develop, and institute a curriculum on continuous educational training to officers and enlisted personnel for the Army Interrogation Course.
- Provided training, evaluation, and assistance to students and instructors.
- Responsible for customer satisfaction (cost, schedule, performance).

AUGUST 2010 – AUGUST 2011

Intelligence Officer / NATO /
Interrogation-CI/HUMINT SME

U.S. Defense Intelligence Agency (DIA)

- DIA International Division – HUMINT/Interrogator, Washington, D.C.
- U.S. Joint Forces Command (USJFCOM) Norfolk, VA.
- Supported multi-national HUMINT training by teaming with USEUCOM J2X to teach and mentoring to the CJ2X Courses held at the NATO School in Oberammergau, Germany.
- Spearheaded an initiative to deliver the first CJ2X Course in CONUS for U.S. and Canadian J2X personnel at Interrogation-CI/HUMINT Subject Matter Expert (SME).
- Developed a certified CJ2X course at Norfolk, VA., in conjunction with the NATO School in Oberammergau, Germany, and Army G2.
- The course encompasses NATO CJ2X organization, operation, procedures, and staff function, combining HUMINT, CI, and Security (S.Y.) expertise and CIDNE.
- Constructed a CJ2X Mobil Training Team to conduct the CJ2X training for deploying units.
- Instructed NATO and national staff members on NATO CJ2X organization, operation, procedures, staff function, and combining HUMINT, CI, and Security expertise for the CJ2X Course at the NATO School in Oberammergau, Germany.
- Prepared and instructed CI and HUMINT-trained personnel to operate as members of a J2X.
- Instruct individuals on J2X, planning, tasking, management, coordinating, synchronization, and de-confliction of all CI and HUMINT operations in a joint operational environment.
- Wrote and presented briefings and reports based on intelligence findings.
- Triaged threat levels and reported to commanders.
- Collected information from various communications and analyzed it for meaningful information.
- Developed and distributed intelligence products focused on field operations.
- Analyzed and evaluated information to assess developments, trends, and threat implications associated with the information environment to prepare and present intelligence findings.
- Contributed to the development of intelligence operations (I.O.) doctrine and policy.
- Supported operational planning and execution of intelligence operations (I.O.) and military information support operations (MISO).
- Obtained detailed information about enemy strengths, troop movements, and group activities.

NOVEMBER 2009 – AUGUST 2010

Intelligence Instructor /

General Dynamics, Norfolk, VA

U.S. Defense Intelligence Agency (DIA)

- Worked closely with the USJFCOM director for intelligence (J2) to develop and integrate joint intelligence solutions to warfighting commanders through direct support in the planning and execution of joint exercises.
- Coordinated with national agencies in gathering intelligence data and products to satisfy exercise training objectives.
- Provided instruction on the management and production of J2X CI/HUMINT intelligence training products in coordination with other exercise branch elements, external agencies, trusted agent exercise participants, and planners.
- Coordinated with national-level intelligence agencies in the collection of intelligence data.
- Conducted CI/HUMINT support cell for MRX to deploying units.
- Worked with storyline owners to create MSEL injects into JMSEL for MRX's.
- Replicated tactical SPOT reports, intelligence information reports (IIR), and tactical interrogation reports (TIR) for the training audience during the MRX exercise.
- Used HOT-R and other reporting systems to create a steady-state white noise report for the training audience in support of the MSEL storylines.
- Worked closely with other agencies to create a realistic training environment before deploying to their Area of Operation (AOR).

AUGUST 2007 – JUNE 2008

Consultant /

Self-Employed, Sierra Vista, AZ

- Developed a course curriculum on intelligence-gathering tactics.
- Developed a standardized questioning guide that all U.S. military forces can use.
- Developed interrogation and counterintelligence lesson plans.

AUGUST 2006 – JUNE 2007

Senior Lead Intelligence Instructor /

Harding Security Associate, Fort Huachuca, AZ

- HUMINT/Interrogator Senior Instructor for the Army Interrogation Course.
- Managed and trained a team of instructors.
- Conducted platform instruction to students and instructors.
- Provided training, evaluation, and assistance to students and instructors.
- Conducted labor performance reviews.
- Responsible for customer satisfaction (cost, schedule, performance).
- Possessed authority for approving personnel matters, including hiring and terminations, customer invoices, and direct tasking of direct labor workforce
- Designed effective lesson plans focused on literature and writing learning goals for military-level classes.
- Create teaching tools and resources to use in the classroom.

SEPTEMBER 2001 – OCTOBER 2006

Business Owner /

Semper Fi Inc., Folsom, CA

- Established and managed a company specializing in government procurement with all government agencies, including DOD (all levels), DSCC, DSCR, DSCP, and all Military branches.
- Established and grew a new customer base with government agencies.
- Developed and maintained relationships with business, military, and government representatives.
- Established new reseller and vendor partnership agreements for government contracts.
- Produced over $5 million of annual government sales.
- Established processes to analyze and streamline floor production.

NOVEMBER 2003 – JULY 2005

Reserve Police Officer /

Wheatland Police Department, Wheatland, CA

- Maintained regular patrols and responded to calls for service.
- Directed traffic at the scene of fires or other hazards, investigated burglaries, etc.
- Provided first aid to accident victims.
- Enforced traffic laws and provided community policing.
- Identified, pursued, and arrested suspected criminals.
- Resolved problems within the community.

JULY 2003 – JULY 2004

Interrogator/Counterintelligence Team Chief /

U.S. Marine Corps Reserve, Camp Pendleton, CA (Retired)

- Gunnery Sergeant - CI/HUMINT-INTERROGATOR Team Chief
- J2X trainer and CI/HUMINT- Interrogation- SME integrated with the Joint Forces Intelligence School (JFIS) supporting the USJFCOM joint force-training mission.
- Determining course content and student learning objectives, preparing course syllabi, lesson plans, and student manuals.
- MAGTF CI/HUMINT Role Player/Instructor at Navy-Marine Corps Intelligence Training Center (NMITC) Dam Neck, VA; Ensured the students received the best and most realistic training to prepare them for deployments in support of the Global War on Terrorism.
- Delivered interrogation-related instruction to CI/HUMINT students.
- Instructed members of the 1st HUMINT Company, 1st Intelligence Battalion at Camp Pendleton on interrogation/debriefing/screening techniques, military/field skills, enemy prisoner of war handling and interrogation practical application; HUMINT report writing in support of Operation Iraqi Freedom and Global War on Terrorism.
- Maintained, mentored, and taught interrogator skills through participation in regular periods of instruction and practical application, including Interrogation/Debriefing/Screening techniques; military/field skills, enemy prisoner of war handling and interrogation practical application; HUMINT report writing.
- Instructed trainees in interrogation and debriefing.

JANUARY 2003 – JULY 2003

Interrogator/Counterintelligence Team Chief /

U.S. Marine Corps, Iraq

- Gunnery Sergeant - HET-12 CI/HUMINT- INTERROGATOR TEAM, Team Chief - Operation Iraqi Enduring Freedom and Operation Iraqi Freedom.
- Prepared and delivered instruction on CI/HUMINT support, anti-terrorism/force protection and briefs, threat assessment procedures, enemy prisoner of war training, and country/area studies.
- Conducted counterintelligence, human intelligence operations, counter surveillance, threat vulnerability assessments, interrogations, and debriefs.
- Successfully employed Arabic interpreters for interrogations.
- Conducted interrogations of Iraqi enemy prisoners of war and debriefed Iraqi civilians.
- Operated as part of the British Joint Field Interrogation Team and interrogated many high-level enemy prisoners of war.
- Acquiring knowledge of the location of American POWs.
- Briefed President Bush upon his request through higher channels on the current situation of interrogation tactics used during the push to Baghdad of the OIF I operation.

SEPTEMBER 2002 – JANUARY 2003

Interrogator/Counterintelligence Sub-Team Chief /

U.S. Marine Corps Reserve, Camp Pendleton, CA (Retired)

- Gunnery Sergeant - CI/HUMINT-INTERROGATOR Sub-Team Chief
- Operation Iraqi Enduring Freedom and Operation Iraqi Freedom deployment preparation.
- Prepared, trained, and briefed elements of the 1st Marine Division on area studies of Iraq and terrorist groups.
- Ensured all logistical equipment and materials were deployable in support of Operation Enduring Freedom.
- Conducted briefings and open discussions on Iraqi customs and courtesy, greetings, social interaction, cultural consideration, and hand gestures.

SEPTEMBER 1991 – SEPTEMBER 2002

Interrogator - Translator Team Commander /

U.S. Marine Corps Reserve, Alameda, CA

- Gunnery Sergeant - 30th Interrogator - Translator Team Commander.
- Collected information/intelligence from human sources through interrogation, debriefing, and screening.
- Disseminated tactical HUMINT to MAGTF customers promptly via written reports and briefings.
- Served as a Spanish language expert and maintained expertise with Spanish-speaking countries, including the people's customs and traditions.
- Instructed trainees in interrogation and debriefing.
- Provided Security Force Protection in support of USSOUTHCOM exercise "Cabanas 2000" in Argentina.
- Served as a personal security advisor and provided protection for General Peter Pace (Commanding General of USSOUTHCOM) during "Cabanas 2000".
- Responsible for coordinating all CI and HUMINT activities in Argentina that resulted in acquiring information about two possible terrorists in the area during "Cabanas 2000".
- Served as liaison between Argentina's military and Counterintelligence office and the USSOUTHCOM Commanders and Counterintelligence Support team.
- Served as Instructor and Interrogator Role player at Navy-Marine Corps Intelligence Training Center (NMITC) Dam Neck EPW Course.

SEPTEMBER 1983 – SEPTEMBER 2001

Director of Manufacturing /

Avanti Manufacturing, Santa Clara, CA

- Responsible for efficient operations at all levels of manufacturing.
- Managed multi-functional production departments, including guiding subordinates to help them achieve goals and meet objectives.
- Managed all purchasing, inventory control, material planning/control, manufacturing, estimating, facilities maintenance, safety inspection issues, and training.
- Established and implemented material, equipment, and workforce resource requirements, programs to increase awareness of safety and hazard mitigation techniques, educational training, and certification programs.
- Strategized long-term business needs and applied customer feedback for process improvements.
- Oversaw effective use of all department resources to maximize efficiency and achieve production targets.
- Cut costs by 40% by streamlining processes and sourcing materials efficiently.
- Managed all areas of manufacturing, safety, inventory control, and process implementation.
- Negotiated deals for materials with suppliers to stay within budgeted costs.

SEPTEMBER 1988 – SEPTEMBER 1991

Force Recon /

U.S. Marine Corps Reserve, Reno, NV

- Staff Sergeant, Force Recon Company.
- Conducted surveillance and rescue operations while assisting in gathering intelligence information.
- Conducted amphibious and deep-ground surveillance.
- Trained in conducting 'limited scale raids,' including gas and oil platform raids, Military Interdiction Operations, the capture of specific personnel or sensitive materials, and Hostage/Prisoner of War rescue.
- Evaluated and improved marines' performance based on outlined targets.
- Rigger / Para-loft Chief.

APRIL 1982 – MAY 2088

Air Delivery Specialist /

U.S. Marine Corps Reserve, San Jose, CA

- PFC/Sergeant - Air Delivery Company.
- Served as parachute rigger supervisor.
- Trained riggers on advanced-level rigging techniques.
- Led different training simulations to prepare teams for combat and emergencies.

Military and Government Education

- Peace Officer Standards and Training, California Police Officer Academy, Yuba City, CA
- NATO CJ2X - Joint Coalition Intelligence & CI, NATO School of Intelligence, Oberammergau, GER
- Military Intelligence Officer Course, U.S. Army Intelligence School, Ft Huachuca, AZ
- Spanish Language, Defense Language Institute, Monterey CA
- Survival Evasion Resistance and Escape (SERE), U.S. Navy/Maine Corps SERE School, Brunswick, ME
- Interrogation - Enemy Prisoner of War (EPW), Navy-Marine Corps Intelligence Training Center, Dam Neck, VA
- MAGTF Instructor, Interrogator / Counterintelligence, Human Intelligence (CI/HUMINT) – Navy-Marine Corps Intelligence Training Center, Dam Neck, VA
- Instructor Training Course, U.S. Army Intelligence School, Ft Huachuca, AZ
- Airlift Planners Course, U.S. Air Force, San Jose, CA
- Airdrop Load Inspector Course, U.S. Army Quartermaster School, Fort Lee, VA
- Parachute Rigger Course, U.S. Army Quartermaster School, Fort Lee, VA
- Airborne School, U.S. Army Jump School, Fort Benning, GA
- Field Radio Operator Course, U.S. Marine Corps, Camp Pendleton, CA
- Conflict Management and Negotiation Course (JKO)
- Homeland Security and Defense Course (JKO)
- Law of Armed Conflict Course (JKO)
- Combating Terrorism and Illegal Trafficking Course (JKO)
- NATO Introduction to Hague and Geneva Law Course (ADL)
- NATO Combined Joint Task Force (CJTF) training Modules Course (ADL)
- NATO Defense against Terrorism Course (ADL)

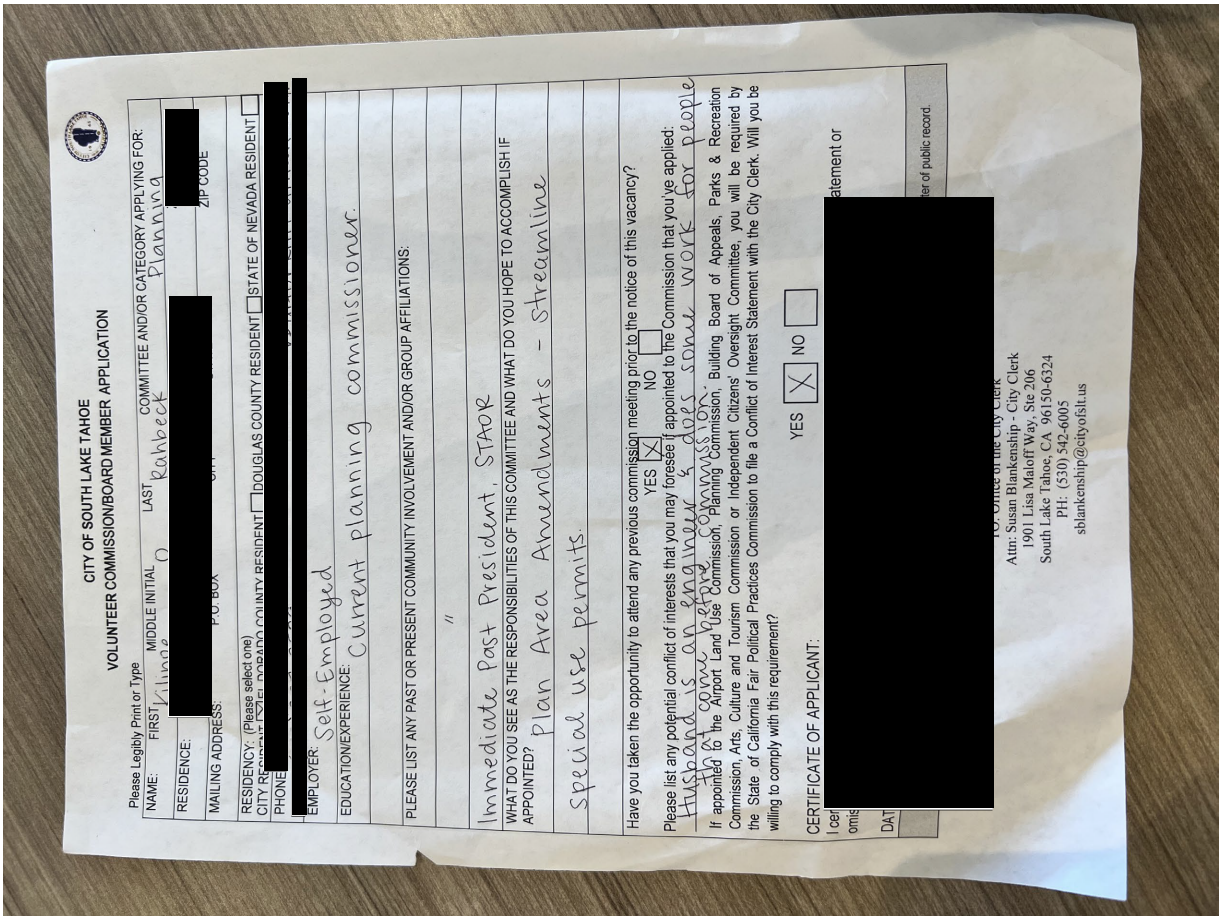
Security Clearance (Retired)

- TOP SECRET - SCI - Poly / NATO

From: [redacted]
To: Sue Blankenship
Subject: Planning Commission Application
Date: Monday, December 5, 2022 1:28:54 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please see attached. I wasn't able to drop this off after our last meeting.



CITY OF SOUTH LAKE TAHOE
VOLUNTEER COMMISSION/BOARD MEMBER APPLICATION

Please Legibly Print or Type
NAME: FIRST Kili MIDDLE INITIAL O LAST Rahbeck COMMITTEE AND/OR CATEGORY APPLYING FOR: Planning
RESIDENCE: [redacted] ZIP CODE
MAILING ADDRESS: P.O. BOX
RESIDENCY: (Please select one) DOUGLAS COUNTY RESIDENT STATE OF NEVADA RESIDENT
CITY R
PHONE [redacted]
EMPLOYER: Self-Employed
EDUCATION/EXPERIENCE: Current planning commissioner

PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:
"
Immediate Past President, STAOR

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED? Plan Area Amendments - Streamline Special use permits.

Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?
YES ☒ NO ☐

Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:
Husband is an engineer & does some work for people that come before commission.

If appointed to the Airport Land Use Commission, Planning Commission, Building Board of Appeals, Parks & Recreation Commission, Arts, Culture and Tourism Commission or Independent Citizens' Oversight Committee, you will be required by the State of California Fair Political Practices Commission to file a Conflict of Interest Statement with the City Clerk. Will you be willing to comply with this requirement?
YES ☒ NO ☐

CERTIFICATE OF APPLICANT:
I cer[redacted]atement or omis[redacted]
DAT[redacted]

TO: Office of the City Clerk
Attn: Susan Blankenship - City Clerk
1901 Lisa Maloff Way, Ste 206
South Lake Tahoe, CA 96150-6324
PH: (530) 542-6005
sblankenship@cityofslt.us

[redacted]ter of public record.

--
Kili Rahbeck
Broker/Owner
KOR Realty, INC.
[redacted]

*I apologize for any mistakes my phone makes

CITY OF SOUTH LAKE TAHOE

VOLUNTEER **COMMISSION/BOARD MEMBER APPLICATION**

Please Legibly Print or Type

NAME: FIRST	MIDDLE INITIAL	LAST	COMMITTEE AND/OR CATEGORY APPLYING FOR:
Jackson	T.	Realo	Planning Commission

RESIDENCE: [redacted]

MAILING ADDR [redacted]

RESIDENCY: (Please select one)

CITY RESIDENT ☑ EL DORADO COUNTY RESIDENT ☐ DOUGLAS COUNTY RESIDENT ☐ STATE OF NEVADA RESIDENT ☐

PHONE NUMBER(S): RESIDENCE: BUSINESS: EMAIL ADDRESS: [redacted]

EMPLOYER:

Exline & Company, Inc.

EDUCATION/EXPERIENCE:

Education: Bachelor of Arts in Biology from University of Virginia

Experience: Served as the City's CivicSpark Fellow in 2020/2021; Land-Use Planning Consultant from 2021-Present; Extensive knowledge and understanding of the TRPA Code of Ordinances, City Code, and City's Strategic and Climate Action Plans.

PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:

I currently volunteer on the 100% Renewable Committee, a technical advisory committee to the City of South Lake Tahoe, as well as the Tahoe Climate Change Action Network, a community advocacy non-profit for climate action. I have volunteered for both groups since 2020.

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?

In my view, the main role of the Planning Commission is to aid in making recommendations to City Council regarding development regulations and policies in the City's General Plan and to review and provide feedback to City staff on development projects requiring Planning Commission approval. In addition to these primary duties, I hope to help align future development within the City of South Lake Tahoe with the City's ambitious sustainability and climate action goals, including renewable energy generation, EV charging infrastructure, maximized energy efficiency measures, scenic quality, transportation best-practices, and equitable housing development projects. Most importantly though, I hope to provide helpful insight to break down barriers to environmentally-beneficial redevelopment projects based on my experience in the field.

Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?

YES ☑ NO ☐

Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:

As a land-use planning consultant for Exline & Company, Inc., I would need to recuse myself from any projects before the Commission that are represented by Exline & Company.

If appointed to the Airport Land Use Commission, Planning Commission, Building Board of Appeals, Parks & Recreation Commission, Arts, Culture and Tourism Commission or Independent Citizens' Oversight Committee, you will be required by the State of California Fair Political Practices Commission to file a Conflict of Interest Statement with the City Clerk. Will you be willing to comply with this requirement?

YES ☑ NO ☐

CERTIFICATE OF APPLICANT:

I certify that all statements made in this application are true and complete. I understand that any false statement or omission of material facts will subject me to disqualification or dismissal.

[redacted]

Please note that the information provided on this application, including address, phone number and email address will become a matter of public record.

WHEN COMPLETED RETURN FORM
TO: Office of the City Clerk
Attn: Susan Blankenship - City Clerk
1901 Lisa Maloff Way, Ste 206
South Lake Tahoe, CA 96150-6324
PH: (530) 542-6005
sblankenship@cityofslt.us

Jackson Taylor Realo

South Lake Tahoe, CA 96150 | [redacted]

December 21, 2022

Office of the City Clerk
Attn: Susan Blankenship - City Clerk
1901 Lisa Maloff Way, Ste 206
South Lake Tahoe, CA 96150

Dear Ms. Blankenship:

I am writing to express my interest in one of the upcoming positions on the Planning Commission with the City of South Lake Tahoe.

I graduated in 2016 from the University of Virginia with a Bachelor of Arts degree in Biology. My path following the completion of my degree was unconventional. Unsure of pursuing a career in medicine, I moved to Ketchum, Idaho where I lived and worked for the next three years. Living in a small mountain community, I began to better grasp the challenges and pressures surrounding mountain towns. Upon moving to South Lake Tahoe in 2019, I was determined to become more involved in grassroots climate action efforts, which ultimately led me to join the North Tahoe Chapter of Citizen's Climate Lobby, where I help advocate for federal policy to place a price on carbon in the form of a carbon fee and dividend.

In September 2020, I began my position as a CivicSpark Climate Fellow with the Sierra Nevada Alliance and the City of South Lake Tahoe. As a CivicSpark Fellow, I was responsible for building capacity for the City of South Lake Tahoe to accomplish climate mitigation and adaptation measures. This work initially entailed incorporating stakeholder feedback and finalizing the City's *Climate Action Plan* (CAP) and bringing it to City Council where it received unanimous approval. The remainder of my service year was spent implementing policies and programs identified in the CAP. I also became a member of the City's 100% Renewable Committee, which focuses on providing policy recommendations to the City to help accomplish our ambitious greenhouse gas emission reductions and renewable energy goals. Additionally, I volunteer with the Tahoe Climate Change Action Network (TCCAN), a grassroots advocacy group here in South Lake Tahoe, helping build political and social will to take action on climate. I am currently playing a pivotal role in developing TCCAN into a 501(c)(3) non-profit organization, with the ultimate objective of securing grant funding on the state and federal level for renewable energy generation and storage projects based in climate justice and equity.

Beginning in April 2021, I transitioned to working at Exline & Company, Inc., a regional land-use planning firm based out of South Lake Tahoe, where I guide property owners through the unique complexities of the regulatory environment in the Tahoe Basin. In my time here, I have become

intimately familiar with the TRPA *Code of Ordinances* and the regulatory frameworks for many local jurisdictions, including the City of South Lake Tahoe. I work to bring projects from inception to permitting approval, ranging from large, mixed-use redevelopment projects in Town Centers to single family residential projects around the Basin. My collective experiences as a land-use planner and previously as a CivicSpark Climate Fellow with the City have given me invaluable insight into the competing challenges and pressures the community and City of South Lake Tahoe face.

As demonstrated in my volunteer work, I am ardently committed to environmental preservation and addressing climate change. From this perspective, I understand the need for a nuanced regulatory environment to ensure smart growth and redevelopment projects. Through my position as a land-use planner, I also understand how the same regulatory environment thwarts environmentally- and economically-beneficial redevelopment efforts, while providing almost no incentives for sustainable development practices, such as renewable energy generation and storage facilities, multi-modal transportation connectivity, exceeding building code standards for energy efficiency measures, and the like. If appointed to the Planning Commission, it would be my primary objective to ensure that projects align with the City's goals, including but not limited to affordable housing, sustainability, maintaining scenic quality, and transportation best-practices, while also meeting all regulatory requirements.

I believe I am an ideal candidate for one of the available Planning Commission positions, as I possess a practiced perspective of our community's goals and objectives and the regulatory framework utilized in the City of South Lake Tahoe, enabling me to effectively guide future development projects that move the community closer to its ultimate vision.

Thank you sincerely for your time and consideration. If you have any questions, I would be happy to discuss my experience and qualifications with you further. I look forward to hearing from the City of South Lake Tahoe.

Best Regards,

Jackson Realo

CITY OF SOUTH LAKE TAHOE

VOLUNTEER COMMISSION/BOARD MEMBER APPLICATION

Please Legibly Print or Type

NAME: FIRST	MIDDLE INITIAL	LAST	COMMITTEE AND/OR CATEGORY APPLYING FOR:
Nicholas S Speal, Planning Commission			

RESIDENCE: STREET ADDRESS	CITY	STATE	ZIP CODE
[redacted]			
		STATE	ZIP CODE

RESIDENCY: (Please select one)
CITY RESIDENT ☑ EL DORADO COUNTY RESIDENT ☐ DOUGLAS COUNTY RESIDENT ☐ STATE OF NEVADA RESIDENT ☐

PHONE NUMBER(S): RESIDENCE: [redacted] BUSINESS: EMAIL ADDRESS:

EMPLOYER:
Zipline International

EDUCATION/EXPERIENCE:

B. Eng, Mechanical Engineering, McGill University; 8 years software engineering & project mangement

PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:

Lake Tahoe Bicycle Coalition board, City of SLT Airport Land Use Commission,

#IRunWithMaud South Lake Tahoe, SOS Outreach, City Council Candidate

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?

Ensure project compliance with the best interests of SLT residents and the environment

Expand affordable housing and sustainable transportation

Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?
YES ☑ NO ☐

Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:
I should step down from the Airport Land Use Commission

If appointed to the Airport Land Use Commission, Planning Commission Building Board of Appeals, Parks & Recreation Commission, Arts, Culture and Tourism Commission or Independent Citizens' Oversight Commitee, you will be required by the State of California Fair Political Practices Commission to file a Conflict of Interest Statement with the City Clerk. Will you be willing to comply with this requirement?

YES ✓ NO ☐

CERTIFICATE OF APPLICANT:
I certify that all statements made in this application are true and complete. I understand that any false statement or [redacted] become a matter of public record.

WHEN COMPLETED RETURN FORM
TO: Office of the City Clerk
Attn: Susan Blankenship - City Clerk
1901 Lisa Maloff Way, Ste 206
South Lake Tahoe, CA 96150-6324
PH: (530) 542-6005
sblankenship@cityofslt.us

RECEIVED
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City of South Lake Tahoe
Office of the City Clerk

CITY OF SOUTH LAKE TAHOE
VOLUNTEER COMMISSION/BOARD MEMBER APPLICATION

Please Legibly Print or Type

NAME: FIRST NATALIA MIDDLE INITIAL M. LAST WIECZOREK COMMITTEE AND/OR CATEGORY APPLYING FOR: PLANNING COMMISSION

RESIDENCE: STREET ADDRESS [redacted] CITY STATE ZIP CODE

MAILI [redacted]

RESIDENCY: (Please select one)
CITY RESIDENT [X] EL DORADO COUNTY RESIDENT [ ] DOUGLAS COUNTY RESIDENT [ ] STATE OF NEVADA RESIDENT [ ]

PHONE NUMBER(S): RESIDENCE: [redacted] BUSINESS: EMAIL ADDRESS:

EMPLOYER: BEN FAGAN DESIGNS

EDUCATION/EXPERIENCE:
- ARCHITECT - B.S. in Architecture
- Masters in Architecture

PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:

Current Planning Commissioner

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?

To guide City Development in the best interest of our community.

Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?
YES [✓] NO [ ]

Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:
I sometimes work on projects which may come before the P.C

If appointed to the Airport Land Use Commission, Planning Commission, Building Board of Appeals, Parks & Recreation Commission, Arts, Culture and Tourism Commission or Independent Citizens' Oversight Committee, you will be required by the State of California Fair Political Practices Commission to file a Conflict of Interest Statement with the City Clerk. Will you be willing to comply with this requirement?

YES [✓] NO [ ]

CERTIFICATE OF APPLICANT:
I certify that all statements made in this application are true and complete. I understand that any false statement or [redacted]

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sblankenship@cityofslt.us

CITY OF SOUTH LAKE TAHOE
VOLUNTEER COMMISSION/BOARD MEMBER APPLICATION

Please Legibly Print or Type

NAME: FIRST	MIDDLE INITIAL	LAST	COMMITTEE AND/OR CATEGORY APPLYING FOR:
Douglas	H	Williams	Planning Commission

RESIDENCE: STREET ADDRESS CITY STATE ZIP CODE

[redacted]

RESIDENCY: (Please select one)
CITY RESIDENT [✓] EL DORADO COUNTY RESIDENT [ ] DOUGLAS COUNTY RESIDENT [ ] STATE OF NEVADA RESIDENT [ ]

PHONE NUMBER(S): RESIDENCE: BUSINESS: EMAIL ADDRESS:

[redacted]

EMPLOYER:
Self

EDUCATION/EXPERIENCE:

2 years college, RE Broker, Insurance Broker

PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:

I am on the following boards, Christmas Cheer, SLTLA, SLT TID, SLT Planning Commmission

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?

To approve projects that meet the city's general plan and make recommendations to city council on issues that may come up that fall under the planning commissions purview

Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?
YES [✓] NO [ ]

Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:
none

If appointed to the Airport Land Use Commission, Planning Commission, Building Board of Appeals, Parks & Recreation Commission, Arts, Culture and Tourism Commission or Independent Citizens' Oversight Committee, you will be required by the State of California Fair Political Practices Commission to file a Conflict of Interest Statement with the City Clerk. Will you be willing to comply with this requirement?

YES [✓] NO [ ]

CERTIFICATE OF APPLICANT:
I certify that all statements made in this application are true and complete. I understand that any false statement or

[redacted]

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sblankenship@cityofslt.us

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Office of the City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: January 10, 2023
Agenda Item #: 10

Agenda Item: Recreation and Aquatics Center Phase II Project Update

Executive Summary: On November 15 2022, City Council formally rejected both bids for the project and directed staff to re-bid the project. Council directed staff to provide a re-bid update at a future City Council meeting. The response from contractors resulting from the bid advertisement in August 2022 was less than staff expected. In an effort to avoid the same bid results, staff has developed a strategy to hopefully increase bidding competition when the project is re-bid this summer.

Staff will be implementing the following objectives for the project re-bid:

- Explore value engineering opportunities
- Perform significant contractor outreach
- Pre-qualify prime contractors (bidders)
- Investigate and implement contract incentives
- Clean up construction documents and incorporate any changes
- Extend bid duration to 60 days

Requested Action / Suggested Motions: Receive presentation regarding the Recreation and Aquatics Center Phase II Project.
Responsible Staff Member: Jim Marino, Capital Improvement Program and Facilities Program Manager

Responsible Staff Member: Jim Marino - Capital Improvement Program and Facilities Program Manager

Reviewed and Approved By:
Anush Nejad, Director of Public Works
Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance
Heather Stroud, City Attorney

Attachments:

01-Staff Report - Rec Center Update.docx
02 - Presentation

City of South Lake Tahoe
Report to **City Council**

Meeting Date: January 10, 2023

Title: Recreation and Aquatics Center Project Update

Location: 1150 Rufus Allen Boulevard, South Lake Tahoe, CA

Responsible Staff Member: Jim Marino, Capital Improvement Program Manager (530) 542-6027.

Background: The Department of Public Works released Phase 2 bid documents for the vertical construction and remaining site work of the Recreation and Aquatics Center to the public on August 22, 2022. On October 24, 2022 the Department of Public Works held a public bid opening. Two (2) bids were received for the project.

Upon establishing ACC Contractors Inc., of Azuza CA, as the lowest responsive bidder, Staff electronically released a Notice of Intent to Award to ACC Contractors Inc. on October 24th 2022.

On October 26, 2022, ACC Contractors Inc. notified the Department of Public Works via email that they are requesting withdrawal of their bid per Public Contract Code §5103 citing clerical error.

On November 15th 2022 City Council formally rejected both bids for the project and directed staff to re-bid the project. Staff were directed to provide a re-bid update at a future City Council meeting.

Issue and Discussion: The Recreation and Aquatics Center Project is a community driven LEED Gold designed project and is considered regionally significant. The Project is the construction of an aquatic's facility, gymnasium, commercial kitchen, fitness areas, activity and program areas, event space and administration and mechanical space. The project is approximately 63,000 square feet in building area and represents the first of many projects within the 56 Acres Master Plan.

The outcome resulting from the bid advertisement in August was less than staff expected. Two bidders on an estimated $52M project is not ideal for receiving bids within the range of the Engineer's Estimate. Statistics show the number of bids received for a project has the following effect regarding Engineer's Estimate:

One Bid:	Add +24% to +40%
Two to Three Bids	Add +15% to +20%
Four to Five Bids	Add +4% to +10%
Six to Seven Bids	Deduct 0% to -4%
More than Eight Bids	Deduct -5% to -20%

Communication with bidders who dropped out of the bid early on indicated several concerns:

- Their workload was already booked for 2023.
- The Bid Addendums created additional bidding work within the short bidding timeline (45 days)
- The project is a Design/Bid/Build delivery method

In an effort to avoid the same bid results, staff has developed a strategy to hopefully increase bidding competition when the project is re-released to the public this summer.

Staff will be implementing the following objectives for the project re-bid:

- Explore Value Engineering Opportunities
- Perform significant Contractor Outreach
- Pre-Qualify Prime Contractors (Bidders)
- Investigate and Implement Contract Incentives
- Clean up Construction Documents and Incorporate Any Changes
- Extend Bid Duration to 60 Days

Staff has begun contractor outreach and development of pre-qualification standards. Staff will begin the value engineering analysis in January 2023.

Preliminary schedule for re-bid of the project is as shown below in *Table 1*:

Task:	**From:**	**To:**
Contractor Outreach	December 2022	February 2023
Value Engineering	January 2023	March 2023
Contractor Pre-Qualification	December 2022	April 2023
Bid Documents	February 2023	April 2023
Advertise Bids	May 2023	July 2023
Award Project	August 2023	
Notice to Proceed	August 2023	
Submittals/Materials	August 2023	May 2024
Break Ground	May 2024	

Table 1 – Re-bid Schedule (Preliminary)

Financial Implications: Financial Implications due to the re-bid of the project are, at this point, unknown. Depending on the level of effort required by the city's consultants resulting from the value engineering and estimating processes, there may be cost amendments to the consulting agreements. Staff will return to Council with amendments as needed.

Environmental Considerations: On January 18, 2022, City Council certified the mitigated negative declaration for the 56 Acre Master Plan and the Recreation and Aquatics Center (State Clearing House file #2021120206) and the Notice of Determination was filed with the El Dorado County Clerk on 1/19/2022.

Policy Implications: The Project is consistent with the following Strategic Plan, General Plan, Community Plan and Recreation Plan documents:

Strategic Plan 1.2 – Mid-town Revitalization - Action Items

1. Complete the 56-acre Master Plan that includes implementation and funding strategies and enter into a lease agreement with El Dorado County.
2. Complete the new Recreation and Swim Complex.

General Plan Policy LU-3.2: Neighborhood and Recreation Connectivity. The City shall improve connections and access to a wide range of recreational opportunities, which will improve the quality of life of residents and visitors.

General Plan Policy LU-8.1: Mountain Architectural Theme. The City shall promote the use of a "mountain" architectural theme in all new and remodeled developments. Mountain architecture features the use of pitched roofs, natural colors, and natural material such as rock and wood.

General Plan Policy LU-8.2: Native Plant Use. The City shall require the most environmentally efficient and attractive landscaping at all City-owned public buildings and encourage their use and maintenance on private property

General Plan Policy LU-9.1: Sustainable Construction Methods. The City shall promote the use of "green" and sustainable construction in new housing units, commercial developments, and mixed-use centers.

General Plan Policy LU-11.3: Equitable Distribution of New Public Facilities and Services. The City shall plan for the equitable distribution and use of new and upgraded public facilities and services that increase and enhance the entire community's quality of life.

General Plan Policy LU-11.4: Quality of Life for all Age Groups. The City shall develop a strategy to provide amenities and facilities that support a high quality of life for all age groups.

General Plan Policy ED-1.10: Expanding Events and Entertainment Opportunities. The City shall encourage the sponsors of sporting events, festivals, parades, international competitions, and entertainment shows to hold events at public (e.g., Parks and Recreation facilities, roads, or public lands) and private facilities in South Lake Tahoe, particularly during off-season (Spring and Fall). The City shall also participate in community organizations specifically formed for this purpose (e.g., Sports Commission).

General Plan Policy PQP-8.4: Coordination with Utility Providers. The City shall coordinate with gas and electricity service providers to site and design gas and electric systems to minimize environmental, aesthetic, and safety impacts to existing and future residents.

General Plan Policy PQP-10.1: Social Activity Centers. The City shall design new community centers and other types of public facilities as social activity centers.

General Plan Policy PQP-10.2: Energy Efficiency in City Buildings and Facilities. The City shall incorporate energy efficiency standards into all City-owned and operated buildings and facilities.

General Plan Policy PQP-10.4: Joint-Use Facilities. The City shall coordinate with other agencies to establish and maintain joint-use facilities in South Lake Tahoe.

General Plan Policy ROS-1.1: Recreational Services. The City shall design and develop recreational services to promote full use of recreational facilities within their design capacity.

General Plan Policy ROS-1.5: Community Pool The City shall develop high-quality community pool facilities that can be used year- round, which includes such amenities as a permanent/retractable roof, splash pool, therapy pool, pool sprays, pool climbing wall, adventure apparatus and slides.

General Plan Policy NCR-6.7: LEED Certified Public Buildings. The City shall develop all new City buildings to meet LEED standards.

Bijou/Al Tahoe Community Plan Chapter V(1) Objective 1: Increase the family oriented active and passive recreational opportunities to serve local residents as well as visitors.

Policy C: Provide a greater variety of sporting facilities in the "Government Center" District (CSLT Recreation Complex, Campground by the Lake, Lake Tahoe Community College, etc.), while maintaining those that are existing. Review the possibility of expanding the CSLT Parks and Recreation facilities located on Rufus Allen Boulevard. Additional outdoor uses (volleyball courts, horseshoe pits, picnic tables/eating areas, ice skate rink, etc.) would be an asset, when provided in conjunction with the existing uses at the complex.

City of South Lake Tahoe Recreation Center Project



Update Presentation – January 2023

Project Status – January 2023

Phase 1 – Site Preparation and Project Utilities

- Construction 98% Complete
- Minor tasks required in Spring 2023 for restroom start up (Electrical and Natural Gas Utilities)

Phase 2 – Building Construction and Site Finish Work

- City Council Rejected all Bids at the November 15th, 2022, City Council Meeting
- All permits secured except for El Dorado County Health Department (Should be secured in the next month)
- Re-bid scheduled for early Summer 2023

Re-Bid Objectives

- Explore Value Engineering Opportunities
- Perform Significant Contractor Outreach
- Pre-Qualify Prime Contractors (Bidders)
- Investigate and Implement Contract Incentives
- Perform Construction Document Clean-up
- Extended Bid Duration
- Award Summer of 2023 with Spring 2024 Groundbreaking

Value Engineering Analysis

- Review project drawings and specifications for areas that the City may be able to value engineer structure, equipment, or finishes
- Do not compromise community driven design and programs
- Value engineering should provide at least a 5 to 1 return on Investment
- Value engineering cannot compromise existing permits and/or place the project into considerable permitting re-review.

Contractor Outreach

- Early verbal and in-person communication with large scale prime contractors
- Schedule meetings with Contractors to hear their concerns, ideas, and or general comments about the project
- Stress the regional significance of the project
- Incorporate, if possible, Contractor suggestions and/or recommendations into the bid documents

Pre-Qualification of Contractors

- Codification of Pre-Qualification Standards
- Request for Proposals from Contractors – 30-day time period
  - Demonstrate at least three similar public works projects valued at $60M
  - Complete pre-qualification application including all financial information
  - Bonding Capacity certified by Contractor's Surety
- City team selects all contractors who are deemed qualified through a standardized scoring process
- City then releases the Recreation Center project to bid
- Only those contractors deemed qualified by the City through the RFP Process will be permitted to bid the project

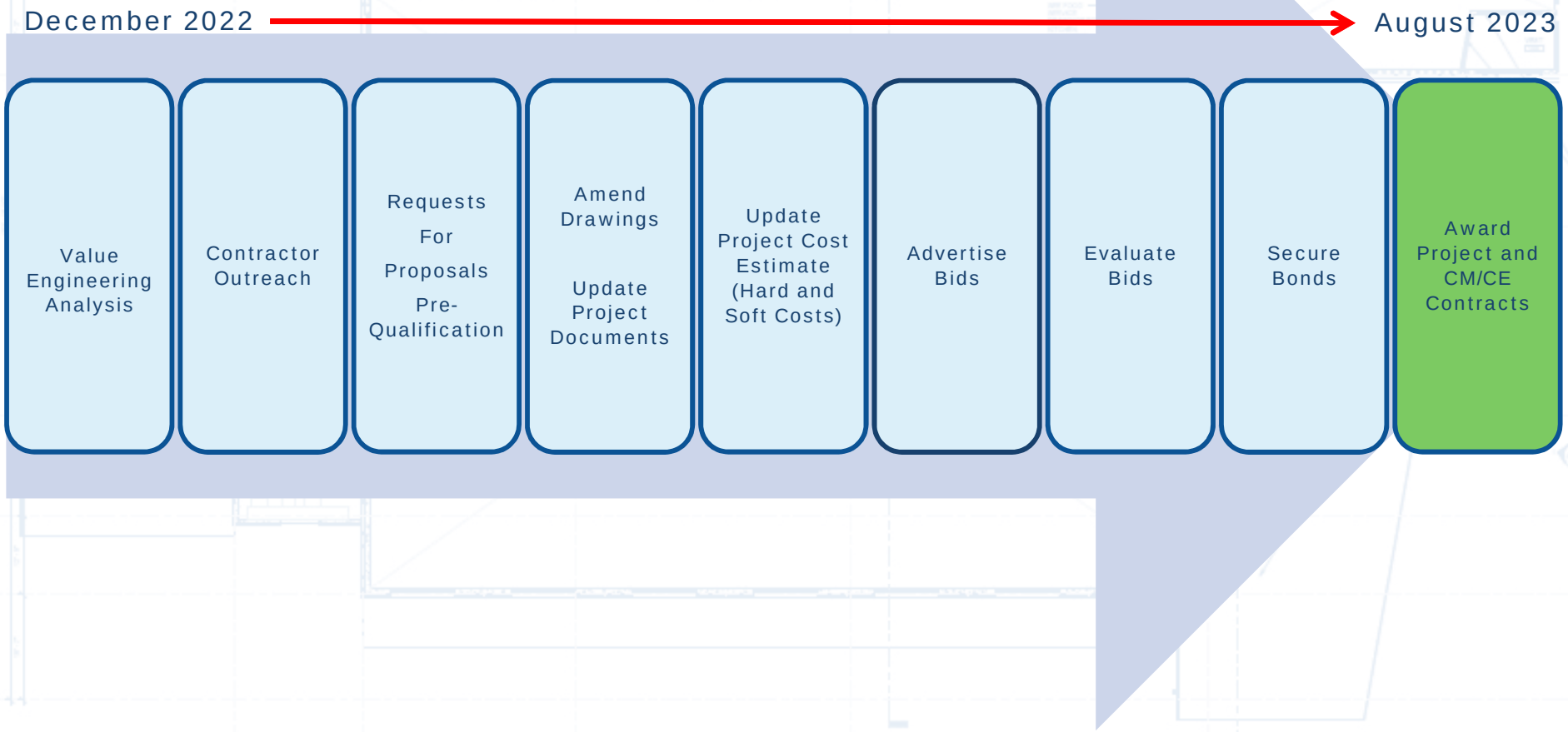
Contract Incentives

- Explore cost sharing incentives with the Contractor for in-progress value engineering
- Explore city provided staging and materials storage areas for Contractor's use
- Explore schedule acceleration incentives
- Allowances for early purchase and storage of materials

Construction Drawings

- Clean-up existing construction documents
- Verify all proposed changes to project are incorporated
- Incorporate all addendums from first bid of the project
- Verify “front end” specifications are satisfactory to City’s Legal department

Re-Bid Process



Questions ?



City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: January 10, 2023
Agenda Item #: 11

Agenda Item: South Tahoe Refuse - Presentation on New 3-Cart Program and Requested Changes to Franchise Agreement

Executive Summary: South Tahoe Refuse will present on a new state-mandated 3-cart system and estimated costs. They seek a support letter from the City in order to secure financing for capital upgrades necessary to deploy the program starting in 2024. The likely financing period is much longer than the current Franchise Agreement, set to expire in 2028. Therefore, a Franchise Agreement renegotiation is proposed.

Requested Action / Suggested Motions: Pass a Motion authorizing the Mayor to sign a Letter of Support and directing the City Manager to bring back an item to consider a new Franchise Agreement with South Tahoe Refuse with a 20-year term.
Responsible Staff Member: Sara Letton, Sustainability Coordinator

Responsible Staff Member: Sara Letton, Sustainability Coordinator, 530-542-6175

Reviewed and Approved By:
Susan Blankenship, City Clerk
Olga Tikhomirova, Finance Director
Heather Stroud, City Attorney

Attachments:

01-Staff Report - South Tahoe Refuse.docx
02 - Term Sheet.pdf
03 - Draft Support Letter.pdf
04- C-02-2012 STR Franchise Agreement
05 - Presentation-carts-January 2023.pptx

City of South Lake Tahoe
Report to **City Council**

Meeting Date: January 10, 2023

Title: South Tahoe Refuse New 3-Cart Program and Franchise Agreement

Location: Citywide

Responsible Staff Member: Sara Letton (530) 542-6175

Background: Landfilling food waste, yard waste, paper, and cardboard results in a significant contribution of greenhouse gases to the atmosphere. In response to the climate crisis, the state legislature passed Senate Bill 1383 creating the Short-Lived Climate Pollutant Reduction Strategy which mandates a 75% reduction in organic waste to California landfills by 2025 (from 2014 baseline levels).

SB1383 requires separation of the waste streams at the source, via a color-coded 3-cart system. South Lake Tahoe received a “high elevation waiver” from CalRecycle for curbside residential food waste recovery, but must still provide curbside pickup of green waste, solid waste, and recyclables.

South Tahoe Refuse sees this as an opportunity to increase the quality of their service and operations. Firstly, this is an opportunity to increase employee safety, while also reducing costs. Secondly, it eliminates the need for the blue bags currently used in the recycling stream, which are a waste problem and harmful to equipment. Thirdly, it will significantly reduce the yard waste bags while encouraging steadier rate of yard clean up. Finally, the intention that this new program will increase organics diversion rates from the solid waste stream and achieve the goal of SB 1383.

Issue and Discussion: Instituting a 3-cart program necessitates the purchase of new trucks, carts, and storage space. It demands new processes and staff. Community education will be key to a successful implementation. Concerns about bear and other wildlife activity remain paramount. STR is committed to continuing to service currently installed bear boxes. Going forward, bear-proof carts would be available as necessary.

The new program will have significant costs, which rate payers must ultimately pay and STR is seeking a way to minimize that burden to ratepayers. The proposed approach seeks to amortize costs over a period that is longer than the current Franchise Agreement end date, and therefore a new term and renegotiation are also proposed.

In order to implement a new 3-cart system by early to mid-2024, STR must have new trucks and carts and these must be ordered a year ahead of deployment. Bank financing must be secured. STR requests a letter of support from the City to the bank as a show of partnership and intention

to engage in good faith negotiations for a Franchise Agreement and rates that result in compliance with the state mandated 3-cart system.

Financial Implications: Significant costs accompany the roll-out of a new program. Carts are estimated at $5.15 million. New trucks are estimated at $3.69 million. The cost of carts, trucks, and storage space is estimated to necessitate a 14.02% rate increase in January 2024.

A base-year rate increase is assessed every three years. January 2024 is set as the next base year rate increase, which is estimated at 8.95%.

STR has tried to find ways to reduce that 14.02% by increasing the normal cost recovery period from five years to ten and amortizing the outstanding mortgage on their facility over a longer period. Instituting these approaches would reduce the 14.02% to 7.48%. With this approach, and in summary, the current estimated rate increase in January 2024 is 7.48% + 8.95%, which is 16.43%.

The current Franchise Agreement is set to conclude in 2028, and that is not long enough to recover costs with this proposed approach to minimizing ratepayer costs. Therefore, STR is suggesting a renegotiation of the Franchise Agreement for a new twenty-year term, allowing them to secure the long-term bank loans needed to purchase the new carts, trucks/equipment, and storage space.

Environmental Considerations: The suggested action is not a project subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines subsections 15378(b)(2) (general policy and procedure making) and (b)(4) (creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant impact on the environment).

Policy Implications:
Climate policies:
Implementation of SB1383 is a significant step toward achieving statewide greenhouse gas reduction goals (40% below 1990 levels by 2030), and City goals (59.2% below 2018 levels by 2030, via Resolution 2022-088). The City's 2015 baseline GHG inventory saw solid waste as 7% of total emissions. In 2018, solid waste emissions spiked 75% higher than 2015, while even the Adjusted Business As Usual (ABAU) approach as shown in the Climate Action Plan (Figure 3-3) had solid waste emissions steady at 2015 levels. The 2021 greenhouse gas inventory is not yet complete. Total solid waste showed a significant spike during the height of the Covid crisis (via STR verbal communication). For these reasons, it is likely that the City is off its solid waste GHG ABAU target, and the new program suggested by STR could have a significant positive impact in reaching City emissions goals.

City Code:
No policy or code changes are proposed. For clarity purposes, all property owners must subscribe to service, and there is no opt-out. 4.150 of City Code addresses Refuse and Garbage. According to 4.150.270, every property owner "shall subscribe to and use, and shall dispose of all refuse through, the regular refuse collection and disposal service of the city or its authorized removal franchisee. (Ord. 409 § 1; Ord. 431 § 1; Ord. 536 § 7; Ord. 921 § 1. Code 1997 § 23-17)"

South Tahoe Refuse & Recycling Services

November 1, 2022

Sue Novasel, Chair
Cristi Creegan, Board Member
Wesley Rice, Board Member
South Lake Tahoe Basin Waste Management Authority
1901 Lisa Maloff Way
South Lake Tahoe CA 96150

Via E-mail

Dear Board Members,

As we begin to prepare for the upcoming Base Year Rate Application for South Tahoe Refuse Company, we are also considering recent regulatory requirements and how to best implement new programs that will better service our community. In particular, we have developed a plan to initiate a 3-cart program across all jurisdictions, which will not only help the jurisdictions to comply with SB-1383, but will improve performance through automation while increasing recycling efforts and reducing workplace injuries.

We have outlined the program details below and look forward to discussing this new opportunity with you.

Program:	3-Cart System for MSW, single stream recyclables, and green waste			
Jurisdictions:	City of South Lake Tahoe, Douglas County, and El Dorado County			
New Routes:	7 new single stream recyclables and 7 new green waste routes operating on alternating weeks			
Capital Expenditure Requirements:	Totes:	Qty	Unit Cost	Total
	Regular - MSW	14,475	$74.35	1,076,238.56
	Animal resistant	558	$331.26	184,745.03
	Regular - Single Stream	21,225	$74.35	1,578,056.45
	Regular - Green Waste	31,091	$74.35	2,311,578.68
		67,348		$ 5,150,618.70
	Trucks:			
	Container delivery	1	$178,028.40	178,028.40
	8 Yrd Easy Dump pickup bed	1	$34,577.38	34,577.38
	Rear loader	4	$459,196.50	1,836,786.00
	Curotto can	2	$42,941.82	85,883.64
	Mini Side loader	4	$389,348.50	1,557,394.00
		12		$ 3,692,669.41
			Grand Total	**$8,843,288.11**
	*6 trucks from the current fleet will be replaced/sold. * Costs are based on recent quotes and are subject to change based on order date.			

Benefits:	▪ With the current front-load fleet and manual operations, each truck is assigned 3 employees to accommodate the pickup and manual lifting of bins, with swampers having to walk between 7 to 12 miles daily in order to access bins that cannot be reached by the trucks. The new rear-loader and side-loader trucks will allow for a more automated process which is crucial for the safety of our employees. With improved automation we will see increased efficiency on routes as well as a planned reduction in injuries and workers compensation. ▪ With increased efficiency, current staff can be utilized for the new routes. We anticipate only 3 new drivers will be needed to cover the 7 new routes. ▪ Green waste tonnage is expected to at least double based on designated routes and totes. ▪ Processing fees are expected to decrease as rates for unbagged/ uncontaminated green waste are significantly lower than MSW rates and bagged fees. ▪ Elimination of blue bags ▪ Improved servicing of animal resistant totes ▪ Compliance with SB-1383 diversion and reporting requirements
Additional Program Enhancements:	▪ Unlimited service: Residential customers may bring green waste to the STR RRF at any time for no charge ▪ STR will work with the jurisdictions to develop programs for seasonal yard waste cleanups
Projected Rate Impact (Base Year Calc): Projected Rate Impact (3-Cart Program under current rate manual): Projected Rate Impact (3-Cart Program with proposed rate modifications):	Our next base year rate increase is scheduled to become effective on January 1, 2024. In order to arrive at an estimated percent increase, we applied our most current twelve-month financial data (as of 3/31/22) to the procedures outlined in our contractual rate setting manual. Based upon the above, we projected a tentative rate increase of 8.95%. In order to project the incremental rate impact of the 3-cart program, we overlaid the base year data with the projected costs of the new program. The projected incremental rate impact of the 3-cart program using current contractual rate manual provisions came to 14.02%. To lower the impact on our rate payers, we are proposing two modifications to our current rate setting manual. They are as follows: (1) Increase the cost recovery period for totes from five years to ten years; and trucks from eight years to ten years. (2) Amortize the balance of the Resource Recovery Facility (RRF) outstanding mortgage over a twenty-year period commencing 1/1/24. As a result of the above two modifications, our projected incremental rate increase associated with the 3-cart program decreases from 14.02% to 7.48%. We are also open to discussing a possible phase in approach for this component of the rate increase. All projections are based on the assumptions in this letter.
Term:	Our current franchise term expires in 2028. As the expiration date is not long enough to recover the new capital expenditure requirements for the 3-cart program, there is a stranded asset concern. Additionally, we are

	considering other real estate ventures due to the need for extra tote storage not feasible at our current location. We are also in the early stages of long-term planning associated with the construction and operation of a possible future indoor renewable energy facility. We have had preliminary discussions with our bank regarding the above and they are open to providing the company with twenty-year term financing due to the long-term nature of these proposed projects. For these reasons, we are requesting a new twenty-year franchise term, the expiration date of which automatically extends for an additional year on an annual basis unless either party terminates the extension. Some additional provisions in the franchise agreements may need to be addressed, including rate adjustments for changes in law, changes in scope and extraordinary circumstances, such as mandatory electrification of the fleet and unionization of employees.

The timing of the rate application process is dictated by the Solid Waste Rate Setting Policies and Procedures Manual. Our next base-year rate application is due May 31, 2023 for rates that will be effective January 1, 2024. Our objective is to have the enclosed 3-Cart Program rate calculation reviewed in conjunction with our base year rate application so a final combined rate increase could be determined and go into effect collectively on January 1, 2024. In order to properly plan and fund the project, we would like to propose the timeline below:

		2022		2023												2024					
Step	Description	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1	3-cart program application submittal																				
2	JPA & STR commitment																				
3	Obtain preliminary financing/bridge loan																				
4	Order trucks and totes																				
5	STR prepares/submits base year rate application																				
6	Anticipated franchise extension approval																				
7	Crowe review base year & 3-cart apps/final report to JPA																				
8	Notify customers of rate hearing																				
9	Receive approval of rates from City Council & County Boards																				
10	Implement new rates															1/1					
11	Anticipated roll out of new totes/routes																				
12	First loan payment due																				

We welcome your input and look forward to working with you on how we should best proceed with the 3-cart program. We understand this rate adjustment comes at a difficult time with current inflation costs at an all-time high and we sympathize with the rate payers. We are open to discussing any alternatives on how we may improve this program and/or lessen the impact on the rate payers. We are willing to explore different options and do our part to help make this program feasible and affordable.

Sincerely yours,

Jeffery Tillman
President

Office of the City Council

January 10, 2023

Mr. Joe Ferro
Bank of America
5370 Kietzke Lane
2nd Floor, Suite D
Reno, NV 89511

Ladies and Gentlemen,

This letter is provided on behalf of South Tahoe Refuse Co. (STR) in connection with their proposed 3-cart collection project for the South Lake Tahoe service area. STR has proposed amendments to its franchise agreements with each member of the South Lake Tahoe Basin Solid Waste Management Authority (JPA) designed to help the jurisdictions comply with SB 1383 requirements and to improve performance through automation, thereby increasing recycling efforts and reducing workplace injuries. The proposed project will require substantial financing for the acquisition of collection vehicles, carts, containers and other related equipment. A copy of the proposal is attached to this letter.

City of South Lake Tahoe staff have worked with the management team of STR in the development of their proposal. They are now seeking the initiation of formal negotiations with each of the JPA member jurisdictions for the franchise amendments necessary to implement the proposed project. The City of South Lake Tahoe anticipates entering into a new franchise agreement with STR as opposed to amending the existing franchise agreement. STR is also seeking an indication of the Bank's intention to finance the project.

The City of South Lake Tahoe considers the implementation of the proposed project to be an effective means of meeting the legal and service requirements for the City's overall solid waste and recycling program, considering cost, technology and expected waste diversion. On behalf of STR, the City of South Lake Tahoe would appreciate the Bank providing an indication of support for the financing of the proposed project.

Very truly yours,

_____
Cristi Creegan, Mayor
City of South Lake Tahoe

Attachment C

CITY OF SOUTH LAKE TAHOE

RESOLUTION NO. 2012-6

RESOLUTION AMENDING SECTION 22 OF THE SOLID WASTE SERVICES AGREEMENT BETWEEN THE CITY OF SOUTH LAKE TAHOE AND SOUTH TAHOE REFUSE CO., INC. (August 21, 2007)

WHEREAS, the City of South Lake Tahoe adopted the Solid Waste Services Agreement on August 21, 2007.

WHEREAS, the City Council declared its intention to maintain reasonable rates for the collection and transportation of solid waste within the area covered by the franchise, and

WHEREAS, the Solid Waste Rate Setting Polices and Procedures Manual will assist in providing consistent rate setting procedures that are fair for the rate payers and the franchise hauler.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe does hereby amend the Solid Waste Services Agreement dated August 21, 2007 as follows:

1. Revise Section 22, subsection B to state, "Time for Rate Settings, Rate Setting Procedures, and COLA Increases. The City Council shall review and approve the rates to be charge by Contractor. Commencing January 3, 2012 Contractor and the City will follow procedures of the Solid Waste Rate Setting Polies and Procedures Manual (February 23, 2011) for proposed changes in solid waste collection rates."

2. Delete Section 22, subsections C through G.

PASSED AND ADOPTED by the City Council of the City of South Lake Tahoe at a meeting on January 3, 2012 by the following vote:

AYES: Councilmembers FORTIER, DAVIS, GREGO & SWANSON
NOES: Councilmembers _____
ABSTAIN: Councilmembers _____
ABSENT: Councilmembers COLE

ATTEST:

Susan Alessi, City Clerk

CITY OF SOUTH LAKE TAHOE 1965 CALIFORNIA

Claire Fortier, Mayor

CENTRAL RECORDS
FILE No.: 1047
C-5-12

SOLID WASTE SERVICES AGREEMENT

between

THE CITY OF SOUTH LAKE TAHOE

and

SOUTH TAHOE REFUSE CO., INC.

August 21, 2007

CENTRAL RECORDS
FILE No. 1047
C-63-07

COPY

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EXHIBIT G RESTRICTIVE COVENANTS AGREEMENT G-1

SOLID WASTE SERVICES AGREEMENT

This Solid Waste Services Agreement ("Agreement") is entered into effective on the Commencement Date as defined in Section 1.F., between the City of South Lake Tahoe, California ("City"), and South Tahoe Refuse Co., Inc., a California corporation ("Contractor"), for the collection, transportation, processing and disposal of Solid Waste and Recyclable Materials.

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste handling within their jurisdictions; and

WHEREAS, pursuant to California Public Resources Code Section 40059(a)(2), the City Council has determined that the public health, safety, and well-being require that an exclusive franchise be awarded to a qualified Solid Waste enterprise for the collection and recovery of Solid Waste from certain residential, industrial, and commercial areas in the City; and

WHEREAS, City and Contractor intend to comply with the provisions of laws governing the safe collection, transport, recycling, and disposal of solid waste, including AB 939, the Resource Conservation and Recovery Act ("RCRA"), and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"); and

WHEREAS, City has not and, by this Agreement does not, instruct Contractor on its collection methods, nor supervise the collection of Solid Waste; and

WHEREAS, Contractor has represented and warranted to City that it has the experience and qualifications to arrange with residents, and with commercial, industrial, institutional and other entities in the Franchise Area, for the collection and safe transport to disposal facilities of municipal Solid Wastes, and for the Recycling of Recyclable Materials; and

WHEREAS, the City Council finds and determines that the public interest, health, safety, and welfare will best be served if Contractor assumes responsibility for all arrangements with residential, commercial, industrial, and other customers to perform the services specified in this Agreement; and

WHEREAS, Contractor and City are currently parties to two separate contracts relating to the collection of solid waste and recyclable materials and to the processing of solid waste and recyclable materials, and the parties now desire to supersede and replace those contracts with this Agreement, upon the terms set forth herein; and

WHEREAS, Contractor desires to finance and construct a Resource Recovery Facility in Contractor's existing corporation yard, which will enhance Contractor's ability to divert organic materials from landfill disposal and is expected to substantially increase the City's overall diversion of Solid Waste from landfilling within the South Tahoe basin; and

WHEREAS, Contractor requires an extended and revised franchise agreement to finance construction of the new Resource Recovery Facility, and City is willing to grant Contractor such

an extension in view of Contractor's prior satisfactory service in the South Tahoe Basin and to thereby enable City to achieve its State mandated recycling goals; and

WHEREAS, the City Council declares its intention to maintain reasonable rates for the collection and transportation of Solid Waste within the area covered by this franchise;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1 - DEFINITIONS

Whenever any term used in this Agreement is defined in Chapter 23 ("Refuse and Garbage") of the South Lake Tahoe City Code, or Division 30, Part 1, Chapter 2 of the California Public Resources Code, the definitions in the City Code or the Public Resources Code shall[1] apply unless the term is otherwise defined in this Agreement.

A. AB 939. "AB 939" means the California Integrated Waste Management Act of 1989, as it may be amended from time to time.

B. Affiliate. "Affiliate" means the Contractor's officers, directors, shareholders, employees and any corporation, partnership, joint venture or other entity directly or indirectly controlling the Contractor, or directly or indirectly owned or controlled by the Contractor or its principals.

C. Bulky Waste. "Bulky Waste" means large items of solid waste, such as appliances, furniture, large auto parts, branches, and other oversize wastes.

D. CIWMB. "CIWMB" means the California Integrated Waste Management Board.

E. Commercial Solid Waste. "Commercial Solid Waste" means all types of solid wastes generated by commercial, industrial, governmental and other non-residential sources within the Franchise Area. The term "Commercial Solid Waste" does not include hazardous wastes, medical wastes, or special wastes.

F. Commencement Date. "Commencement Date" means the date when this Agreement is approved by the City Council, or such later date as may be specified by the City Council in the resolution authorizing this Agreement.

G. Compostable Materials. "Compostable Materials" means plant material (leaves, grass clippings, branches, brush, flowers, roots, pine needles and pine cones, wood waste, etc.); debris commonly thrown away in the course of maintaining yards and gardens; and biodegradable waste otherwise approved for the yard waste program by Contractor and City. It may also include pre-or post consumer food waste, if Contractor begins a food waste collection program within the City .

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[1]To the extent that definitions contained in the City Code conflict with definitions in the Public Resources Code, the former shall control and govern the rights and obligations of the parties; provided, however, that should the Public Resource Code's definitions be made obligatory on the City, then the Public Resource Code's definitions shall apply.

H. Construction and Demolition Debris. "Construction and Demolition Debris" means solid wastes consisting of building materials, packaging, and rubble resulting from construction, remodeling, repair, and demolition operations on pavements, houses, commercial buildings, and other structures. Construction refers to U.S. Standard Industrial Classification Manual (1987) Codes 152 through 1794, 1796, and 1799. Demolition refers to U.S. Standard Industrial Classification Manual (1987) Code 1795. (Reference: Title 14, California Code of Regulations, section 18720(a)(14).) The term "Construction and Demolition Debris" also includes Recyclables generated by construction and demolition activities.

I. City. "City" means the City of South Lake Tahoe, California.

J. Contractor. "Contractor" means South Tahoe Refuse Co., Inc. and its current ownership. Contractor also means any City-approved assignee, transferee, or successor in interest of Contractor.

K. Electronic Waste. "E-waste" or "electronic waste" means discarded electronic equipment, such as stereos, radios, speakers, televisions, computers, monitors, VCRs, printers, copiers, facsimile machines, DVDs, microwaves, telephones and similar items (including cathode ray tubes and other universal waste that may require special handling).

L. Franchise Area. "Franchise Area" means the corporate limits of the City of South Lake Tahoe, at they currently exist or may hereafter be increased or decreased by annexation or de-annexation.

M. Franchise Fee. "Franchise Fee" means the fee to be paid to City by Contractor solely because of its status as party to this Agreement, and which, inter alia, is intended to compensate the City for its expenses in administering this Agreement and to fund other waste management activities.

N. Gross Revenues. "Gross Revenues" means any and all revenue or compensation in any form derived directly or indirectly by Contractor, its affiliates, subsidiaries, parents, or any other entity in which Contractor has a financial interest, for collecting, transporting, arranging, handling, or disposing of Solid Wastes that are subject to this Agreement and that are generated in the Franchise Area, but excluding revenue from the sale of Recyclable Materials.

O. [Intentionally Left Blank]

P. Hazardous Waste or Materials. "Hazardous Waste or Materials" means all of the following:

(a) Wastes, materials, or substances defined or characterized as hazardous waste by the Federal Solid Waste Disposal Act, as amended, including the Resource Conservation and Recovery Act of 1976 (42 U.S.C. section 6901, et seq.) as amended from time to time, and regulations promulgated thereunder.

(b) Waste, materials or substances defined or characterized from time to time as hazardous waste by agencies of the State of California (including, without limitation, the Department of Health Services, the Department of Toxic Substances Control, the California Water Resources Control Board, and the California Integrated Waste Management Board) having jurisdiction over hazardous waste generated by facilities within the State.

(c) Wastes, materials, or substances, the storage, treatment, transportation or disposal of which is subject to regulation under the Toxic Substances Control Act, 15 U.S.C. §2601-2654, as amended from time to time, or regulations promulgated thereunder.

(d) Radioactive wastes, materials, substances, or items, the storage, treatment, transportation or disposal of which is subject to governmental regulations.

The term "Hazardous Waste" will be construed to have the broader, more encompassing definition where a conflict exists in the definitions employed by two or more governmental entities having concurrent or overlapping jurisdiction over hazardous waste.

Q. Industrial Solid Waste. "Industrial Solid Waste" means all Solid Waste and semi-solid waste which results from industrial processes and manufacturing operations, except for Hazardous Wastes or Special Wastes.

R. Materials Recovery Facility. "Materials Recovery Facility" or "MRF" means the facility owned and operated by Contractor and located at Contractor's Transfer Station at 2140 Ruth Avenue, South Lake Tahoe, California. At the Materials Recovery Facility various types of Recyclable Materials are separated from Solid Waste and from other Recyclable Materials for the purpose of recovering and Recycling those materials.

S. Materials Recovery Services. "Materials Recovery Services" means the Processing of Solid Waste and Recyclable Materials at permitted materials recovery facilities, and the subsequent recovery, reuse, recycling, or other diversion of those materials from landfilling in such a manner that the City receives diversion credit from the CIWMB.

T. Medical Waste. "Medical Waste" or "Infectious Waste" means waste that may cause disease or reasonably be suspected of harboring pathogenic organisms, including source-separated medical or infectious Waste resulting from medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities, hospitals, and similar facilities processing wastes, which may include human or animal parts, contaminated bandages, pathological specimens, hypodermic needles, sharps, contaminated clothing and surgical gloves. (Reference: Health and Safety Code section 118215).

U. Multi-Family Units. "Multi-Family Units" means a dwelling that includes three or more individual living units and that receives communal refuse or recycling services, or both.

V. [Intentionally Left Blank]

W. Permanent Household Hazardous Waste Collection Facility. "Permanent Household Hazardous Waste Collection Facility" or "PHHWF" means the permanent household hazardous waste collection facility constructed by Contractor and previously operated by Contractor or its subcontractor at the Materials Recovery Facility.

X. Prior Agreements. "Prior Agreements" means: (a) the Agreement between South Tahoe Refuse, Inc. and the City dated January 24, 1995; and (b) the Materials Recovery Facility Construction and Operation Agreement between the South Lake Tahoe Basin Waste Management Authority and South Tahoe Refuse, Inc. dated February 13, 1995;and all subsequent amendments to those agreements.

Y. Processing. "Processing" or to "Process" means the separation, sorting, handling, or baling of Solid Waste or Recyclable Materials by automated or manual means at a Materials Recovery Facility for the purpose of Recycling a portion of these materials. Material that is received at a Materials Recovery Facility and is directly loaded into a transfer van or other vehicle for delivery to a landfill for disposal without Recyclable Materials being sorted, separated, handled, or baled has not been "Processed" within the meaning of this definition.

Z. Recovered Materials. "Recovered Materials" means all Recyclable Materials that are removed for Recycling by Contractor from the total tonnage of all Solid Waste collected by Contractor in the Franchise Area, whether these materials are source-separated or commingled upon collection, and Recyclable Materials recovered from Solid Waste generated within the Franchise Area as a result of Contractor's Materials Recovery Services. Recovered Materials also include Recyclable Materials received by Contractor at any buy-back center, or by means of any other Recycling program operated by Contractor. All such Recyclable Materials must be Recycled by Contractor to be considered "Recovered Materials."

AA. Recyclables or Recyclable Material. "Recyclables" or "Recyclable Material" means materials that are reused, recovered, or Processed (or are in the future reused or processed) into a form suitable for reuse through reprocessing or remanufacture, or which qualify as diversion from landfilling consistent with the requirements of the California Integrated Waste Management Act and regulations thereunder. The terms "Recyclables" or "Recyclable Material" also include materials that are transformed to produce fuel, Compostable Materials, Recyclable Construction and Demolition Debris, alternative daily cover, and materials processed for land application or as feed for livestock, provided all such uses and applications, or similar uses and applications, qualify as diversion consistent with the requirements of the California Integrated Waste Management Act and regulations thereunder. The terms "Recyclables" or "Recyclable Material" include but are not limited to paper, newsprint, printed matter, pasteboard, paper containers, cardboard, glass, aluminum, PET, HDPE, and other plastics, beverage containers, Compostable Materials, brick and stone, and such other materials designated as recyclables by the City, by the California Integrated Waste Management Board, or by any other agency with jurisdiction.

BB. Recycling. "Recycling," "Recycle," and "Recycled" means the recovery, reuse, transformation, recycling, or other diversion of Recyclable Materials from landfilling in such a manner that the City receives diversion credit for such materials and activities from the CIWMB.

CC. Residential Solid Waste. "Residential Solid Waste" means all types of Solid Waste that originate from Single-Family Units.

DD. Resource Recovery Facility. "Resource Recovery Facility" means Phase I of the Resource Recovery Project to be constructed by Contractor. Phase I is more fully described in Exhibit D.

EE. Single-Family Unit. "Single-Family Unit" means a dwelling that receives individual refuse collection service, and includes duplexes.

FF. Solid Waste. "Solid Waste" means all putrescible and non-putrescible solid, semi-solid, and liquid wastes, including residential, industrial, commercial, and municipal garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, compostable materials,

Construction and Demolition Debris, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes, but excluding Hazardous Wastes, Special Wastes, and Medical Wastes.

GG. Special Wastes. "Special Wastes" means any hazardous waste listed in section 66740 of Title 22 of the California Code of Regulations, or any waste that has been classified as a special waste pursuant to section 66744 of Title 22 of the California Code of Regulations, or which has been granted a variance for the purpose of storage, transportation, treatment, or disposal by the Department of Health Services pursuant to section 66310 of Title 22 of the California Code of Regulations. Special wastes also include any solid waste that, because of its source of generation, physical, chemical, or biological characteristics or unique disposal practices, is specifically conditioned in a solid waste facilities permit for handling or disposal, or both. (Reference: Title 14, California Code of Regulations, section 18720(a)(73).)

HH. Transform. "Transform" means incineration, pyrolysis, distillation, gasification, or biological conversion. Transformation does not include composting.

II. Wastestream. "Wastestream" means all Solid Waste and Recyclable Materials collected by Contractor pursuant to this Agreement or delivered by any person to the Materials Recovery Facility.

SECTION 2 - PRIOR AGREEMENTS

The Prior Agreements shall remain in effect, and Contractor shall continue to collect, transfer, Process, Recycle, and dispose of Solid Waste in the Franchise Area pursuant to these Prior Agreements until the Commencement Date. Notwithstanding any other provision of this Agreement or of the Prior Agreements, upon the Commencement Date the Prior Agreements shall expire and be of no further force or effect, except that: (a) any provisions of the Prior Agreements that provide for either party to defend or indemnify the other party for acts, omissions, or occurrences prior to the Commencement Date, or which provide for insurance or record-keeping obligations, shall survive termination; (b) any provisions that expressly state they shall survive expiration of the term or termination of the Prior Agreements shall survive; and (c) any amounts owed by Contractor to City or to the Waste Management Authority pursuant to the Prior Agreements shall remain due and payable in accordance with the terms of the Prior Agreements. Notwithstanding the foregoing, the Prior Agreements shall not be terminated by this section if this Agreement is terminated as a result of litigation challenging the approval of this Agreement.

SECTION 3 - GRANT AND ACCEPTANCE OF EXCLUSIVE RESIDENTIAL AND COMMERCIAL FRANCHISE

A. Grant of Franchise. City grants to Contractor, for the term of and in accordance with this Agreement (including all extensions or renewals), the exclusive privilege and contractual duty to make and enter into independent arrangements with residents of Single Family Units, residents or owners of Multi-Family Units, and persons in charge of commercial, industrial, institutional, and other entities in the Franchise Area for the collection, transportation, and removal to Solid Waste Processing or disposal facilities, of all Residential, Industrial and Commercial Solid Waste (including Recyclables and Recyclable Material), which has been

generated within the Franchise Area and placed for collection. This grant of franchise is subject to all limitations imposed by applicable laws and regulations and to all limitations set forth in this Agreement. Notwithstanding the foregoing, Contractor shall not have an exclusive franchise to collect Construction and Demolition Debris. Contractor's collection of Construction and Demolition Debris on a non-exclusive basis is not subject to the terms of this Agreement.

B. Acceptance of Franchise. Contractor agrees to be bound by and to comply with all requirements of this Agreement. Contractor waives any right or claim to serve any part of the Franchise Area under any prior grant of franchise, contract, license, or permit issued or granted by any governmental entity.

C. Exceptions to Exclusivity. The exclusive franchise granted by this Agreement shall not apply where:

(1) A person, including employees (excluding a person who hires a third party for a fee) handles, hauls, or transports Solid Waste or Recyclables generated by or from that person's own residence or business operation for purposes of disposing of same at an authorized Processing or disposal facility or transfer station; notwithstanding anything herein to the contrary, this provision shall not in any way modify any mandatory solid waste ordinance or requirements; or

(2) A person or entity contracts for landscaping, gardening, or similar work and the contractor so engaged (excluding a third party hired for a fee) removes and recycles or otherwise disposes of garden and other compostable materials resulting therefrom, provided that such removal and recycling or disposal is incidental to the landscaping or gardening work performed by the contractor, and the contractor is not performing services as a hauler or Recycler; or

(3) A person or entity has been given an exemption by the City from any mandatory collection ordinance that City may adopt in the future; or

(4) A person (excluding a person who hires a third party for a fee) handles, hauls, transports, Recycles, or disposes of Construction and Demolition Debris, including Recyclables generated by construction and demolition activities, to an authorized and permitted materials recovery facility or resource recovery facility.

D. Sale or Donation of Recyclables. This Agreement is not intended to and does not affect or limit the right of any person to sell any Recyclable Material to any person lawfully engaged in business in the Franchise Area, or to donate Recyclable Material to any bona fide charity, provided that all such Recyclable Material is substantially separated from non-Recyclable Solid Waste by the generator. Recyclables shall not be considered to have been sold or donated where the generator of those materials incurs a net expense in connection with the removal of those materials from the generator's premises.

E. Franchise Area. The Franchise Area covered by this Agreement is defined in paragraph (L) of Section 1 and in Exhibit A.

F. Rights Reserved as to Hazardous Wastes, Medical Wastes, and Special Wastes. City reserves the right to contract with other parties to have Hazardous, Medical, and Special Wastes collected, transported, disposed of, Processed, or diverted.

G. Enforcement of Exclusivity of Franchise. In its sole discretion, City may enforce the exclusivity provisions of this franchise against third party violators, taking into account the cost of doing so and other factors. Contractor may independently enforce the exclusivity provisions of this Agreement against third party violators, including but not limited to seeking injunctive relief, and City shall use good faith efforts to cooperate in Contractor's enforcement actions. City shall not be liable to Contractor in any manner, including liability for any costs or damages, such as lost revenues or lost profits, should any person or entity refuse to use Contractor's Solid Waste collection services or perform collection services in competition with Contractor, and in doing so violates Contractor's exclusive grant of franchise. In such event, Contractor's sole and exclusive remedy shall be to seek an injunction, damages, or other judicial relief against any such person or entity that engages in any conduct or activity that violates Contractor's exclusive franchise rights under this Agreement.

SECTION 4 - FRANCHISE FEE AND SURCHARGES

A. Contractor shall pay to City a Franchise Fee, which shall be a percentage of the Gross Revenues derived by Contractor from operations pursuant to this Agreement. The Franchise Fee is initially set at five percent (5%) of Contractor's Gross Revenues, and from time to time may be adjusted by resolution of the City Council.

B. The Franchise Fee shall be due and payable quarterly within 45 days following the end of each quarter for Gross Revenues received during that quarter. If payment is not received within that 45-day period, interest shall accrue thereon at the rate of fifteen percent (15%) per annum, or at the maximum interest rate permitted under California law, whichever is greater.

C. City shall give Contractor a minimum of 90 days' notice of any changes in the Franchise Fee. Any increase in the Franchise Fee shall result in a corresponding adjustment to Contractor's rates and may, at Contractor's discretion, be passed through to Contractor's customers.

D. Contractor shall collect from its customers and pay to the City any surcharge established by the City to fund City solid waste management activities, AB 939 implementation programs, and landfill remediation costs. This surcharge shall be treated for rate setting purposes as a Pass-Through Cost in the same manner as the Franchise Fee. Any change in a surcharge may, at Contractor's discretion, be reflected in a corresponding adjustment to Contractor's rates.

SECTION 5 - COMPLIANCE WITH LAWS AND REGULATIONS

Contractor warrants that it will comply with all applicable federal and state laws that are legally binding on Contractor and in effect during the term of this Agreement, including implementing regulations as they may from time to time be amended. These laws specifically include, but are not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. 9601, et seq., the California Integrated Waste Management Act of 1989 ("AB 939"), and all other applicable laws of the State of California.

Additionally, Contractor shall comply with all local laws and regulations applicable to Contractor to the extent they are not inconsistent with the terms of this Agreement. Contractor shall comply with all final and binding judgments entered against Contractor regarding its services performed under this Agreement.

SECTION 6 - SOLID WASTE AND RECYCLABLE COLLECTION SERVICES PROVIDED BY CONTRACTOR

A. City to Approve All Services. The nature and scope of the services Contractor offers and provides to customers residing or doing business in the Franchise Area shall be subject to the prior approval of the City Council or its designee. The City Council may require Contractor to change the level of such services from time to time on reasonable notice to Contractor, provided that the City Council shall review and approve any proposed adjustments in Contractor's rates to reflect Contractor's documented increased and reasonable costs caused by any change in service levels. Nothing in this Agreement, however, shall be construed or interpreted as authorizing City to reduce or adversely affect Contractor's exclusive franchise rights as specified above in Section 3.

B. Initial Service Levels; Expanded Services. The services that Contractor shall provide to its customers under this Agreement upon the Commencement Date are set forth in the attached Exhibit B.

C. Once-A-Week Service. In order to protect the public health and safety, arrangements made by Contractor with its customers in the Franchise Area for the collection of Solid Waste not defined in this Agreement as Recyclable Material shall provide for the collection of such waste generated or accumulated in residential, commercial, and industrial premises within the Franchise Area at least once per week, or more frequently, as Contractor and its customers may agree.

(1) Single-Family Units. Except as otherwise set forth in Exhibit B, the Contractor shall collect from Single-Family Units Solid Waste (except Bulky Wastes and Special Wastes) that have been properly placed, kept, or accumulated in authorized Solid Waste containers, at curbside or other authorized collection stations, prior to Contractor's normal weekly collection time. Any excess refuse that does not fit within the closed lid of an authorized Solid Waste container shall be deemed excess material and may be subject to the excess charges as described and limited by Exhibit B.

(2) Multi-Family Units. Contractor shall empty all multi-family Solid Waste containers not less than once per week, and more frequently if required to handle the Multi-Family Unit wastestream of the premises where the containers are located, in a manner consistent with public health and safety.

D. Hours of Collection. Contractor agrees that, in order to protect the peace and quiet of residents, its arrangements for the collection of Solid Waste will provide that collections for residential and commercial areas shall not start before 4:00 A.M., or continue after 7:00 P.M., seven days per week. Contractor agrees to reasonably adjust the hours of commencement of collection operations in selected areas at the request of City where early collection activities generate numerous complaints from nearby residents.

E. Collection on Holidays. Contractor has informed City that Contractor's arrangements with its Solid Waste customers will provide that, if the day of collection on any given route falls on a legal holiday, i.e., New Year's Day, Christmas Day, July 4, Labor Day, Memorial Day, or Thanksgiving Day ("Authorized Collection Holidays"), Contractor may provide collection service on the work day next following such holiday, or may be moved back one day, at the discretion of Contractor.

F. Medical, Hazardous, and Special Wastes. Contractor shall have the non-exclusive right under this franchise, but is not obligated to, collect, transport, and dispose of material defined in Section 1 as Hazardous Waste or Special Waste. Contractor shall negotiate separate contracts and rates for Hazardous and Special Waste collection with each individual customer, which rates shall not require advance City approval, but may be reviewed by the City in its discretion at the request of any customer. Contractor shall not engage in the collection of Medical Waste; however, Contractor's principals may form a separate and independent company to engage in the collection and disposal of Medical Waste. City reserves the right to franchise other parties to perform Hazardous, Medical, and Special Waste handling services.

G. City Approval of Contractor's Recycling Programs. Before initiating new Recycling programs or activities ("programs") within the Franchise Area, Contractor shall seek and obtain City's express approval before implementing such programs. In seeking City's approval for such new programs, Contractor shall provide City with a detailed description of the proposed program, as well as a projection of costs and revenues associated with the program, and the anticipated level of diversion to be achieved. In determining whether to approve any such new proposed program, City may, in its sole discretion, choose to completely or partially subsidize the program.

H. Bulky Waste Pick-Up. Contractor shall provide Bulky Waste pick-up, as described in Exhibit B, for all customers within the Franchise Area on an "on-call" basis by appointment agreed upon between the customer and Contractor. Bulky items need not be placed in special containers for collection. Contractor shall pick up all bulky items left for collection at curbside by the customer for an additional per item charge, subject to size and weight limitations. Contractor shall have no duty or responsibility to collect any Hazardous Waste except as otherwise required in this Agreement.

I. Pick-up of Illegally Disposed Waste. Contractor shall, at the written request of City, pick up, dispose of, or Recycle, as appropriate, illegally disposed waste within the Franchise Area. Contractor may schedule these pick ups concurrent with Contractor's bulky waste pick ups, but no less often than once per week when requested by City. This section is not intended to replace the Clean Tahoe Program. If the City desires to replace its current litter abatement crews with Contractor-provided labor, then City and Contractor shall negotiate mutually agreeable pricing terms for those services and shall adjust the rates set forth in this Agreement accordingly.

SECTION 7 - MATERIALS RECOVERY SERVICES TO BE PROVIDED BY CONTRACTOR

A. General Responsibilities and Compensation. Contractor shall provide all Processing, Recycling and Materials Recovery Services described in this Agreement. Contractor's compensation for these services for Solid Waste and Recyclable Materials brought

to the Materials Recovery Facility in Contractor's collection vehicles shall be included in Contractor's collection rates approved by the City. Contractor's compensation for these services for Solid Waste and Recyclable Materials brought to the Materials Recovery Facility by members of the public or other private third parties in their own vehicles shall be as set forth in the "Gate Rates" for the Materials Recovery Facility or Resource Recovery Facility. The initial Gate Rates for such public or private third party loads are set forth in Section II of Exhibit C. These Gate Rates are subject to annual adjustment in accordance with Section 22 of this Agreement.

B. Materials Recovery Facility. Contractor shall, at its sole cost and expense, provide all management, supervision, personnel, materials, equipment, utilities, services and supplies necessary to operate, maintain and repair the Materials Recovery Facility in a manner consistent with good engineering, operational, and maintenance practices and with industry standards. Contractor shall receive, transfer, or Process Solid Waste brought to the Materials Recovery Facility by Contractor, the public and others, and shall divert from landfilling and recycle Recyclable Materials contained in that Solid Waste to the extent practicable and in accordance with its reasonable business judgment. The services and functions to be performed at the Materials Recovery Facility are more fully described in the Operations Plan set forth in the attached Exhibit F. Contractor's failure to comply with the plan for the facility set forth in Exhibit F shall constitute a material breach of this Agreement. Contractor shall receive Solid Waste from the public at the Transfer Station/Materials Recovery Facility during the following days and hours: Monday through Saturday, 8 A.M. to 5 P.M., except for Christmas Day and New Year's Day, which shall be deemed "Authorized MRF Holidays." In addition, subject to the City's prior approval, Contractor may implement early closure of the South Tahoe Refuse Transfer Station/MRF (i.e., by 1:00 P.M.) on the following days: Christmas Eve, New Year's Eve, Easter Sunday, July 4, and Thanksgiving Day.

Contractor shall install, maintain, and operate video monitoring cameras at the MRF, the number and locations of which shall be approved by City, and shall provide to City real-time on line access to the video monitoring output.

SECTION 8 - PERMANENT HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY

A. The parties acknowledge and agree that Contractor, by separate agreement with El Dorado County, California ("County") is a subcontractor to the County and is responsible for the operations and closure and any required post-closure monitoring or maintenance of the Permanent Household Hazardous Waste Collection Facility on the County's behalf.

B. Contractor shall provide written notice to City of any modifications to its agreement with the County for the operation of the Permanent Household Hazardous Waste Collection Facility in order that City many evaluate the impact, if any, of those modifications on the collection, transportation, processing, and disposal services that are provided for in this Agreement.

SECTION 9 - FACILITIES FOR PROCESSING AND DISPOSAL OF SOLID WASTE

A. Contractor To Select Fully-Permitted Disposal Facility. Contractor is responsible for choosing the facility for disposal of Solid Waste under this Agreement; provided, however, that any landfill used by the Contractor must be designed and constructed in accordance with applicable state and federal regulations. The landfill must have all required permits from federal, state, regional, county and city agencies necessary for it to operate as a Class II or III Sanitary Landfill and be in full regulatory compliance with those permits. The Contractor shall provide to City copies of all notices of violations that could affect Contractor's ability to perform under this Agreement, as well as any amendments to permits, including any extensions. No co-disposal of municipal solid waste and hazardous waste (other than household hazardous waste) shall occur in the same lined cell at the landfill.

Any landfill used by Contractor must be authorized to accept, under its existing permits, and have sufficient uncommitted capacity to accept, all Solid Waste delivered to it from the Franchise Area for the term of this Agreement. Contractor shall immediately notify City of any notice of breach or default received from the landfill. Contractor shall ensure that the landfill is in full compliance with all applicable closure and post-closure planning requirements, and that the landfill has posted with the applicable governmental agencies all required financial assurances for closure and post-closure.

B. Contractor To Provide Fully Permitted Materials Recovery and Transfer Facilities. Any materials recovery or transfer facilities used by Contractor must be designed and constructed in accordance with all applicable laws and regulations. The facilities must have all required permits from federal, state, regional, county and city agencies necessary for them to operate and be in full compliance with all such permits. Contractor shall provide to City copies of all notices of violations respecting any facility used by Contractor that could affect Contractor's ability to perform under this Agreement, as well as amendments to permits, including any extensions. Any such facility must be authorized to accept, under its existing permits, and have sufficient uncommitted capacity to accept, all Solid Waste delivered to it from the Franchise Area for the term of this Agreement.

C. Disposal in Compliance with Laws and Regulations. Throughout the term of this Agreement, it is Contractor's sole responsibility to dispose of the Solid Waste collected in accordance with this Agreement in a safe manner and in compliance with all federal, state, and local laws and regulations.

SECTION 10 - SECURITY FOR PERFORMANCE AND INSURANCE

A. Security for Payment. If Contractor fails to make timely payment of any Franchise Fees owed to City after 10 days written notice from City demanding such payment, City may require Contractor, in addition to paying the late Franchise Fee payment plus default interest thereon, to deposit with City a cash deposit, a performance bond, or a letter of credit for the benefit of City in the sum of Seventy-Five Thousand Dollars ($75,000). Any cash deposit shall be placed by City in an interest-bearing account. The cash deposit, performance bond, or letter of credit shall be on terms acceptable to City's counsel. The cash deposit, performance bond, or letter of credit shall serve as security for the faithful performance by Contractor of all obligations under this Agreement. All interest shall be paid to Contractor.

(1) After 30 days following Contractor's failure to pay the City any amount owing under this Agreement, plus interest at the rate of fifteen percent (15%) per annum, or, if less, the maximum interest rate allowed by law, the cash deposit, performance bond, or letter of credit may be assessed by the City upon five days' prior written notice to Contractor for purposes including, but not limited to:

(a) Failure of Contractor to pay to City sums due under the terms of this Agreement;

(b) Reimbursement of costs borne by City to correct Agreement violations not corrected by Contractor, after due notice; and

(c) Monetary remedies or liquidated damages assessed against Contractor due to breach of this Agreement.

(2) Contractor shall deposit a sum of money sufficient to restore the cash deposit, or restore the performance bond or letter of credit to its original amount within 30 days after notice from the City that any amount has been withdrawn from the cash deposit, performance bond, or letter of credit.

B. Insurance. Contractor shall provide proof of policies of insurance satisfactory to City's Risk Manager evidencing that Contractor maintains insurance meeting the following requirements:

(1) Workers' Compensation and Employers' Liability Insurance covering all employees of the Contractor as required by law in the State of California.

(2) Commercial General Liability Insurance of not less than Five Million Dollars ($5,000,000) combined single-limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractor's liability.

(3) Automobile Liability Insurance of not less than Five Million Dollars ($5,000,000) to cover Contractor's motor vehicles used in the performance of this Agreement.

(4) Environmental Impairment Insurance in an amount not less than Five Million Dollars ($5,000,000) per occurrence.

(5) Explosion, Collapse and Underground coverage if Contractor's scope of work includes XCU exposures.

(6) The required insurance policies will be issued by an insurance company acceptable to City's Risk Manager (which approval shall not be unreasonably withheld), or be provided through partial or total self-insurance likewise acceptable to City's Risk Manager.

(7) The City, its officers, officials, employees, and volunteers must be included as additional insureds, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all policies except Workers' Compensation and professional liability insurance policies. Proof that the City is named as an additional insured

shall be made by providing the Risk Manager with a certified copy, or other acceptable evidence, of an endorsement to Contractor's insurance policy.

(8) If Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three years following the expiration of this Agreement.

(9) Any deductibles or self-insured retentions must be declared to and approved by the City, which approval shall not be unreasonably withheld.

(10) The required insurance policies must provide that no cancellation or material change in any policy shall become effective except upon 30 days prior written notice to City.

(11) Contractor agrees that the required insurance shall be in effect at all times during the term of this Agreement. If insurance coverage is scheduled to expire at any time during the term of this Agreement, Contractor agrees to provide, at least 30 days prior to the expiration date, a new certificate of insurance evidencing coverage as provided for herein for not less than the remainder of the term of the Agreement or for a period of not less than one year (for an occurrence policy) or three years (for a claims made policy). New certificates of insurance are subject to the approval of City's Risk Manager.

(12) Contractor's insurance certificates shall meet such additional standards as may be reasonably determined by the Risk Manager for the City's protection.

(13) Contractor shall not commence performance of this Agreement unless and until compliance with these insurance requirements is achieved.

(14) Contractor's failure to maintain the required insurance, or to comply with any of the requirements of these insurance provisions, shall constitute a material breach of this Agreement.

(15) Contractor's failure to comply with the reporting provisions of the insurance policies shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.

(16) Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers, shall be excess to Contractor's insurance and shall not contribute with it.

(17) Contractor's insurance companies shall have no recourse against the City, its officers, officials, employees, volunteers, or any of them, for payment of any premiums or assessments under any policy issued.

(18) Contractor's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Agreement.

SECTION 11 - TERM

A. Initial Term. The Initial Term of this Agreement shall commence on the Commencement Date and terminate on December 31, 2028. However, if as of December 31, 2010, Contractor has not completed construction of Phase I of the proposed Resource Recovery Facility described in Exhibit D, and commenced the operation of that facility, this Agreement shall terminate on December 31, 2014. The December 31, 2010, date will be extended by the City as may be necessary to accommodate any delays beyond the reasonable control of Contractor where Contractor's has used reasonable business efforts to avoid or mitigate those delays. The term "reasonable business efforts" means "those efforts a reasonably prudent business person would expend under the same or similar circumstances in the exercise of such person's business judgment, intending in good faith to take steps calculated to satisfy the obligation that such person has undertaken to satisfy." If the term of this Agreement will end on December 31, 2014, Contractor is relieved of any obligation to construct the proposed Resource Recovery Facility.

B. Renewal Options. City has the right, in its sole discretion, to unilaterally extend the term of this Agreement for additional periods of one year each, up to a maximum of two such extensions. If City elects to extend this Agreement for either one or both of these optional extension periods, City shall give Contractor notice of its election to exercise each such option a minimum of 90 days before the then current termination date.

SECTION 12 - FRANCHISE TRANSFERABLE; CITY'S CONSENT REQUIRED

A. No Assignment Without Consent. The franchise granted by this Agreement shall not be transferred, sold, hypothecated, sublet, or assigned, nor shall any of the rights, privileges, or interests herein be hypothecated, leased, assigned, subcontracted, sold or transferred, either in whole or in part, without the prior written consent of City expressed by resolution of the City Council. Any attempt by Contractor to assign this franchise without City's consent shall be void. Notwithstanding the foregoing, Contractor may assign or subcontract this Agreement, or portion thereof, to an affiliate of Contractor following advance written notice to City, provided that the assignor shall remain liable for performance of this Agreement.

Following any assignment for which City consent is required pursuant to this Section 12, Contractor's assignee shall not be allowed to recover in its rates established under this Agreement any of the assignee's costs of acquisition or to recoup any interest or financing charges incurred by that assignee relating to the costs of such assignment; provided, however, that nothing herein shall be construed as disallowing any financing, interest, or depreciation charges for Phase I of the Resource Recovery Facility, or for other capital costs incurred prior to the assignment, to the extent that those charges were previously authorized by City to be recaptured in Contractor's rates.

B. Assignment Defined. The term "assignment" means any dissolution, merger, consolidation, or other reorganization of Contractor that results in a change of control of Contractor, or the sale or other transfer of a controlling percentage of Contractor's capital stock to a person who, on the date of execution of this Agreement, is not a shareholder, management employee, principal, or affiliate of Contractor.

C. "Change in Control" Defined. City consent is required for any change in control of Contractor. "Change in control" means any sale, transfer, or acquisition of Contractor. If Contractor is a corporation, any acquisition of more than ten percent (10%) of Contractor's voting stock by an entity or an individual, or group of persons acting in concert, constitutes a change in control; provided, however, that any transfer of ownership of any or all of the voting stock of Contractor to a wholly-owned subsidiary or to an affiliate of Contractor, or transfers, directly or indirectly, to an existing owner, or transfers by an existing owner to a current or future family member (including adopted or stepchildren), or to any current or future direct lineal descendant of an existing owner shall not constitute a change in control, provided that the transferor shall remain liable for performance of this Agreement. In the event of any such excepted transfer, the transferee shall be subject to the provisions of this Agreement, including the restrictions on any subsequent transfers.

D. Breach. Any assignment by, or change in control of, the Contractor occurring without prior City approval shall constitute a material breach of this Agreement.

E. City's Option to Terminate; Conditions to Assignment. If Contractor attempts to assign or subcontract this Agreement, or any part hereof, in contravention of this Section 12, City has the right to elect to terminate this Agreement without suit or other proceeding. City may in its reasonable discretion condition its consent to any assignment of this Agreement on the assignee's written agreement to incorporate additional terms and conditions in this Agreement, including provisions for liquidated damages, enhanced performance standards, and additional financial assurances and guarantees, in order to ensure that the assignee continues to deliver the highest quality of services to its customers at reasonable rates.

F. Conditions to Obtaining City's Consent. City's consent to an assignment or change of control may be withheld in the City's sole and unfettered discretion and may also be withheld if, inter alia, the following conditions are not satisfied:

(1) Contractor shall give City at least 90 days' advance written notice of Contractor's intent to sell, transfer, or assign this Agreement. As part of that notice, Contractor shall provide to City the following written information:

(a) The name, address, and telephone number of the proposed assignee.

(b) The nature of the legal entity owning or controlling the assignee, and the names, addresses, and telephone numbers of all principals, partners, shareholders as may be applicable.

(c) Financial statements of the proposed assignee for the immediately preceding five years, demonstrating that the proposed assignee's financial status is sufficient to enable it to perform all of Contractor's obligations.

(d) Satisfactory proof that the proposed assignee has at least seven years of municipal solid waste experience on a scale equal to or exceeding the scale of operations conducted by Contractor and has operated in a manner consistent with its contractual obligations to other municipalities which it serves, including compliance with AB 939.

(e) Satisfactory proof that in the last seven years the proposed assignee has conducted its waste management operations in a manner satisfactory to other municipalities in which it operates and in compliance with applicable law and regulations.

(f) A copy of all purchase or assignment agreements containing, at a minimum, the terms and conditions of the sale, transfer, or assignment of this Agreement, and of Contractor's Solid Waste and Recycling business; provided, however, that the dollar amount of any financial consideration may be redacted from those copies unless and until that information becomes relevant to the review of the transferee's rates under this Agreement. Nothing in this Agreement obligates City to treat any of those acquisition costs as an allowable expense of the transferee for rate-setting purposes.

(2) The proposed transferee must demonstrate, by credible and sufficient evidence, that it is qualified, by financial condition, background, and experience, to assume and satisfactorily perform all of Contractor's obligations hereunder, and to perform under this Agreement in a manner that will assure the City's compliance with AB 939.

(3) The transferee must assume, in writing, all of the obligations specified in this Agreement.

SECTION 13 - FRANCHISE TRANSFER; FEES

A. Transfer Fee Deposit. Any application for a franchise transfer shall be made in a manner specified by City. The application shall include a transfer fee deposit in an amount to be set by resolution of the City Council to cover the anticipated cost of all direct administrative expenses of City, including consultants and attorneys, that are necessary to analyze the application, and to reimburse City for all direct and indirect expenses. This transfer fee deposit shall not exceed Ten Thousand Dollars ($10,000). Reimbursement to City from this transfer fee deposit shall be supported with evidence of the expenses or costs incurred. If the transfer fee deposit is insufficient to reimburse City's costs and expenses, the applicant shall pay any additional amount within 30 days after receipt of City's itemized statement.

B. Non-Recoverable Costs. The franchise transfer fee deposit is over and above any franchise fees specified in this Agreement, and shall not be a recoverable cost for rate-setting purposes.

SECTION 14 - RESOURCE RECOVERY FACILITY

A. Revenues from Ratepayers. The parties acknowledge that construction of the proposed Resource Recovery Facility that is described in the attached Exhibit D will be funded, in part, by City's ratepayers that are subject to the three-year, nine percent (9%) annual increases in Contractor's rates as described in Section 22(A) of this Agreement. The Resource Recovery Facility will be constructed on land that is owned by Contractor.

B. Restrictive Covenants Agreement. Prior to City's disbursement of funds to Contractor as provided for in Section 22(A)(4)(c), City and Contractor shall execute and record a Restrictive Covenants Agreement as specified in Section 22(A)(4)(c)(i).

SECTION 15 - DEFAULT AND TERMINATION

Each of the following shall constitute a material breach of this Agreement on the part of Contractor:

A. Material Breach of Contractor's Obligations. The material failure or refusal of Contractor to comply with the obligations imposed on Contractor by this Agreement. In the event of any material breach by Contractor of any of the terms of this Agreement, City and Contractor shall meet and confer in good faith in an effort to agree on a resolution and cure of the breach. If the parties are unable to agree on the informal resolution or cure of the breach, City has the right to terminate this Agreement if:

(1) The City shall have given prior written notice to the Contractor specifying that a particular default or defaults exist that will, unless corrected, constitute a material breach on the part of the Contractor.

(2) Contractor has not corrected such default within 90 days from the date of the notice given pursuant to paragraph (A)(1) above, or, if the default is not reasonably correctable within that time, Contractor has not taken reasonable steps to commence to correct the same within those 90 days, or thereafter does not diligently continue to take reasonable steps to correct the default.

(3) Any lender who has advanced funds or participated in the financing of the Resource Recovery Facility will have 30 days after Contractor's default cure period has expired to cure any Contractor defaults and to reinstate this Agreement on behalf of Contractor.

B. Events of Insolvency. The Contractor (1) being or becoming insolvent or bankrupt, or ceasing to pay its debts as they mature, or making an arrangement with or for the benefit of its creditors, or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property; or (2) being or becoming a party to a voluntary or involuntary bankruptcy, winding up, reorganization, insolvency, arrangement, or similar proceeding instituted by or against Contractor under the laws of any jurisdiction, which proceeding, if involuntary in nature, has not been dismissed within 60 days; or (3) taking any action approving of, consenting to, or acquiescing in any such proceeding; or (4) being a party to the levy of any distress, execution, or attachment upon the property of Contractor that substantially interferes with Contractor's performance under this Agreement. If Contractor is or becomes insolvent or bankrupt, Contractor shall (1) assume or reject this Agreement within 60 days after the order for relief; (2) promptly cure any event of default arising under this Agreement; and (3) provide adequate assurance of future performance of this Agreement under applicable provisions of the Federal Bankruptcy Code. The foregoing provisions do not prevent City from requesting other conditions relating to the assumption of this Agreement, as it deems reasonable and necessary.

C. No Waivers. No waiver of a breach will be deemed to be a waiver of any subsequent breach or be construed as approval of a course of conduct.

D. Termination by City. Upon the occurrence of a material breach and the City Council's declaration of termination of this Agreement, this Agreement and the franchise granted thereunder shall be of no further force or effect, except those provisions concerning City's right to indemnity and to temporarily assume Contractor's obligations. City may then enter into

whatever other arrangements are deemed justified and necessary for the collection, removal, and disposal of solid waste within the Franchise Area.

E. Termination by Contractor. Should Contractor at any time contend that City has breached any material provision of this Agreement, Contractor shall immediately notify City in writing of that contention. City shall have a reasonable time to cure any alleged breach, which in all events shall not be less than 90 days, or such longer period as may be reasonably required to cure the breach. If City fails to cure the breach within that time, Contractor may terminate this Agreement.

SECTION 16 - RIGHTS OF CITY TO PERFORM DURING EMERGENCY

A. Emergency Collection. Should Contractor, for any reason, refuse or be unable to collect, transport, and dispose of any or all of the Solid Waste that it is obligated under this Agreement to collect, transport, and dispose of for a period of more than 72 hours, and if, as a result, Solid Waste accumulates in the Franchise Area to such an extent, in such a manner, or for such time that City, in the exercise of its sole discretion, finds that such accumulation endangers or menaces the public health, safety, or welfare, then City has the right, upon 24 hours prior written notice to Contractor, during the period of such emergency, to contract on a temporary basis with third parties to collect and transport all Solid Waste that Contractor would otherwise be obligated to collect and transport under this Agreement.

B. Contractor to Cooperate. Contractor will fully cooperate with City and its third-party contractor to effect such a transfer of operations in as smooth and efficient a manner as is practicable.

C. Contractor to Pay Increased Costs. All costs, fees, and other expenses incurred by City and its third-party contractor that exceed those that would have been incurred by City had no such emergency arisen shall be the responsibility of Contractor, and shall be paid to City within 30 days of Contractor's receipt of written notice to so pay, unless those costs, fees, or other expenses have resulted from an event or condition of Force Majeure that prevented Contractor from meeting its obligations under this Agreement.

SECTION 17 - PRIVACY

A. Privacy of Customer Information. Contractor shall use all reasonable efforts to observe and protect the rights of privacy of its employees and customers. Information identifying individual customers, or the contents of a customer's refuse or recyclables, shall not be intentionally disclosed to any person, private agency, or company unless upon the request of federal or state law enforcement personnel, the authority of a court of law, by statute, or upon authorization by the customer. This provision shall not be construed to preclude Contractor from preparing, participating in, or assisting in the preparation of waste characterization studies or wastestream analyses that may be required by AB 939, or any other reports requested by City under this Agreement, or required or requested by any governmental agency.

B. Mailing Lists. Contractor shall not market or distribute outside the normal course of its business any mailing lists with the names and addresses of customers.

C. Video Camera Monitoring. Contractor shall comply with all applicable federal and state laws concerning the use of video monitoring cameras at Contractor's Transfer Station, Materials Recovery Facility, Resource Recovery Facility, and other areas of Contractor's operations, and shall provide to City evidence of Contractor's compliance. City shall use good faith efforts to notify Contractor of any theft, violence, or other criminal or otherwise unlawful behavior it observes in monitoring activities at Contractor's facilities.

SECTION 18 - RECORDS AND ACCOUNTING

A. Financial Reporting. Contractor shall maintain a proper set of books and records on an accrual basis, and shall prepare an annual audited financial statement, in accordance with generally accepted accounting principles, accurately reflecting the business done by it under this Agreement. Contractor shall submit to City each year a copy of its audited annual financial statement as soon as it is received, but in all events no later than four months following the close of Contractor's fiscal year. In addition, Contractor shall provide City with quarterly reports showing the financial performance of its Materials Recovery Facility operations, as well as the financial performance of Contractor's other recycling programs. These reports shall show (for each category of Recyclable Materials requested by City) actual diversion data, the actual cost of diverting those Recyclable Materials from the wastestream, and revenues received from the sale of such Recyclable Materials.

B. Service Records. Contractor shall maintain all records relating to the services provided hereunder, including, but not limited to, customer lists, billing records, route maps, AB 939 records, and customer complaints, for a period of five years from the date of the generation of each such record. City or its agents have the right, upon 10 business days' advance notice, to inspect all maps, AB 939 records, books and records, customer complaints, and other like materials of Contractor that reasonably relate to Contractor's compliance with the provisions of this Agreement. These records shall be made available to City at Contractor's regular place of business, but in no event outside of City. Contractor shall further maintain, and make available to City, records of the number of customers, total and by type, route maps and route listings, service records, and other operating statistics in such manner and with such detail as City may require. City shall treat the information required by this paragraph that affects Contractor's competitive position as confidential information to the extent permitted by law. City shall not make or retain copies or photocopies containing information set forth in Contractor's confidential financial and business records pertaining to the establishment of rates and the payment of franchise fees without executing a Confidentiality Agreement providing that City shall hold and keep such copies and photocopies confidential. The Confidentiality Agreement shall be negotiated in good faith between City and Contractor and set forth in a separate legally-binding document.

C. Underpayment of Franchise Fees. Should any examination or audit of Contractor's records reveal an underpayment of any fee required by this Agreement, the amount of that underpayment shall become due and payable to City not later than 30 days after written notice of that underpayment is sent to Contractor by City. Should an underpayment of more than two percent (2%) be discovered, Contractor shall bear the entire cost of City's audit or examination and that cost shall not be recoverable through rate setting.

D. Examination of Financial Records.

(1) The information required by this Section 18 pertains to Contractor's operations regulated by this Agreement, and nothing contained herein requires Contractor to provide City with information pertaining to Contractor's operations that are not regulated by City, except as provided in this paragraph (D).

(2) City's agents are entitled to examine the books, records, and financial statements of Contractor and its Affiliates pertaining to operations not regulated by City for the sole purpose of gathering information necessary to allow the agents to ascertain whether income, expenses, assets, and liabilities are reasonably and consistently allocated among operations regulated by City and those not regulated by City, and to assess the reasonableness of any transactions between Contractor and any of its Affiliates. A transaction shall be deemed to be reasonable if, in the judgment of City's agents, the price for any goods or services provided by an Affiliate to Contractor represents an established going-market price for those goods or services. Contractor shall obtain City's written approval of its method of segregating its financial records as between City-regulated and non-City regulated operations.

(3) Information derived from the examination of records pertaining to operations not regulated by City shall be treated by City and its agents as confidential information in accordance with applicable state law. City's agents shall prepare a confidential report regarding the results of their examination of Contractor's non-regulated operations and transactions with Affiliates. City's agents shall issue a report to City's counsel on Contractor's non-regulated operations and Contractor's transactions with Affiliates, and that report shall remain confidential, except that the dollar amount and general description of any costs that City's agents recommend be disallowed shall be disclosed to City's governing body. If Contractor appeals the conclusions of that report to City's governing body, Contractor shall decide what portions, if any, of that report shall be disclosed to City's governing body. City's governing body shall then consider Contractor's appeal but may, in its discretion, deny the appeal if inadequate information has been disclosed to City's governing body to make an informed decision on that appeal.

(4) For review of books and other financial records necessary to verify the Contractor's income, expenses, assets, and liabilities, "Agent" shall mean an independent Certified Public Accountant or public accountancy firm or other independent agent designated by City.

E. Public Records. Nothing in this section prevents City from allowing public access to City's records as provided for under the applicable laws of California. If any dispute arises as to public access to information provided by Contractor under the terms of this Agreement, City shall in its discretion provide public access to that information provided by Contractor under the terms of this Agreement, according to law, or tender the defense to Contractor of any claims made against the City concerning that information. City shall make a good faith effort to notify Contractor of the intended release of information.

F. City Access to Customer Lists. Upon reasonable notice, and at those times designated by City, Contractor shall supply to City lists of the names of all customers who are provided any service by Contractor within the Franchise Area. At the same or other time, City may request and Contractor shall provide information specifying each customer's address, type of service provided to that customer, the number and type of authorized Solid Waste containers used by or provided to each customer, whether and which customers are believed to be violating

this Agreement or any mandatory subscription ordinance or other provision of the law, and any other information that City determines, in its sound discretion, is reasonably required to monitor implementation of this Agreement and to discharge City's obligations under the law.

SECTION 19 - REPORTS AND ADVERSE INFORMATION

A. Annual Reports. Upon City's request within 120 days after the close of Contractor's fiscal year ending on June 30th of each year, Contractor shall submit to City a written annual report, in a form approved by City, that includes, but is not limited to, the following information:

(1) A summary of the previous year's activities (or in the case of the initial year, the initial year's activities), including, but not limited to, services begun or discontinued during the reporting year, and the number of customers for each class and level of service.

(2) A revenue statement setting forth quarterly Franchise Fees that have been paid, and the basis for their calculation, certified under penalty of perjury by an officer of Contractor.

(3) A list of Contractor's officers and members of its Board of Directors.

B. Adverse Information. Contractor shall provide City with two copies of all reports or other documents that adversely reflect on Contractor's performance under this Agreement, which reports or documents are submitted by Contractor to the California or U.S. EPA, the California Integrated Waste Management Board, or any other federal, state, or county agency. Copies shall be submitted to City simultaneously with Contractor's filing of such reports with those agencies. Contractor's routine correspondence to those agencies need not be automatically submitted to City but shall be made available to City upon written request, as provided in this section.

(1) Contractor shall submit to City copies of all pleadings, applications, notifications, communications, and documents of any kind, that are submitted by Contractor to, as well as copies of all decisions, correspondence, and actions by, any federal, state, and local courts, regulatory agencies, and other governmental bodies relating specifically to any material aspects of Contractor's performance of services under this Agreement. Any data that Contractor seeks to be excluded from provisions of the California Public Records Act shall be clearly identified as such by Contractor with the basis for that exclusion clearly specified. If City receives a request under the Public Records Act, or by subpoena, City shall notify Contractor so that Contractor may object to the release of the information requested or subpoenaed.

(2) Contractor shall submit to City such other information or reports in such forms and at such times as City may reasonably request.

(3) All reports and records required under this or any other section shall be furnished by Contractor, and the expense incurred in the gathering and preparation of those reports and records may, at Contractor's discretion, be included in the rate base.

C. AB 939 Requirements. During the term of this Agreement, Contractor shall submit to City quarterly, and more often if required by law, information reasonably required by

City to meet its reporting obligations imposed by AB 939, and the regulations implementing AB 939, in a manner approved by City . Those reports include, but are not limited to: South Lake Tahoe Waste Management Authority – Monthly Waste Facility Diversion Summary; South Tahoe Refuse Transfer Station Export Report; and Waste Generation Summary Report – Jurisdictional Allocation. Contractor will submit such reports and information on computer disks, or by model, in a format compatible with City's computers, if practicable. Contractor will render to City all reasonable cooperation and assistance in meeting the requirements of City's source reduction and recycling element and non-disposal facility element.

D. Waste Audits.

(1) At City's request, Contractor shall conduct waste audits where those waste audits are necessary to enable City to comply with the requirements of federal or state law.

(2) The results of these waste audits will be memorialized on forms either designed or approved by City.

(3) The purpose of the waste audits is to identify the volume and characteristics of solid waste being generated by customers.

(4) A copy of the waste audit shall be provided by Contractor to its customers and to City.

E. Failure to Report. The refusal, failure, or neglect of Contractor to file any of the reports required, or to provide material information to City, or the intentional inclusion of any materially false or misleading statement or representation knowingly made by Contractor shall be deemed a material breach of this Agreement and shall subject Contractor to all remedies, legal or equitable, that are available to City under this Agreement.

SECTION 20 - REVIEW OF PERFORMANCE AND QUALITY OF SERVICE

A. Performance Review. From time to time, at its sole discretion, City may examine Contractor's operations in order to evaluate whether Contractor is operating at a satisfactory level of efficiency and customer satisfaction in accordance with industry standards. Contractor will cooperate in any such examination and shall permit City's representatives to inspect, at Contractor's principal place of business, such information pertaining to Contractor's operations as City may require, including, but not limited to, customer inquiry records, collection routes, and equipment records. Access to Contractor's records is subject to the provisions of Section 18.

B. Public Hearing. At City's sole option, within 90 days of the first anniversary of the Commencement Date of this Agreement, and each year thereafter throughout the term of this Agreement, City may hold a public hearing, at which Contractor shall be present and shall participate, to review Contractor's performance and quality of service. The reports required by this Agreement regarding customer complaints shall be used as the basis for review. In addition, any customer may submit comments or complaints during these review meetings, either orally or in writing, and these shall be considered.

C. Report on Performance. Within 30 days after the conclusion of the public hearing, City shall issue a report with respect to the adequacy of performance and quality of

service, using industry standards as a baseline for acceptable performance. If any non-compliance with the franchise is established, City may direct Contractor to correct the inadequacies or may initiate default proceedings in accordance with Section 15 above.

D. Customer Surveys; Billing Information.

(1) Contractor shall provide prompt, efficient, continuous, and professional service to its customers.

(2) Upon City's request, as part of the annual review of performance described above, Contractor shall, at a cost not to exceed $20,000, conduct a survey or surveys of all customers to determine their satisfaction with Contractor's service including, without limitation, response to customer complaints. The survey methodology, format, and content shall be subject to City's prior review and approval. A copy of the survey results shall be sent to City within 60 days of their completion. Nothing in this paragraph shall limit the right of City to conduct additional surveys at its own expense. Contractor shall reasonably cooperate with City in those cases.

(3) Upon initiation of service, Contractor shall deliver to its customers information concerning the conditions of service, including, but not limited to, rates, fees, charges, service options, payment options, discounts (if any), days of collections, the amount and manner of refuse to be collected, service level, and inquiry/complaint procedures, including the name, address, and local telephone number of Contractor. The form and content of this information is subject to City's review and approval.

SECTION 21 - SYSTEM AND SERVICES REVIEW

To provide for technological, economic, and regulatory changes in solid waste collection, to facilitate recycling programs, to promote competition in the solid waste industry, and to achieve a continuing, advanced solid waste collection system, the following system and services review procedures are established.

A. Public Hearing. At City's sole option, City may hold a public hearing on or about the first anniversary date of this Agreement to review Contractor's collection systems and services. Subsequent system and services review hearings may be scheduled by City every two years thereafter. It is City's intent to conduct any system and services review concurrently with the annual review of performance and quality of service as provided for above in Section 20.

B. Contractor's Report. Sixty days after receiving notice from City, Contractor shall submit a report to City setting forth the following:

(1) All solid waste collection and recycling services that are reported in solid waste collection and recycling industry trade journals as being commonly provided on an operational basis, excluding tests and demonstrations, to communities in the United States with comparable populations, and that are also provided by Contractor to City.

(2) Changes recommended to improve City's ability to meet the goals of AB 939.

(3) Contractor's specific plans for the provision of new services, along with the estimated expenses and adjustments to rates necessary to compensate Contractor for providing these services, or a justification for Contractor's belief that such new services are not feasible for the Franchise Area.

C. Services Review Topics. Topics for discussion and review at the system and services review hearing shall include, but shall not be limited to, services provided, customer complaints, rights of privacy, amendments to the Agreement, developments in the law, and new initiatives for meeting or exceeding AB 939's goals and regulatory requirements. City and Contractor may each select additional topics for discussion at any system and services review hearing.

D. City's Report. After the conclusion of each system and services review hearing, City may issue a report. The report shall summarize the systems and services review hearing and address services not being provided to City that City considers to be technically and economically feasible. City may require Contractor to provide such services within a reasonable time, for reasonable rates and compensation.

SECTION 22 - COMPENSATION

A. Contractor Rates. Contractor shall provide all management, supervision, personnel, materials, equipment, utilities, services, and supplies necessary to perform all services, obligations, covenants and other acts required of Contractor under this Agreement for the rates specified in Exhibit C, as adjusted pursuant to this section. Contractor shall pay all real estate taxes and assessments, general or special, ordinary or extraordinary, of every nature and kind, and any possessory interest tax, that may be levied, assessed, charged, or imposed, or may be or become a lien or charge upon any of the buildings, improvements, equipment, or other real or personal property of Contractor. Contractor shall not receive any form of payment or other consideration from the City for its performance under this Agreement other than the grant of the exclusive franchise. Contractor instead shall look solely to its customers in the Franchise Area for payment for all of Contractor's services under this Agreement.

(1) Rates on Commencement Date. The rates specified in Section I of Exhibit C are the Contractor's approved rates that are effective on the Commencement Date. These approved rates include the 9% annual increase that became effective on January 1, 2007, as referenced below in subparagraph (2).

(2) Prior Annual Rate Increases. The parties acknowledge that, in March 2005, City adopted a three-year tiered increase in Contractor's rates to facilitate the financing of Phase I of a Resource Recovery Project. This three-year tiered increase, as approved by Resolution No. 2005-13 adopted by the City Council, authorized three successive 9% annual increases in Contractor's rates for solid waste collection and processing services. The first 9% annual increase became effective on April 1, 2005; the second 9% annual increase became effective on January 1, 2006; and the third 9% annual increase became effective on January 1, 2007.

(3) Contractor's Retention of 2005 Rate Increase. Contractor was authorized under City's Resolution No. 2005-13 to retain the full amount of revenues derived from the 9% annual increase in rates that became effective on April 1, 2005.

(4) Contractor's Payment and City's Disbursement of 2006 and 2007 Rate Increases.

(a) The parties acknowledge that, during all of calendar year 2006, and during that portion of calendar year 2007 ending on the Commencement Date of this Agreement, Contractor has paid to City, or has been obligated to pay to City, all revenues derived from the 9% annual increases in rates that became effective on January 1, 2006, and on January 1, 2007. These revenues paid by Contractor to City have been placed in an account established by City's Director of Finance that is designated as the "South Tahoe Refuse Resource Recovery Project" ("Trust Fund").

(b) Upon the Commencement Date of this Agreement, City acknowledges that Contractor is entitled to payment from the Trust Fund in an amount equal to one-third of the 9% annual increases in rates that have been paid by Contractor to the Trust Fund since January 1, 2006, plus a pro rata share of all accrued interest on that amount. To the extent that Contractor's 2007 payments to City have accrued but remain unpaid as of the Commencement Date, Contractor is entitled to retain one-third of the 9% annual increase and is obligated to pay two-thirds of the 9% annual increase to the City for the applicable payment period and for the remainder of calendar year 2007. This disbursement of funds from the Trust Fund will be made by City in recognition of the satisfaction of the following conditions specified in Resolution No. 2005-13:

(i) The execution by City and Contractor of a new franchise collection agreement providing for the financing, construction, and operation of the Resource Recovery Project, Phase I; and

ii) The completion of any rate review that City has elected to undertake prior to the Commencement Date of this Agreement.

(c) After City's disbursement to Contractor of funds from the Trust Fund as provided for above in subparagraph (b), additional disbursements from the Trust Fund shall be made by City to Contractor in accordance with the following provisions:

(i) The remaining two-thirds of the funds, plus accrued interest, attributable to the 9% rate increase that became effective on January 1, 2006, will be paid by City to Contractor upon completion of Milestone No. 1, which requires compliance with the following conditions:

(A) Contractor shall provide to City verification that Contractor has obtained all required permits and financing commitments in order to initiate construction of Phase I of the Resource Recovery Project.

(B) Contractor and City shall have entered into a Restrictive Covenants Agreement which requires that the real property designated for construction of the Resource Recovery Facility, and, upon completion of its construction, the Resource Recovery Facility, be continuously owned and operated by Contractor, or its

authorized successors and assigns, for a period commencing with the date of disbursement of the funds referenced above in subparagraph (i) and ending on the expiration date of this Agreement. The Restrictive Covenants Agreement will be substantially in the form attached as Exhibit G to this Agreement, subject to such revisions as may be approved by the parties. The Restrictive Covenants Agreement will be recorded in the Official Records of the El Dorado County Recorder against Contractor's real property upon which the Resource Recovery Facility will be constructed. Upon recordation, the Restrictive Covenants Agreement will not be subject to any prior liens or encumbrances other than property taxes not yet due and encumbrances against the property for the sole purpose of financing construction of the Resource Recovery Facility.

(ii) The remaining two-thirds of the funds, plus accrued interest, attributable to the 9% rate increase that became effective on January 1, 2007, will be paid by City to Contractor upon completion of Milestone 2, which requires that Contractor provide to City verification of Contractor's completion of 50% of the construction of Phase I of the Resource Recovery Project.

(5) City's Powers. The City Council shall review and approve all rates and charges assessed by Contractor for all services it performs in the Franchise Area.

(6) Extra Charges. Contractor shall not impose charges on customers for extra services or for other reasons, except where expressly allowed by the rate schedule approved by the City Council.

B. Time for Rate Settings, Rate Settings Procedures, and COLA Increases. The City Council shall review and approve the rates to be charged by Contractor. Commencing January 1, 2008, and every four years thereafter, Contractor may apply as hereinafter provided for a general rate increase. Contractor's rates shall remain unchanged (except for COLA increases) unless Contractor submits a written request to the City Council for a general rate adjustment no earlier than September 1 and no later than November 1 of the year prior to the year when a general rate adjustment can be implemented. In the intervening years when Contractor cannot apply for a general rate adjustment, Contractor shall be entitled to increase its rates on January 1 of each year pursuant to the cost-of-living adjustment (COLA) formula set forth in the attached Exhibit "E". If the City Council later determines to regulate the rates of less than all of Contractor's services, that shall not be construed as a waiver of City's rights to regulate the rates of services not then regulated. When applying for a general rate adjustment, Contractor shall submit to the City Council an application in a form to be determined by the City Council, which shall include proposed collection rates and revenues and operating cost and pass-through cost projections for the upcoming two-year period, which projections shall have a reasonable factual basis. Rates shall be proposed with the intent to reimburse Contractor for allowed operating and pass-through costs and allowed profit. The City Council has the right to review Contractor's projections, and if it determines that Contractor's projections or any components thereof are unreasonable, then the City Council may make adjustments, with a reasonable factual basis, in Contractor's projections of its operating costs and pass-through costs and in approving proposed

rates. If Contractor believes the City Council has acted unreasonably, it has the right to commence an action in law or equity to determine the reasonableness of Contractor's projections, or components thereof, and the rates determined thereby. By this Agreement, neither City nor its governing body or staff agree, guarantee, or warrant that such projections or adjustments will be accurate or that Contractor will in fact obtain reimbursement of all of its operating costs or pass-through costs, or that Contractor will achieve its projected profit margin. Contractor expressly assumes the risk that its costs may be higher than projected in the rate review and approval process and that its revenues may be lower than projected. When a general rate adjustment has been requested, as provided above, Contractor shall provide written notice to each ratepayer, in a form approved by City, of the time, date, and place of each hearing set by the City Council to review and approve the proposed rates. Contractor shall provide that notice at least 10 but not more that 60 days prior to the hearing date.

Notwithstanding the foregoing, the City Council may initiate a general review of Contractor's rates at any time after January 1, 2008. This rate review shall be conducted in accordance with the provisions of this section.

Contractor is entitled to a rate increase whenever Contractor's landfill disposal costs increase due to a rate increase at the landfill used by Contractor. This rate increase is only for the purpose of passing through the disposal cost increase in Contractor's collection rates. Contractor shall provide the City Council with a minimum of 30 days' advance written notice of this proposed increase, including satisfactory evidence of the landfill tipping fee increase and a calculation showing the amount of the proposed increase in Contractor's collection rates needed to recoup the disposal cost increase. The City Council may reasonably request further information from Contractor justifying the proposed rate adjustment, and to the extent feasible, shall consider the request for an increase within that 30-day period. This 30-day period may be extended by mutual agreement of the parties.

In addition, the City Council shall consider a proposed revision to Contractor's rates whenever Contractor establishes to the satisfaction of the City Council that unforeseen circumstances have arisen that have materially affected Contractor's costs or revenues under this Agreement.

C. Operating Costs. Operating costs used to determine Contractor's rates include Solid Waste collection, processing, and disposal costs. These include costs of operating Contractor's transfer station, Materials Recovery Facility, and Resource Recovery Facility, prorated to reflect the amount of City's franchised Solid Waste processed at these facilities compared to all Solid Waste processed at these facilities. Operating costs shall exclude the following:

(a) income taxes;

(b) payments to Affiliates of Contractor other than reasonable compensation for goods sold or services rendered;

(c) entertainment expenses;

(d) fines and penalties;

(e) cost of repairs due to operator negligence;

(f) charitable and political donations;

(g) expenses not associated with Solid Waste operations franchised under this Agreement;

(h) unreasonable expenses in kind or amount;

(i) capital costs, depreciation, and amortization expenses associated with the Materials Recovery Facility building and the Resource Recovery Facility buildings, but reasonable depreciation of equipment located in these buildings shall be allowed as an operating cost;

(j) the principal portion of any loan repayments; and

(k) any other costs disallowed under the terms of this Agreement.

D. Officers' Salaries. Operating costs shall include reasonable salaries, bonus compensation, health insurance, and pension plan benefits. In connection with any general rate review requested by Contractor or initiated by the City Council, the burden shall be upon Contractor to demonstrate the reasonableness of salaries, bonuses, health insurance, and pension plan benefits paid to its officers and upper-level management personnel. As of the Commencement Date, City deems Contractor's compensation and benefit plans to be reasonable.

E. Pass-Through Costs. Pass-through costs shall be allowed as an expense for purposes of reviewing and approving Contractor's collection rates, but shall not be included as an eligible cost for purposes of calculating Contractor's profit margin. Pass-through costs include the following:

(a) The debt service (principal and interest payments) on the loan made to Contractor by the South Lake Tahoe Basin Waste Management Authority for the construction of the Materials Recovery Facility building (but the principal payment on any loans to purchase equipment located therein shall not be an allowed cost), and the debt service (principal and interest payments) on the loan for the construction of the Resource Recovery Facility buildings (but the principal payment on any loans to purchase equipment located therein shall not be an allowed cost);

(b) Any expenses incurred by Contractor arising out of the loans referenced above in subparagraph (a);

(c) Interest charges on other obligations of Contractor;

(d) The Franchise Fee established pursuant to this Agreement; and

(e) Fees, surcharges, and other amounts collected by Contractor as the agent of, or for the benefit of City, or the South Lake Tahoe Basin Waste Management Authority, or any other federal, state, or local agency.

F. Operating Ratio and Allowed Profit. The Contractor is entitled to a profit on its operating costs, to be determined by use of an operating ratio.

The operating ratio number will be determined using a sliding scale, under which the operating ratio number will decrease (and, thus, the Contractor's profit margin will increase) if more Recyclable Materials collected by Contractor are diverted by Contractor from landfilling (i.e., "Recovered Materials" as defined in this Agreement). The percentage of Recovered Materials diverted from landfilling by Contractor shall be measured by determining the percentage by weight (in tons) of Recovered Materials diverted by Contractor from landfilling out of: (a) all Solid Waste collected by Contractor in the South Lake Tahoe Basin Waste Management Authority Franchise Area from collection routes; (b) all Solid Waste received by Contractor at the Materials Recovery Facility from haulers other than Contractor's collection trucks; and (c) all Recyclable Materials collected at Contractor's buyback centers and through other recycling programs operated by Contractor (hereinafter the "Recovery Percentage"). Contractor shall not receive diversion credit for the recovery of Recyclable Materials collected outside of the franchise area of the South Lake Tahoe Basin Waste Management Authority or from recycling programs operated by third parties. The Recovery Percentage shall be rounded to the nearest whole number.

The operating ratio number shall vary with Contractor's Recovery Percentage in accordance with the following sliding scale:

Operating Ratio Number	Recovery Percentage
94.34	0-15%
93.90	16
93.46	17
93.02	18
92.59	19
92.17	20
91.74	21
91.32	22
90.90	23
90.50	24
89	25-28
88	29-32
87	33-100

The amount of profit ("Allowed Profit") to be received by Contractor for a given period shall be determined by multiplying the total projected operating costs for the period by a fraction, the numerator of which shall be one hundred (100), and the denominator of which shall be the operating ratio number applicable to the period as determined by using the foregoing sliding scale. The Allowed Profit shall then be determined by subtracting the projected operating costs from the product of the foregoing multiplication. For example, if projected operating costs for a year were $5,000,000, and the operating ratio number to be used was 90, the Allowed Profit would be calculated as follows:

100/90 = 1.11 (rounded off to one one-hundredths)

$5,000,000 x 1.11 = $5,550,000

$5,550,000 - 5,000,000 = $550,000

Allowed Profit = $550,000

G. Recycling Revenue Bonus for Extraordinary Diversion. In addition to the calculation of Allowed Profit in paragraph (F) above, Contractor shall be entitled to receive as additional profit, an amount equivalent to twenty-five percent (25%) of Contractor's gross revenues from the sale of Recyclable Materials diverted from landfilling by Contractor pursuant to this Agreement for those rate periods in which Contractor's Recovery Percentage is equal to or greater than thirty-seven percent (37%), and an amount equivalent to fifty percent (50%) of Contractor's gross revenues from the sale of Recyclable Materials diverted from landfilling by Contractor pursuant to this Agreement for those rate periods in which Contractor's Recovery Percentage is equal to or greater than forty percent (40%).

H. Resolution of Issues Regarding Rate Adjustments. Any issue regarding rates, or the computation thereof, or any other question regarding Contractor's reimbursement for fees, special services, or extraordinary costs shall be decided by the City Council. The rates in effect at the time any issue or dispute is submitted to the City Council shall remain in effect pending resolution of the issue or dispute. The effective date of any dispute resolution, whether retroactive or prospective, shall reasonably be determined by the City Council.

I. Billing and Payment.

(1) Contractor shall bill all customers for all services, whether regular or special. Contractor shall provide itemized bills showing charges for all classifications of services, including charges for late payment and, where applicable, tipping fees. Contractor shall also collect and remit to City any AB 939 fees and other surcharges imposed by the City Council on customers within the Franchise Area. Billings may be made no less frequently than every quarter and may be mailed at the beginning of the billing period for all services to be provided to residential and commercial customers.

(2) City may, at City's sole option, upon such terms and conditions as may be mutually agreed upon between the parties, elect to bill residents for solid waste collection. If City elects to do so, mutually agreed-upon guidelines will be established and incorporated into this Agreement by an amendment.

J. Refunds. Contractor shall refund to each customer, on a pro-rata basis, any advance service payments made by a customer for service not provided when service is discontinued by the customer after reasonable advance written notice, or for service not provided by Contractor due to no fault of the customer, except as may be modified by any mandatory collection ordinance adopted by City.

SECTION 23 - COLLECTION EQUIPMENT

A. Vehicle Standards. Contractor warrants that it shall provide an adequate number of vehicles and equipment for the collection and transportation services for which it is responsible under this Agreement. All vehicles used by Contractor shall be registered with the California Department of Motor Vehicles, shall be kept clean and in good repair, and shall be uniformly painted. Solid waste collection vehicles shall be washed such that they are maintained

in a reasonably clean and sanitary condition. Contractor's name, telephone number and vehicle number shall be visibly displayed on its vehicles. Loads shall be kept completely covered at all times except when material is being loaded or unloaded, or when vehicles are in the process of collection. Collection vehicles shall be designed and operated while in route in such a manner as to prevent solid waste, including leachate and garbage juice, from leaking, escaping, or spilling. Any spillage of materials shall be immediately cleaned up by Contractor at Contractor's sole expense. The noise level generated by vehicles using compaction mechanisms during the stationary compaction process shall be such that it does not unreasonably interfere with the quiet enjoyment of nearby properties unless mandated by any applicable law. The equipment of Contractor used under this Agreement shall be subject to inspection by City on a semi-annual basis but shall not be subject to any permit fees.

Notwithstanding the generality of the foregoing, Contractor's equipment shall at all times be in conformance with all applicable provisions of the South Lake Tahoe City Code.

B. Low Emissions Requirement. If changes in federal, state, or local laws mandate that Contractor convert or retrofit its collection fleet to use the most cost-effective means to reduce air pollutant emissions, Contractor shall take all necessary steps to so comply, and shall be in full compliance with all other local, state, and federal clean air requirements.

C. Equipment List. Upon City's request, Contractor shall provide to City a written list of all equipment (including trucks and containers) being used within the Franchise Area, including make and model, age, mileage or hours of operation, and type of vehicle.

SECTION 24 - PUBLIC ACCESS TO CONTRACTOR

A. Office Hours. Contractor's office hours shall be, at a minimum, from 8:00 A.M. to 12:00 noon, and from 1:00 P.M. to 5:00 P.M., Monday through Friday, except holidays. An adequate number of customer service representatives shall be available during office hours for communication with the public in person and by telephone at Contractor's principal office in South Lake Tahoe. Contractor shall also provide City with an emergency telephone number for use during other than normal business hours. Contractor shall have a representative or answering service available at an after-hours telephone number during all hours other than normal office hours.

B. Withholding of Residential Service. Service may be withheld during any period in which bills for prior service remain delinquent. Bills become delinquent 45 days after the end of each full month in which services have been rendered. Contractor shall notify City in writing before withholding service to any residential customer. This notice shall include the customer's name, address, and phone number, and the amount and time period covered by all unpaid bills for Contractor's services. Notwithstanding the foregoing, Contractor may not withhold service from customers in mandatory collection areas without City's prior written consent as to each affected customer.

C. Service Complaints.

(1) All customer complaints shall be directed to Contractor. Contractor shall record all complaints received by mail, by telephone, or in person, including date, name, address of complainant, and nature of complaint. Contractor will use its best efforts to resolve all

complaints by the close of business of the second business day following the date on which the complaint is received. Service complaints may be investigated by the City Manager or designee.

(2) Contractor will maintain records listing the date of customer complaints, the customer, the nature of the complaint or request, and when and what action was taken by the Contractor to resolve the complaint. These records shall be maintained for a period of 24 months and shall be available for City's inspection.

D. Regular Meetings With City. At the reasonable request of City, Contractor shall meet with City representatives to discuss matters of mutual concern, including, but not limited to, problems with Contractor's service, compliance with AB 939, and future planning. The person attending these meetings on behalf of Contractor shall be vested with sufficient authority to make decisions that are binding on Contractor.

SECTION 25 - CUSTOMER COMPLAINTS

A. Complaint Resolution. Contractor shall notify customers that service complaints may be reviewed by the City if a satisfactory solution is not reached.

B. Non-Collection Tags. City shall approve in advance Contractor's written procedures for determining when not to collect Solid Waste, and Contractor shall adhere to these approved written procedures in making these determinations.

C. City Review of Complaints. A customer dissatisfied with Contractor's decision regarding a complaint may ask the City to review the complaint. To obtain this review, the customer must request City's review within 30 days of receipt of Contractor's response to the complaint, or within 45 days of submitting the complaint to Contractor if Contractor has failed to respond to the complaint. City may extend the customer's time to request City review for good cause.

D. Remedy. The City Manager or designee shall determine if the customer's complaint is justified, and if so, what remedy, if any, shall be imposed. The remedy under this section shall be limited to a rebate of customer charges during the period of breach of any of the terms of this Agreement.

SECTION 26 - SERVICE EXCEPTIONS; HAZARDOUS WASTE NOTIFICATIONS

A. Compliance With Hazardous Waste Laws. The parties recognize that federal, state, and local agencies with responsibility for defining Hazardous Waste and for regulating the collection, hauling, or disposal of such substances, are continually providing new definitions, tests, and regulations concerning these substances. Under this Agreement, it is Contractor's responsibility to keep current with the regulations and tests on those substances, to identify those substances, and to comply with all federal, state, and local regulations concerning those substances. Contractor shall make every reasonable effort to prohibit the collection and disposal of Hazardous Waste in any manner that is inconsistent with federal and state law. Contractor shall have no duty or responsibility to collect or manage Hazardous Waste, other than as explicitly set forth in this Agreement.

B. Notice to Agencies Regarding Toxics. Contractor represents to City that Contractor will carry out its duties to notify all agencies with jurisdiction, including the California Department of Toxic Substances Control and local emergency response providers, and, if appropriate, the National Response Center, of reportable quantities of Hazardous Waste that are found or observed by Contractor in Solid Waste anywhere within the City, including on, in, under or about City's property, including streets, easements, right of ways, and City's waste containers. In addition to other required notifications, if Contractor observes any substances that it or its employees reasonably believe or suspect to contain Hazardous Wastes unlawfully disposed of or released on City's property, including streets, storm drains, or public right-of-ways, Contractor will also immediately notify the City Manager or designee.

C. Inspection for Toxics. Contractor shall conduct a visual inspection, consistent with its normal operating procedures, of all Solid Wastes that it collects, transports or disposes of pursuant to this Agreement for the purpose of discovering, identifying, and refusing to collect, transport, and dispose of Hazardous Wastes or materials.

D. No Collection or Disposal of Hazardous Waste. Except as provided in this Section 26, Contractor shall not knowingly collect, handle, process, transport, arrange for the transport of, or dispose of Hazardous Waste.

E. Hazardous Waste Program. Notwithstanding paragraph (D) above, Contractor agrees to provide, upon City's request and with appropriate fee reimbursement, a program for residents in the Franchise Area to identify Hazardous Waste and to comply with all federal, state, and local statutes and regulations dealing with Hazardous Waste. Subject to City authorization, this program shall include, and be expanded to include, collection of all items listed on the attached Exhibit "B" as "Hazardous Waste Items," which list may be amended by City from time.

SECTION 27 - INDEMNIFICATION

A. Indemnification of City. Contractor shall protect, defend (with counsel selected by Contractor and reasonably acceptable to City), indemnify, and hold harmless City, its Council members, officers, directors, employees, agents, consultants, successors and assigns (hereinafter "City Indemnified Parties") from and against any and all claims, suits, losses, damages and liability for damages of every kind and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, City employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the City Indemnified Parties, except for the sole active negligence of the City, its officers and employees, or as expressly prohibited by statute; provided that if a final decision or judgment allocates liability by determining that any portion of damages awarded is attributable to a wrongful act, error, or omission or the active negligence of a City Indemnified Party, then City shall pay the allocable portion of damages . Contractor's duty to indemnify and hold the City Indemnified Parties harmless includes the duties to defend set forth in California Civil Code section 2778.

B. Hazardous Substance Indemnification. Contractor shall protect, defend (with counsel selected by Contractor and reasonably acceptable to City), indemnify, and hold

harmless the City, its Council members, officers, directors, employees, agents, consultants, successors and assigns (hereinafter "City Indemnified Parties"), from and against all claims for actual damages (including but not limited to special and consequential damages), natural resources damages, punitive damages, restitution, injuries, costs, response costs, remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including but not limited to attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred, suffered by, or asserted against, the City Indemnified Parties, arising out of or resulting from any repair, cleanup, detoxification, or preparation and implementation of any removal, remedial, response, closure, corrective action or other plan (regardless of whether undertaken due to governmental action), concerning the release or threatened release of any hazardous substance or Hazardous or municipal Solid Waste at any place where Hazardous or Solid Waste is or has been transported, transferred, processed, stored, disposed of, or has otherwise come to be located by Contractor pursuant to this Agreement, which may result in a release of Hazardous Waste or hazardous substance into the environment. As used herein, the phrases "hazardous substance" and "Hazardous Waste" shall coincide with the broadest definition thereof contained in any present or future federal or state laws. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response and Liability Act ("CERCLA"), 42 U.S.C. Section 9607(e), and California Health and Safety Code Section 25364, to defend, protect, hold harmless, and indemnify the City Indemnified Parties from liability. This provision shall survive the termination of this Agreement between Contractor and City. The foregoing indemnity shall not have any dollar limitation. The foregoing indemnity is for the exclusive benefit of the City Indemnified Parties and in no event shall this indemnity inure to the benefit of any third party.

The foregoing indemnity shall not apply with respect to: (1) any Hazardous Waste or hazardous substance generated by City and delivered by City to Contractor; (2) the closure and post-closure of Meyers Landfill; (3) the disposal or release of hazardous substances or Hazardous Waste, which disposal or release has resulted from the negligence or willful misconduct of City in collecting or delivering hazardous substances or Hazardous Waste in City vehicles to Contractor's facilities; or (4) Contractor's operation of the PHHWCF, unless the release is caused by the negligence of Contractor. This indemnity shall include and cover any activities of Contractor under the Prior Agreements. Nothing in these exclusions shall be deemed a waiver of any other rights or claims City may have against Contractor independent of this indemnity.

C. AB 939 Indemnification. Contractor shall protect, defend with counsel reasonably acceptable to City, indemnify, and hold City harmless from any and all fines, penalties, and assessments levied against or threatened to be levied against the City for City's failure to meet the requirements of AB 939, its amendments, or any successor legislation and all rules and regulations promulgated thereunder, but only to the extent such liability is caused by Contractor's failure to comply with Contractor's express obligations under this Agreement or Contractor's failure to comply with laws, rules, or regulations binding on Contractor, including but not limited to failing to timely supply City with information or reports in order to comply with AB 939. Contractor is not obligated to indemnify City for fines or penalties caused by City's modifications of Contractor's information, by City's change in the scope of work hereunder that materially and negatively affects the ability of Contractor to perform diversion activities that would facilitate City's compliance with AB 939, or by City's acts or omissions that

result in City's failure to provide timely reports to the state. In addition, Contractor's duty to indemnify under this paragraph (C) is subject to the following restrictions:

(1) Contractor's obligation to indemnify City shall not be enforceable if the penalty imposed by the CIWMB is based solely upon City's failure to establish and maintain a source reduction and recycling element pursuant to Sections 41000 et seq. of the Public Resources Code.

(2) No payment required under the Contractor's obligation to indemnify City may exceed that portion of any penalty assessed by the CIWMB against the City that was attributable to Contractor's failure to comply with an express obligation or requirement of this Agreement. Further, Contractor shall not be liable under the indemnity obligation to the extent that Contractor's breach or noncompliance resulted from City's action or failure to act, determined as a result of judicial review, hearing or appeal to the California Integrated Waste Management Board.

SECTION 28 - GENERAL PROVISIONS

A. Force Majeure. Contractor shall not be in default under this Agreement if Contractor's collection, processing, transportation, or disposal services are temporarily interrupted or discontinued for reasons outside the reasonable control of Contractor, including but not limited to riots, wars, sabotage, civil disturbances, acts of terrorism, insurrection, explosion, natural disasters such as floods, earthquakes, landslides and fires, strikes, lockouts and other labor disturbances, excessive snow, acts of God, or other similar or dissimilar events. Other events do not include the financial inability of Contractor to perform, or the failure of Contractor to obtain any necessary permits or licenses from other governmental agencies, or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of Contractor. If a labor disturbance interrupts the collection, transportation, or disposal of solid waste by Contractor as required under this Agreement, City may elect to exercise its rights under Section 16 of this Agreement.

B. Independent Contractor. Contractor is an independent contractor, and not an officer, agent, servant, or employee of City. Contractor is solely responsible for the acts and omissions of its officers, agents, employees, and subcontractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between City and Contractor. Neither Contractor nor its officers, employees, agents, or subcontractors shall obtain any rights to retirement or other benefits that accrue to City employees.

C. Right of Entry. Contractor shall have the right, until written notice revoking permission to pass is delivered to Contractor, to enter or drive on any private street, court, place, easement or other private property for the purpose of collecting and transporting solid waste pursuant to this Agreement.

D. Law to Govern; Venue. The law of the State of California shall govern this Agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of El Dorado. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Eastern District of California.

E. Fees and Gratuities. Contractor shall not, nor shall it permit any agent, employee, or subcontractor employed by it, to request, solicit, demand, or accept, either directly or indirectly, any compensation or gratuity for the collection of solid waste otherwise required to be collected under this Agreement.

F. Prior Agreements and Amendments. No amendment of this Agreement shall be valid unless in writing duly executed by the parties. This Agreement contains the entire agreement between the parties, and no promises, representations, warranty, or covenant not included in this Agreement have been or are relied upon by either party. This Agreement is intended to supersede and replace all prior agreements between the parties, except as otherwise specifically provided in this Agreement.

G. Compliance With Agreement. Contractor shall comply with all applicable provisions of the South Lake Tahoe City Code, and with all amendments to those applicable provisions during the term of this Agreement, provided that such provisions are not inconsistent with the terms of this Agreement.

H. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by telecopier or United States certified mail, postage prepaid, return receipt requested, addressed as follows:

To Contractor: Jeff Tillman, President
South Tahoe Refuse Co, Inc.
2140 Ruth Avenue
South Lake Tahoe CA 96150

To City: City Manager
City of South Lake Tahoe
1901 Airport Road
South Lake Tahoe, CA 96150

or to such other address as either party may from time to time designate by notice to the other given in accordance with this paragraph. Notice shall be deemed effective on the date personally served or sent by telecopier or, if mailed, three business days from the date such notice is deposited in the United States mail.

I. Savings Clause and Entirety. If any non-material provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

J. Exhibits Incorporated. The attached Exhibits "A" through "G" are incorporated in this Agreement by this reference.

K. Joint Drafting. This Agreement was drafted jointly by the parties to the Agreement.

L. Judicial Review. Nothing in this Agreement shall be construed to prevent either party from seeking redress to the courts for the purposes of legal review of administrative proceedings in regard to rate review and approval, or City's actions taken pursuant to this

Agreement, or for the purpose of interpreting or enforcing the provisions contained in this Agreement.

M. Police Powers. Nothing in this Agreement is intended to or may limit City's authority pursuant to its police power.

N. Successors and Assigns. Subject to the other terms and conditions herein, this Agreement shall be binding upon and inure to the benefit of the respective successors, permitted assigns, administrators and trustees of City and Contractor.

O. Survival. All confidentiality and indemnification provisions of this Agreement shall survive termination of this Agreement.

P. Administrator. The City Manager, or the City Manager's designee, is responsible for administering this Agreement.

TO EFFECTUATE THIS AGREEMENT, City and Contractor have caused this Agreement to be executed on the dates set forth below the authorized signatures.

CITY OF SOUTH LAKE TAHOE

By: Kathy Lowell
Mayor

Date: August 21, 2007

ATTEST:

Susan Alessi
City Clerk

CITY OF SOUTH LAKE TAHOE 19 65 CALIFORNIA

SOUTH TAHOE REFUSE CO., INC.
a California corporation

By:
Its: President

Date: August 24, 2007

By:
Its: Secretary

Date: August 29 2007

EXHIBIT A

SOUTH TAHOE REFUSE CO., INC.

DEFINITION OF FRANCHISE AREA

The area for which this franchise is granted and to which it shall apply includes all territory within the boundaries of the City of South Lake Tahoe, California, as those boundaries now exist and may hereafter be expanded or contracted by annexation or de-annexation.

EXHIBIT B

LEVEL OF SERVICE

1. GENERAL

Contractor will perform the following services under the Agreement:

Weekly Solid Waste Collection

- Residential service using existing 32 gallon "trash cans"
- Commercial service using existing 32 gallon "trash cans," bins, or compactors
- Commercial commingled recycling for high volume generators
- House service at no additional charge for disabled or frail elderly residential customers
- Recyclable Materials processing and marketing services
- Green Waste Materials processing and marketing services

Other services include:

- Transfer Station services for recycling and disposal by self-haul public customers
- Permanent Household Hazardous Waste Collection Facility for residents and CESQGs
- Consolidation Point for Home-Generated Sharps
- Certified oil collection facility
- Annual Clean Tahoe Day Event
- Christmas tree collection recycling program
- Certified Recycling buy-back center
- Additional programs as mutually agreed upon by City and Contractor and funded as set forth in Section 6.A.

2. SOLID WASTE COLLECTION

The Solid Waste Collection Services will include the following services:

Residential Solid Waste Collection
Commercial Solid Waste Collection

Contractor is responsible for collecting and transporting Solid Waste to Disposal, Transfer, or Materials Recovery Facilities. Contractor will conform to the applicable receiving facility's unloading standards and hours of operation. Contractor is responsible for paying the tipping fee at the applicable receiving facility for all tonnage delivered that relates to the Collection Services.

Residential Service

Contractor will provide weekly Solid Waste collection services to residential customers. Residential collection consists of mandatory unlimited service in all portions of the Franchise Area. Residents will be serviced on a one-time per week basis. The collection service will include collection at the curb using either manual, semi-automated, or automated collection vehicles. Disabled and frail elderly residential customers shall be provided house service at no cost in accordance with the City's qualifying procedures.

Commercial Service

Contractor will collect Solid Waste generated by commercial customers with container sizes and collection frequencies that serve the needs of the customer.

Multi-Family and Mobile Home Park Solid Waste Collection

Contractor will collect Solid Waste from Multi-family and Mobile Home Park customers in accordance with the City's mandatory collection ordinance.

Debris Box and Compactor Solid Waste

Contractor will provide compactors and debris boxes for regular and on-call residential and commercial customers. The debris box size will be variable and will include debris boxes providing 6, 8, 20, 30, and 40 cubic yards of capacity. Contractor will arrange, on an on-call-basis, to provide customers with debris boxes sized to appropriately service their needs. Contractor is responsible for collecting the compactor or debris box and transporting it to the applicable Disposal, Transfer, or Materials Recovery Facility. Contractor must conform to the facility's receiving and unloading standards.

3. COMMERCIAL RECYCLING

Contractor may, at its option, provide Recyclables collection to commercial customers.

4. GREEN WASTE MATERIALS COLLECTION

Upon completion of Phase I of the Resource Recovery Facility, and upon mutual agreement between City and Contractor, a Green Waste program will be developed in accordance with the provisions of Section 6.A.

5. RECYCLABLE MATERIALS PROCESSING AND MARKETING

Contractor is responsible for all Recyclable and Green Waste Materials processing and marketing services associated with the collection of Recyclable and Green Waste Materials. Contractor shall provide adequate processing facility capacity. In meeting this obligation, Contractor may purchase, lease, subcontract, or make other arrangements with a new or existing facility for the processing and marketing of the Recyclable and Green Waste Materials collected in the City. Ownership or leasing arrangements will be the sole responsibility of Contractor. Contractor is responsible for ensuring the technical and environmental suitability of any processing site for its intended purpose. Contractor will be compensated for Recyclable and Green Waste Materials processing and marketing solely through the Service Rates.

Contractor shall arrange for the transportation of the Recyclable, Green Waste, or other Solid Waste Materials to the processing, transfer, or disposal facility. If Contractor chooses to consolidate the Recyclable or Green Waste Materials to reduce transportation costs to a distant processing site, Contractor will be responsible for obtaining and operating a staging area for temporary storage, consolidation, and loading of materials into transfer vehicles for long-hauling to the processing facility.

In accordance with the terms of this Agreement, Contractor shall receive and process the source-separated Recyclable and Green Waste Materials, prepare Recyclable and Green Waste Materials for markets, and market the recovered materials for sale, reuse, or other beneficial purposes. All revenues derived from the sale of Recyclable or Green Waste Materials will be retained by Contractor.

By mutual written agreement, Contractor will process and market additional types of Recyclables.

Disposal of residue remaining after segregation of the Recyclable and Green Waste Materials is Contractor's responsibility. The costs of residue transportation and disposal will be borne by Contractor and shall be included in the Service Rates.

6. CHRISTMAS TREE COLLECTION

Contractor will, without additional compensation, collect all Christmas trees discarded by all Single-family, multi-family, and mobile home park residents for each collection route during the first two regularly scheduled collection days after Christmas Day. Christmas trees must be cut to three foot by three foot dimensions and placed next to the cart on the scheduled service day. Residential customers will also have the option to deliver their trees to the South Tahoe Refuse Transfer Station/MRF facility during the month of January at no charge to the customers.

7. BULKY ITEMS PICK-UP BY APPOINTMENT

Contractor shall provide Bulky Item pick-up service on an as-requested basis, by appointment, for an additional charge and at rates to be negotiated in good faith by Contractor and City. Customers will be required to contact Contractor to arrange for an appointment to collect their Bulky Items.

8. HOUSE SERVICE FOR DISABLED AND FRAIL ELDERLY RESIDENTIAL CUSTOMERS

Qualified individuals requiring house service due to physical disability or frailty, and as determined by the City's qualification procedure, will be provided this service by Contractor at no additional fee. The house service will include collection of Solid Waste, Recyclable Materials, and Green Waste Materials.

9. E-WASTE COLLECTION PROGRAM

If City opts to phase out its current single day collection event for electronic waste (e.g., computers), City and Contractor will work in cooperation to have Contractor establish a curbside collection program for E-Waste, upon terms and at rates that are mutually agreed upon by the parties.

10. MANDATORY SERVICE

Contractor shall provide mandatory collection service in accordance with City's mandatory collection ordinance.

11. LIST OF HAZARDOUS WASTE ITEMS

Contractor shall receive and process hazardous waste materials and universal waste materials, as provided for by state and federal law, through Contractor's state-permitted permanent Household Hazardous Waste Facility and Material Recovery Facility operations.

EXHIBIT C

SCHEDULE OF RATES

I. CONTRACTOR'S RATES ON COMMENCEMENT DATE

South Tahoe Refuse RATE INCREASE OF 9% EFFECTIVE JANUARY 1, 2007	Monthly	Quarterly
RESIDENTIAL (Quarterly/Advance)		
City of SLT Residential (Mandatory Unlimited)		
unlimited service	21.76	65.28
mandated pickup per 32-gal can/bag	4.45	
mandated pickup per cubic yard	29.80	
qualified senior rate	18.62	55.86
House Service = Outside front door/garage (NOT Unlimited Service)		
house service: 1 can	24.78	74.34
house service: 2 can	27.81	83.43
house service: 3 can	30.84	92.52
COMMERCIAL RATES (Monthly/Arrears)		
City of SLT Commercial		
Service Charge all Non-Scheduled City Commercial Pickups		
Does Not Apply to Commercial Can Service	3.02	
	24.10	
per cubic yard	24.10	
extra yard	3.32	
per 32-gal can/bag	3.32	
extra 32-gal can/bag	4.12	
per 45-gal can/bag	4.12	
extra 45-gal can/bag	33.82	
compacted rate per yard	33.82	
extra compacted yard		

II. GATE RATES

TRANSFER STATION RATES
EFFECTIVE JANUARY 2007*

1 Can	4.15
2	8.30
3	12.45
4	16.60
5	20.75
6	24.90
7	29.05
8	33.20
9	37.35
10	41.50

Appliances	13.60

Refrigerators	30.95
(with cert.)	10.50

Mattresses	13.60
Furniture Lg	13.60
(small)	8.50

Acquatic weed	20.70
Sod	37.50
Slash	16.50
Slash (clean)	9.40
Wood Chips	6.00
Stumps	20.20
Pine Needles	9.40

Concrete	73.70
Asphalt	69.65
Dirt	58.90
Mixed	67.60
Clean	18.70

TV's/Monitors	25.00
Propane Tanks	7.50
Compressed Cylinders	7.50
Florescent Bulbs	1.00

Contractors Steel	6.80
MSW Compacted	26.20

Tires	**Each**
up to 19"	2.25
19" to 24"	10.00
25" to sm. Loader	14.35
Lg. Tractor	114.40

1 Yard	13.10
1 1/2	19.65
2	26.20
2 1/2	32.75
3	39.30
3 1/2	45.85
4	52.40
4 1/2	58.95
5	65.50
5 1/2	72.05
6	78.60
6 1/2	85.15
7	91.70
7 1/2	98.25
8	104.80
8 1/2	111.35
9	117.90
9 1/2	124.45
10	131.00
10 1/2	137.55
11	144.10
11 1/2	150.65
12	157.20
12 1/2	163.75
13	170.30
13 1/2	176.85
14	183.40
14 1/2	189.95
15	196.50
15 1/2	203.05
16	209.60
16 1/2	216.15
17	222.70
17 1/2	229.25
18	235.80
18 1/2	242.35
19	248.90
19 1/2	255.45
20	262.00

* Commencing September 1, 2007, Contractor shall add a 5.34% surcharge to these transfer station rates, the proceeds of which shall be paid to City quarterly, at the same time as the franchise fees, for the purpose of supporting City's programs, activities and personnel that relate to the abatement of nuisances attributable to the accumulation of solid waste. Unless otherwise agreed to by the parties, the amount remitted by Contractor to City will not be less than Eighty Thousand Dollars ($80,000) per rate year during the term of this Agreement; provided, however, that the minimum to be paid for the partial rate year commencing on September 1, 2007, and ending on December 31, 2007, shall be the sum of Twenty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($26,666.67). Commencing with rate year 2008, the Eighty Thousand Dollar ($80,000) minimum is to be calculated on a cumulative basis during the term of the Agreement. By way of example, if during rate years 2008, 2009, and 2010, Contractor remits the sum of Ninety Thousand Dollars ($90,000) per year to City, and in rate year 2011 the surcharge on the rates only generates Seventy Five Thousand Dollars ($75,000), then Contractor would not be required to make up the deficiency and would still have a Twenty-Five Thousand Dollar ($25,000) credit to be applied in the future.

EXHIBIT D

RESOURCE RECOVERY FACILITY PROJECT DESCRIPTION

[Attached]

EXHIBIT E

COLA FORMULA

Contractor's Collection Rates shall be subject to annual adjustment, commencing on January 1, 2008, and continuing on each succeeding January 1 (the "Rate Adjustment Date") of each year thereafter during the remaining term of this Agreement, except for those years when Contractor may apply to City for a general rate increase, or the City may initiate a general rate review. The following Cost-of-Living adjustment formula ("COLA") shall be used:

COLA = [.09(A) + .03(B) + .13(C) + .37(D) + .09(E) + .11(F) + .18(G)] In addition, the City Council shall consider revising Contractor's rates whenever Contractor establishes to the satisfaction of the Council, or the Council determines on its own initiative, that unforeseen circumstances have arisen that have materially affected the Contractor's costs or revenues under this Agreement.

Where:

A= LANDFILL DISPOSAL COST

This component represents the percentage increase in landfill disposal costs for the Lockwood Landfill from the prior year. For example, the April 1, 2007, percentage rate increase at the Lockwood Landfill would be used for the January 1, 2008, COLA calculation. Contractor shall not agree to any increases in disposal costs at the Lockwood Landfill except as required under the current disposal agreement between Contractor and Lockwood Landfill, or any amendment thereto subsequently approved by City. Landfill disposal costs, other than annual COLA adjustments under the disposal agreement between Contractor and the Lockwood Landfill, shall be subject to review and approval of the City Council.

B= FUEL COST

This component represents the percentage change in the annual average of the U.S. Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI)-Commodities, Series ID: wpu057303, Not Seasonally Adjusted, Group: Fuels and related products and power, Item #2 diesel fuel, Base Date: 8200. The adjustment will be based on the percentage change between the annual average of the Index for the most recently completed fiscal year and the corresponding Index published 12 months earlier. For example, the change for the 2008 rate year would be the percentage change in the annual average for the period July 1, 2006, to June 30, 2007, compared to the annual average for the period July 1, 2005, to June 30, 2006.

C= INSURANCE COST

This component represents the actual percentage change for the cost of insurance for workers' compensation, health, property, and casualty insurance over the prior year. The adjustment will be based on the percentage change between actual insurance expenses for the most recently completed fiscal year and the actual insurance expenses for the prior fiscal year as reflected in the Contractor's financial statement. For example, the change for the 2008 rate year would be the percentage change in the actual insurance expense for

the period July 1, 2006, to June 30, 2007, compared to the actual insurance expense for the period July 1, 2005, to June 30, 2006.

D= GENERAL LABOR COST

This component represents the percentage change in the annual average of the U.S. Department of Labor, Bureau of Labor Statistics, Employment, Hours, and Earnings from the Current Employment Statistics Survey (National), Series ID: ceu6056210006, Not Seasonally Adjusted, Professional and business services, Industry: Waste collection, NAICS Code: 5621, Data Type: average hourly earnings of production workers. The adjustment will be based on the percentage change between the annual average of the Index for the most recently completed fiscal year and the corresponding Index published 12 months earlier. For example, the change for the 2008 rate year would be the percentage change in the annual average for the period July 1, 2006, to June 30, 2007, compared to the annual average for the period July 1, 2005, to June 30, 2006.

E= OFFICERS AND ADMINISTRATIVE LABOR COST

This component represents the percentage change in the annual average in the #9240 San Francisco/Oakland/San Jose Consumer Price Index Urban Wage Earners and Clerical Workers Index. The adjustment will be based on the percentage change between the annual average of the Index for the most recently completed fiscal year and the corresponding Index published 12 months earlier. For example, the change for the 2008 rate year would be the percentage change in the annual average for the period July 1, 2006, to June 30, 2007, compared to the annual average for the period July 1, 2005, to June 30, 2006.

F= EQUIPMENT REPLACEMENT AND MAINTENANCE COST

This component will blend the weighted percentage change in the annual average of the three indices for motor vehicle body mfg (25%), truck trailer mfg with axle rating of 10,000 pounds or more (25%), and vehicle maintenance (50%). The indices used will be the U.S. Department of Labor, Bureau of Labor Statistics, PPI Industry Date:

1. Vehicle Replacement, Weight = 25%. Series ID: pcu3362113362113,

   Not Seasonally Adjusted, Industry: Motor Vehicle body mfg, Product: Complete vehicles produced on purchased chassis, Base Date: 8212.

2. Vehicle Replacement, Weight = 25%. Series ID: pcu3362123362121,

   Not Seasonally Adjusted, Industry: Truck trailer mfg, Product: Truck trailers and chassis, with axle rating of 10,000 lbs or more, Base Date: 7912.

3. Vehicle Maintenance, Weight = 25%. Series ID: pcu333924333924,

   Not Seasonally Adjusted, Industry: Industrial truck, tractor, trailer, stacker machinery mfg, Product: Industrial truck, tractor, trailer, stacker machinery mfg, Base Date: 7912.

The rate adjustment will be based on the weighted percentage change between the most recently completed fiscal year and the corresponding Index published 12 months earlier. For example, the change for the 2008 rate year would be the percentage change in the annual average for the period July 1, 2006, to June 30, 2007, compared to the annual average for the period July 1, 2005, to June 30, 2006.

G= GENERAL OPERATING AND ADMINISTRATIVE COST

Any other cost not included in one of the categories listed above will be included here and will be adjusted based on the percentage change in the national #9340 Producer Price Index for Industrial Commodities. The adjustment will be based on the weighted percentage change between the most recently completed fiscal year and the corresponding Index published 12 months earlier. For example, the change for the 2008 rate year would be the percentage change in the annual average for the period July 1, 2006, to June 30, 2007, compared to the annual average for the period July 1, 2005, to June 30, 2006.

EXHIBIT F

CONTRACTOR'S OPERATIONS PLAN FOR THE MATERIALS RECOVERY FACILITY

STR owns and operates the Transfer Station/Material Recovery Facility (MRF), a large volume transfer/processing facility located in the City of South Lake Tahoe, El Dorado County, California. Material recovery operations at the MRF supplement those conducted at the STR Recycling Buy-Back Center serving the public under the California Redemption Value program. The MRF serves as the centralized facility for material recovery operations to meet the waste diversion goals set forth in AB 939, which is the California Integrated Waste Management Act of 1989. AB 939 set forth California's renewed commitment to the conservation of natural resources and reaffirmed the need for solid waste reduction, reuse and recycling. Detailed information on facility operations and conformance with regulatory requirements is provided in the Transfer Processing Report submitted under Solid Waste Facilities Permit No. 09-AA-0002 for the South Tahoe Refuse Transfer Station/Material Recovery Facility.

EXHIBIT G

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of South Lake Tahoe
1901 Airport Road
South Lake Tahoe, CA 96150
Attn: City Clerk

El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2007-0059642-00
Acct 110-CITY OF SO LAKE TAHOE
Tuesday, SEP 18, 2007 08:23:27
Ttl Pd $0.00 Nbr-0001024344
JLB/C1/1-4

RESTRICTIVE COVENANTS AGREEMENT

THIS RESTRICTIVE COVENANTS AGREEMENT is dated as of August 21, 2007, and is executed by SOUTH LAKE TAHOE REFUSE CO., INC., a California corporation ("Owner") in favor of the CITY OF SOUTH LAKE TAHOE, a municipal corporation of the State of California ("City").

Recitals

A. Owner is the fee owner of record of certain real property in the City of South Lake Tahoe, California, described on Exhibit "A" attached hereto (the "Land") and all improvements thereon (said Land and improvements being collectively referred to as the "Property").

B. Owner and City have entered into that certain Solid Waste Services Agreement dated August 21, 2007, the terms of which require Owner and City to execute, acknowledge, and record this Restrictive Covenants Agreement with respect to the Property as a condition precedent to City's disbursement of certain funds collected from ratepayers for the purpose of financing construction of a Resource Recovery Facility on Owner's Property.

Restrictions

NOW, THEREFORE, in consideration of City's disbursement to Owner of funds collected from ratepayers for the purpose of financing construction of a Resource Recovery Facility on Owner's Property, the parties agree as follows:

1. Use. Owner covenants that Owner shall use the Property for the construction and operation of a Resource Recovery Facility only and in accordance with all applicable laws.

2. Transfer of Property or Change in Control. Owner agrees that Owner will not convey, encumber, or otherwise transfer the Property or any interest therein, nor shall Owner permit or suffer a sale of or change in control of Owner, without the prior written consent of City as provided for in the Solid Waste Services Agreement; provided, however, that the Owner may

encumber the Property for the sole purpose of financing construction of the Resource Recovery Facility.

3. Term. This Agreement will remain in effect for the period commencing with the date of disbursement of funds by City to Owner, as provided for in the Solid Waste Services Agreement, and ending on the expiration date of that Solid Waste Services Agreement.

4. Successors and Assigns; Runs With Land. This Restrictive Covenants Agreement shall bind and inure to the benefit of the successors and assigns of City and shall bind and encumber the Property such that it "runs with the land". This Restrictive Covenants Agreement benefits the City and the City's residents, and all real property owned by the City.

5. Construction of Agreement. The provisions of this Agreement will be liberally construed to effectuate its purposes. The provisions of this Agreement are deemed to be independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision, or portion thereof, will not affect the validity or enforceability of the remainder. The various headings in this Agreement are for convenience only and will not affect the meaning or interpretation of this document.

6. Attorneys' Fees. In any action brought to declare the rights granted in this Agreement or to enforce any of its terms, the prevailing party will be entitled to an award of reasonable attorneys' fees in the amount determined by the court.

7. Notices. Any notice sent to Owner under the provisions of this Agreement will be deemed to have been received when mailed, with postage prepaid, to the last known address of Owner, or in the case of personal delivery, upon delivery to such last known address of Owner. Any notice sent to City must be properly addressed with postage prepaid, or personally delivered to the attention of the City's City Manager.

8. Amendments. This Agreement may be amended only by the mutual consent of Owner and City. Any such amendment must be by written instrument duly executed by the parties and recorded in the Office of the El Dorado County Recorder.

TO EFFECTUATE THIS RESTRICTIVE COVENANTS AGREEMENT, the parties have caused this instrument to be executed by their duly authorized representatives.

CITY OF SOUTH LAKE TAHOE

By Kathay Jowell

SOUTH LAKE TAHOE REFUSE CO., INC.

By President

Title

ALL SIGNATURES MUST
BE ACKNOWLEDGED)

059642

ACKNOWLEDGEMENTS

State of California }
}
County of El Dorado }

On August 21, 2007, before me, Ellen Boyle, a Notary Public, personally appeared Kathay Lovell, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Ellen Boyle

(seal)

ELLEN BOYLE
Commission # 1467490
Notary Public - California
El Dorado County
My Comm. Expires Feb 3, 2008

State of California }
}
County of El Dorado }

On August 24, 2007, before me, Peggy Lee Jenner, a Notary Public, personally appeared Jeffery R. Tillman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Peggy Lee Jenner

(seal)

PEGGY LEE JENNER
COMM. # 1606048
NOTARY PUBLIC-CALIFORNIA
EL DORADO COUNTY
MY COMM. EXP. SEPT. 12, 2008

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF EL DORADO, CITY OF SOUTH LAKE TAHOE, AND IS DESCRIBED AS FOLLOWS:

LOT 28, BLOCK 1 OF TAMARACK SUBDIVISION, FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON FEBRUARY 11, 1946 IN BOOK A OF MAPS AT PAGE 35.

ASSESSORS PARCEL NO.: 023-201-02-100

09/18/2007,20070059642

South Tahoe Refuse & Recycling Services

Switch to 3-cart collection system:
Compliance Plan for California's SB 1383

Basics of the system

- Customers receive carts for:
  - Yard waste – Green lid
  - Recyclables – Blue lid
  - MSW – Grey/black lid
    - Bear-resistant options
- Each material picked up in separate truck
- Alternate weeks for recycle/yard waste
- Continue to service bear boxes manually





Compliance with State Requirements

- Part of SB 1383 to separate material at collection source
- Goal of reducing organic material going to landfill (75% of 2014 levels by 2025)
- City received waiver for curbside food waste, but still required to collect/recycle yard waste
- CalRecycle requires containers be provided and determines colors of containers & labeling





Employee Safety

- Minimize manual lifting
- Reduce walking/jogging between stops
  - Currently, STR collection helpers walk or jog 7-12 miles per day and can lift more than 500 cans/bags
- Reduce risk of winter slip & fall injuries
- Reduce injuries from opening bags on MRF Line
- Eliminate dangers from sharp/hazardous material
- Ratepayer savings: reduced risk of injury = reduced work comp premiums

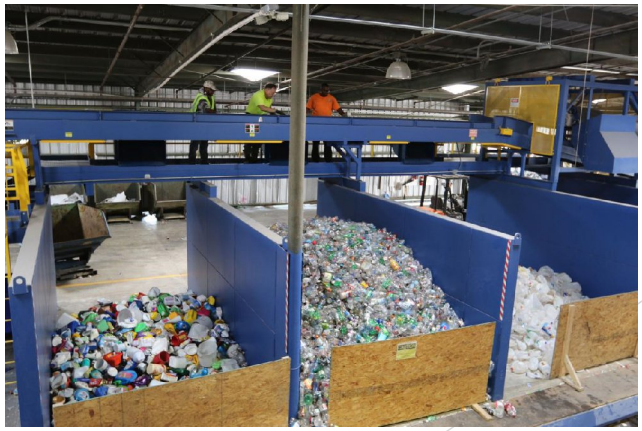


In one community that switched from manual collection to automated, worker injuries were reduced from 23 per year to 3 per year.

Additional Benefits

- Eliminates plastic blue bags and yard waste bags
  - STR to work with jurisdictions on seasonal yard waste programs
- Capture more yard waste and recyclables for diversion
  - Estimate we'll recycle at least 2x more green waste





How we arrived at this point

- Industry expert for consultation: Mike Davis
  - Operations specialist with over forty years experience in solid waste
  - Spearheaded the conversion of manual residential collection of solid waste and recyclables to automated collection in the Midwest Region of Republic Services
- Analyzed existing routes and services
- Developed recommendations for routes & equipment based on analysis and our unique situation

	City Residential													
	Stops Scheduled	Total Weight	Density Stops per Mile	Stops per Hour	Lbs per Stop	MSW Weight at 30 Lbs per Stop	Rearload Loads at 10 Tons	Disposal Time at 1 Hour per Trip	Collection Time In Seconds	Collection Time In Hours	Stem Time	Total Time per Day	Route Quantity	Time per Route
M														
T														
W														
R														
F														
Total														
Average														

Examples of New Equipment



- Rear loader with cart tipper
- MSW, services carts and bear boxes
- Driver plus helpers



- Automated Curotto truck
- Recycle and yard waste cart service
- Driver only, right hand steer



- Mini Side Loader
- Services hard to access areas
- 4-wheel drive
- Driver plus helper

** All trucks will be compliant with current CARB regulations and STR will be monitoring CARB decisions that may affect equipment purchases*

Program Expenses

- Purchase of carts: 67,348
- Purchase of trucks with cart tippers
- Cart delivery truck & staff dedicated to cart delivery/pickup/service calls
- Cart staging area for initial deployment
- Cart storage facility (TBD)
- Extensive customer service outreach for roll-out of program
- Staffing: 3 additional drivers plus 2 new positions for route logistics and customer service





Timeline & Next Steps

- Implementation goal is Spring/Summer 2024
- Must begin ordering equipment January 2023
- Amendments to franchise agreements critical to secure financing

		2022		2023												2024					
Step	Description	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1	3-cart program application submittal																				
2	JPA & STR commitment																				
3	Obtain preliminary financing/bridge loan																				
4	Order trucks and totes																				
5	STR prepares/submits base year rate application																				
6	Anticipated franchise extension approval																				
7	Crowe review base year & 3-cart apps/final report to JPA																				
8	Notify customers of rate hearing																				
9	Receive approval of rates from City Council & County Boards																				
10	Implement new rates															1/1					
11	Anticipated roll out of new totes/routes																				
12	First loan payment due																				

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: January 10, 2023
Agenda Item #: 12

Agenda Item: Ordinance Approving One-Year Electric Franchise Agreement with Liberty Utilities (First Reading)

Executive Summary: On August 3, 2021, City Council provided direction to seek a 5-year franchise agreement with Liberty Utilities, with a 5-year option to extend upon satisfactory cooperation on advancing the City's Climate Action Plan and renewable energy goals and expediting undergrounding of electric utilities. The direction was to include these City goals in a Memorandum of Understanding (MOU) with Liberty Utilities, to be adopted as the same time as the franchise agreement. Since then, staff has been working with Liberty Utilities on this effort, but unfortunately Liberty Utilities staff informed the City that they are not willing to enter into any MOU. Therefore, in accordance with prior Council direction, staff recommends entering into a one-year franchise agreement to
allow the time to explore potential alternatives to a long-term franchise agreement with Liberty Utilities including exploring the feasibility of creating a municipal electric utility. Liberty Utilities has informed staff that they will not accept a one-year franchise, so if City Council would like to entertain a longer franchise agreement, such direction can be provided to staff.

Requested Action / Suggested Motions: Pass a Motion to hold a first reading (by title only) of an Ordinance Approving a Franchise Agreement with Liberty Utilities for the Purpose of Transmitting Electricity and Other Commodities Under, Along, and Across City Streets, and refer to second reading and adoption to the January 24, 2023 meeting.
Responsible Staff Member: Heather L. Stroud, City Attorney

Responsible Staff Member: Heather L. Stroud, City Attorney (530) 542-6046

Reviewed and Approved By:
Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance

Attachments:

01 - Staff Report on Liberty Utilities Franchise Agreement.docx
02 - Liberty Franchise Ordinance.docx
03 - Reso. No. 2022-148 Resolution of Intent.pdf
04 - City Letter to Liberty Utilities.pdf
05 - Liberty's Response to City.pdf
06-Proof of Publication.pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: January 10, 2023

Title: Ordinance Approving One-Year Franchise Agreement with Liberty Utilities (First Reading)

Location: Citywide

Responsible Staff Member: Heather Stroud, City Attorney (530) 542-6046

Background:
Since incorporation in 1965, the City has entered into two 25-year electric franchise agreements under the Franchise Act of 1937, California Public Utilities Code section 6201 *et seq*. Under the Franchise Act, the applicant electric utility must file an application stating that during the life of the franchise, it will pay to the City 2 percent of the gross annual receipts of the applicant arising from the use, operation, or possession of the franchise. The 2 percent fee compensates the City for the use of its right-of-way for the utility's infrastructure.

The most recent electric utility franchise agreement was a 25-year agreement with Sierra Pacific Power Company dated April 20, 1993. In 2010, the franchise agreement transferred to California Pacific Energy Company, LLC (CalPeco), and in 2011, CalPeco was acquired by Liberty Utilities. The parties inadvertently allowed the franchise agreement to expire in April 2018, but have been operating since then as if the agreement were still in place. Liberty Utilities paid its franchise fees of $265,863 in 2019, $250,660 in 2020, $285,453 in 2021, and $300,846 in 2022.

The parties began discussing potential terms of a new franchise agreement in early 2021. On August 3, 2021, City Council provided direction to pursue a new shorter-term franchise agreement with Liberty Utilities and to bring a Memorandum of Understanding (MOU) with Liberty Utilities at the same time to address cooperation on the City's priorities including: (1) Climate Action Plan implementation and renewable energy support, especially working to achieve a solar tariff greater than 1 megawatt and expanded battery storage; and (2) expediting undergrounding of utilities. City Council requested that the term of the franchise agreement be 5 years with the ability to extend for another 5 years upon meeting benchmarks in the MOU.

Since then, the City Manager, City Attorney, Public Works Director, and Sustainability Coordinator have met with staff and attorneys from Liberty Utilities multiple times to discuss Liberty's current sustainability initiatives and the terms of a potential MOU. On October 1, 2021, Liberty Utilities submitted an application under California Public Utilities Code section 6231 for a 25-year franchise agreement. In June, the City provided Liberty Utilities with a draft MOU. Unfortunately, Liberty Utilities staff recently informed City staff that they are not willing to enter into any MOU with the City.

Issue and Discussion:
On November 15, 2022, City Council adopted a resolution of intent to enter into a one-year franchise agreement with Liberty Utilities. City Council provided direction to explore potential alternatives to this franchise agreement in the future, specifically exploring the possibility of creating a municipal electrical utility. The one-year franchise agreement could be extended before it expires if more time is needed. Liberty Utilities, however, has indicated that it would not accept a one-year franchise agreement. If City Council would like to entertain a longer franchise agreement, such direction can be provided to staff.

Having a franchise agreement in place would ensure that Liberty Utilities continues to pay its franchise fees and that the City is indemnified and held harmless by Liberty Utilities from any liability for damages proximately resulting from Liberty Utilities' operations.

At the meeting on November 15, City Council also directed that the City Manager send a letter to Liberty Utilities requesting certain information with a response due prior to this public hearing so that Council could consider Liberty Utilities' response as part of this action. A copy of the City Manager's letter and Liberty Utilities' response are included in the materials for this item.

Financial Implications:
The City receives an annual fee equal to 2 percent of Liberty Utilities' gross annual receipts under the expired franchise agreement, which has historically been over $250,000 per year. This statutory fee is intended to compensate the City for the utility's use of the public right-of-way.

Environmental Considerations:
Entering into an electric utility franchise agreement is categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15301(b) (existing facilities of utilities used to provide electric power).

Policy Implications:
The City's Strategic Plan 2021-2026 includes Priority 1.5 (Carbon Neutrality) and Action Item 3, to work with community partners to achieve 100% local, renewable energy for all entities by 2025. The City has also adopted a Climate Action Plan that includes strategies with Liberty Utilities as a partner, including promoting and incentivizing electric vehicle chargers, electrifying the existing building stock by 2030, transitioning to 100% renewable electricity, pursuing community solar and distributed energy systems, and supporting waste to energy and methane collection. Entering into a short-term franchise agreement will allow the City to explore other options besides a longer-term franchise agreement and MOU with Liberty Utilities to advance these goals.

Ordinance 2023-XXX

Adopted by the City of South Lake Tahoe City Council

January 24, 2023

An Uncodified Ordinance Approving a Franchise Agreement with Liberty Utilities for the Purpose of Transmitting Electricity and Other Commodities Under, Along, and Across City Streets

FINDINGS

A. On March 19, 1968, the City Council of the City of South Lake Tahoe adopted Ordinance No. 154, granting an electric utility franchise to Sierra Pacific Power Company for a term of twenty-five (25) years under the Franchise Act of 1937, California Public Utilities Code section 6201 *et seq*.

B. On April 20, 1993, the City Council of the City of South Lake Tahoe adopted Ordinance No. 817, extending and modifying the terms of an electric utility franchise agreement with Sierra Pacific Power Company, which agreement had a term of twenty-five (25) years.

C. On October 19, 2010, the City Council of the City of South Lake Tahoe approved the assignment of the franchise agreement with Sierra Nevada Pacific Power Company to California Pacific Electric Company, LLC.

D. On January 1, 2011, Liberty Utilities acquired California Pacific Electric Company, LLC.

E. The franchise agreement expired on April 20, 2018, but since that time, the parties have been operating as if the agreement was still in place.

F. On October 1, 2021, CalPeco Electric, LLC (Liberty Utilities) provided to the City of South Lake Tahoe an application for this franchise in accordance with California Public Utilities Code section 6231.

G. On November 15, 2022, the City of South Lake Tahoe adopted a Resolution of Intention to grant this franchise to Liberty Utilities, which was published on [DATE] and set a public hearing for January 10, 2023 in accordance with California Public Utilities Code section 6232.

Now, Therefore, the City Council of City of South Lake Tahoe does ordain as follows:

SECTION 1. This franchise is granted under and pursuant to the provisions of the Franchise Act of 1937, California Public Utilities Code section 6201, *et seq*. Whenever in this ordinance the words "Grantee" and "City" are used, they shall mean Liberty Utilities and the City of South Lake Tahoe, respectively.

SECTION 2. Grantee, through this franchise, shall retain the right, privilege, and permission to construct and use poles, wires, conduits, and appurtenances for transmitting and distributing electricity for all purposes under, along, across, or upon the public streets and way, alleys, and public places and grounds as the same now or may hereafter exist within the City of South Lake Tahoe, County of El Dorado, State of California.

SECTION 3. The said Grantee, its successors and assigns, are hereby granted said franchise, right, privilege, and permission hereinabove mentioned for the term of one (1) year from and after the date of the adoption and passage of this ordinance, or until such time as the franchise is forfeited or the City shall purchase by voluntary agreement or shall condemn and take under the power of eminent domain in accordance with then existing law all property actually used and useful in the exercise of said franchise. Said franchise shall never be considered or taken into account in fixing the value of said property.

SECTION 4. The Grantee of this franchise shall:

a) Construct, install, and maintain all pipes, conduits, poles, wires, substations, switching stations, and appurtenances in accordance and in conformity with all the ordinances, rules, and regulations heretofore and hereafter adopted by the City Council in the exercise of its police powers and not in conflict with the paramount authority of the State of California and, as to state highways subject to the laws relating to the location and maintenance of such facilities;

b) Make to standards established by the City in the reasonable exercise of its discretion, all repairs to public property made necessary by any of the operations of Grantee under this franchise, or at the option of Grantee, pay to the City the cost of such repairs;

c) To the maximum extent allowed by law, indemnify and hold harmless the City and its officers from any and all liability for damages proximately resulting from any operations under this franchise;

d) Comply with all federal, state, and local laws and ordinances governing the use, storage, generation, or disposal of hazardous substances. In the event a public right-of-way becomes contaminated in any manner for which Grantee is legally liable, Grantee shall promptly, at its sole expense, take any and all necessary actions, as required by law, to return the public right-of-way to the conditions existing prior to any such contamination. Further, Grantee shall indemnify and hold harmless the City from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys fees, consultant, and expert fees) arising during or after the term of this franchise which occur as a result of such contamination by Grantee. This indemnification shall include, without limitation, any and all cleanup costs incurred due to any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision.

Settlement of any action which is subject to this provision shall be wholly within the control of Grantee. Provided, however, that in the event of dispute over the terms of any such settlement between Grantor and Grantee, the issue shall be resolved by a court of competent jurisdiction.

e) Remove or relocate, without expense to the City, any of its facilities installed, used, and maintained under the franchise as and when made necessary by any lawful change of grade or

alignment or width of any public street, way, alley, or public places and grounds including the construction of any fixed guideway or other similar transportation system by the City;

f) File with the City Council of the City at least thirty (30) days prior to any sale, transfer, assignment, or lease of this franchise or any party thereof, or any of the rights or privileges granted thereby, written evidence of the same certified to by the officers of the Grantee duly authorized. The City Council reserves the right, in the reasonable exercise of its discretion, to approve, conditionally approve, or deny at such sale, transfer, assignment, or lease or any part thereof.

g) Apply for and obtain a City business license under Chapter 3.35 of the City Code.

SECTION 5. Said Grantee and its assigns must, during the life of this franchise, right, privilege, and permission pay to the City two percent (2%) of the gross annual receipts of said Grantee arising from the use, operation, or possession of said franchise; provided, however, that such payment shall in no event by less than one percent (1%) of the gross annual receipts of said Grantee derived from the sale within the limits of the City of South Lake Tahoe of the utility service for which this franchise is awarded.

The provisions contained in this Section shall be deemed a minimum franchise fee. Both Grantor and Grantee expressly reserve the right to reopen and reconsider the amount and type of fees due under this franchise in the event of any change in state or federal law governing such matters. Any such reconsideration shall not shorten or extend the term of this franchise.

SECTION 6. The Grantee of this franchise shall file with the City Clerk within three (3) months after the expiration of the calendar year or fractional calendar year following the date of this franchise and within three (3) months after the expiration of each and every calendar year thereafter, a duly verified statement showing in detail, the total gross receipts of such Grantee, its successors, and assigns during the preceding calendar year, or such fractional calendar year, from the sale of the utility service for which this franchise is granted; such Grantee shall pay to the City within fifteen (15) days after the time for filing such statement, in lawful money of the United States, the specified percentage of its gross receipts for the calendar year or such fractional calendar year covered by such statement. Any neglect, omission, or refusal of said Grantee to file such verified statement or to pay said percentage at the times or in the manner here provided, shall be grounds for the declaration of the forfeiture of this franchise and all rights thereunder.

SECTION 7. This franchise shall take effect thirty (30) days after its adoption, however, will not be in full force and effect until such time as written acceptance thereof shall have been filed by the Grantee thereof with the City Clerk.

SECTION 8. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council declares that it would have passed this ordinance and each and every section, subjection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 9. The City Clerk is directed to certify this ordinance and cause it to be published in the manner required by law.

Adopted by the City of South Lake Tahoe City Council on January 24, 2023 by the following vote:

Yes:
No:
Abstain:
Absent:

_____ Date:_____
Cristi Creegan, Mayor

Attest:

_____
Susan Blankenship, City Clerk

First Reading:
Published:
Second Reading:
Effective:

Resolution 2022-148

Adopted by the City of South Lake Tahoe
City Council

November 15, 2022

Resolution of Intent to Approve Franchise Agreement with Liberty Utilities

BACKGROUND

A. On October 1, 2021, the City of South Lake Tahoe received an application from CalPeco Electric, LLC (Liberty Utilities) under Section 6231 of the California Public Utilities Code for an electric franchise within the City's jurisdiction.

B. Liberty Utilities' application states that the applicant, if granted the franchise, will pay to the City, during the life of such franchise, two percent (2%) of its gross annual receipts arising from the use, operation, or possession of the franchise, except that this payment shall be not less than one percent (1%) of Liberty Utilities' gross annual receipts derived from the sale within the limits of the City the utility service for which the franchise is awarded.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Declares its intention to grant to Liberty Utilities the franchise applied for, for a term of one year, pursuant to Section 6232 of the California Public Utilities Code.

2. Sets the public hearing on this matter for January 10, 2023, at 9:00am, or as soon thereafter as it may be heard, at the City Council Chambers at 1901 Lisa Maloff Way, South Lake Tahoe, California.

3. Directs the City Clerk to publish a notice at least once within fifteen (15) days after the passage of this resolution in a newspaper of general circulation within the City of South Lake Tahoe.

Adopted by the City of South Lake Tahoe City Council on November 15, 2022 by the following vote:

Yes: Bass, Creegan, Friedrich, Middlebrook and Wallace

Devin Middlebrook (Nov 16, 2022 14:17 PST)

Date: Nov 16, 2022

Devin Middlebrook, Mayor

Attest:

Sue Blankenship (Nov 16, 2022 11:54 PST)

Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

Res 2022-148 Franchise to Liberty Utilities

Final Audit Report 2022-11-16

Created:	2022-11-16
By:	jo Mcdonough (jmcdonough@cityofslt.us)
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"Res 2022-148 Franchise to Liberty Utilities" History

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Signer dmiddlebrook@cityofslt.us entered name at signing as Devin Middlebrook
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Agreement completed.
2022-11-16 - 10:17:18 PM GMT

Office of the City Manager
City of South Lake Tahoe

Joseph D. Irvin, City Manager
jirvin@cityofslt.us
(530) 542-6043

1901 Lisa Maloff Way, Ste. 203
South Lake Tahoe, CA 96150
www.cityofslt.us

November 28, 2022

Liberty Utilities (West Region)
Attn: Sharon Yang, Director of Legal Services

RE: Franchise Agreement and Energy Goals

Dear Ms. Yang,

I am writing to request information that can provide additional context for our City Council as it relates to current Franchise Agreement negotiations.

Ms. Yang, you stated in your letter submitted to the City Council dated November 14, 2022 that *"a main area of disagreement regarding the franchise agreement centers around the City's insistence on inserting its clean energy goals into this franchise agreement."* That said, can you acknowledge that the City offered a clean 5-year franchise agreement, with an accompanying MOU outlining priority areas of focus for cooperation between the City and Liberty and the City's 100%, 24/7 goals were not inserted into the franchise agreement itself? The MOU, however, was put forth as a mechanism to provide assurance that Liberty is committed to working with the City to meet our goals.

In the absence of a MOU that memorializes Liberty's willingness to work with the City to meet our climate and renewable energy goals, what assurances do we have that Liberty will in fact "support the City's renewable energy goals as a utility partner and service provider", as stated in the letter?

The City, and institutional partners within the City, seek to avoid greenhouse gas emissions via development of clean energy projects. Resolution 2021-104 articulates an ambitious goal to achieve 100 percent renewable electricity, 24 hours a day, 7 days a week, from carbon free sources, *connected to the local distribution grid* by 2030 for the whole community. That resolution is attached for your reference.

While we appreciate that Liberty is getting ahead of state mandates for renewables, these projects do not provide the local generation and resiliency articulated in our goals. In sum, current Liberty renewable projects are not providing energy to South Lake Tahoe directly, but rather via paper renewable energy credits. Furthermore, Liberty's dependence on transmission from NVE leaves Liberty customers, including those in South Lake Tahoe, vulnerable to transmission outages, such as the approximately five-hour south shore-wide outage that occurred on November 21, 2022.

In Liberty's 2022 Integrated Resources Plan (IRP), filed with CPUC on 11.1.22, it is stated "there is no power import transmission capacity available to Liberty in NV Energy's North System and this will remain to be the case until at least 2026," and "NV Energy is obligated to enter a Western RTO by 2030. This development will have a significant impact on the transmission capacity cost and availability in NV Energy's North System."

Our goals seek to ensure our electricity supply is from actual, not paper, renewable resources at all hours of the day. Despite inability to transmit electricity from renewable generation sources into the NV Energy North System, the Liberty 2022 IRP contains no plans for new renewable generation assets to be developed within Liberty's service territory. At the same time, Liberty's IRP acknowledges that NVE renewable development is sufficient "until Liberty can secure the transmission and portfolio of generation capacity needed to meet its long term zero-carbon goal." Please explain how the Luning Expansion project will add significant value to NVE's North System, or to Liberty customers, considering its contribution to the NVE grid will be nominal, and does not add resiliency to Liberty's distribution grid.

To the extent that local renewable resource development is not currently contemplated in Liberty's Integrated Resource Plan, is Liberty's position that these plans cannot be amended to accommodate the City's ambitious real (not paper) renewable energy goals? If it is determined by CPUC that there are not in fact fixed legal and regulatory barriers to deploying renewable resources connected to the SLT distribution grid, then please help us understand the basis of Liberty's objections to embracing this approach with the City.

The City recognizes the ambitiousness of this goal and would like to understand if there are opportunities to work together to achieve parts of it. To that end, we would like to pose the following additional questions for your feedback.

1. Where do you see the common ground of the City's 24/7 CFE resolution and Liberty's plans and goals?

2. Do you believe it is technologically feasible for all electrical loads – current and future – to be met with electricity generated in places that are directly connected to Liberty's South Lake Tahoe electrical grid? Solutions might potentially include suitable solar sites in Alpine, Mono, or Douglas counties, with new transmission

from renewable generation facilities to the South Lake Tahoe distribution grid where needed. Other solutions could include biomass energy, pumped hydro or solar-powered microgrids within the Tahoe Basin.

3. Are there programs or tariffs that are available from other utilities in California that could help the City and partners achieve our energy goals, and provide additional resilience in the face of extreme weather events? Could we work together to advocate for access to these? Examples might be SGIP, RES-BCT, new incentives for electrification, or others.

4. In pursuit of our 24/7 carbon free electricity goal, we need data about our energy use 24 hours a day. When might Liberty work to install smart meters? Can we work together to advance this at City facilities? In the interim, would you be able to work with the City to provide relevant data to help us approximate our baseline?

5. 24/7 is coming at a price premium no matter what. It could incentivize the development of energy resources at the time/place that would benefit the grid and build resilience. Would Liberty issuing the 24/7 certificates create the revenue stream necessary? Can we work together to make the market conditions more beneficial?

6. Given that electrical demand will increase (with more electric vehicles and household appliances) how can we work together to build projects that provide capacity or shift loads?

Ms. Yang, your letter states that *"Liberty regularly communicates with City staff on a wide spectrum of projects and plans. We can and will support the City in meeting its renewable energy goals as a utility partner and service provider. However, our role is limited to the extent that a public utility must act in accordance with applicable legal and regulatory obligations and cannot discriminate between its customers. Nevertheless,* ***there is much we can do to assist the City*** *without violating these parameters."*

We acknowledge and accept that any IOU must not discriminate between customers. And, to your last point, it is in that space that we have been seeking to work together and from which we articulated opportunities in the Draft MOU. Communications thus far from Liberty have been describing what you have *already* filed with CPUC and have *not* been the additional, forward-thinking, creative approaches to assisting the City that we have been seeking. **We seek your guidance on what Liberty *can* do to assist the City in meeting its carbon and resiliency goals without violating the parameters mentioned?**

Your feedback by close of business on January 4, 2023, will be shared with City Council prior to the January 10, 2023 meeting in which the Franchise Agreement will be discussed further by Council.

Thank you in advance for your time, attention and consideration.

Respectfully submitted,

Joseph D. Irvin, ICMA-CM
City Manager, South Lake Tahoe, CA
jirvin@cityofslt.us

Attachment: Resolution 2021-104

CC: Heather Stroud, City Attorney

Resolution 2021-104

Adopted by the City of South Lake Tahoe
City Council

December 7, 2021

Resolution to Aspire Towards Citywide 100 Percent Renewable, Carbon-Free Electricity, 24/7 by 2030

BACKGROUND

A. The City of South Lake Tahoe is responsible to promote the public health and safety of its residents, including access to clean air, clean water, and a livable environment.

B. The energy resources utilized as a municipal government and community significantly impact public health and safety, including the economic and social well-being of current and future residents.

C. There is scientific consensus regarding the reality of climate change and the connection between human activity, especially the combustion of fossil fuels that create greenhouse gases, and the warming of the planet.

D. South Lake Tahoe is experiencing the effects of climate change locally, including in the increase of extreme wildfire events such as the Caldor Fire, which was described by Cal Fire Chief Chris Anthony as "no longer [unprecedented] given the clear trends associated with drought and a changing climate".

E. South Lake Tahoe is at severe risk to escalating impacts of climate change locally, with the 2020 State of The Lake Report projecting air temperature increases of 8 degrees Fahrenheit and a 50% reduction of snow by the latter part of the century.

F. Distributed renewable energy paired with energy storage is an important strategy to build disaster resilience and will assist with disaster recovery.

G. The 2015 Baseline GHG Inventory for the City of South Lake Tahoe found grid electricity consumption produced 25% of all community-wide greenhouse gas emissions.

H. The 2021 Intergovernmental Panel on Climate Change (IPCC) Report makes clear the need for bold, urgent action, including the imperative to eliminate carbon and other greenhouse gas emissions in all sectors of the economy, including electricity, to avoid the worst impacts of climate change.

I. The City led the development of the South Tahoe Zero Energy District (STZED) Connected Communities project, and aims to memorialize the aspirations outlined in the project, including to create a local energy grid that is more resilient to the increasing threats imposed by climate change, including catastrophic wildfire and extreme winter events, through a decarbonized grid that matches all electricity consumption with generation from renewable energy sources connected to the local distribution grid at all time periods.

J. The City committed in the 2020 Climate Action Plan to reducing emissions to 80% below 2015 levels by 2040 and committed to CAP Strategy 10: Increase Renewable Energy and Storage throughout the Community.

K. Transitioning the community to an efficient use of a mix of local carbon-free renewable energy resources would provide a range of benefits including but not limited to reduced greenhouse gas emissions, improved air quality, enhanced public health, local green jobs, and reduced reliance on fossil fuels.

L. Full decarbonization of electricity systems has the potential to eliminate nearly 50% of greenhouse gas emissions globally.

M. The City of Des Moines, Iowa committed to achieving 100% carbon-free electricity 24/7 by 2035.

N. Google has committed to a 24/7 carbon-free, renewable energy goal by 2030 in every grid in which they operate.

O. The Sacramento Municipal Utility District (SMUD) has committed to eliminating carbon emissions from its power supply by 2030.

P. Renewable Energy Action Item 1 (RE-1) within the City's Climate Action Plan states the City will transition to 100% renewable electricity and Renewable Energy Action Item 2 (RE-2) within the Climate Action Plan states the City will explore options for and feasibility of increasing community solar and distributed energy systems.

Q. A new UN-Sponsored 24/7 Carbon-free Energy Compact has recently formed to accelerate the decarbonization of electricity grids by adopting, enabling, and advancing 24/7 carbon-free energy, where every kilowatt-hour of electricity consumption is met with carbon-free electricity sources of every hour of the day.

R. The City adopted Resolution 2017-26 to achieve 100% community-wide renewable electricity by 2032, and 50% municipal renewable electricity by 2025, and desires to set the goals higher in consideration of the escalating pace and scale of climate change since adoption of this resolution in 2017.

S. The City of South Lake Tahoe strives to be a national and international leader in climate action and climate resilience in order to benefit its residents and inspire visitors to take similar initiative where they live.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Aspires to a community-wide goal of achieving 100 percent renewable electricity, 24 hours a day, 7 days a week, from carbon-free sources, connected to the local distribution grid by 2030.
2. Authorizes the City Manager to enroll the City in the 24/7 Carbon-free Energy Compact.
3. Aspires to the goals set forth in the South Tahoe Zero Energy District plan to create a clean, resilient, affordable, efficient, and equitable electricity system, which includes maximum electrification of transportation, heating, and other sectors; models state-of-the-art energy efficiency, electrification, energy management systems, time of use strategies, distributed renewable energy, energy storage systems, and clean energy microgrid solutions; and saves money for local residents, ratepayers and public institutions through customer-owned projects.

Adopted by the City of South Lake Tahoe City Council on December 7, 2021 by the following vote:

Yes: Bass, Creegan, Friedrich, Middlebrook and Wallace

Devin Middlebrook (Dec 13, 2021 09:24 PST)

Date: Dec 13, 2021

Devin Middlebrook, Mayor

Attest:

Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

Res 2021-104 100 Percent Renewable, Carbon-Free Electricity, 24-7 by 2030

Final Audit Report 2021-12-13

Created:	2021-12-10
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"Res 2021-104 100 Percent Renewable, Carbon-Free Electricity, 24-7 by 2030" History

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Adobe Sign

Liberty Utilities (CalPeco Electric) LLC
933 Eloise Avenue
South Lake Tahoe, CA 96150
Tel: 800-782-2506
Fax: 530-544-4811

December 22, 2022

VIA ELECTRONIC MAIL
jirvin@cityofslt.us

Joseph D. Irvin
City Manager
City of South Lake Tahoe
1901 Lisa Maloff Way, Ste.203
South Lake Tahoe, CA 96150

Dear Mr. Irvin:

In response to your November 28, 2022 letter, I write to provide information and additional context for you and the City Council regarding the ongoing franchise agreement negotiations between the City and Liberty.

Your letter begins with a request for factual information regarding the status of our franchise agreement discussion, Liberty's status as a transmission customer of NV Energy, and Liberty's 2022 Integrated Resources Plan (IRP). Then you pose specific questions aimed at gaining a better understanding of how Liberty can work with the City to achieve parts of Resolution 2021-104 (December 7, 2021), a "Resolution to Aspire Towards Citywide 100 Percent Renewable, Carbon-Free Electricity, 24/7 by 2030."

We address both your factual and policy-focused questions below.

The franchise agreement discussion

You take issue with a reference to "the City's insistence on inserting its clean energy goals into this franchise agreement" in our November 14, 2022, letter to the City Council. You ask for acknowledgment that "the City offered a clean 5-year franchise agreement, with an accompanying MOU outlining priority areas of focus for cooperation between the City and Liberty, and the City's 100% 24/7 goals were not inserted into the franchise agreement itself."

We cannot offer the acknowledgment you seek because the City has not offered a "clean" five-year franchise agreement. This is precisely the problem. The City offered a five-year franchise agreement with a memorandum of understanding (MOU) incorporated as an exhibit, and language conditioning extension of the abbreviated term of the franchise agreement on "meeting the milestones" in the MOU. We communicated then and reconfirm now, that a franchise agreement tied to an MOU is not appropriate or consistent with the franchise agreements that Liberty operates under in other cities. I will add that the proposed MOU itself included some services that we are already providing (*e.g.*, assisting the City with EV charging development) and some services that are not legally permissible insofar as they would constitute preferential

treatment to a particular customer (*e.g.*, consultation on a plan for undergrounding "outside the CPUC Rule 20 process").

You ask what "assurances" the City has that Liberty will support the City's renewable energy goals as a utility service partner and service provider in the absence of an MOU. Liberty responds as follows:

- If by "assurance," you mean a verbal or written commitment, you have the public statement in my letter. You also have a record of the multiple meetings, phone calls, informational presentations, and project consultations Liberty has provided during the past year. For example, in May we met with the City's Sustainability Coordinator to discuss energy efficiency, transportation electrification, solar incentives, access and functional needs planning, and other issues. Throughout the year, we had numerous meetings and consultations with City staff to discuss topics including managed EV charging, RPS procurement, Rule 24, Resiliency as a service (RaaS), the Community Resource Center, and solar project questions. Last month we also met with and presented to the South Lake Tahoe 100% Renewable Committee. Liberty stands ready to discuss and provide input on proposals or projects you wish to explore. But there are limits to the kind of help Liberty may provide. Because Liberty is obligated to provide non-discriminatory service to all customers, we cannot favor one city over another or provide technical consultancy services that go beyond our utility role. Because Liberty is regulated by the California Public Utilities Commission (CPUC) and under an obligation to keep rates affordable for our customers, we have constraints on what projects we can undertake to help individual customers or local governments advance their aspirational 100% renewable goals. All customers should not be expected to subsidize projects that benefit only one City.

- If by "assurance" you mean a legal commitment, we refer you to the California Public Utilities Code, our binding utility tariffs and rules, and our obligation to comply with applicable decisions of the CPUC. For example, under Decision 19-11-017, Liberty has an obligation to offer incentives and support for EV charging stations at schools and parks. Under Rule 21, Liberty has an obligation to interconnect renewable energy facilities. Under Rule 24, Liberty has an obligation to provide the utility-side infrastructure needed for customers to install EV charging stations on their sites.

The City's desire for 100% local renewable electricity

We are familiar with Resolution 2021-104, which was attached to your letter, and have discussed the Resolution with City staff on more than one occasion. Your letter criticizes Liberty for providing renewable energy from projects that are not "providing energy to South Lake Tahoe directly." You disparage using renewable energy credits (RECs) for compliance with regulatory

obligations. And you criticize Liberty for developing utility-scale solar generation resources that are not sited in the Lake Tahoe area.

We have heard these concerns before in our meetings with City staff. We have tried to explain the external factors affecting our system operations and procurement of renewable energy at a reasonable cost, including the CPUC's encouragement for Liberty to use RECs as a lower-cost approach to RPS compliance. We will not reiterate past discussions at length here but will briefly address specific points raised in your letter.

Your statement that Liberty is dependent on transmission from NV Energy is correct. This has been the case for service throughout the service territory for decades and pre-dates Liberty's acquisition from Sierra Pacific Power Company. It is true that an NV Energy substation outage in November resulted in an outage on Liberty's system. However, Liberty's "dependence" on the NV Energy transmission grid did not cause the outage. All utilities are interconnected with the grid, and customers may experience outages at the local distribution level if an incident affects the interconnected high voltage transmission system.

You are correct that Liberty's 2022 IRP does not include a plan for "local renewable resource development." However, as discussed previously with staff, the most economical renewable projects that Liberty has advanced are the solar facilities located in Nevada, which have much better solar conditions, much lower land acquisition costs, significantly fewer hours of cloud cover, no exposure to potential significant snow loading, and lower overall development costs. Because such investments are made to advance a cost-effective portfolio of energy and capacity for customers wherever located in Liberty's service territory, Liberty is resistant to proposing suboptimal project sites or projects that are likely to face opposition by the CPUC's consumer advocates or other customer intervenors.

We note that Resolution 2021-104 was based on the 24/7 Carbon-free Energy Compact and on 24/7 100% goals set by the City of Des Moines, Iowa, Google, and the Sacramento Municipal Utility District. The one notable difference between these resolutions and commitments and the City's is that you have added the condition that all electricity must be "connected to the local distribution grid." If rigidly applied, this condition will exclude consideration of renewable resources that are eligible under California RPS rules (and that would be counted under the 24/7 100% commitments that you cite from other jurisdictions) and will prevent you from formulating a realistic and holistic plan for reaching your goals.

To be clear, we will continue to provide support for the City's efforts to plan for and develop generation and storage projects that are connected to the local distribution system. That is part of our function and our mission. But we encourage you to ground your planning process on an understanding of the operational and regulatory constraints specific to the City's location and situation.

It is not our place to address the questions in your letter about whether and under what conditions the CPUC may amend Liberty's IRP or make City-specific findings in the IRP proceeding. The City has the right as a customer and as an interested public entity to intervene and participate in the IRP or any other CPUC proceeding affecting its interests and to advocate for changes in the IRP rules or Liberty's IRP. Recognizing your interest in Liberty's IRP, we would be happy to schedule a meeting with you to discuss it and any concerns the City may have regarding the vision it outlines.

Additional Questions

We provide answers below to your additional questions. We can discuss any of these in more detail and schedule a follow-up meeting to address these and any other concerns or questions you may have.

1. **Where do you see the common ground of the City's 24/7 CFE resolution and Liberty's plans and goals?**

First, both the City and Liberty have responsibilities to protect and serve the public and, in Liberty's case, all of its utility customers. We are both actively working to address the resiliency challenges associated with climate change and to bring additional renewable energy to serve homes and businesses in the City of South Lake Tahoe (and, in Liberty's case, to all our customers). Our roles and responsibilities are different, but we share these overarching objectives.

We see common ground between Liberty's plans and goals for increased procurement of clean, renewable energy, transportation electrification, and system decarbonization and the City's goals as reflected in the 24/7 Carbon-free Energy Compact and the South Tahoe Zero Energy District Plan (STZEDP).

We see specific areas of opportunity in the STZEDP that could align between the City's goals and our own: electrification of transportation, heating and other sectors, energy efficiency, energy management systems, time-of-use strategies, DERs, storage, and microgrids. We want to discuss these opportunities and help the City prioritize feasible actions. In particular, we see transportation electrification and energy efficiency investments as areas we are productively working on together today.

2. **Do you believe it is technologically feasible for all electrical loads – current and future – to be met with electricity generated in places that are directly connected to Liberty's South Lake Tahoe electrical grid? Solutions might potentially include suitable solar sites in Alpine, Mono, or Douglas counties, with new transmission from renewable generation facilities to the South Lake Tahoe distribution grid where needed. Other**

solutions could include biomass energy, pumped hydro or solar-powered microgrids within the Tahoe Basin.

It may be theoretically possible for all South Lake Tahoe loads to be served most of the time by generation located in the area. However, we would underscore "theoretically" because a plan to essentially island the Tahoe Basin would not be realistic or attainable operationally or financially.

We understand that the City is considering all options for expanding clean energy resources locally. But we would encourage you to prioritize and focus discussions on actions that can realistically contribute to meeting the City's goals between now and 2030. As recognized in principle 3 of the 24/7 Carbon Free Compact, "local procurement" may include purchasing clean energy on both the local and *regional* electricity grids. As acknowledged in Google's "24/7 by 2030" whitepaper, working toward at-scale decarbonization involves recognizing local constraints (land, resources, infrastructure) that may require location-specific solutions. Some of the options listed above, such as pumped storage, do not seem realistic for the timeframe you are considering and are likely to face significant economic and environmental challenges.

Moreover, as a technical matter, Liberty does not currently own any transmission facilities, but rather its entire grid is distribution. Liberty does investigate potential wires investments to better integrate delivery of energy and capacity throughout the system. Still, to date we have not seen an economically feasible means of constructing transmission facilities sited near the California portion of Lake Tahoe.

3. **Are there programs or tariffs that are available from other utilities in California that could help the City and partners achieve our energy goals, and provide additional resilience in the face of extreme weather events? Could we work together to advocate for access to these? Examples might be SGIP, RES-BCT, new incentives for electrification, or others.**

It would be difficult for Liberty to determine precisely which programs or tariffs implemented by other California utilities would best serve to enable the City achieve its goals and provide resilience. We have previously discussed with City staff why, to our best understanding, there are statutory constraints in the existing RES-BCT program that foreclose multi-county generation development. Moreover, as we have explained several times, because Liberty is not located in the California Independent System Operator (CAISO) and because NV Energy does not operate an open access wholesale market that would facilitate trading of imbalance energy, our existing supply arrangements with NV Energy require Liberty to balance its load and generation. The other large IOUs in California are not subject to these limitations, and many of the programs advanced by the CPUC are designed for the large IOUs' circumstances, not those of much smaller utilities like Liberty.

Liberty is willing to continue this discussion and to look at the potential feasibility of other programs or tariffs that may be of interest to the City, but any such efforts must always be evaluated from the perspective of the interests of all customers in the territory.

4. **In pursuit of our 24/7 carbon free electricity goal, we need data about our energy use 24 hours a day. When might Liberty work to install smart meters? Can we work together to advance this at City facilities? In the interim, would you be able to work with the City to provide relevant data to help us approximate our baseline?**

Liberty has a pending request in its 2022 General Rate Case (GRC) for authorization to deploy AMI. Chapter 13 of our GRC filing (A.21-05-017) describes in detail the need for AMI and the benefits that AMI will provide. Liberty has already initiated detailed planning and design for an AMI system and enhanced customer information access. Liberty plans to begin installing smart meters in Q2 2023 for residential and small/medium commercial customers, assuming the CPUC approves the settlement in a timely manner. The GRC settlement is still pending with the CPUC, so the roll-out date may be delayed.

The City may want to follow the GRC proceeding at the CPUC. The City may also want to monitor Rulemaking 22-11-013. This Order Initiating Rulemaking includes a good summary on pages 3-11 of the complex interaction between IRP and DER program requirements, legislative mandates, and cost-effectiveness standards that are reflected in our decision-making. The proceeding will also address data access issues that may be of interest to the City.

With respect to your request for data, Liberty can work with the City to provide relevant data to help it approximate baseline energy usage on a monthly basis for both City operated buildings and South Lake Tahoe as a whole, but because most of the accounts do not register interval data, the hourly data provided is an approximation. (See attached)

5. **24/7 is coming at a price premium no matter what. It could incentivize the development of energy resources at the time/place that would benefit the grid and build resilience. Would Liberty issuing the 24/7 certificates create the revenue stream necessary? Can we work together to make the market conditions more beneficial?**

We generally agree that projects benefiting the grid and contributing to resilience should be prioritized. Liberty does not issue "24/7 certificates," and we are not sure what you mean by this term. If your reference to "market conditions" refers to the competitive market for third-party project development and project finance, we are open to discussing this topic, but it is unclear how the City can "make the market conditions more beneficial." One development that seems likely to influence the scope and pace of project development in California overall is the implementation of the Infrastructure Investment and Jobs Act and the Inflation Reduction Act of 2022, which provide funding for incentives and loans for a range of new clean energy and transportation electrification projects.

6. Given that electrical demand will increase (with more electric vehicles and household appliances) how can we work together to build projects that provide capacity or shift loads?

The CPUC is actively focused on developing new policies and rate design changes addressing anticipated increases in demand for electricity from transportation and building electrification. For example, in Rulemaking 22-07-005, the CPUC is examining how to "expand the use of demand flexibility beyond early adopters" in order to use rate signals and DR options for the benefit of grid management. The unique load patterns in Liberty's service area (which includes the City) may lead to flexible rate solutions that are different from those of other utilities. The CPUC has specifically ruled that development of "demand flexibility rates" for small and multi-jurisdictional electric utilities will occur in Phase 2 of the proceeding. However, the development of demand-response programs for Liberty can only occur after the AMI rollout and may be dependent on other regulatory changes in the balancing authority area operated by NV Energy.

With respect to the City's interest in building new projects that provide capacity or shift loads, you may want to engage with experts who can help you explore the economics of your own energy efficiency or self-generation/storage investments. We are always available to discuss and provide feedback on feasibility and project design. But, as previously noted, under our supply arrangements with NV Energy, Liberty must balance its load and resources and cannot export imbalance power to NV Energy. It is possible this may change in the future, particularly if NV Energy eliminates some of its transmission constraints or joins a regional market. But presently, these are areas of very high uncertainty that may impede the kind of generation development the City wants to pursue.

Next steps

Liberty takes issue with some of your statements and assumptions regarding our procurement decisions and intentions. We are also concerned that a singular focus on matching electricity consumption in the City 24/7 with "renewable energy sources connected to the local distribution grid" may not be the most effective route to achieving the City's decarbonization goals and is unlikely to be sufficiently cost-effective for Liberty to obtain necessary CPUC approval.

However, we do wholeheartedly share the City's interest in making rapid progress toward addressing the causes and impacts of climate change in the local area and in looking for opportunities to expand energy efficiency, transportation electrification, demand response, and cost-effective distributed generation and storage projects to benefit our entire service territory, including the citizens of South Lake Tahoe. We have identified some specific suggestions above in response to your questions. And, of course, as your electric utility, we will continue to provide technical support and information on our tariffed services as needed to support City projects.

We welcome any suggestions you may have for moving forward.

Sincerely,

/s/ Sharon Yang
Sharon Yang
Director of Legal Services

Attachments: Usage data for City and Other accounts

cc: Heather Stroud, City Attorney (HStroud@cityofslt.us)
Cristi Creegan, Mayor (CCreegan@cityofslt.us)
Cody Bass, Mayor Pro Tem (CBass@cityofslt.us)
John Friedrich, Council Member (JFriedrich@cityofslt.us)
Tamara Wallace, Council Member (TWallace@cityofslt.us)
Scott Robins, Council Member (SRobbins@cityofslt.us)

Notice of Public Hearing
City of South Lake Tahoe City Council Meeting

NOTICE IS HEREBY GIVEN that in accordance with Resolution 2022-148 and Section 6232 of the California Public Utilities Code: the City of South Lake Tahoe City Council will conduct a Public Hearing on January 10, 2023 at 9:00 a.m. or as soon thereafter as possible, in the City Council Chambers, 1901 Lisa Maloff Way, South Lake Tahoe, to consider the following:

Intention to grant to Liberty Utilities the franchise applied for, for a term of one year, pursuant to Section 6232 of the California Public Utilities Code to Approve Franchise Agreement with Liberty Utilities

Liberty Utilities (CalPeco Electric) LLC and its successors and assigns will, during the life of its franchise, pay to the City of South Lake Tahoe the percentage specified in its application (2 percent of gross receipts arising from the use, operation, or possession of the franchise, except that this payment shall be not less than one percent of gross annual receipts derived from the sale within the limits of the City of South Lake Tahoe), and this percentage will be paid annually from the date of the granting of the franchise, and in the event such payment is not made the franchise will be forfeited. At any time not later than the hour set for the hearing of objections, any person interested may make written protest stating objections against the granting of the franchise. The protest shall be signed by the protestant and be delivered to the City Clerk, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150 or via email to publiccomment@cityofslt.us

A staff report will be available at least three days prior to the hearing and can be downloaded from the City of South Lake Tahoe website https://www.cityofslt.us

Susan Blankenship, City Clerk
City of South Lake Tahoe
1901 Lisa Maloff Way, Ste 206
South Lake Tahoe, CA 96150
(530) 542-6005
sblankenship@cityofslt.us

Published: November 25. 2022

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: January 10, 2023
Agenda Item #: 13

Agenda Item: Ordinance Amending South Lake Tahoe City Code to Authorize Prequalification and Design-Build Contracts (First Reading)

Executive Summary: The proposed Ordinance would amend the City Code to create greater flexibility for procurement of public works projects. The Ordinance would allow prequalification of contractors prior to issuing an invitation to bid and would allow design-build procurement of City buildings and parks and recreation facilities over $1 million, consistent with state law.

Requested Action / Suggested Motions: Pass a Motion to hold a first reading (by title only) of an Ordinance Amending South Lake Tahoe City Code Title 3, Chapter 3.45, Article II (Public Contracts and Uniform Public Construction Cost Accounting Act) to Authorize Prequalification and Design-Build Contracts and refer to second reading and adoption to the January 24, 2023 meeting.
Responsible Staff Member: Heather Stroud, City Attorney

Responsible Staff Member: Heather Stroud, City Attorney (530) 542-6046

Reviewed and Approved By:
Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance

Attachments:

01 - Staff Report.docx
02 - Ordinance.docx
03 - Ordinance Redline.pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: January 10, 2023

Title: Ordinance Amending South Lake Tahoe City Code to Authorize Prequalification and Design-Build Contracts

Location: Citywide

Responsible Staff Member: Heather Stroud, City Attorney (530) 542-6046

Background:
State law authorizes general law cities to prequalify bidders for public works projects (Cal. Pub. Contract Code § 20101), and to use the design-build method of project delivery for certain types of public works projects, namely contracts to design and construct buildings and parks and recreation facilities over $1 million (Cal. Pub. Contract Code §§ 22160 *et seq.*).

Issue and Discussion:
Currently, the City does not have a process to prequalify bidders and the South Lake Tahoe City Code requires public works projects to be awarded based on the lowest responsible bidder. The City desires to update its public works procurement code provisions to allow for prequalification of bidders and/or design-build delivery when appropriate and in the City's best interests on particular future projects.

Pre-qualification may be done either on a quarterly basis for all City public works projects, or for a particular project. For example, the City may want to consider pre-qualifying bidders for larger projects to increase the likelihood that serious and qualified bidders will submit a bid. Staff intends to use the standard pre-qualification forms issued by the Department of Industrial Relations (DIR), which include information such as contractor license and DIR public works contractor registration numbers, financial information, any prior bankruptcy, prior performance and payment bond information including whether a surety has been called to complete a project, bonding capacity for current project, Labor Code compliance history, criminal background, prior civil litigation and/or administrative penalties, occupational health and safety compliance, prevailing wage and apprenticeship compliance, and project references. Contractors are pre-qualified if they have a total score above a certain level on the questionnaire form. Contractors who are determined to be disqualified have a right to appeal that determination to the public works director before bids are submitted.

Design-build contracts combine professional design services and construction services into a single contract with the owner. There are potential benefits from using design-build delivery

instead of the traditional design-bid-build for certain projects. These benefits may include greater flexibility in contract award, as design-build contracts may be awarded on a best value basis instead of to the lowest responsible bidder. Design-build contracts allow for a single point of accountability to avoid finger-pointing between the designer and the constructor when there are issues during construction. Design-build projects may result in fewer change orders and faster project completion. Under the authorizing statute, general law cities may use design-build delivery for buildings and parks and recreation facilities with a contract value over $1 million, through the sunset date of the statute on January 1, 2025. The ordinance is drafted so that if the Legislature extends the sunset date, our ordinance will automatically extend the ability to use design-build procurement through the extended sunset date.

To use design-build procurement, the City is required by statute to develop guidelines for a "standard organizational conflict of interest policy," which has been incorporated into the proposed ordinance via the prohibition against any architectural firm, engineering firm, specialty consultant, or individual assisting in the development of plans, designs, performance standards, or the request for proposals from submitting a proposal as part of a design-build entity.

A two-step procurement process is required, with a prequalification process followed by a request for proposals issued to design-build entities who have prequalified.

Financial Implications:
There are no specific financial implications from adopting this Ordinance. It is possible that taking advantage of prequalification and/or design-build procurement may save money on specific projects in the future.

Environmental Considerations:
Adoption of the proposed Ordinance is not a project requiring environmental review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(2) because the Ordinance is general policy and procedure making related to the City's procurement of public works projects.

Policy Implications:
The proposed Ordinance would provide greater flexibility to tailor public works project procurement to meet the City's needs.

Ordinance 2023-XXX

Adopted by the City of South Lake Tahoe City Council

January 24, 2023

An Ordinance Amending South Lake Tahoe City Code Title 3, Chapter 3.45, Article II (Public Contracts and Uniform Public Construction Cost Accounting Act) to Authorize Prequalification and Design-Build Contracts

FINDINGS

A. State law authorizes general law cities to prequalify bidders for public works projects (Cal. Pub. Contract Code § 20101), and to use the design-build method of project delivery for certain types of public works projects, namely contracts to design and construct buildings and parks and recreation facilities over $1 million (Cal. Pub. Contract Code §§ 22160 *et seq.*).

B. The City desires to update its public works procurement code provisions to allow for prequalification of bidders and/or design-build delivery when appropriate and in the City's best interests on particular future projects.

Now, Therefore, the City Council of City of South Lake Tahoe does ordain as follows:

SECTION 1. South Lake Tahoe City Code Title 3, Chapter 3.45, Article II is hereby amended to read as follows:

Article II. Public Contracts and the Uniform Public Construction Cost Accounting Act

3.45.100 Requirements for public projects.
Awarding contracts for public projects shall be in accordance with the Uniform Public Construction Cost Accounting Act (the "Act") (Public Contract Code Section 22000 et seq. or any successor provision thereto) for all public projects except design-build projects under SLTCC 3.45.165 and those in which grant funds require alternate bidding procedures.

3.45.105 Prequalification.

A. The city may require each prospective bidder for a contract to submit a standardized questionnaire and financial statement in the form specified by the director of public works.

B. The city may establish a process for prequalifying prospective bidders on a quarterly basis, and a prequalification pursuant to this process shall be valid for one calendar

year following the date of initial prequalification. The director of public works is authorized to establish such a quarterly prequalification process.

C. A prospective bidder may appeal its prequalification rating for a contract to the director of public works in accordance with this subsection and procedures consistent with this section issued by the director of public works.

1. Upon request of the prospective bidder, the director of public works shall provide notification to the prospective bidder in writing of the basis for the prospective bidder's disqualification and any supporting evidence that has been received from others or adduced as a result of investigation by the city.

2. Prior to the closing time for receipt of bids, the prospective bidder shall provide to the director of public works in writing of any rebuttal evidence as to why the prospective bidder should be found qualified.

3. If the prospective bidder does not avail itself of this process, the proposed prequalification rating may be adopted without further proceedings.

3.45.110 Director of public works authority.

A. Public project contracts of $60,000 or less may be executed by the director of public works or his or her designee by force account, negotiated contract, or purchase order. This limit shall be automatically adjusted from time to time to reflect changes in the limits established by the state of California.

B. Public project contracts of $200,000 or less may be executed by the director of public works or his or her designee in accordance with the provisions of this article. This limit shall be automatically adjusted from time to time to reflect changes in the limits established by the state of California.

3.45.120 Formal competitive bidding.

Public projects of greater than $200,000 shall be bid in accordance with the procedures set forth in Public Contract Code Section 22037 et seq. This limit shall be automatically adjusted from time to time to reflect changes in the limits established by the state of California.

3.45.130 Informal bidding.

A. Monetary Limit. Public contracts of $200,000 or less may be let to contract by informal procedures as set forth in this section. This limit shall be automatically adjusted from time to time to reflect changes in the limits established by the state of California.

B. Contractors List. The city shall maintain a contractors list and contractors shall be selected to perform public projects in accordance with the provisions of Public Contract Code Section 22034.

C. Notice Inviting Informal Bids. Not less than 10 calendar days before bids are due, the city will mail notices inviting informal bids to all contractors on the contractors list and/or all trade journals specified in Public Contract Code Section 22034(b).

a. If there is no list of qualified contractors maintained by the city for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the California Uniform Construction Cost Accounting Commission.

b. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

c. The notice inviting informal bids shall include specifications that describe the public project with sufficient particularity to allow for competitive bidding and evaluation. The specifications shall also describe the functions and performance that are required.

3.45.140 Waiver of irregularities and rejection of bids.

A. At its discretion, the city may waive any irregularity in any bid received and award the contract.

B. At its discretion, the city may reject all bids presented and may readvertise the project.

C. At its discretion, the city may abandon the project.

3.45.150 Lowest responsible bidder.

Contracts for public projects shall be awarded to the lowest responsible bidder. If two or more bids are the same and the lowest, the city may accept the one it chooses. In determining the lowest responsible bidder, the following factors may be considered in addition to price:

A. The ability, capacity and skill of the bidder to perform the contract or provide the service required;

B. The character, integrity, reputation, judgment, experience, efficiency and performance demonstrated in previous contracts or services for the city;

C. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services;

D. The ability of the bidder to provide future maintenance for service for the public project.

3.45.160 Prohibition against splitting projects.

It shall be unlawful to split or separate any public project into smaller work orders or projects for the purpose of circumventing or evading the requirements of the Act.

3.45.165 Design-build contracts.

A. The purpose of this section is to authorize and provide guidelines for the award and use of design-build contracts, which means a public project procurement method in which both the design and construction of the project are procured from a single entity, in accordance with Public Contract Code Section 22160 et seq. This section shall be effective until January 1, 2025, unless the authorizing statute is extended, in which case this section shall be effective so long as Public Contract Code Section 22160 et seq. is in effect.

B. Design-build procurement may be used for public projects in excess of $1,000,000 consisting of the construction of a building or buildings and improvements directly

related thereto and park and recreational facilities, and may not be used for construction of other infrastructure including, but not limited to, streets and highways.

C. The city shall prepare and issue a request for qualifications to prequalify or short-list the design-build entities. The request for qualifications shall include an identification of basic scope and needs of the project, the expected cost range, the methodology that will be used to evaluate proposals, the procedure for final selection of the design-build entity, technical design and construction expertise, acceptable safety record, and all other non-price related factors. The city shall use a standard template request for statements of qualifications that shall require the information from design-build entities required by Public Contract Code Section 22164(b)(3).

D. The city shall issue a request for proposals to prequalified or short-listed design-build entities which sets forth the scope of the project that may include the size, type, and desired design character of the buildings and site and performance specifications. Performance specifications should describe the quality of materials, equipment, and workmanship, preliminary plans or building layouts, and other information deemed necessary to adequately describe the city's needs. The performance specifications and any plans shall be prepared by a design professional who is duly licensed and registered in California. The request for proposals shall also set forth the estimated price, methodology used to evaluate proposals, and whether the contract will be awarded on the basis of lowest responsible bidder or best value.

E. For design-build projects awarded on the basis of best value, proposals shall be evaluated on the basis of price, technical design and construction expertise, life-cycle costs over 15 or more years, and other factors within the city's discretion that are included in the request for proposals. The city may request proposal revisions and hold discussions and negotiations with responsive proposers in accordance with procedures set forth in the request for proposals.

F. Any architectural firm, engineering firm, specialty consultant, or individual retained by the city to assist in the development of plans, designs, performance standards, or the request for proposals shall not be eligible to submit a proposal as a design-build entity or join a design-build team.

G. The design-build entity shall provide payment and performance bonds for the project in the form and amount required by the city, and issued by a California-admitted surety. Final design plans shall be signed and sealed by a California-registered professional engineer or architect for the required disciplines. The design-build entity shall provide errors and omissions insurance for the design elements of the project.

H. The city may identify specific types of subcontractors that must be included in the statement of qualifications and proposal. All construction subcontractors identified in the proposal shall be afforded the protections of the Subletting and Subcontracting Fair

Practices Act, Public Contract Code Section 4100 et seq. Alternatively, if construction subcontractors are not identified in the proposal, the design-build entity shall specify the specific types of subcontractors and construction trades, and following award, for all construction subcontracts with a value exceeding one-half of 1 percent of the contract price allocated to construction work, the design-build entity shall provide public notice of availability of work to be subcontracted, including a fixed date and time on which qualification statements, bids, or proposals will be due, establish reasonable qualification criteria and standards, and award the subcontract on the basis of either best value or lowest responsible bidder.

3.45.170 Change orders.

The director of public works is delegated authority to approve, without seeking new bids, contract change orders to public projects up to the combined amounts authorized in this chapter so long as the combined amounts are within the approved project budget.

3.45.180 Emergencies.

In cases of emergency, when repair or replacements are necessary, the governing body may proceed to replace or repair any public facility by complying with Public Contract Code Section 22050.

SECTION 2. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 3. The City Council finds that adoption of the proposed Ordinance is not a project requiring environmental review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(2) because the Ordinance is general policy and procedure making related to the City's procurement of public works projects.

SECTION 4. The City Clerk is directed to certify this Ordinance and cause it to be published in the manner required by law.

SECTION 5. This Ordinance shall become effective thirty days after the date of its adoption.

Adopted by the City of South Lake Tahoe City Council on January 24, 2023 by the following vote:

Yes:
No:
Abstain:
Absent:

_____ Date:_____

Cristi Creegan, Mayor

Attest:

_____
Susan Blankenship, City Clerk

First Reading:
Published:
Second Reading:
Effective:

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

Article II. Public Contracts and the Uniform Public Construction Cost Accounting Act

3.45.100 Requirements for public projects.

Awarding contracts for public projects shall be in accordance with the Uniform Public Construction Cost Accounting Act (the "Act") (Public Contract Code Section 22000 et seq. or any successor provision thereto) for all public projects except design-build projects under SLTCC 3.45.165 and those in which grant funds require alternate bidding procedures.

3.45.105 Prequalification.

A. The city may require each prospective bidder for a contract to submit a standardized questionnaire and financial statement in the form specified by the director of public works.

B. The city may establish a process for prequalifying prospective bidders on a quarterly basis, and a prequalification pursuant to this process shall be valid for one calendar year following the date of initial prequalification. The director of public works is authorized to establish such a quarterly prequalification process.

C. A prospective bidder may appeal its prequalification rating for a contract to the director of public works in accordance with this subsection and procedures consistent with this section issued by the director of public works.

1. Upon request of the prospective bidder, the director of public works shall provide notification to the prospective bidder in writing of the basis for the prospective bidder's disqualification and any supporting evidence that has been received from others or adduced as a result of investigation by the city.

2. Prior to the closing time for receipt of bids, the prospective bidder shall provide to the director of public works in writing of any rebuttal evidence as to why the prospective bidder should be found qualified.

3. If the prospective bidder does not avail itself of this process, the proposed prequalification rating may be adopted without further proceedings.

3.45.110 Director of public works authority.

A. Public project contracts of $60,000 or less may be executed by the director of public works or his or her designee by force account, negotiated contract, or purchase order. This limit shall be automatically adjusted from time to time to reflect changes in the limits established by the state of California.

B. Public project contracts of $200,000 or less may be executed by the director of public works or his or her designee in accordance with the provisions of this article. This limit shall be automatically adjusted from time to time to reflect changes in the limits established by the state of California.

3.45.120 Formal competitive bidding.
Public projects of greater than $200,000 shall be bid in accordance with the procedures set forth in Public Contract Code Section 22037 et seq. This limit shall be automatically adjusted from time to time to reflect changes in the limits established by the state of California.

3.45.130 Informal bidding.
A. Monetary Limit. Public contracts of $200,000 or less may be let to contract by informal procedures as set forth in this section. This limit shall be automatically adjusted from time to time to reflect changes in the limits established by the state of California.

B. Contractors List. The city shall maintain a contractors list and contractors shall be selected to perform public projects in accordance with the provisions of Public Contract Code Section 22034.

C. Notice Inviting Informal Bids. Not less than 10 calendar days before bids are due, the city will mail notices inviting informal bids to all contractors on the contractors list and/or all trade journals specified in Public Contract Code Section 22034(b).

a. If there is no list of qualified contractors maintained by the city for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the California Uniform Construction Cost Accounting Commission.

b. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

c. The notice inviting informal bids shall include specifications that describe the public project with sufficient particularity to allow for competitive bidding and evaluation. The specifications shall also describe the functions and performance that are required.

3.45.140 Waiver of irregularities and rejection of bids.
A. At its discretion, the city may waive any irregularity in any bid received and award the contract.

B. At its discretion, the city may reject all bids presented and may readvertise the project.

C. At its discretion, the city may abandon the project.

3.45.150 Lowest responsible bidder.
Contracts for public projects shall be awarded to the lowest responsible bidder. If two or more bids are the same and the lowest, the city may accept the one it chooses. In determining the lowest responsible bidder, the following factors may be considered in addition to price:

A. The ability, capacity and skill of the bidder to perform the contract or provide the service required;

B. The character, integrity, reputation, judgment, experience, efficiency and performance demonstrated in previous contracts or services for the city;

C. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services;

D. The ability of the bidder to provide future maintenance for service for the public project.

3.45.160 Prohibition against splitting projects.
It shall be unlawful to split or separate any public project into smaller work orders or projects for the purpose of circumventing or evading the requirements of the Act.

3.45.165 Design-build contracts.

A. The purpose of this section is to authorize and provide guidelines for the award and use of design-build contracts, which means a public project procurement method in which both the design and construction of the project are procured from a single entity, in accordance with Public Contract Code Section 22160 et seq. This section shall be effective until January 1, 2025, unless the authorizing statute is extended, in which case this section shall be effective so long as Public Contract Code Section 22160 et seq. is in effect.

B. Design-build procurement may be used for public projects in excess of $1,000,000 consisting of the construction of a building or buildings and improvements directly related thereto and park and recreational facilities, and may not be used for construction of other infrastructure including, but not limited to, streets and highways.

C. The city shall prepare and issue a request for qualifications to prequalify or short-list the design-build entities. The request for qualifications shall include an identification of basic scope and needs of the project, the expected cost range, the methodology that will be used to evaluate proposals, the procedure for final selection of the design-build entity, technical design and construction expertise, acceptable safety record, and all other non-price related factors. The city shall use a standard template request for statements of qualifications that shall require the information from design-build entities required by Public Contract Code Section 22164(b)(3).

D. The city shall issue a request for proposals to prequalified or short-listed design-build entities which sets forth the scope of the project that may include the size, type, and desired design character of the buildings and site and performance specifications. Performance specifications should describe the quality of materials, equipment, and workmanship, preliminary plans or building layouts, and other information deemed necessary to adequately describe the city’s needs. The performance specifications and any plans shall be prepared by a design professional who is duly licensed and registered in California. The request for proposals shall also set forth the estimated price, methodology used to evaluate proposals, and whether the contract will be awarded on the basis of lowest responsible bidder or best value.

E. For design-build projects awarded on the basis of best value, proposals shall be evaluated on the basis of price, technical design and construction expertise, life-cycle costs over 15 or more years, and other factors within the city's discretion that are included in the request for proposals. The city may request proposal revisions and hold discussions and negotiations with responsive proposers in accordance with procedures set forth in the request for proposals.

F. Any architectural firm, engineering firm, specialty consultant, or individual retained by the city to assist in the development of plans, designs, performance standards, or the request for proposals shall not be eligible to submit a proposal as a design-build entity or join a design-build team.

G. The design-build entity shall provide payment and performance bonds for the project in the form and amount required by the city, and issued by a California-admitted surety. Final design plans shall be signed and sealed by a California-registered professional engineer or architect for the required disciplines. The design-build entity shall provide errors and omissions insurance for the design elements of the project.

H. The city may identify specific types of subcontractors that must be included in the statement of qualifications and proposal. All construction subcontractors identified in the proposal shall be afforded the protections of the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100 et seq. Alternatively, if construction subcontractors are not identified in the proposal, the design-build entity shall specify the specific types of subcontractors and construction trades, and following award, for all construction subcontracts with a value exceeding one-half of 1 percent of the contract price allocated to construction work, the design-build entity shall provide public notice of availability of work to be subcontracted, including a fixed date and time on which qualification statements, bids, or proposals will be due, establish reasonable qualification criteria and standards, and award the subcontract on the basis of either best value or lowest responsible bidder.

3.45.170 Change orders.

The director of public works is delegated authority to approve, without seeking new bids, contract change orders to public projects up to the combined amounts authorized in this chapter so long as the combined amounts are within the approved project budget.

3.45.180 Emergencies.

In cases of emergency, when repair or replacements are necessary, the governing body may proceed to replace or repair any public facility by complying with Public Contract Code Section 22050.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: January 10, 2023
Agenda Item #: 14

Agenda Item: Agenda Planning Calendar

Executive Summary: The Agenda Planning Calendar is a projection of items comming before City Counci, for consideration.

Requested Action / Suggested Motions: A Councilmember may request that an item be placed on a future agenda. Upon the support of one (1) additional Council Member, direction shall be given to the City Manager to calendar the item for a convenient future agenda, but no sooner than the second meeting after the request was made, and/or modify the Agenda Planning Calendar as desired.
Responsible Staff Member: Joseph Irvin, City Manager

Responsible Staff Member: Joseph Irvin, City Manager (530) 542-6043

Reviewed and Approved By:
Susan Blankenship, City Clerk

Attachments:

APC - 01 05 2023.pdf

2023 Agenda Planning Calendar (Updated 1 5 2023)

Department		Agenda Item	Agenda Section
Jan 24, 5:30 p.m.	**City Attny**	Wellness Contract for Public Safety	
		Liberty Franchise Agreement Ordinance (second reading)	
		City Code Update For Design/Build Contracts (second Reading)	Consent
	City Manager	Tesla EV Charging Station Contract	NB
		South Tahoe Zero Emissions District MOU	
		Micro Transit $150 K Contribution (existing services)	NB
		Liberty Utilities Critical Resource Center MOU	
	Dev Services	Event permitting guidelines	
	Finance	Transfer of Unclaimed Check Funds	Consent
	Pub Works	City Hall Lease	
Jan 31, 9 a.m.	**City Manager**	Strategic Planning Retreat	
Feb 14, 9 a.m.	**City Manager**	Comprehensive Energy Services Contract	NB
		Clean Mobility Options Grant	NB
	Dev Services	Housing Fund Revenue Feasibility Study	UB
	Pub Works	EDC License Agreement for Stormwater Basin	

2023 Agenda Planning Calendar (Updated 1 5 2023)

		RAISE Grant Application for Johnson Blvd. Complete Streets	Consent
Feb 28, 5:30 p.m.	**City Mngr**	Electric Vehicle Charging Contract	NB
		TRPA Commodity Appraisal	
	Dev Serv	3900/3908 Lake Tahoe Blvd DDA	
		City/CTC land exchange agreement	
	Finance	2022-2023 Master Fee Schedule	NB
		FY 22-23 Quarterly Financial Status Report QE 12/31/2022	Consent
		Investment Portfolio Report as of December 31, 2022	Consent
		Ski Run Business Improvement District Annual Assessment	NB
March 7, 9 a.m.		Joint City Council Planning Commission Ethics Training	
March 14, 9 a.m.	**City Mngr**	Approval of the 2023-2028 Strategic Plan	
	Dev Services	Bijou/Al Tahoe (Midtown) Area Plan consultant PSA	NB
	Finance	Mid-Year Budget	
March 28, 5:30 p.n	**City Clerk**	Protocol Update & Mayor 9 month rotation discussion	NB
	Dev Services	REACH Code options	UB
		General Plan Annual Report	NB

2023 Agenda Planning Calendar (Updated 1 5 2023)

	Finance	2022-2023 Master Fee Schedule	Consent
April 4, 5:30 p.m.	**Pub Works**	CTC Prop 1 Grant Funding	
	Dev Services	award permit tracking and public portal software PSA award	NB
	Finance	Ski Run Business Improvement District Annual Assessment	PH
May 2, 9 a.m.	**Finance**	City ACFR FYE 9/30/2022	Consent
May 16, 5:30 p.m.			
June 6, 9 a.m.			
June 20, 5:30 p.m.	**Dev Services**	TVAP Update	
		TCAP Update	
Unscheduled/Pending			
	City Attorney	Parking Garage License Agreement with Verizon	
	City Attny/PW	Amendments to Small Cell Policy	
	City Clerk	Records Management Policy (Updated)	
		Policy - Use of Personal Devices for City Business	
	City Manager	SW Gas Prestentation Renewable Energy Goals	
		Joint Council/TTD Board Mtg	

2023 Agenda Planning Calendar (Updated 1 5 2023)

	Customer satisfaction survey(s)
	SEED Solar Photovoltaic Project PPA
Dev Services	Amendment to PLHA Grant Use
	TCAP Amendment – Montreal
	Plan Area Statement Update for Tourist Accommodation Uses
	Plan Area Statement 111 amendment
	Single Room Occupancy Program Amendments
Finance	Software Purchase
Fire	Weed abatement/nusance Program - Defensable Space Policy
Parks & Rec	Parks Foundation MOU
	Bijou Golf Course "Rock the Lake" Event and Review
Public Works	Award Contract PD - Community Recource Center Renovations
	Broadband Master Plan Draft Recommendations
	Bijou Creek Park Project Update