



City of South Lake Tahoe

"making a positive difference now"

May 7, 2008

Ms. Laura Gill, Chief Administrative Officer
County of El Dorado
330 Fair Lane
Placerville, CA 95667

Dear Ms. Gill:

**Subject: Annual Public Hearing for Continued Snow Removal Equipment Purchase
Funded through the Existing County Service Area #3 Parcel Assessment**

In accordance with the Extension of the Joint Powers Agreement executed in January 1999 for the purpose of continuing the provision of snow removal services within County Service Area (CSA) #3, City staff is forwarding to you the enclosed items.

- 1) The original minute order for the public hearing held at the City Council's regular meeting of April 15, 2008;
- 2) A copy of the staff report for the public hearing; and,
- 3) A copy of the extension of the Joint Powers Agreement, executed in March 1999.

Since no opposition was voiced, it is the recommendation of the City Council of the City of South Lake Tahoe that the \$20.00 per-improved-parcel assessment, levied on CSA #3 parcels for the purpose of purchasing new snow removal equipment, be continued.

County of El Dorado staff member, Jan Just, produced a list of parcels within the City upon which the charge is to be levied.

Please do not hesitate to call if you have any questions (530.542.6034).

Sincerely,

Andra Burnam
Associate Management Analyst

Enclosures

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City of South Lake Tahoe

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MINUTE ORDER

**CITY OF SOUTH LAKE TAHOE
CITY COUNCIL
SOUTH TAHOE REDEVELOPMENT AGENCY (STRA)
SOUTH TAHOE JOINT POWERS FINANCING AUTHORITY (STJPFA)
SOUTH TAHOE JOINT POWERS PARKING AUTHORITY (STJPPA)
MEETING**

**Tuesday, April 15, 2008, 9:00 a.m.
City Council Chambers, 1901 Airport Rd.
South Lake Tahoe, California 96150**

BY THE ORDER OF THE CITY OF SOUTH LAKE TAHOE CITY COUNCIL:

8. PUBLIC HEARING:

(a) Annual Public Hearing for Continued Snow Removal Equipment Purchase Funded through the Existing County Service Area #3 Parcel Assessment

Public Works Associate Management Analyst, Andra Burnam presented to the Council and public her staff report dated March 26, 2008. She indicated that a Joint Powers Agreement (JPA) between the City and El Dorado County (EDC) was executed on September 20, 1989, and that an extension was executed by both parties in March 1999. Burnam explained that this agreement provided for the County to form a Zone of Benefit within County Service Area No. 3 (CSA #3) which allowed the County to levy and collect a charge of \$20 per improved parcel. She stated that those funds collected, less a 1% administrative cost fee, were then remitted to the City and earmarked specifically for the purchase of snow removal equipment. Burnam reported on the following:

- The City's snow removal purchases since the JPA's inception to date.
- That a listing of the improved parcels by APN number had been provided to the City Clerk for public review. *(A copy of said listing was received at the meeting and has been made a part of the agenda packet which is kept on file in the City Clerk's Department as permanent record.)*
- The Public Works proposed snow removal vehicle budget adopted by the City Council on October 3, 2006, detailing the intended snow removal equipment purchases and the financing of the equipment.

Burnam reported that the City, acting as the advisory board to CSA #3, was holding an annual public hearing regarding the levy and she stated that this presentation was fulfillment of the JPA's annual public hearing requirement. In conclusion, Burnam indicated that pursuant to the JPA agreement, the City would forward to the County its recommendations and the substance of the testimony, if any, for County review.

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**CITY OF SOUTH LAKE TAHOE
CITY COUNCIL
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8. PUBLIC HEARING – Item (a): (Continued)

Councilmember Crawford noted that funds were received on the improved parcels only and he queried whether the number of undeveloped parcels was known.

City Manager Jinkens stated that he would furnish the Council with that information *(Please note that that information was furnished to the Council on April 22, 2008 reporting 1,773 vacant parcels in the City limits).*

Mayor Weber remarked that it would be interesting to know whether snow was stored on those undeveloped parcels.

At 9:37 a.m., Mayor Weber asked if anyone in the audience wished to provide comment. No one appeared in order to be heard and Mayor Weber closed the public comment period at 9:38 a.m.

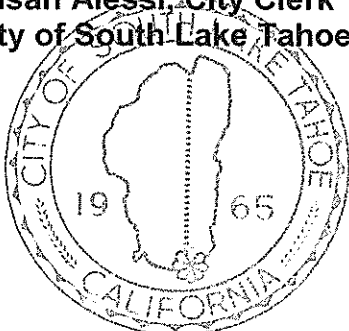
IT WAS MOVED BY COUNCILMEMBER LONG, SECONDED BY COUNCILMEMBER BIRDWELL AND UNANIMOUSLY CARRIED TO APPROVE THE RECOMMENDED ACTION.

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I, Susan Alessi, City Clerk for the City of South Lake Tahoe, do hereby certify that the above is a true and correct excerpt of the April 15, 2008 regular City Council/STRA/STJPFA/STJPPA meeting minutes which were approved by the City Council on May 6, 2008.

Dated: May 7, 2008.



Susan Alessi, City Clerk
City of South Lake Tahoe





City of South Lake Tahoe

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Staff Report City Council Meeting of April 15, 2008

Date: March 26, 2008

To: John Greenhut, Director of Public Works

From: Andra Burnam, Associate Management Analyst

Re: Annual Public Hearing for Continued Snow Removal Equipment Purchase Funded through the Existing County Service Area No. 3 Parcel Assessment; and Forward Recommendation and the Substance of the Testimony at the Hearing, if any, to the El Dorado County Board of Supervisors

Recommendation:

Hear staff report, receive public comment, receive City Council comments; and direct the City Clerk to forward comments and recommendations to the El Dorado County Board of Supervisors via Minute Order.

History and Discussion:

On September 20, 1989, a Joint Powers Agreement (JPA) between the City of South Lake Tahoe and El Dorado County was executed to allow the County to form a Zone of Benefit within County Service Area No. 3 (CSA 3), which lies entirely within the municipal boundaries of the City of South Lake Tahoe. The agreement allows the County to levy a charge of \$20.00 per improved parcel. The County remits all funds collected to the City, less one percent (1%) for administrative costs. These funds are dedicated to purchase new snow removal equipment for the City of South Lake Tahoe. Due to a ten-year sunset clause in the original JPA, an extension was executed by both parties in March 1999 and the agreement shall be continued in full force and may only be terminated upon 180 days written notice by either party. Upon receipt of such notice the City and County must meet and mutually agree to the termination of the agreement.

Since the inception of the JPA, the City has purchased fifteen (15) snow graders/plows; one (1) snow blower/loader combination; and two (2) snow blowers. Last year the City purchased three (3) new graders and one (1) new blower. The equipment is being financed and will be paid off in 2016; consequently, there will be no funding available for new equipment.

Pursuant to the JPA, the City acts as the advisory board to the County Service Area, and shall hold at least one public hearing annually regarding the levy. Following the public hearing, the City is required

to forward to the County its recommendations and the substance of the testimony, if any, for County review.

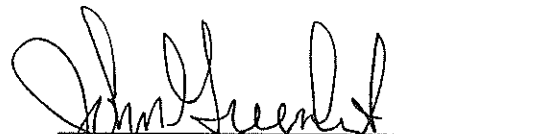
Financial Implications:

Last year, the City received \$220,299 from the County CSA 3 tax receipts from 11,196 improved parcels. This year there are 11,273 improved parcels and the County should collect \$225,415 in fees.

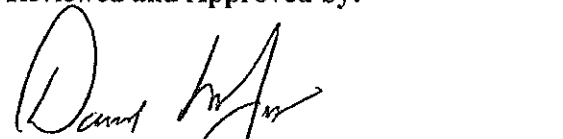
The City Council adopted a budget for snow-removal equipment on October 3, 2006. The Finance Department has secured financing under the City's Master Lease/Purchase Agreement with Banc of America Public Capital Corporation for \$1,702,800 at 4.15% interest to finance the equipment. Three (3) new graders/plows were purchased and operational for the 2007-08 winter season. Additionally, a new snow blower and dump truck were purchased and will be operating this winter season. The monies collected from CSA 3 will pay for the debt service of this lease/purchase through 2016; the annual debt service is approximately \$209,000 per year.

By:


Andra Burnam, Associate Management Analyst


John Greenhut, Director of Public Works

Reviewed and Approved by:


David Jinkens, City Manager

c: Jan Hust, El Dorado County Environmental Management Department
Jose Mercado, Fleet Manager
Scott Rogers, Street Superintendent
Christine Vuletich, Director of Finance
Debbie McIntyre, Accounting Manager
Nancy Dawson, Purchasing Manager

EXTENSION OF JOINT POWERS AGREEMENT BETWEEN THE
COUNTY OF EL DORADO AND THE CITY OF SOUTH LAKE TAHOE
FOR THE PURPOSE OF CONTINUING THE PROVISION OF SNOW REMOVAL
SERVICES WITHIN THAT PORTION OF COUNTY SERVICE AREA NUMBER 3
WHICH LIES WITHIN THE MUNICIPAL BOUNDARIES
OF THE CITY OF SOUTH LAKE TAHOE

THIS AGREEMENT is entered into this 19th day of
January _____, 1999, by and between the City of South Lake
Tahoe, hereinafter "City" and the County of El Dorado,
hereinafter "County".

R E C I T A L S

WHEREAS, pursuant to California Government Code Section
25210 et seq., the Board of Supervisors of County has duly
adopted a resolution forming a Zone of Benefit within County
Service Area No. 3 for purposes of providing expanded snow
removal service for the benefit of the portion of said County
Service Area which lies within the municipal boundaries of the
City of South Lake Tahoe; and

WHEREAS, pursuant to the authority granted by Government
Code Section 6500 et seq., on September 20, 1989, City and
County entered into an agreement setting forth the
responsibilities of the parties with respect to administering
the benefit zone in accordance with applicable California law;
and

WHEREAS, said agreement set forth a ten year term from and
after the date of execution and the parties hereto wish to renew
their agreement to continue the existing assessment as a funding
mechanism for the lease/purchase of snow removal equipment under
the same terms and conditions to which the parties have been
previously bound; and

WHEREAS, both City and County have duly adopted resolutions
which provide for the lawful extension of expanded snow removal
services through continuation of the existing County Service
Area 3 assessment, pursuant to the terms of the original
assessment;

CENTRAL RECORDS
FILE No.: 1047
C-5-99

NOW, THEREFORE, for and in consideration of the mutual promises exchanged herein, it is mutually agreed as follows:

1. County shall, as long as this agreement is in effect, levy a charge of \$20.00 per improved parcel, for purposes of funding lease/purchase of snow removal equipment to be utilized in that area of CSA 3 which is within the municipal boundaries of the City.

In the event an increase or expansion of the assessment is subsequently approved in accordance with the provisions of Proposition 218, the County shall increase its annual levy accordingly.

Such charges shall be levied in the manner prescribed by law, but in any event, shall be considered and approved on or before June 30 of each year during which this agreement is in effect.

2. City shall act as the advisory board to the County Service Area, and shall hold at least one public hearing annually regarding the levy. City shall give to the County its recommendation and the substance of the testimony at the hearing, if any, in sufficient time prior to any hearing by County to allow for County review of the recommendation and any other pertinent information.

3. City shall provide to County on or before June 1 of each year during which this agreement is in effect, the list of parcels within the City upon which a charge is to be levied in a form satisfactory to the County.

4. This agreement shall continue in full force and effect until such time as it may be terminated by either party in accordance with Section 6 hereof.

5. County shall remit to City, under procedures mutually acceptable to the City and the County, all funds collected by County for purposes as stated herein less one percent (1%) for administrative costs, after receipt and apportionment of taxes by the County Auditor/Controller in the normal course of County tax collection operations.

Using such funds, City shall solicit competitive bids pursuant to applicable state law, and lease/purchase snow removal equipment for ownership by City. City shall be solely and exclusively responsible for all aspects of equipment

purchase, operation, and maintenance, and it is expressly recognized that County shall have no responsibility or liability of any type for such activities.

All lease/purchase agreements entered into by City shall specifically provide that the lease/purchase agreement shall be terminated without recourse to County in the event that the CSA funding contemplated by this agreement is not appropriated by County in any given year.

6. Either party may terminate this agreement upon one hundred eighty days (180) written notice which indicates that the County does not intend to continue to levy and appropriate necessary funds, or that City intends to terminate purchasing equipment under this agreement. Upon receipt of such notice, City and County shall convene a joint meeting of the City Council and Board of Supervisors to review the reasons for such termination and determine if other mutually acceptable alternatives exist. In considering such alternatives, any continuing lease/purchase obligations of the City shall be taken into account.

7. City agrees to, and shall defend, indemnify and hold the County, its elective and appointive boards, officers, agents, and employees, harmless from any liability for damage or claims for damage, for personal injury of any type, as well as from claims for property damage of any type, which may arise or are alleged to have arisen, from any of City's or County's operations, actions or activities under this agreement.

City shall, if authorized to do so under its Public Agency Risk Sharing Agency of California (PARSAC) contract for insurance coverage, name the County as an additional or co-insured, under such insurance. Notwithstanding any such insurance, or the amount thereof, the duty of City to indemnify County shall exist and continue.

8. This agreement is intended to, and does, contain the entire agreement of the parties regarding this matter and is intended to, and does, supersede all previous written and oral communication regarding this matter.

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Executed at El Dorado County, California on the day and date written above.

COUNTY OF EL DORADO

By *[Signature]*
Chairman, Board of Supervisors
3-9-99

ATTEST:

DIXIE FOOTE,
Clerk to the Board of Supervisors

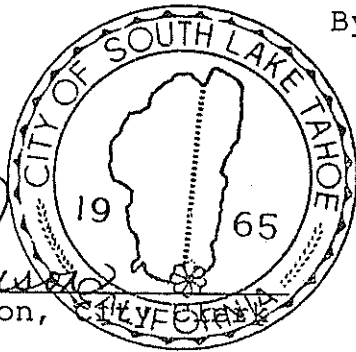
By *Margaret E. Moody*
Deputy Clerk
3-9-99

CITY OF SOUTH LAKE TAHOE

By *Judy Brown*
Mayor

ATTEST:

Angela Peterson
Angela Peterson,



APPROVED AS TO FORM:

Catherine L. DiCamillo
Catherine L. DiCamillo
City Attorney