# City of South Lake Tahoe
# City Council
## Meeting Agenda
## Tuesday, September 22, 2026 at 5:30 pm
## City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

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**Mayor Pro-Tem Roberts will be participating remotely via teleconference from the following location: Oaxaca, Mexico, 16 degrees 7'59.29" North 95 degrees 15'51.65" West, a location accessible to the public.**

**City Council**
Cody Bass, Mayor
Keith Roberts, Mayor Pro Tem
Scott Robbins, Councilmember
David Jinkens, Councilmember
Heather Horgan, Councilmember

**Mission of the City Council**
We provide responsive and effective local government by maintaining a safe, livable, and well-managed city through smart investment, reliable services, and thoughtful planning.

**Public Participation**
City Council meetings are held in person at the time and location listed on this agenda. 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:

**Remote Public Participation:** If you would like to participate remotely, please join the ZOOM meeting by using this link: https://us02web.zoom.us/j/82205188294. If you would like to make a comment, wait for the agenda item to begin, then press the "raise hand" button. Meetings are also live-streamed (for viewing only) on Channel 21, the City website at www.cityofslt.us, and YouTube at https://www.youtube.com/channel/UC3LYne8Ih-kTPLnnuyJW9SQ/live

***Note: The Mayor reserves the right to conduct the meeting with in-person public participation only, if there is a technology malfunction that precludes the use of remote public participation.***

**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)].

**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.

**Land Acknowledgement**

Land Acknowledgement - The City of South Lake Tahoe acknowledges the lands we occupy today are the lands and home of the Waší̌šiw, the people from here known today as the Washoe Tribe of Nevada and California, a sovereign nation. Since the beginning of time and for thousands of years before the arrival of any other people, the Washoe lived here and cared for this place, with values and intention that we can all learn from. On behalf of the City Council, I would like to acknowledge, thank, and honor the Indigenous Washoe Tribal Communities that are the past, present, and future stewards of the Lake Tahoe Basin.

**Call to Order/Pledge of Allegiance**

**Roll Call**

**Closed Session Report**

**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 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 per item and six (6) minutes total per speaker.
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.

**1.** City Council Meeting Minutes

Requested Action / Suggested Motions: Pass a Motion approving the minutes from the of September 8, 2026, Regular City Council meeting.
Responsible Staff Member(s): Michelle Davis, Assistant City Clerk, and Susan Blankenship, City Clerk
Item 1- Executive Summary.pdf
09 08 2026 City Council Meeting Minutes.pdf

**2.** Fiscal Year 2025-2026 Quarterly Financial Status Report - Quarter Ending June 2026
Requested Action / Suggested Motions: Receive and file.
Responsible Staff Member(s): Andrew Black, Financial Services Manager
Item 2- Executive Summary.pdf
01-Staff Report - FY 2025-26 Quarterly Budget.docx
02-FY 2025-2026 Qtrly Budget Report June 2026.pdf

**3.** Investment Portfolio Report - June 30, 2026
Requested Action / Suggested Motions: Receive and file.
Responsible Staff Member(s): Olga Tikhomirova, Director of Finance
Item 3- Executive Summary.pdf
01-Staff Report Investment Report as of June 2026.pdf
02-Operations Cash June 2026.pdf
03-Fiscal Agent June 2026.pdf
04-Graph June 2026.pdf
05-Cash June 2026.pdf
06-Monthly Investment Transaction Summaries April to June 2026.pdf

**4.** Agreement for Collection Services with Cedars Business Services, LLC
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a Professional Services Agreement with Cedars Business Services, LLC for Collection Services, with no guaranteed minimum compensation or expenditure by the City, and with compensation limited to 18% of amounts actually collected and retained on referred accounts for standard collection efforts and 34% for litigation or other legal proceedings specifically authorized by the City.
Responsible Staff Member(s): Olga Tikhomirova, Director of Finance Andrew Black, Financial Services Manager
Item 4- Executive Summary.pdf
01-Staff_Report_CollectionServicesPSA.docx
02-PSA_CedarsBusinessServices.pdf

**5.**
Agreement and Donation from Public Health Institute for the CivicSpark Program for 2026 – 2027, 11-month term

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a Professional Services Agreement with the Public Health Institute for $37,500 and an in-kind donation of $25,000 for an 11-month fellowship for the CivicSpark Program.
Responsible Staff Member(s): Sara Letton, Sustainability Coordinator and Hilary Roverud, City Manager
Item 5- Executive Summary.pdf
01-Staff Report - Civic Spark Fellow.docx
02 - Civic Spark PSA City.docx
03 - Donation_Approval_Form_2026.docx

**6.** Amendment No. 3 to Agreement with Trella Tahoe, Inc. for Snow Removal Operations
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute Amendment No. 3 to Agreement with Trella Tahoe, Inc. for snow removal services at the

Airport, Fire Department, Police Department, Fire Rescue Facility, Library, New Recreational Center and sidewalks not maintained by City Park forces, plus on-call service as needed for a term of November 1, 2026 to April 30, 2027 in an amount not to exceed $463,959.00.
CEQA Determination: The action is categorically exempt from review under CEQA Guidelines section 15301 (Existing Facilities).
Responsible Staff Member(s): Milan Jevic, Acting Airport Manager and Mohammad Qureshi, Public Works Director
Item 6- Executive Summary.pdf
01-Staff_Report-Amendment_3_to_Agreement_with_Trella_Tahoe.docx
02-Amendment_No_3_to_PSA_with_Trella_Tahoe.docx
03-C-180-2023_Trella_Tahoe_-_signed.pdf
04-C-230-2024 Trella Tahoe Amendment 1.pdf
05-C-211-2025 Trella Tahoe Amendment 2.pdf

**7.** Amendment No. 3 to Agreement with Building Services of CA and NV, LLC, for Custodial Services for Bellamy Garage and City Hall/Airport Terminal
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute Amendment No. 3 to Agreement with Building Services of CA and NV, LLC (dba Sunwest), for Custodial Services for Bellamy Garage and City Hall/Airport Terminal, extending the Agreement for one year for an amount not to exceed $115,820.00, including $5,000.00 contingency.
Responsible Staff Member(s): Milan Jevic, Acting Airport Manager and Ricky Riddle, Facility Manager
Item 7- Executive Summary.pdf
01-Staff_Report-Amendment_No._3_to_Agreement_for_Custodial_Services.docx
C-212-2025 Building Services of CA Amendment 2.pdf
C-224-2023_Custodial_Services_Agreement_for_Bellamy_Garage_and_City_Hall.pdf
02-Amendment No. 3 to PSA with Sunwest.docx

**Regular-Unfinished Business**

**8.** Waiver of First Reading and Introduction of Ordinance Amending Chapter 4.60 of the South Lake Tahoe City Code (Nuisances Consisting of Abandoned or Substantially Damaged Nondwelling Structures) to Expressly Authorize Daily Citations and Establish a Process for Referral of Uncorrected Nuisance Conditions to the City Attorney for Evaluation of Further Enforcement Action
Requested Action / Suggested Motions: Pass a Motion to waive first reading, and introduce by title only an Ordinance amending Chapter 4.60 of the South Lake Tahoe City Code (Nuisances Consisting of Abandoned or Substantially Damaged Nondwelling Structures) to expressly authorize daily citations and establish a process for referral of uncorrected nuisance conditions to the City Attorney for evaluation of further enforcement action, and refer second reading and adoption to the October 6, 2026 meeting.
Responsible Staff Member(s): Dan Bardzell, Assistant City Attorney
Item 8- Executive Summary.pdf
01-Staff Report-Abandoned Property Ordinance
02-Ordinance SLTCC Chapter 4.60 Amendment
03-SLTCC Chapter 4.60 (REDLINE)

**Regular-New Business**

**9.** Consider Approval of Lease Agreement with the Tahoe Basin Senior Citizens Center, Inc. to operate the Senior Center for a three-year term.
Requested Action / Suggested Motions: Pass a Motion authorizing the City to enter into a lease agreement with The Tahoe Basin Senior Citizens Center, Inc. to operate the Senior Center for a three-year term and authorize the City Manager to insert an exclusive use date once the City is updated by the County of moving County programming to the Rec Center.

Responsible Staff Member(s): John Stark, Director of Parks & Recreation
Item 9- Executive Summary.pdf
01-Staff Report - Senior Center
02-Lease Agreement South Lake Tahoe Senior Center

**10.** Appointment of a Parks and Recreation Commissioner to Fill an Unexpired Term
Requested Action / Suggested Motions: Review applications and either: 1) Pass a Motion appointing an applicant to fill an unexpired term on the Parks and Recreation Commission ending in February 2028; or 2) direct the City Clerk to continue to solicit applications if no appointment is made.
Responsible Staff Member(s): Michelle Davis, Assistant City Clerk
Item 10- Executive Summary.pdf
01- Staff Report- Appointment of a Parks and Recreation Commissioner to Fill an Unexpired Term.docx
02- Cade-Bauer Application.pdf

**11.** Selection of League of California Cities Annual Conference Voting Delegate and Alternate
Requested Action / Suggested Motions: (1) Pass a Motion selecting a Voting Delegate for the League of California Cities Annual Conference General Assembly (Anaheim, CA, September 23-25) and (2) Pass a Motion Selecting an Alternate (if any)
Responsible Staff Member(s): Susan Blankenship, City Clerk
Item 11- Executive Summary.pdf
01-Staff Report-League Conference Voting Delegate.docx
02-2026 Voting Delegate Packet
03-2026 Resolution Packet-One Item

**Agenda Planning Calendar**

**12.** Agenda Planning Calendar
Requested Action / Suggested Motions: Identify, with consent of at least two Council Members, any desired future agenda items, and/or modify the Agenda Planning Calendar as desired.
Responsible Staff Member(s): Susan Blankenship, City Clerk and Hilary Roverud, City Manager
Item 12- Executive Summary.pdf
APC 09 15 2026.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, September 22, 2026, City Council agenda was posted and available for review on Wednesday, September 16, 2026, 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 September 16, 2026
\\sb\\ Susan Blankenship, Elected City Clerk

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, City Manager



**Meeting Date:** September 22, 2026

**Agenda Item #:** 1

**Agenda Item:** City Council Meeting Minutes

**Executive Summary:** City Council are asked to formally approve the meeting minutes of September 22, 2026, Regular City Council meeting.

**Requested Action / Suggested Motions:** Pass a Motion approving the minutes from the of September 8, 2026, Regular City Council meeting.

**Responsible Staff Member:** Michelle Davis, Assistant City Clerk, and Susan Blankenship, City Clerk

**Reviewed and Approved By:** Susan Blankenship, City Clerk

**Attachments:**

09 08 2026 City Council Meeting Minutes.pdf

# City of South Lake Tahoe
# City Council
## Meeting Minutes
## Tuesday, September 8, 2026 at 9:00 am
## City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

*NOTE: The Meeting Minutes represent actions taken during the meeting of the City Council. Complete Council member discussions on Regular Session meeting items can be viewed in archived video recordings on the City's website at http://www.cityofslt.us Public submittals on items are retained in the administrative record and can be viewed in the City Clerk's repository at http://www.cityofslt.us*

**Land Acknowledgement**
Mayor Pro Tem Roberts read the Land Acknowledgement.

**Call to Order/Pledge of Allegiance**
Mayor Pro Tem Roberts called the meeting to order at 9:08 a.m.

**Roll Call**
Present were Mayor Pro Tem Roberts, and Councilmembers Robbins, Jinkens, and Horgan
Mayor Bass was present over Zoom for just cause provision of the Brown Act related to illness of a family member and noted no one over the age of 18 was present.

Also present were City Clerk Blankenship, Interim City Attorney Rudin, and City Manager Roverud.

**Closed Session Report**
**Special Closed Session meeting of September 8, 2026**

1. **Public Employment Appointment - Government Code section 54957(b) Title: City Attorney**
   **Action:** No reportable action.

**Proclamations**

1. **Proclamation Recognizing September 2026, as "Suicide Prevention and Recovery Month"**
   **Action:** Issued a Proclamation to Angie Reagan of Access Tahoe & Peace Love Tahoe, Trudi Morgan of Seniors Inc, John Messina, Allison Hibbarb of Mountain High Recovery Center, Dina Ramaha of Conscious Mind Therapy Institute recognizing September 2026, as "Suicide Prevention and Recovery Month".

2. **Proclamation Recognizing September 17-23, as "Constitution Week"**
   **Action:** Issued a Proclamation to Tanya Barnes of the Lake Tahoe Chapter of the Daughters of the American Revolution, recognizing September 17-23 as "Constitution Week."

**Presentations**

3. **Presentation 9/11 Commemoration - Lake Tahoe Chapter of the Daughters of the American Revolution**
   **Action:** Received and filed.

**Public Communications**

**General public comment was heard from the following people:**

1. Diane Imbach, Daughters of the American Revolution- Constitution Week display in the library, September 11 honor at the American Legion
2. Melissa Soderton- Wildlife signage, independent scientist review of glyphosate study
3. Ed Mosur-E-bikes safety concerns in the community
4. Scott Loberg- Mission of the City Council, The Hangar concerts volume level, City's plastic use at El Dorado Beach

**City Commission Reports**

Stacey Ballard, Arts, Culture & Tourism Commission, Chair- Provided verbal report.

**Consent Agenda**

**Note:** Mayor Bass recused himself from voting on Item 7 due to business in the industry. This item was pulled from the Consent Agenda for the vote.

**Note:** Councilmember Robbins pulled Item 6 from the Consent Agenda, and requested this Item be presented before Item 18.

**Action:** Moved/Seconded: Jinkens/Robbins

**Yes:** Bass, Roberts, Robbins, Jinkens, Horgan

**Action:** Passed the Consent Agenda, excluding Items 7 and 18.

**4. City Council Meeting Minutes**

**Action:** Passed **Motion 2026-118** approving the minutes from the of August 25, 2026, City Council Budget Workshop meeting.

**5. Adoption of Fiscal Year 2026-2027 Investment Policy and Authority**

**Action:** Passed **Resolution 2026-075** delegating investment authority to the City Treasurer and adopting the City Investment Policy for the fiscal year from October 1, 2026 to September 30, 2027.

**Public Comment was heard from the following person:**

1. Melissa Soderston

**6. Quarterly Housing Update**

**Action:** Received and filed.

**Note:** This item was pulled from the Consent Agenda and heard prior to Item 18. No action was taken.

**7. Community Benefit and Enhancement Grant Guidelines and Cannabis Business and Professions Tax (formerly, Cannabis Community Benefit Fee) Revenue Allocation Policy Update**

**Note: Mayor Bass recused himself from voting on this item due to business in the industry**

**Action:** Moved/Seconded: Horgan/Jinkens

**Yes:** Roberts, Robbins, Jinkens, Horgan

**Absent (Recused):** Bass

**Action:** 1) Passed **Motion 2026-119** adopting the Community Benefit and Enhancement Grant Guidelines and directing staff to deploy the grant program this fall with the intention to bring recommended awards to City Council by early December or before; and 2) Passed **Resolution 2026-076** approving and adopting the updated and retitled Cannabis Business and Professions Tax Revenue Allocation Policy, as presented, and transferring $28,000 of cannabis revenue to the Arts, Culture, and Tourism Commission's Community Grant Program for Fiscal Year 2026-2027.

**Public Comment was heard from the following people:**

1. Melissa Soderston
2. John Messina
3. Allison Hibbarb, Tahoe Mountain High Recovery
4. Scott Loberg

8. **NorCal Small Business Development Center's Authorization to Apply to NorCal Small Business Development Center's RFP for hosting a Small Business Development Center 'Neighborhood Branch' office at City Facilities**
**Action:** Passed **Motion 2026-120** authorizing the City Manager to submit a proposal in response to NorCal Small Business Development Center's RFP for hosting a 'Neighborhood Branch' office at City Facilities in an amount up to $35,000 and accepting an in-kind donation for business advisory services valued at up to $35,000.
**Public Comment was heard from the following person**:
1. Ed Mosur
2. Melissa Soderston

9. **Parks & Recreation Commission Policy Recommendations for Local Youth Nonprofit Fees & User Prioritization Policy**
**Action:** Passed **Resolution 2026-077** amending the adopted Schedule of Master Fees to include a 40% discount for local youth serving nonprofits for facility rentals at the Multigenerational Recreation & Aquatics Center.
**Public Comment was heard from the following people:**
1. Ed Mosur
2. Astrid Mallein
3. JJ Mallein

**Note:** Councilmember Robbins requested the Parks and Recreation Department review their User Prioritization Policy before either the Mid-Year Budget or the Master Fee Schedule Update (Horgan seconded).

10. **Sale of Surplus Vehicles, Equipment, and Miscellaneous Small Tools**
**Action:** Passed **Motion 2026-121** designating 3 vehicles, 3 pieces of equipment, and miscellaneous small tools for surplus and subsequent disposal following the City's policy on disposition of surplus property.

11. **Award of Construction Contract for the Upper Truckee River Bridge Scour Protection Contract for $522,980.00 to Meyers Earthwork, Inc. and Approve Amendment No.1 to Eastern Sierra Engineering PSA (C-221-2025) for $23,500 and Authorize Total Funding Transfer of $373,730.69 from Various Accounts to Upper Truckee River Bridge Scour Protection Account 301-60088-48030**
**Action:** 1) Passed **Resolution 2026-078** authorizing and directing the Director of Finance to transfer $373,730.69 from various accounts to the Upper Truckee River Bridge Account, and 2) Passed **Motion 2026-122** finding the Upper Truckee River Bridge Scour Protection Project to be exempt from the California Environmental Quality Act pursuant to CEQA Guidelines section 15301, and authorizing and directing the Mayor to execute an Agreement with Meyers Earthwork, Inc. **(C-236-2026)** for the Upper Truckee River Scour Protection Project for a not to exceed amount of $522,980.00, and authorizing Director of Public Works to use contingency up to a cumulative amount of $106,520. 3) Passed **Motion 2026-123** authorizing and directing the Mayor to execute Amendment No. 1 to Professional Services Agreement **(C-238-2026)** with Eastern Sierra Engineering (C-221-2025) for $23,500.

12. **Acceptance of FAA Grant and Caltrans AIP Grants in the amount not to exceed $561,749.00.00 for Airport Runway 18/36 Pavement Maintenance and Award of Contract for Airport Pavement Maintenance to American Road Maintenance, Inc. in Amount of $433,140.00**
**Action:** 1) Pass a **Resolution 2026-079** authorizing the Airport Manager to Accept FY 2026 Federal Aviation Administration Airport Improvement Program (AIP) Grant (3-06-0249-053-2026) **(C-243-2026)** in the amount of $535,000, upon award accept FY 2026 Caltrans AIP Matching Grant for Lake Tahoe Airport in the amount of $26,749, and to authorize the Finance Director to appropriate additional project funding for the Runway 18/36 Pavement Preservation Project; and 2) Passed **Motion 2026-124** authorizing and directing the Mayor to execute an agreement with American Road Maintenance, Inc. **(C-237-2026)** for Airport Pavement Rehab for a total not to

exceed amount of $433,140.00.

13. **Waive Second Reading and Adopt Ordinance Approving Award of Franchise Agreement to Lukins Brothers Water Company, Waive Second Reading and Adopt Ordinance Approving Award of Franchise Agreement to Tahoe Water Company**
**Action:** Waived Second Reading and Passed **Ordinance 2026-1207** to award a Franchise Agreement **(C-40-2026)** to Lukins Brothers Water Company and Passed **Ordinance 2026-1208** to award a Franchise Agreement **(C-241-2026)** to Tahoe Keys Water Company.

**Public Hearing**

14. **Special Event and Vacation Home Rental Inspection Fee Update**
**Action:** Moved/Seconded: Robbins/Horgan
**Yes:** Bass, Roberts, Robbins, Jinkens, Horgan
**Action:** Passed **Resolution 2026-080** amending the City Master Fee Schedule for Vacation Home Rental Inspection, as indicated, and setting the Minor Special Event Permit to $250.
**Public Comment was heard from the following person:**
1. Scott Loberg

15. **Mid-Town Area/Specific Plan and Initial Study/Negative Declaration**
**Note: Mayor bass recused himself on this item due to real property interest and left the meeting.**
**Action:** Moved/Seconded: Horgan/Robbins
**Yes:** Roberts, Robbins, Horgan
**No:** Jinkens
**Absent (Recused):** Bass
**Action:** 1) Passed **Resolution 2026-081** adopting the Mid-Town Area/Specific Plan Initial Study/Negative Declaration; and, 2) Passed **Resolution 2026-083** adopting the Mid-Town Area/Specific Plan.
**Public Comment was heard from the following people:**
1. Scott Loberg
2. Ed Mosur
3. Katherine Burges *provided written comment
4. Melissa Soderston
5. Kim DeYoung
6. Steve Teshara

**Regular-Unfinished Business**

16. **Approval of Resolution Authorizing Exchange and Bargain Sale Agreement and Joint Escrow Instructions with the California Tahoe Conservancy, to exchange 180.5 acres of City-owned property adjacent to Trout Creek and Cold Creek and on Link Road (APNs 025-061-037, 025-081-013, 025-091-012, 080-010-013, 080020-008, 031-030-020, and 031-030-039) for 7.1 acres of Conservancy-owned property near El Dorado Beach, various City water quality projects, Al Tahoe Pioneer Cemetery, Lake Tahoe Airport, and Tahoe Island Drive (APNs 027-010-016, -024, and - 029, 027-073-005, 027-074-006, 027-112013, -014, -015, -016, -017, and -024, 027-134-022, 027-053-014, 031-173-002, and -004, 026-065016, 032-090-013, and 023-686-016).**
**Action:** Moved/Seconded: Robbins/Horgan
**Yes:** Bass, Roberts, Robbins, Jinkens, Horgan
**Action:** Passed **Resolution 2026-082** authorizing exchange and bargain sale agreement and joint escrow instructions **(C-242-2026)** with the California Tahoe Conservancy, to exchange 180.5 acres of City-owned property adjacent to Trout Creek and Cold Creek and on Link Road (APNs 025-061-037, 025-081-013, 025-091-012, 080-010-013, 080020-008, 031-030-020, and 031-030-039) for 7.1 acres of Conservancy-owned property near El Dorado Beach, various City water quality projects, Al Tahoe Pioneer Cemetery, Lake Tahoe Airport, and Tahoe Island Drive (APNs 027-010-016, -024, and -029, 027-073-005, 027-074-006, 027-112013, -014, -015, -016, -017, and -024, 027-134-022, 027-053-014, 031-173-002, and -004, 026-065016, 032-090-013,

and 023-686-016), and including direction to staff to investigate adding the carwash connector bike trail spur and the chimney parcel beach access trail to the City's CIP list.

**Public Comment was heard from the following people:**

1. Scott Loberg
2. Melissa Soderston

**Written public comment was received from the following people:**

1. Petra Kelley
2. Kim & Adam DeYoung and Gary Elrod

**Regular-New Business**

**17. Request for Interest - Re-Use of Former Recreation and Swim Complex**

**Action:** Moved/Seconded: Robbins/Horgan

**Yes:** Bass, Roberts, Robbins, Jinkens, Horgan

**Action:** Passed **Motion 2026-125** directing staff to 1. Add the demolition of the former Recreation and Swim Complex to the Capital Improvement Program project list for FY2026-27 at an estimated cost of $2.1 million; and 2. Enter into discussions with El Dorado County, TRPA and the South Lake Tahoe Boys and Girls Club about possible new construction of an indoor athletic complex on the 56-acre parcel site; and direction to staff to undertake with all due expediency shoring up the site against break-ins and unlawful habitation.

**The following person addressed the Council:**

Jude Wood, CEO, Boys & Girls Club

**Public Comment was heard from the following people:**

1. Ed Mosur
2. Melissa Soderston
3. Al Martinez
4. Astrid Mallein
5. JJ Mallein

**18. Discussion and Direction on General Plan 2027 - 2035 Housing Element Update**

**Action:** Moved/Seconded: Robbins/Horgan

**Yes:** Bass, Roberts, Robbins, Jinkens, Horgan

**Action:** Passed **Motion 2026-126** directing staff to submit the draft 2027-2035 Housing Element to the California Department of Housing and Community Development for review.

**The following person addressed the Council:**

1. Cynthia Walsh, Placeworks

**Agenda Planning Calendar**

**19. Agenda Planning Calendar**

**Action:** Received and filed.

City Manager Roverud noted that a potential special meeting may be scheduled mid-October for the glyphosate item. The Ice Arena item will be moved to November 3, and the Inclusionary Housing Ordinance has been moved to pending.

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

**City Clerk Blankenship**

**1.** Soliciting applications to fill a vacancy on the Parks and Recreation Commission

**City Manager Roverud**

1. Upcoming Multicultural Celebration Event

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

**Councilmember Jinkens**

1. Attended Park Avenue Development Project Plaza Maintenance Association Meeting
2. Attended 1-year celebration for Cascade Kitchens

**Councilmember Robbins**

1. Attended Tahoe Regional Planning Agency meeting on glyphosate, as a member of the public

**Mayor Pro Tem Roberts**

1. Requested an item banning ebike use once repairs are made to existing bike paths for safety and City liability (Jinkens seconded)
2. Request for decibel sound level review for special event permits (Horgan seconded).

**Closed Session**

**20. Conference with Legal Counsel – Anticipated Litigation, Initiation of Litigation under Gov. Code section 54956.9(d)(4) (one case).**

**Closed Session Report**

**Yes:** Bass, Roberts, Robbins, Horgan
**Absent:** Jinkens
**Action:** The City Council authorized the initiation of litigation against Pierce Manufacturing Inc, Boise Mobile Equipment Inc, and Rev Group and related corporate parties arising out of the City's purchase of a fire apparatus and related equipment. The City will be represented by Renne Public Law Group, Baron Bud, and Simon Sussman.

**Adjournment**

Mayor Pro Tem Roberts adjourned the meeting at 5:23 p.m.

Approved by:

_____ Date:_____
Cody Bass, Mayor

Attest:_____ Date:_____
Susan Blankenship, City Clerk

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, City Manager



**Meeting Date:** September 22, 2026

**Agenda Item #:**2

**Agenda Item:** Fiscal Year 2025-2026 Quarterly Financial Status Report - Quarter Ending June 2026

**Executive Summary:** In accordance with the City's Financial Policies, the Finance Department submits periodic reports to the City Council to provide assurance of budget compliance and for informational and comparative purposes. Attachment 2, â€œFY 2025-2026 Quarterly Budget and Financial Status Report for Period Ending June 30, 2026â€ summarizes operating revenues and expenditures (unaudited figures) for the General Fund and Measure S Sales Tax Fund and provides an analysis of significant budget variances.

**Requested Action / Suggested Motions:** Receive and file.

**Responsible Staff Member:** Andrew Black, Financial Services Manager

**Reviewed and Approved By:** Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Sergio Rudin, Interim City Attorney

**Attachments:**

01-Staff Report - FY 2025-26 Quarterly Budget.docx
02-FY 2025-2026 Qtrly Budget Report June 2026.pdf

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

## Meeting Date: September 22, 2026

**Title:** Fiscal Year 2025-2026 Quarter End Financial Status Report as of June 2026

**Location:** Citywide

**Responsible Staff Member:** Olga Tikhomirova, Director of Finance and Andrew Black, Financial Services Manager

**Background:** The Finance Department submits quarterly reports to City Council to provide assurance of budget compliance and for informational and comparative purposes throughout the year. Attachment 2, "FY *2025-2026 Quarterly Budget and Financial Status Report for Period Ending June 30, 2026"* is an unaudited snapshot of year-to-date actual revenues and expenditures for the General Fund for that period.

**Issue and Discussion:** At the end of June 2026 with 75% of the year complete, primary General Fund revenues were at 63.7% of the amended budget, while expenditures were at 59.7% of appropriations. All departmental expenditures were below the 75.0% threshold allocated to the first three quarters of the fiscal year. Measure S Sales Tax revenue, accounted for in a separate general fund, amounted to approximately 50.5% of the amended budget, while the scheduled transfers used up 34.6% of the total expenditures budget. See Attachment 2 for further analysis.

**Financial Implications:** As of June 30, 2026, or after the first nine months of the fiscal year, actual General Fund revenues exceeded expenditures by $251K. Compared with the same period in the prior fiscal year, overall revenues increased by approximately 8.4%, or $3.5 million. This increase was driven by strong performance in several revenue categories, including Property Tax, Transient Occupancy Tax (TOT), Recreation revenues, and Franchise Fees, as well as higher Transfers In from other funds . These gains were partially offset by declines in other revenue categories, notably interest income, which decreased by $512K.

Over the same period, total General Fund expenditures increased by 6.8%, or $2.9 million. Miscellaneous General Fund expenditures increased by approximately $1.5 million, primarily due to higher Transfers Out to other funds, partially offset by a reduction in Contributions/Sponsorships. Departmental expenditures increased by approximately $1.4 million, including a $753K increase in Parks in Recreation expenditures associated with the opening of the new Recreation and Aquatic Center.

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

**Policy Implications:** Consistent with City's Financial Policies.

# CITY OF SOUTH LAKE TAHOE
# FY 2025-2026 QUARTERLY FINANCIAL REPORT
# 3RD QUARTER ENDING JUNE 30, 2026

This report provides an overview of the City's financial position for the primary General Fund and the Measure S Sales Tax general fund for Fiscal Year 2025-2026 (FY 2026). It summarizes revenues by type and expenditures by department or program, comparing actual revenues received and expenditures incurred through June 2026 to the total budget.

## Primary General Fund Financial Condition

As of June 30, with 75% of the year complete, General Fund revenues were at 63.7% of projections, and expenditures were at 59.7% of appropriations. Revenue growth outpaced expenditure growth, resulting in actual primary General Fund revenues exceeding expenditures by approximately $251K through the first three quarters of the fiscal year.

**Revenues.** The top three revenues, Property Tax, City Transient Occupancy Tax (TOT), and Sales Tax including Measure Q, generated 53.9% of the total $44.8 million General Fund revenues collected through June 30. Overall revenues, including Transfers In, were $3.5 million higher than during the same period in FY 2025.

| Revenues by Type | Total Budget as of June 30 | Actuals through June 30 | As % of Budget |
|---|---|---|---|
| Property Tax | $ 12,680,000 | $ 12,291,233 | 96.9% |
| Transient Occupancy Tax - City | 11,847,563 | 5,611,377 | 47.4% |
| Transient Occupancy Tax - Project Area | 8,000,000 | 4,544,544 | 56.8% |
| Sales Tax | 7,737,140 | 4,107,360 | 53.1% |
| Measure Q | 4,191,000 | 2,128,878 | 50.8% |
| Motor Vehicle License Fees (MVLF) | 3,271,000 | 3,211,639 | 98.2% |
| Franchise Fees | 2,300,000 | 1,625,794 | 70.7% |
| Business License Tax | 2,278,930 | 1,379,640 | 60.5% |
| Finance - Other Revenues | 3,025,405 | 2,020,613 | 66.8% |
| General Government | 281,953 | 71,896 | 25.5% |
| Police | 2,933,914 | 1,791,289 | 61.1% |
| Fire | 4,477,305 | 739,646 | 16.5% |
| Public Works | 720,935 | 436,413 | 60.5% |
| Development Services | 2,729,456 | 2,382,567 | 87.3% |
| Parks and Recreation | 2,392,522 | 1,346,610 | 56.3% |
| Transfers In | 1,430,085 | 1,054,171 | 73.7% |
| Miscellaneous General Fund | 44,820 | 42,762 | 95.4% |
| **REVENUES TOTAL** | **$ 70,342,028** | **$ 44,786,432** | **63.7%** |

Property Tax and Motor Vehicle License Fees (MVLF) received through June 30, 2026, reflect two major installments for the current year. Their strong performance compared to the same period last year (with an increase of 7.6% and 3.3%, respectively) has resulted in these revenues nearing their annual budget allocations.

Transient Occupancy Tax (TOT), including TOT from the Project area, increased by 1.9%, or $192K, compared with the same period last year. Combined Sales Tax and Measure Q revenues increased by 4.7%, or $278K, year over year.

The largest year-over-year variance occurred in the Transfers In category, which increased by $938K, primarily due to the return of funding previously allocated for the Recreation Center Phase 2 construction. Parks and Recreation revenues increased by $740K, reflecting higher revenue collection associated with the opening of the new Recreation and Aquatics Center. These increases were partially offset by a decrease in interest revenue of approximately $512K.

**Expenditures.** Total actual expenditures through June 30th were $44.5 million. Of this amount, approximately $25.7 million, or 57.8%, was allocated to personnel expenses, covering 19 payroll periods, which represents 73.1% of the total payroll periods for the year. Of the remaining 42.2%, or approximately $18.8 million, $10.9 million was attributed to transfers out, $3.1 million to professional, technical, and other contract services, $1.5 million to miscellaneous general expense including taxes and fees, travel and training, communications etc., $1.1 million to purchases of tools, parts, software, machinery and equipment, and the remaining $2.2 million to utilities, general supplies, and other miscellaneous expense.

| Expenditures by Department | Total Budget as of June 30 | Actuals through June 30 | As % of Budget |
|---|---|---|---|
| General Government | $ 7,523,878 | $ 3,026,457 | 40.2% |
| Finance | 3,844,350 | 2,683,464 | 69.8% |
| Miscellaneous General Fund | 17,460,332 | 12,220,392 | 70.0% |
| Police | 16,825,025 | 9,570,212 | 56.9% |
| Fire | 13,236,560 | 7,442,120 | 56.2% |
| Public Works | 6,283,033 | 4,270,177 | 68.0% |
| Development Services | 2,600,261 | 1,296,227 | 49.8% |
| Parks and Recreation | 6,844,220 | 4,026,092 | 58.8% |
| **EXPENDITURES TOTAL** | **$ 74,617,659** | **$ 44,535,141** | **59.7%** |

Overall expenditures increased by 6.8%, or $2.9 million, compared to the same period in the prior fiscal year. Of this increase, Transfers Out rose by approximately $1.9 million over the prior year. Key drivers included increased transfers of $720K to the Housing Fund to support staffing dedicated to City housing initiatives, $1.1 million to the Health Insurance Fund for a medical insurance special assessment, $488K for debt service, $300K for long-term capital replacement, and $205K for the Boat Patrol program.

Personnel costs increased by approximately $550K, driven by Cost of Living Adjustments (COLA) and Year 3 equity increases for eligible classifications, as outlined in the Memoranda of Understanding (MOUs) for the City's six bargaining units and the Compensation and Benefits package for unrepresented employees. The remaining increase in Departmental expenditures is attributable to city-wide increases in technical/professional services, utilities, and software costs.

All departments have maintained expenditures below the 75% threshold allocated to the first three quarters of the fiscal year. As the year progresses, recognition of remaining budgeted expenditures such as additional Transfers Out, insurance premiums, and annual payment of CalPERS Unfunded Accrued Liability will impact the percentage of actual expenditures to the total budget.

## Measure S Sales Tax General Fund

Measure S, a 1% city-wide sales and use tax, went into effect on April 1, 2021 and is projected to generate $8.4 million for FY 2026.

| Measure S Sales Tax | Total Budget as of June 30 | Actuals through June 30 | As % of Budget |
|---|---|---|---|
| **REVENUES** | | | |
| Measure S Sales Tax | $ 8,382,000 | $ 4,234,082 | 50.5% |
| Interest/Dividends Revenue | 46,000 | 37,221 | 80.9% |
| Transfer in from CIP | 1,000,000 | 1,000,000 | 100.0% |
| **REVENUES TOTAL** | **$ 9,428,000** | **$ 5,271,303** | **55.9%** |
| **EXPENDITURES and FINANCING USES** | | | |
| Technical Services | 10,000 | - | 0.0% |
| Transfer out to/for: | | | |
| Cape Seal (Road Maintenance) | 1,000,000 | - | 0.0% |
| Fire Battalion Chief position (50%) | 198,500 | - | 0.0% |
| Police Lieutenant position | 326,050 | - | 0.0% |
| Road Reconstruction | 2,500,000 | - | 0.0% |
| Seven (7) Firefighters | 1,315,720 | 127,720 | 9.7% |
| Sidewalk Snow Removal | 132,635 | 132,635 | 100.0% |
| Snow Removal Equip - Debt Service | 778,934 | 778,934 | 100.0% |
| Snow Removal Operations | 700,000 | 700,000 | 100.0% |
| Streets - In house repair | 1,023,798 | 1,023,798 | 100.0% |
| **EXPENDITURES TOTAL** | **$ 7,985,637** | **$ 2,763,087** | **34.6%** |

**Revenues.** As of June 30, 2026, the City has received approximately $4.2 million in Measure S sales tax revenue. In addition, $1.0 million in Recreation Center project funds were returned to the Measure S Sales Tax Fund as part of the mid-year budget adjustments.

**Expenditures.** In the FY 2026 budget, City Council allocated $8.0 million in Measure S funds to various projects and programs, including $4.5 million for road rehabilitation, maintenance, and in-house street repair.

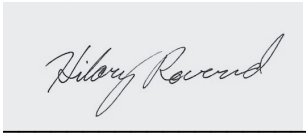
Several Safety positions remain budgeted to be fully or partially funded by Measure S, including seven firefighter positions previously funded by the SAFER grant, one Police Lieutenant position, and 50% of the Fire Battalion Chief position. Other uses include transfers out for debt service on snow removal equipment purchases, sidewalk snow removal, and expanded snow removal operations on public streets.

As of June 30, a total of $2.8 million has been transferred out to support these Measure S designated projects and programs.

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, City Manager



**Meeting Date:** September 22, 2026

**Agenda Item #:**3

**Agenda Item:** Investment Portfolio Report - June 30, 2026

**Executive Summary:** In accordance with the City of South Lake Tahoe Financial Policies and applicable State law, the quarterly investment report and monthly investment transaction summaries are submitted to the City Council for review. As of June 30, 2026, the City's total cash and investment balances across all funds were approximately $126.5 million.

**Requested Action / Suggested Motions:** Receive and file.

**Responsible Staff Member:** Olga Tikhomirova, Director of Finance

**Reviewed and Approved By:** Susan Blankenship, City Clerk Sergio Rudin, Interim City Attorney

**Attachments:**

01-Staff Report Investment Report as of June 2026.pdf
02-Operations Cash June 2026.pdf
03-Fiscal Agent June 2026.pdf
04-Graph June 2026.pdf
05-Cash June 2026.pdf
06-Monthly Investment Transaction Summaries April to June 2026.pdf

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

**Meeting Date:** September 22, 2026

**Title:** Investment Portfolio Report as of June 30, 2026

**Location:** Citywide

**Responsible Staff Member:** Olga Tikhomirova, Director of Finance

**Background:** In accordance with the City of South Lake Tahoe Financial Policies and California State law, a quarterly investment report shall be submitted to the members of the City Council.

**Issue and Discussion:** The attached report for the period ending June 30, 2026, describes the investment types, issuers, maturity dates, par values, and current market values. Total cash for operations and cash held by fiscal agents is $126,535,192. In accordance with California Government Code Section 53607, monthly investment transaction summaries for the quarter are included as Attachment 06.

Cash available for operations is $117,730,346. This includes Cash in Bank of $11,407,518 with the remaining amount in various investments diversified in accordance with the City's adopted Investment Policy. The total portfolio yield is 3.78%. Based on this report, the City of South Lake Tahoe will be able to meet projected operating expenditures for the next six months.

Cash held by fiscal agents for debt service is $8,804,846. These investments comprise reserves and other accounts held in trust for debt service, lease financing, and capital debt-finance projects.

| Fund Type | Total Cash Balance | Operations Balance | Fiscal Agent Balance |
|---|---|---|---|
| Trust and Agency | $12,808,956 | $6,337,821 | $6,471,135 |
| Special Revenue | 33,367,460 | 33,367,460 | - |
| General Fund | 35,363,829 | 35,363,829 | - |
| Internal Service | 11,277,914 | 11,277,914 | - |
| Debt Service | 6,524,390 | 4,190,679 | 2,333,711 |
| Enterprise | 4,359,241 | 4,359,241 | - |
| CIP | 22,833,402 | 22,833,402 | - |
| **Grand Total** | **$126,535,192** | **$117,730,346** | **$8,804,846** |

The attached documents include standard investment terms defined below:

- Current yield: The annual income (interest or dividends) generated by an investment divided by its current market price.
- Weighted par: Weighting the price of each bond by the total price of the entire portfolio.
- Weighted yield: The current yield multiplied by the weighted par, provides the yield of the bonds in the portfolio.

**Financial Implications:** None.

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

**Policy Implications:** Consistent with City's Financial Policies.

**City Treasurer's Review Statement:** I, David Olivo, Treasurer of the City of South Lake Tahoe, hereby acknowledge that I have reviewed the Quarterly Investment Report for the period ending June 30, 2026, prepared by the Finance Director. Based on my review, the report accurately reflects the investment activities and holdings of the City in accordance with the City's Investment Policy and applicable laws.

Reviewed and acknowledged on: Sep 9, 2026

Signature: David W Olivo
David W Olivo (Sep 9, 2026 07:11:55 PDT)

David Olivo
City Treasurer
(530)307-8972
dolivo@cityofslt.gov

# 01-Staff Report Investment Report as of June 2026

Final Audit Report 2026-09-09

| | |
|---|---|
| Created: | 2026-09-09 |
| By: | Olga Tikhomirova (otikhomirova@cityofslt.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAaQ0zVS9yppfvnky4IAt96XuLUDnXRdYm |

## "01-Staff Report Investment Report as of June 2026" History

Document created by Olga Tikhomirova (otikhomirova@cityofslt.gov)
2026-09-09 - 1:26:08 AM GMT

Document emailed to dolivo@cityofslt.gov for signature
2026-09-09 - 1:26:39 AM GMT

Email viewed by dolivo@cityofslt.gov
2026-09-09 - 2:09:33 PM GMT

Signer dolivo@cityofslt.gov entered name at signing as David W Olivo
2026-09-09 - 2:11:53 PM GMT

Document e-signed by David W Olivo (dolivo@cityofslt.gov)
Signature Date: 2026-09-09 - 2:11:55 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Agreement completed.
2026-09-09 - 2:11:55 PM GMT

# CITY OF SOUTH LAKE TAHOE
# OPERATIONS CASH INVESTMENT PORTFOLIO REPORT
# AS OF JUNE 30, 2026

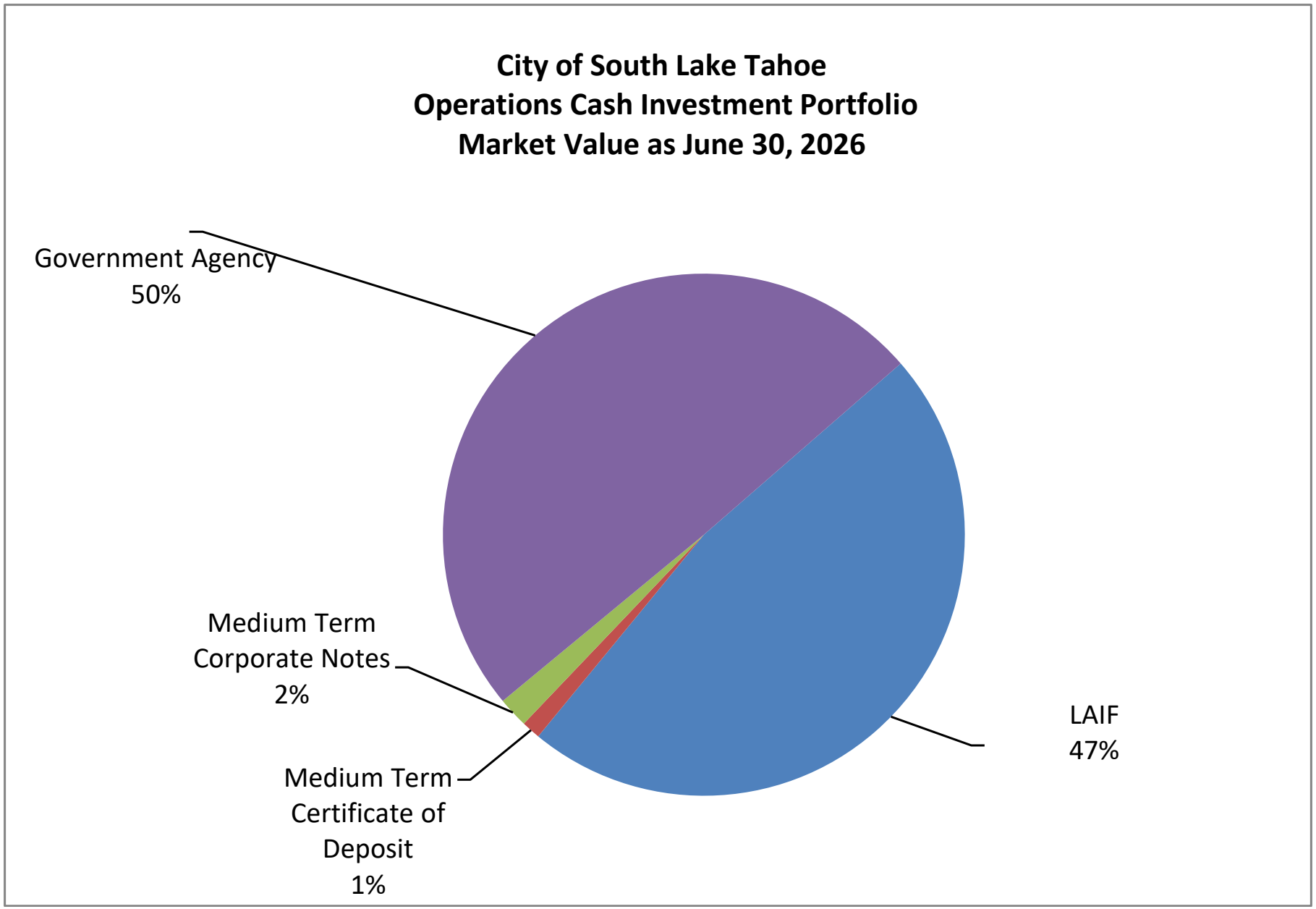
| INVESTMENT TYPE | ISSUER | PAR VALUE | MARKET VALUE | CURRENT YIELD | WEIGHTED PAR | WEIGHTED YIELD | MATURITY DATE |
|---|---|---|---|---|---|---|---|
| Local Agency Investment Fund | State Treasurer | $ 50,166,578 | $ 50,110,009 | 3.816% | 42.6% | 1.6% | N/A |
| Federal Farm Credit Banks | US Government Agency | $ 1,000,000 | $ 988,786 | 1.500% | 0.8% | 0.0% | 12/14/2026 |
| Federal Home Loan Banks | US Government Agency | $ 1,000,000 | $ 992,171 | 3.000% | 0.8% | 0.0% | 3/29/2027 |
| Federal Home Loan Banks | US Government Agency | $ 5,000,000 | $ 4,997,606 | 4.450% | 4.2% | 0.2% | 7/16/2029 |
| Federal Home Loan Banks | US Government Agency | $ 5,000,000 | $ 4,967,038 | 4.500% | 4.2% | 0.2% | 8/14/2030 |
| Federal Home Loan Banks | US Government Agency | $ 3,000,000 | $ 2,973,390 | 4.050% | 2.5% | 0.1% | 9/30/2030 |
| Federal Farm Credit Banks | US Government Agency | $ 2,000,000 | $ 1,983,198 | 4.070% | 1.7% | 0.1% | 9/30/2030 |
| Fed. National Mtg Association | US Government Agency | $ 3,000,000 | $ 2,959,524 | 4.070% | 2.5% | 0.1% | 12/4/2030 |
| Federal Home Loan Banks | US Government Agency | $ 3,000,000 | $ 2,967,907 | 4.050% | 2.5% | 0.1% | 12/4/2030 |
| Fed. National Mtg Association | US Government Agency | $ 2,000,000 | $ 1,972,978 | 4.000% | 1.7% | 0.1% | 12/16/2030 |
| Fed. National Mtg Association | US Government Agency | $ 3,000,000 | $ 2,950,965 | 4.050% | 2.5% | 0.1% | 1/15/2031 |
| Fed. Home Loan Mtg Corp | US Government Agency | $ 4,000,000 | $ 3,957,638 | 4.150% | 3.4% | 0.1% | 1/28/2031 |
| Fed. Home Loan Mtg Corp | US Government Agency | $ 3,000,000 | $ 2,999,513 | 4.550% | 2.5% | 0.1% | 3/28/2031 |
| Federal Home Loan Banks | US Government Agency | $ 1,900,000 | $ 1,878,236 | 4.000% | 1.6% | 0.1% | 4/2/2031 |
| Federal Home Loan Banks | US Government Agency | $ 3,000,000 | $ 2,962,457 | 4.000% | 2.5% | 0.1% | 4/23/2031 |
| Fed. National Mtg Association | US Government Agency | $ 2,000,000 | $ 1,981,515 | 4.150% | 1.7% | 0.1% | 5/1/2031 |
| Fed. National Mtg Association | US Government Agency | $ 2,000,000 | $ 1,990,050 | 4.250% | 1.7% | 0.1% | 5/15/2031 |
| Federal Home Loan Banks | US Government Agency | $ 2,000,000 | $ 1,998,033 | 4.250% | 1.7% | 0.1% | 6/4/2031 |
| Fed. National Mtg Association | US Government Agency | $ 2,000,000 | $ 1,996,788 | 4.375% | 1.7% | 0.1% | 6/5/2031 |
| Federal Home Loan Banks | US Government Agency | $ 3,000,000 | $ 2,997,262 | 4.750% | 2.5% | 0.1% | 6/10/2031 |
| Federal Home Loan Banks | US Government Agency | $ 2,000,000 | $ 1,997,017 | 4.330% | 1.7% | 0.1% | 6/25/2031 |
| Certificate of Deposit | State Bank of India | $ 250,000 | $ 248,165 | 3.300% | 0.2% | 0.0% | 6/1/2027 |
| Certificate of Deposit | Goldman Sachs Bank | $ 250,000 | $ 247,926 | 4.100% | 0.2% | 0.0% | 4/8/2030 |
| Certificate of Deposit | Wells Fargo Bank N.A. | $ 250,000 | $ 248,308 | 4.000% | 0.2% | 0.0% | 4/9/2029 |
| Certificate of Deposit | Morgan Stanley Bank N.A. | $ 250,000 | $ 248,094 | 4.150% | 0.2% | 0.0% | 4/8/2031 |
| Certificate of Deposit | Morgan Stanley Bank N.A. | $ 250,000 | $ 248,094 | 4.150% | 0.2% | 0.0% | 4/8/2031 |
| Corporate Note | Goldman Sachs Bank USA | $ 1,000,000 | $ 1,000,410 | 5.000% | 0.8% | 0.0% | 6/24/2031 |
| Corporate Note | Goldman Sachs Bank USA | $ 1,000,000 | $ 1,000,410 | 5.000% | 0.8% | 0.0% | 6/24/2031 |
| Cash in Bank General & Sweep | | $ 11,407,518 | $ 11,407,518 | 0% - 3.5185% | 9.69% | 0.1% | N/A |
| Petty Cash | | $ 6,250 | | N/A | 0.01% | 0.0% | N/A |
| TOTAL | | $ 117,730,346 | $ 117,271,003 | | | **3.78%** | **(Total Portfolio Yield)** |

The Investment porfolio at June 30, 2026 is in compliance with the Investment Policy of the City of South Lake Tahoe. The City of South Lake Tahoe will be able to meet its projected expenditure requirements for the next six months. Valuation is based upon the State Treasurer's Office LAIF quarterly apportionment rates and US Bank Safekeeping.

## CITY OF SOUTH LAKE TAHOE INVESTMENT REPORT
## CASH AND INVESTMENTS HELD WITH FISCAL AGENTS
## AS OF JUNE 30, 2026

| BOND ISSUE ACCOUNT | INVESTMENT TYPE | ISSUER | COST VALUE | MARKET VALUE | CURRENT YIELD | MATURITY DATE |
|---|---|---|---|---|---|---|
| **So Tahoe JPFA Lease Rev Bonds 2023 A** | | | | | | |
| Project Fund | Dreyfus Gov Sec CM Inst 227 / U.S. Treasury Bill | Dreyfus | 1,919,478 | 1,919,478 | 3.49% | N/A |
| Principal | Dreyfud Gov Sec MC Inst 227 | Dreyfus | - | - | 0.00% | N/A |
| Lease Revenue Fund | Dreyfus Gov Sec CM Inst 227 | Dreyfus | 5,765 | 5,765 | 3.49% | N/A |
| Interest | Dreyfud Gov Sec MC Inst 227 | Dreyfus | - | - | 0.00% | N/A |
| Cost of Issuance Account | Dreyfus Gov Sec CM Inst 227 | Dreyfus | 31 | 31 | 3.48% | N/A |
| **So Tahoe JPFA Ref Rev Bonds 2014 A, 2015 A, 2017 A** | | | | | | |
| Revenue Fund | Blackrock Treasury Trust | Bank of New York Mellon | 666 | 667 | 3.56% | N/A |
| Interest | Blackrock Treasury Trust | Bank of New York Mellon | 7,231 | 7,231 | 3.56% | N/A |
| Principal | Blackrock Treasury Trust | Bank of New York Mellon | 7,336 | 7,336 | 3.56% | N/A |
| Surplus | Blackrock Treasury Trust | Bank of New York Mellon | 11,429 | 11,429 | 3.56% | N/A |
| **So Tahoe JPFA (RPA 1) Reserve** | Blackrock Treasury Trust | Bank of New York Mellon | 5,783,762 | 5,783,762 | 3.56% | N/A |
| **Successor Agency to the So Tahoe RDA, CFD 2001-1, Refdg Series 2015** | | | | | | |
| Special Tax | Blackrock Treasury Trust | Bank of New York Mellon | 102 | 102 | 3.56% | N/A |
| Interest | Blackrock Treasury Trust | Bank of New York Mellon | 14,325 | 14,325 | 3.56% | N/A |
| Principal | Blackrock Treasury Trust | Bank of New York Mellon | 926 | 926 | 3.56% | N/A |
| Reserve | Blackrock Treasury Trust | Bank of New York Mellon | 643,714 | 643,714 | 3.56% | N/A |
| Surplus | Blackrock Treasury Trust | Bank of New York Mellon | 1,641 | 1,641 | 3.56% | N/A |
| **City of South Lake Tahoe 2014 Pension Obligation Bonds** | | | | | | |
| Interest | Blackrock Treasury Trust | Bank of New York Mellon | 1,073 | 1,073 | 3.56% | N/A |
| Principal | Blackrock Treasury Trust | Bank of New York Mellon | 583 | 583 | 3.56% | N/A |
| **City of So Lake Tahoe 2012 COPS, Road Improvmt.** | | | | | | |
| Lease Payment Fund | First American Govt Obligation Fund/Money Mkt | US Bank | 16,840 | 16,840 | 3.10% | N/A |
| Reserve Account | First American Govt Obligation Fund/Money Mkt | US Bank | 389,941 | 389,941 | 3.10% | N/A |
| | TOTAL | | 8,804,845 | 8,804,846 | | |

Valuation is based upon the valuations contained in the monthly statements provided by the trust departments of the fiscal agents.


City of South Lake Tahoe
Operations Cash Investment Portfolio
Market Value as June 30, 2026
Government Agency
50%
Medium Term
Corporate Notes
2%
Medium Term
Certificate of
Deposit
1%
LAIF
47%

**CITY OF SOUTH LAKE TAHOE**
**CASH REPORT**
**JUNE 30, 2026**

| FUND # | FUND NAME | OPERATIONS CASH BALANCE | FISCAL AGENT CASH BALANCE | TOTAL CASH BALANCE | SUBTOTAL BY CATEGORY OPERATIONS | SUBTOTAL BY CATEGORY FISCAL AGENT | TOTAL CASH BALANCE |
|---|---|---|---|---|---|---|---|
| 100 | General Fund | 32,388,875.44 | | $32,388,875.44 | | | |
| 102 | Measure S - Sales Tax | 2,974,953.80 | | $2,974,953.80 | $35,363,829 | $0 | $35,363,829 |
| 201 | Gas Tax 2105 | 1,951,535.02 | | $1,951,535.02 | | | |
| 207 | Snow Removal | 1,082,247.85 | | $1,082,247.85 | | | |
| 208 | Snow Removal - Equipment Replac | 2,334,515.54 | | $2,334,515.54 | | | |
| 210 | Vehicle Replacement | 453,940.55 | | $453,940.55 | | | |
| 211 | Police Vehicle Replacement | (62,849.04) | | ($62,849.04) | | | |
| 213 | Fire Vehicle Replacement | 215,546.78 | | $215,546.78 | | | |
| 215 | Disaster Relief/Prep | (247,899.48) | | ($247,899.48) | | | |
| 216 | Transit Center | 49,831.55 | | $49,831.55 | | | |
| 217 | Arts Program | 40,159.70 | | $40,159.70 | | | |
| 218 | VHR Program | 581,749.21 | | $581,749.21 | | | |
| 220 | Parks and Recreation | 11,453,066.18 | | $11,453,066.18 | | | |
| 221 | Ice Arena | (79,091.95) | | ($79,091.95) | | | |
| 222 | Fire Safety Sales Tax | (129,719.79) | | ($129,719.79) | | | |
| 223 | Cannabis Program | 1,151,460.39 | | $1,151,460.39 | | | |
| 224 | PEG Programming | 382,313.75 | | $382,313.75 | | | |
| 229 | DUI/Traffic Safety Grant | (2,273.33) | | ($2,273.33) | | | |
| 231 | AB3229 COPS | 550,838.00 | | $550,838.00 | | | |
| 232 | Safety Sales Tax | 318,580.91 | | $318,580.91 | | | |
| 233 | Forfeiture - State Fund | 42,932.08 | | $42,932.08 | | | |
| 235 | Forfeiture - Justice Fund | 68,689.70 | | $68,689.70 | | | |
| 236 | EMS - JPA | 79,463.63 | | $79,463.63 | | | |
| 237 | Boat Patrol - Grant | 145,124.98 | | $145,124.98 | | | |
| 238 | Domestic Violence (DVRT) Grant | 42,022.62 | | $42,022.62 | | | |
| 240 | Solid Waste AB939 | 33,338.91 | | $33,338.91 | | | |
| 241 | Clean Community | 56,839.70 | | $56,839.70 | | | |
| 242 | Vehicle Abatement | 136,094.95 | | $136,094.95 | | | |
| 243 | Nuisance Abatement | 227,621.23 | | $227,621.23 | | | |
| 244 | Solid Waste JPA | 1,108,895.16 | | $1,108,895.16 | | | |
| 245 | Storm Water Mgmt/Sweeping | 236,659.39 | | $236,659.39 | | | |
| 250 | Hsng&ED - Work Force Housing | 1,297,405.30 | | $1,297,405.30 | | | |
| 251 | Hsng & Ed - Home | 1,568,180.74 | | $1,568,180.74 | | | |
| 252 | Hsng & Ed - CDBG | 130,141.12 | | $130,141.12 | | | |
| 253 | Hsng & Ed - Administration | 486,679.05 | | $486,679.05 | | | |
| 255 | CDBG Program Income Loans | 164,425.92 | | $164,425.92 | | | |
| 256 | CDBG Economic Development | 201.73 | | $201.73 | | | |
| 258 | Calhome Loan Repayments | 147,649.07 | | $147,649.07 | | | |
| 262 | RDA Low Income Housing Fund | 451,792.88 | | $451,792.88 | | | |
| 263 | TOT Revenue Fund | 2,946,633.79 | | $2,946,633.79 | | | |
| 270 | General Plan/Community Plan | 470,341.76 | | $470,341.76 | | | |
| 271 | Building Permit Fees | 2,031,656.62 | | $2,031,656.62 | | | |
| 280 | Ski Run Business Improvement | 9,070.71 | | $9,070.71 | | | |
| 281 | Measure S Maintenance Fund | 69,799.97 | | $69,799.97 | | | |
| 284 | Measure S City Maintenance | 426,096.78 | | $426,096.78 | | | |
| 285 | Tourism Improvement District (TID) | 229,197.50 | | $229,197.50 | | | |
| 290 | Settlement Proceeds Sfty Programs | 716,552.57 | | $716,552.57 | | | |
| 291 | Fofeitures- Local | 0.00 | | $0.00 | $33,367,460 | $0 | $33,367,460 |
| 301 | City CIP | 21,106,912.25 | | $21,106,912.25 | | | |
| 303 | City CIP - Reg.Surf.Transp.Progr | 222,121.91 | | $222,121.91 | | | |
| 306 | Rehab Water Quality Projects | 2,856.03 | | $2,856.03 | | | |
| 310 | Long term Capital Replacement | 801,168.26 | | $801,168.26 | | | |
| 311 | Campground Capital Outlay | 496,589.03 | | $496,589.03 | | | |
| 320 | Housing - CIP Projects | 203,754.50 | | $203,754.50 | $22,833,402 | $0 | $22,833,402 |
| 401 | City Debt Service | 4,190,679.19 | 2,333,710.97 | $6,524,390.16 | $4,190,679 | $2,333,711 | $6,524,390 |
| 501 | Airport | 1,212,723.29 | | $1,212,723.29 | | | |
| 510 | Parking Management Bellamy | 440,568.24 | | $440,568.24 | | | |
| 515 | Parking Management Plan | 13,407.20 | | $13,407.20 | | | |
| 520 | Parking Garage | 2,029,093.42 | | $2,029,093.42 | | | |
| 550 | Transit - Stage | 611,349.24 | | $611,349.24 | | | |
| 560 | South Tahoe Transit JPA | 52,100.09 | | $52,100.09 | $4,359,241 | $0 | $4,359,241 |
| 601 | Self Insurance - Health, Vision, Den | 329,070.91 | | $329,070.91 | | | |
| 602 | Self Insurance - Workers Comp | 10,207,619.64 | | $10,207,619.64 | | | |
| 604 | Payroll | 717,347.84 | | $717,347.84 | | | |
| 605 | Health Insurance Savings | 23,875.57 | | $23,875.57 | $11,277,914 | $0 | $11,277,914 |
| 701 | Trust | 917.00 | | $917.00 | | | |
| 704 | Athletic Facilities - Parks & Rec | 41,425.00 | | $41,425.00 | | | |
| 707 | Park Avenue CFD Fund | 1,453,804.09 | 660,708.30 | $2,114,512.39 | | | |
| 711 | Bijou ECP CFD | 144,455.43 | | $144,455.43 | | | |
| 712 | Harrison Avenue CFD | 311,095.51 | | $311,095.51 | | | |
| 725 | RD Obligation Retirement Fund | 4,378,135.62 | 5,810,426.35 | $10,188,561.97 | | | |
| 751 | Special Assessment District | 4,572.00 | | $4,572.00 | | | |
| 762 | Tahoe Transportation Authority | 3,416.00 | | $3,416.00 | $6,337,821 | $6,471,135 | $12,808,955 |
| | **Total Cash and Investments** | $117,730,346.20 | $8,804,845.62 | $126,535,191.82 | $117,730,346 | $8,804,846 | $126,535,192 |

## City of South Lake Tahoe
## Monthly Investment Transaction Summary

(Pursuant to California Gov. Code § 53607)

Reporting Month: April 2026

Prepared by: Olga Tikhomirova, Director of Finance
Reviewed by: David Olivo, City Treasurer

### 1. Summary of Activity

| | |
|---|---|
| Beginning Balance: | $38,500,000.00 |
| Ending Balance: | $43,400,000.00 |
| Net Change: | $4,900,000.00 |
| Interest Earned This Month: | $15,550.00 |

### 2. Transaction Detail

| Date | Transaction Type | Investment Type | Issuer | Par/Cost Amount | Maturity Date | Notes |
|---|---|---|---|---|---|---|
| 4/2/2026 | Purchase | Federal Agency Securities | Federal Home Loan Banks | $1,900,000.00 | 4/2/2031 | |
| 4/7/2026 | Purchase | Certificates of Deposit (CDs) | Goldman Sachs Bank USA | $250,000.00 | 4/8/2030 | |
| 4/7/2026 | Purchase | Certificates of Deposit (CDs) | Wells Fargo Bank N.A. | $250,000.00 | 4/9/2029 | |
| 4/8/2026 | Purchase | Certificates of Deposit (CDs) | Morgan Stanley Bank N.A. | $250,000.00 | 4/8/2031 | |
| 4/8/2026 | Purchase | Certificates of Deposit (CDs) | Morgan Stanley Bank N.A. | $250,000.00 | 4/8/2031 | |
| 4/13/2026 | Maturity | Federal Agency Securities | Federal Farm Credit Banks | -$1,000,000.00 | 4/13/2026 | |
| 4/23/2026 | Purchase | Federal Agency Securities | Federal Home Loan Banks | $3,000,000.00 | 4/23/2031 | |
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### 3. General Notes

1. All transactions were conducted in accordance with the City of South Lake Tahoe's adopted Investment Policy.
2. Daily bank sweep movements and routine operational transfers to/from the Local Agency Investment Fund (LAIF) are automated cash-management functions and are excluded from this monthly investment transaction summary. Full details of these liquid accounts are verified monthly against bank statements maintained by the Finance Department, and their ending balances are fully included in the comprehensive quarter-end investment portfolio report.

## City of South Lake Tahoe
## Monthly Investment Transaction Summary

(Pursuant to California Gov. Code § 53607)

Reporting Month: May 2026

Prepared by: Olga Tikhomirova, Director of Finance
Reviewed by: David Olivo, City Treasurer

### 1. Summary of Activity

| | |
|---|---|
| Beginning Balance: | $43,400,000.00 |
| Ending Balance: | $45,400,000.00 |
| Net Change: | $2,000,000.00 |
| Interest Earned This Month: | $16,817.75 |

### 2. Transaction Detail

| Date | Transaction Type | Investment Type | Issuer | Par/Cost Amount | Maturity Date | Notes |
|---|---|---|---|---|---|---|
| 5/1/2026 | Purchase | Federal Agency Securities | Fed. National Mtg Association | $2,000,000.00 | 5/1/2031 | |
| 5/7/2026 | Redemption/Call | Federal Agency Securities | Federal Home Loan Banks | -$1,000,000.00 | 5/10/2028 | |
| 5/15/2026 | Purchase | Federal Agency Securities | Fed. National Mtg Association | $2,000,000.00 | 5/15/2031 | |
| 5/27/2026 | Maturity | Federal Agency Securities | Federal Home Loan Banks | -$2,000,000.00 | 5/27/2026 | |
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### 3. General Notes

1. All transactions were conducted in accordance with the City of South Lake Tahoe's adopted Investment Policy.
2. Daily bank sweep movements and routine operational transfers to/from the Local Agency Investment Fund (LAIF) are automated cash-management functions and are excluded from this monthly investment transaction summary. Full details of these liquid accounts are verified monthly against bank statements maintained by the Finance Department, and their ending balances are fully included in the comprehensive quarter-end investment portfolio report.

## City of South Lake Tahoe
## Monthly Investment Transaction Summary

(Pursuant to California Gov. Code § 53607)

Reporting Month: June 2026

Prepared by: Olga Tikhomirova, Director of Finance
Reviewed by: David Olivo, City Treasurer

### 1. Summary of Activity

| | |
|---|---|
| Beginning Balance: | $45,400,000.00 |
| Ending Balance: | $56,150,000.00 |
| Net Change: | $10,750,000.00 |
| Interest Earned This Month: | $176,502.23 |

### 2. Transaction Detail

| Date | Transaction Type | Investment Type | Issuer | Par/Cost Amount | Maturity Date | Notes |
|---|---|---|---|---|---|---|
| 6/2/2026 | Maturity | Certificates of Deposit (CDs) | Capital One Bank USA NA | -$250,000.00 | 6/2/2026 | |
| 6/4/2026 | Purchase | Federal Agency Securities | Federal Home Loan Banks | $2,000,000.00 | 6/4/2031 | |
| 6/5/2026 | Purchase | Federal Agency Securities | Fed. National Mtg Associatior | $2,000,000.00 | 6/5/2031 | |
| 6/12/2026 | Purchase | Federal Agency Securities | Federal Home Loan Banks | $3,000,000.00 | 6/10/2031 | |
| 6/24/2026 | Purchase | Medium-Term Notes | Goldman Sachs Bank USA | $1,000,000.00 | 6/24/2031 | |
| 6/24/2026 | Purchase | Medium-Term Notes | Goldman Sachs Bank USA | $1,000,000.00 | 6/24/2031 | |
| 6/25/2026 | Purchase | Federal Agency Securities | Federal Home Loan Banks | $2,000,000.00 | 6/25/2031 | |
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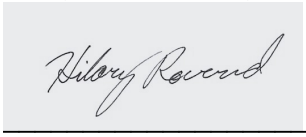
### 3. General Notes

1. All transactions were conducted in accordance with the City of South Lake Tahoe's adopted Investment Policy.
2. Daily bank sweep movements and routine operational transfers to/from the Local Agency Investment Fund (LAIF) are automated cash-management functions and are excluded from this monthly investment transaction summary. Full details of these liquid accounts are verified monthly against bank statements maintained by the Finance Department, and their ending balances are fully included in the comprehensive quarter-end investment portfolio report.

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, City Manager



**Meeting Date:** September 22, 2026

**Agenda Item #:**4

**Agenda Item:** Agreement for Collection Services with Cedars Business Services, LLC

**Executive Summary:** The Finance Department collects a variety of receivables, including those on behalf of other City departments, such as returned checks, hangar rents, liability claims, staff charges, transient occupancy taxes, business and professions taxes, and other amounts owed to the City. The City seeks to retain the services of a qualified professional collection agency to actively pursue recovery of delinquent debts after all reasonable internal collection efforts have been exhausted. The City shall compensate Cedars Business Services, LLC on a contingency-fee basis for amounts collected on accounts referred by the City: 18 percent of amounts collected through standard collection efforts and 34 percent of amounts collected through litigation or other legal proceedings authorized by the City.

**Requested Action / Suggested Motions:** Pass a Motion authorizing and directing the Mayor to execute a Professional Services Agreement with Cedars Business Services, LLC for Collection Services, with no guaranteed minimum compensation or expenditure by the City, and with compensation limited to 18% of amounts actually collected and retained on referred accounts for standard collection efforts and 34% for litigation or other legal proceedings specifically authorized by the City.

**Responsible Staff Member:** Olga Tikhomirova, Director of Finance Andrew Black, Financial Services Manager

**Reviewed and Approved By:** Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Sergio Rudin, Interim City Attorney

**Attachments:**

01-Staff_Report_CollectionServicesPSA.docx
02-PSA_CedarsBusinessServices.pdf

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

## Meeting Date: September 22, 2026

**Title:** Agreement for Collection Services with Cedars Business Services, LLC

**Location:** Citywide

**Responsible Staff Members:** Olga Tikhomirova, Director of Finance and Andrew Black, Financial Services Manager

**Background:** The Finance Department collects a variety of receivables, including those on behalf of other City departments, such as returned checks, hangar rents, liability claims, staff charges, transient occupancy taxes, business and professions taxes, and other amounts owed to the City.

On August 21, 2018, the City Council approved an Accounts Receivable Policy defining uncollectible receivables, establishing write-off thresholds, and authorizing the referral of written-off accounts to a collection agency. The policy includes a comprehensive process to ensure that all reasonable collection efforts have been exhausted and that City revenue collection resources are used efficiently.

The City issued Request for Proposals No. 2026-04-24 on March 20, 2026, and received proposals by the April 24, 2026 deadline. Staff evaluated the proposals for responsiveness, qualifications, relevant municipal collection experience, proposed service approach, customer-service practices, reporting capabilities, and compensation structure. Based on that evaluation, Cedars Business Services, LLC was determined to be the most qualified and responsive proposer and to provide the best overall value to the City.

**Issue and Discussion:** The City uses collection-agency services as a final recovery tool for eligible delinquent receivables after reasonable internal collection efforts have been exhausted and accounts have been determined uncollectible in accordance with the City's Accounts Receivable Policy and applicable approval thresholds. The proposed agreement will support recovery efforts while allowing City staff to focus on current billing, customer service, and active receivable management.

The agreement with Cedars Business Services, LLC has an initial term of three years, with a potential one- or two-year extension by mutual written agreement. The City retains control over account referrals and may suspend collection activity or recall accounts as needed. Cedars will provide collection services, account-level access, and monthly reports to support City oversight. Any legal action requires prior written City authorization.

**Financial Implications:** The agreement is expected to have a positive or neutral fiscal impact. Cedars Business Services will be compensated only from amounts actually collected and retained on referred accounts: 18% for standard collection efforts and 34% for litigation or other

legal proceedings specifically authorized by the City. No fee is due if no funds are recovered. The agreement includes no minimum account-referral volume or minimum compensation commitment.

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

**Policy Implications:** Consistent with City’s Financial Policies.

**CITY OF SOUTH LAKE TAHOE**

# PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the _____day of _____ 2026 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and Cedars Business Services, LLC ("Consultant").

## RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

## AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

   The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

   All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue for three years with the

potential of a one or two year extension to the term of the agreement, in writing upon mutual acceptance.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation include travel and out-of-pocket expenses without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

4. Method of Payment. Consultant shall remit all City funds collected, less only the approved contingency fee, monthly with detailed reconciliation. Consultant shall not deduct, retain, offset, or apply any other charges without prior written authorization from City. Consultant shall pay City no later than 30 days after receipt of funds.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without prior written authorization from City.

6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date. Neither party may terminate for cause until providing written notice of breach and thirty (30) days opportunity to cure.

Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

7. Ownership of Documents.

All account records, customer documents, data files, and other materials furnished to Consultant by City ("City Materials"), together with all account-specific reports, statements, and written work product prepared by Consultant specifically for City and delivered to City under this Agreement ("Deliverables"), shall be and remain the property of City upon payment to Consultant for such work. City shall have the right to use the Deliverables and City Materials in its discretion without further compensation to Consultant.

Notwithstanding the foregoing, Consultant retains all right, title and interest in and to its pre-existing and independently developed intellectual property, including without limitation its software, platforms, systems, source code, databases, collection methodologies, workflows, scoring models, templates, internal work papers and notes, training materials, know-how, and any improvements, derivatives, or enhancements thereto ("Consultant IP"). No license or ownership interest in Consultant IP is granted to City under this Agreement, except a non-exclusive, non-transferable right to use Consultant IP solely to the extent embedded in a Deliverable and solely for City's internal business purposes. Nothing in this Agreement restricts Consultant from using the general skills, knowledge, and experience gained in performing the services.

Consultant shall, at Consultant's expense, provide such Deliverables and City Materials reports and documents, to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law,

from the date of final payment to Consultant for services provided pursuant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from records shall be available at Consultant's address indicated for the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained at City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors or subcontractors hired or retained by Consultant are employees, agents, contractors or subcontractors of Consultant and not of the City.

City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third party persons

employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

10. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

    Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

    a. Will not serve in a staff capacity and will conduct research and arrive at conclusions with respect to their rendition of information, advice, recommendation or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,

    b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700.3(a)].

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out their duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

    In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. If Consultant will be physically present in the City of South Lake Tahoe to perform some or all of the services, Consultant shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

14. Indemnity. Consultant shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, (including reasonable costs and expenses and reasonable attorneys' fees), to the extent caused by Consultant's negligent acts, errors or omissions, willful misconduct, or its breach of its obligations under this Agreement, except to the extent caused by the negligence or willful misconduct of the City, its officers, employees, agents, or other contractors, or by data, instructions, or account information furnished by the City.

Consultant may, at its election and with counsel reasonably acceptable to City, assume the defense of any claim subject to indemnification under this Section. Where Consultant does not assume the defense, Consultant's obligation to reimburse City's reasonable defense costs shall arise upon final adjudication by a court of competent jurisdiction or upon written settlement agreement and shall be limited to the proportion of fault attributable to Consultant. Neither party shall settle any claim in a manner that imposes liability or a non-monetary obligation on the other party without that party's prior written consent, not to be unreasonably withheld.

City shall indemnify and hold harmless Consultant, its officers, directors, employees, and agents from and against any and all claims, demands, actions, losses, damages, liabilities, costs and reasonable attorneys' fees to the extent caused by: (a) the negligent acts, errors, omissions, or willful misconduct of City, its officers, employees, agents, or other contractors; (b) the inaccuracy, invalidity, or unenforceability of any account, balance, or consumer information placed with Consultant, including accounts that were previously paid, settled, discharged in bankruptcy, barred by the applicable statute of limitations, subject to an unresolved dispute, or not owed by the individual identified; (c) City's failure to timely notify Consultant of payments, disputes, bankruptcy filings, deceased debtors, cease-communication requests, attorney representation, or account recalls; (d) Consultant's compliance with City's written instructions, policies, or procedures; or (e) City's failure to satisfy any notice, due process, itemization, or other legal prerequisite to the collectability of the underlying obligation. Nothing in this Section requires City to indemnify Consultant beyond the limits permitted by applicable law, and any such obligation is subject to the availability of lawfully appropriated funds.

Neither party does not, and shall not, waive any rights against the other which it may have by reason of the aforesaid hold harmless provisions, because of the acceptance by either party , or the deposit with either party, of any of the insurance policies hereinafter set forth.

The indemnification obligations shall apply to all damages and claims for damages, or alleged to have been suffered, caused by Consultant, its subcontractors, or others for whom Consultant is legally responsible, regardless

of whether such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Each party retains all rights of contribution and comparative fault allocation available at law. Neither party shall be liable to the other for consequential, incidental, special, exemplary, or punitive damages, or for lost profits, arising out of this Agreement, except to the extent such damages are awarded to a third party in a claim subject to indemnification hereunder. The obligations of this Section shall survive the expiration or termination of this Agreement.

15. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for their employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured

for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

v. Cyber Liability Coverage. Consultant shall maintain cyber liability insurance with limits not less than one million dollars ($1,000,000) per claim, two million dollars ($2,000,000) aggregate. Coverage shall be sufficiently broad to sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not limited to, claims involving security breach; system failure; data recovery; business interruption; cyber extortion; social engineering; infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for

breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations. Vendor's policy shall be primary and shall not seek contribution from the City's coverage, shall contain a waiver of subrogation in favor of the City, and shall be endorsed to provide that City and its officers, officials, employees, agents, and volunteers are additional insureds. Any failure to comply with the reporting provisions of the policy by Vendor shall not affect coverage provided to the City. If Vendor maintains broader coverage and/or higher limits than the minimums listed above, City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each,

except with respect to the limits of liability of the insuring Consultant.

iv. The insurer waives all rights of subrogation against City except for Consultant's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. No policies of insurance carried by Consultant shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City Attorney by Certified Mail.

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 210
South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150

If to Consultant: Patrick Miller
Director of Government Development & Solutions
Cedars Business Services, LLC
5230 Las Virgenes Rd, Ste 210
Calabasas, CA 91302

17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

18. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of ancestry, age, color, disability, genetic information, gender expression, gender identity, marital status, medical condition, military or veteran status, national origin, race, religion, reproductive health decision making, sex/gender, or sexual orientation. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

23. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in **Exhibit C**. Further, Consultant shall require that the language of the certification in **Exhibit C** be included in all contracts or subcontracts entered into in connection with this Agreement and that all Consultants and contractors shall certify and disclose accordingly.

24. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or

voluntarily excluded from participating in covered transactions by any Federal department or agency.

25. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et. seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.

26. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

27. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

28. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

29. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

30. Time is of the Essence. Time is of the essence for this Agreement.

31. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE:

By_____

Cody Bass, Mayor

Date _____

CONSULTANT:

By _____

Patrick Miller, Director of Government Development & Solutions

Date _____

Business License # __Not Required _____

APPROVED AS TO FORM:

By_____ Date _____

Sergio Rudin, Interim City Attorney

ATTEST:

By_____ Date _____

Susan Blankenship, City Clerk

Attachments:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C - Anti-Lobbying Certification

# EXHIBIT A

## SCOPE OF SERVICES

**1. Purpose**

Consultant shall provide professional debt collection services for delinquent accounts referred by the City ("Accounts") in accordance with this Agreement, the City's Request for Proposals, Consultant's Proposal dated April 24, 2026, and all applicable federal, state, and local laws and regulations. Services shall be performed in a professional, ethical, and customer-service-oriented manner that protects the interests and reputation of the City while maximizing the recovery of delinquent amounts owed.

**2. Accounts Eligible for Collection**

The City may refer delinquent accounts to Consultant, including but not limited to:

- Transient Occupancy Tax (TOT)
- Business and Professions Tax
- Miscellaneous accounts receivable
- Administrative citations
- False alarm fees
- Code enforcement fines and penalties
- Parking citations
- Utility-related charges, if applicable
- Other delinquent obligations designated by the City

The City reserves the right to determine which accounts are referred for collection and may add or remove account types during the term of this Agreement.

**3. Collection Services**

Consultant shall provide comprehensive collection services for all Accounts referred by the City, including, at a minimum:

a. Review and establish each referred account.
b. Perform collection activities using commercially reasonable collection practices.
c. Issue written collection notices.
d. Conduct telephone collection efforts during legally permissible hours.

e. Perform skip tracing and other lawful location services when appropriate.
f. Process returned mail and utilize commercially reasonable efforts to obtain updated address information.
g. Maintain detailed collection notes documenting collection efforts, communications, payment activity, disputes, and account status.
h. Suspend collection activity upon written direction from the City.
i. Return accounts to the City upon request.

**4. Customer Communications**

Consultant shall conduct all communications with debtors in a courteous, professional, and lawful manner.

Prior to implementation, Consultant shall provide the City with copies of all standard collection letters, notices, scripts, email templates, and other standard communication materials used for City Accounts. Any material modifications shall require prior City approval.

Consultant shall not utilize text messaging, social media, or other electronic communication methods for City Accounts unless specifically authorized in writing by the City.

Consultant shall promptly notify the City of any complaints, disputes, or allegations involving City Accounts.

**5. Payment Processing**

Consultant shall provide secure methods for receiving payments, including online payment capabilities and other payment methods acceptable to the City.

Unless otherwise authorized by the City:

- all payments shall be properly credited to the applicable account;
- partial payments shall be applied in accordance with applicable law and City instructions; and
- Consultant shall accurately account for principal, penalties, interest, fees, and other charges collected.

Consultant shall not establish payment arrangements exceeding twelve (12) months or compromise any debt without prior written authorization from the City, unless otherwise authorized by written City policy.

**6. Litigation, Bankruptcy, and Disputed Accounts**

Consultant shall promptly notify the City when:

- litigation is recommended;
- bankruptcy is filed or discovered;
- legal action by another party affects collection;
- ownership of the debt is disputed;
- fraud or identity theft is alleged; or
- other circumstances materially affect collection efforts.

Consultant shall not initiate litigation or refer any account for legal action without prior written authorization from the City.

**7. Credit Reporting**

Consultant shall not report delinquent accounts to consumer credit reporting agencies until the Consultant has worked the account for at least sixty (60) days. After that period, accounts may be reported without prior written authorization from the City, but only to the extent permitted by applicable law.

Consultant shall promptly update or remove reported information when required by applicable law or as directed by the City.

**8. Reporting and Remittance**

Consultant shall provide the City with secure, role-based, read-only access to account-level information through Consultant's client portal or other City-approved platform. Consultant shall also provide the City with monthly reports, or more frequently if requested, summarizing collection activities and account status.

Reports shall include, at a minimum:

- accounts referred;
- collections received;
- remittances;
- outstanding balances;
- payment arrangements;
- returned accounts;
- disputes and complaints;
- bankruptcies;

- accounts recommended for legal action; and
- any additional information reasonably requested by the City.

Collected funds shall be remitted to the City in accordance with Exhibit B.

**9. Account Management and City Coordination**

Consultant shall designate a primary Account Manager who shall serve as the City's primary point of contact throughout the term of this Agreement.

Consultant shall:
- respond promptly to City inquiries;
- participate in meetings requested by the City;
- coordinate implementation and transition activities;
- cooperate with City staff regarding account issues; and
- maintain effective communication throughout the term of the Agreement.

**10. Records and Confidential Information**

Consultant shall maintain complete and accurate records relating to all collection activities performed under this Agreement.

All City records, account information, payment information, correspondence, and data shall remain the property of the City.

Consultant shall maintain the confidentiality of all information received from the City and shall comply with all applicable privacy, security, and confidentiality requirements.

Upon request or upon termination of this Agreement, Consultant shall promptly return or securely destroy all City records and confidential information as directed by the City.

**11. Information Security**

Consultant shall maintain administrative, technical, and physical safeguards designed to protect City information against unauthorized access, disclosure, alteration, or destruction.

Consultant shall promptly notify the City of any actual or suspected security incident, data breach, or unauthorized disclosure involving City information and shall cooperate fully with the City in responding to such incident.

## 12. Performance Standards

Consultant shall perform services:

- in accordance with all applicable federal, state, and local laws;
- using qualified personnel;
- in a timely and professional manner;
- consistent with generally accepted industry standards for municipal debt collection; and
- in accordance with the requirements of this Agreement.

## 13. Implementation and Transition

Following execution of this Agreement, Consultant shall coordinate with the City to complete implementation, including establishment of file transfer procedures, account referral processes, reporting formats, payment processing procedures, and designated points of contact.

Consultant shall provide all implementation assistance necessary to ensure an orderly transition of collection services with minimal disruption to City operations.

**EXHIBIT B**

## COMPENSATION SCHEDULE AND TIMELINE

### 1. Compensation

As full compensation for services performed under this Agreement, the City shall compensate Consultant on a contingency fee basis for amounts collected on Accounts referred by the City, as follows:

| Collection Type | Compensation |
|---|---|
| Accounts collected through standard collection efforts | 18% of amounts collected |
| Accounts requiring litigation or legal proceedings authorized by the City | 34% of amounts collected |

No compensation shall be paid on Accounts for which no funds are collected.

The contingency fee shall be calculated on amounts actually collected and retained on behalf of the City, excluding payments returned for insufficient funds, chargebacks, or other uncollectible transactions.

### 2. Recovery of Collection Costs

Nothing in this Agreement shall be construed as authorizing Consultant to assess or recover collection costs from a debtor unless such recovery is expressly permitted by applicable law or other legal authority.

### 3. Remittance to the City

Consultant shall remit all amounts collected on behalf of the City, less any compensation authorized under this Agreement, no later than thirty (30) calendar days following the end of each calendar month in which the funds were collected.

Each remittance shall include a detailed accounting identifying, at a minimum:

- Accounts collected;
- Amount collected for each account;
- Principal, penalties, interest, and other charges collected;

- Collection fees retained, if any;
- Amount remitted to the City; and
- Any adjustments or returned payments.

Funds shall be remitted electronically unless another method is approved by the City.

**4. Returned Accounts**

The City may recall any Account at any time upon written notice.

Consultant shall not be entitled to compensation for recalled Accounts unless funds were collected prior to the effective date of the recall.

**5. Adjustments**

If an Account balance is reduced, corrected, voided, or otherwise adjusted by the City after referral, Consultant's compensation shall be calculated based only on amounts ultimately collected and retained by the City.

If Consultant receives payment after an Account has been returned or closed, Consultant shall promptly notify the City and remit the payment in accordance with City instructions.

**6. No Minimum Volume**

The City does not guarantee any minimum number of Accounts or minimum dollar amount of Accounts to be referred under this Agreement.

**7. No Duplication of Compensation**

Where recovery of collection costs from a debtor is authorized by law, Consultant shall not receive both a contingency fee paid by the City and collection costs recovered from the debtor for the same amounts collected. Consultant's total compensation for any Account shall not exceed the applicable contingency fee established in this Exhibit unless otherwise authorized in writing by the City.

## IMPLEMENTATION AND TRANSITION TIMELINE

Following execution of this Agreement, Consultant shall work collaboratively with the City to implement collection services in an orderly and efficient manner.

Implementation activities shall include, at a minimum:

- designation of primary contacts for both parties;
- establishment of secure electronic file transfer procedures;
- coordination of account referral and acceptance procedures;
- establishment of reporting formats and remittance procedures;
- testing of data transmission and payment processing;
- review and approval of collection letters, notices, and communication templates;
- training and coordination meetings, as requested by the City; and
- completion of all activities necessary to commence collection services.

Collection services shall begin on a mutually agreed implementation date established by the City and Consultant.

If requested by the City, Consultant shall cooperate in the orderly transition of Accounts from the City's previous collection agency and shall take reasonable steps to minimize disruption of collection activities.

## EXHIBIT C

### ANTI-LOBBYING CERTIFICATION

**Consultant shall submit to City this certification prior to or at the time of the execution of this Agreement.**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

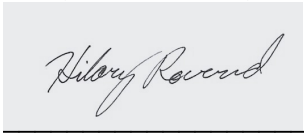
Consultant:
Patrick Miller
Director of Government Development & Solutions

By:_____

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, City Manager



**Meeting Date:** September 22, 2026

**Agenda Item #:**5

**Agenda Item:**

Agreement and Donation from Public Health Institute for the CivicSpark Program for 2026 – 2027, 11-month term

**Executive Summary:** The 2025-2030 Strategic Plan includes a wide range of economic development and protection of natural environment initiatives, as well as action item 6.4, "Support the CivicSpark Fellow position." City staff have found that the program has added significant capacity to advance the city's economic development strategic planning initiatives. City Council will consider an agreement and donation from the Public Health Institute, the administrators of the CivicSpark program as part of the federal AmeriCorps program, to support an eleven-month CivicSpark fellowship. The City contribution is $37,500 while the remaining value of $25,000 is provided in-kind by the CivicSpark program and considered a donation to the City.

**Requested Action / Suggested Motions:** Pass a Motion authorizing and directing the Mayor to execute a Professional Services Agreement with the Public Health Institute for $37,500 and an in-kind donation of $25,000 for an 11-month fellowship for the CivicSpark Program.

**Responsible Staff Member:** Sara Letton, Sustainability Coordinator and Hilary Roverud, City Manager

**Reviewed and Approved By:** Susan Blankenship, City Clerk Olga Tikhomirova, Finance Director Sergio Rudin, Interim City Attorney

**Attachments:**

- 01-Staff Report - Civic Spark Fellow.docx
- 02 - Civic Spark PSA City.docx
- 03 - Donation_Approval_Form_2026.docx

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

## Meeting Date: September 22, 2026

**Title: Agreement with and Donation from Public Health Institute for the CivicSpark Program for 2026 – 2027, 11-month term**

**Location:** Citywide

**Responsible Staff Member:** Hilary Roverud, City Manager, and Sara Letton, Sustainability Coordinator

**Background:** The 2025-2030 Strategic Plan includes a wide range of economic development and protection of natural environment initiatives, as well as action item 6.4, "Support the CivicSpark Fellow position." Since 2014, CivicSpark, an award-winning and evidence-based fellowship program, has helped over 300 communities in three states (California, Washington, and Colorado) build local workforce capacity to meet community planning goals while providing a launchpad for almost 1,000 emerging leaders. CivicSpark Fellowships are funded in part by the federal AmeriCorps program and in part by host partners. The program provides Fellow salaries, living allowances and benefits (including health insurance), as well as professional development and CivicSpark staff support for Fellows. The actual cost of a Fellow is greater than the amount the City is asked to contribute. The balance is covered by PHI and is considered a donation to the City.

Council approved the funding and recruitment of a CivicSpark Fellow 8-month term back on December 9, 2025. The amount covered by PHI for that previous fellow was valued at $17,500. That Fellow has been integral to the advancement of council's economic development vision and completed her service this past September.

**Issue and Discussion:** The City's 8-month term CivicSpark Fellow recently concluded her service term. That Fellow was integral in the implementation of the Strategic Priority 4, in particular with outreach and stakeholder engagement that has reconnected the City with hundreds in the business community and allowed the City to capture data that will underlie the development of a future economic strategy. This was an excellent value for the City and the opportunity to host a new Fellow is presented here today.

Council approved the City's budget that included the cost of hosting Fellow at the August 25 council meeting (in the amount of $37,500). Per the City's Donations Policy, staff bring a Donation Approval Form documenting the additional in-kind value provided from Public Health Institute toward the CivicSpark Fellow position hosted by the City, in the amount of $25,000. That value will come to fruition during the course of the 11 month service term, all within fiscal year 2026 - 27.

**Financial Implications:** Funding for the CivicSpark Fellow was included in the Fiscal Year 2026-2027 adopted budget under the City Manager's account, line item 100-01310-41020 in the

amount of $37,500. The remaining $25,000 value is provided by Public Health Institute. $25,000 is the amount to be claimed as a donation to the City of South Lake Tahoe. To clarify, the City will be billed monthly by PHI for services rendered. PHI will sign paychecks for the Fellow. The Fellow is not considered an employee of the City.

**Environmental Considerations:** Accepting the CivicSpark donation and Service Agreement is not a project under CEQA, because it does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Sections 15378(b)(2) and 15378(b)(4) and is, therefore, not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3).

**Policy Implications:** This report facilitates implementation of the 2025-3030 Strategic Plan action item 6.4, “Support the CivicSpark Fellow position.” It also moves forward Strategic Priority 4, Grow and Diversify the Economy.

The donation follows the City’s “Financial Policies: Donation,Sponsorship, and Naming Rights Policy.”

- Procedures E. Approval Authority, including:
    - “Offers of donations of cash or items valued more than $10,000 must be accepted and approved by the City Council. Donations valued at more than $10,000 shall be accepted through a written agreement consistent with these guidelines and approved by the City Council.
    - All monetary donations regardless of dollar amount requiring additional expenditure appropriation must be approved by City Council.”
- Procedures H. Donation Recognition and Approval form
    - “A signed/ completed Approval Form and Acknowledgement Letter will be provided to the Donor.
    - Approval Form, Acknowledgement Letter and original Donor Proposal will be attached to City Council documents for all donations requiring City Council approval. Appreciation will be recognized during the meeting, except in the case of anonymity requested by the donor.”

**AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**
**BETWEEN**
**City of South Lake Tahoe**
**AND**
**PUBLIC HEALTH INSTITUTE**

THIS AGREEMENT ("Agreement") is made and entered into effective upon the signing by all parties ("Effective Date") by and between **City of South Lake Tahoe**, ("Partner") and the Public Health Institute ("PHI"), a California nonprofit public benefit corporation.

## RECITALS

A. The Public Health Institute administers the CivicSpark program as part of the federal AmeriCorps program. PHI provides capacity building services to local organizations through project implementation activities performed by AmeriCorps Members ("CivicSpark Fellows" or "Fellows"). Fellows can only work on contracted and allowable service activities. CivicSpark will provide this service to the Partner by conducting assessments, implementing planning or action projects, engaging volunteers, and transferring knowledge to Partner's staff.
B. Partner desires to engage PHI to provide certain services through the CivicSpark program. PHI desires to provide those services and to be compensated accordingly.
C. Partner and PHI enter into this Agreement in order to memorialize the terms concerning PHI performance of the services and Partner's obligations with respect thereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements set forth herein, Partner and PHI hereby covenant and agree as follows:

## AGREEMENT

1. PHI's Scope of Services. During the term of this Agreement, PHI agrees to perform the services described in Exhibit B - Scope of Services, ("Services") attached hereto and incorporated herein. The project for which the services are provided must align with the performance measures and may not involve any of the prohibited activities set forth in Exhibit A – Contracted Performance Measures and Prohibited Activities attached hereto and incorporated herein.

2. Partner's Responsibilities. During the term of this Agreement, Partner agrees to perform the responsibilities and roles as described in Exhibit C – Partner Responsibilities, attached hereto and incorporated herein, as such responsibilities and roles relate to Partner's participation in the CivicSpark program.

3. Compensation; Reimbursable Expenses. For the Services provided by PHI under this Agreement, Partner shall pay PHI the compensation set forth in Exhibit D – Compensation, Billing, and Term attached hereto and incorporated herein.

4. Term. The term of this Agreement shall commence and PHI's duties and responsibilities under this Agreement shall be as agreed to in the timeline defined in Exhibit D – Compensation, Billing, and Term. This Agreement is subject to earlier termination as provided herein, until the services are complete and all compensation and reimbursable expenses are paid to PHI.

5. Termination. This Agreement may be terminated prior to the end of the Term upon the bankruptcy or insolvency of either party or upon 30 days' written notice by the terminating party to the non-terminating party.

If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate the Agreement by giving written notice to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days after mailing of notice, whichever occurs first. For purposes of this provision, material breach of this Agreement includes, but is not limited to, the following: (a) Partner's failure to pay PHI any compensation due within 30 days after written demand for payment; (b) PHI's failure to perform the Services as provided in this Agreement, not including a Fellow unable to provide services for the full contract duration and a suitable replacement cannot be provided; (c) Partner offering employment to the Fellow that is substantially similar to their CivicSpark scope of work, with a start date prior to the service year-end date as described in Exhibit C(1)(j); or (d) either party's material breach of any representation or agreement contained in this Agreement.

6. Excuse of Performance. PHI's obligation to perform the services specified in this Agreement shall be excused if the performance is prevented or substantially delayed due to circumstances not caused, in whole or in part, by PHI, including any such circumstances caused by Partner.

7. Independent Contractor. It is the express intention of the parties that PHI is an independent contractor and not an employee, agent, joint venturer, or partner of Partner. Nothing in this Agreement shall be interpreted or construed as creating or establishing a relationship of employer and employee between Partner and PHI or any employee or agent of PHI. Both parties acknowledge that PHI may retain the services of others to assist it but that such persons as Fellows and PHI's employees are not Partner employees for any purpose. PHI further agrees that it shall be exclusively responsible for payment of compensation and benefits to any Fellow and PHI employee it retains and shall be liable for all taxes required to be reported and remitted to appropriate tax authorities.

8. Insurance. PHI agrees to maintain: (1) commercial general liability insurance with minimum limits of $1,000,000, written on an occurrence form basis and $3,000,000 general aggregate, protecting it from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with the performance of PHI's Services hereunder or from or out of any act or omission of PHI, its officers, directors, agents, subcontractors or employees; (2) professional liability insurance with minimum limits of $2,000,000; (3) worker's compensation insurance as required by law; and (4) hired and non-owned auto insurance with minimum limits of $1,000,000 for each accident. If requested, PHI shall provide a certificate of said insurance and an additional insured endorsement to Partner within 10 days of the execution of this Agreement.

9. Indemnification. To the extent limited by applicable law, each party to this Agreement ("Indemnitor") shall defend, indemnify, defend and hold harmless the other party ("Indemnitee") and its directors, officers, agents, contractors, volunteers, and employees, from and against any and all liabilities and claims, including attorney's fees and other legal expenses. arising directly or indirectly from any act or failure by the Indemnitor of or in any way related to the Indemnitor's performance of this Agreement or representations made in this Agreement. The Indemnitor is not responsible for the acts or omissions of the Indemnitee and nothing herein shall be construed to require the Indemnitor to indemnify the Indemnitee for the acts or omissions of the Indemnitee. This provision shall survive the termination of this Agreement.

10. Ownership of Documents. Ownership of any designs, plans, maps, reports, specifications, drawings, and other information or items produced by PHI while performing Services under this Agreement will be assigned to and owned exclusively by Partner. The original of all reports, memoranda, studies, plans, specifications, drawings, materials, exhibits, maps or other similar or related documents prepared by PHI in the performance of the Services for Partner shall be the exclusive property of Partner. Partner agrees to grant PHI a license to use general information about the Fellow's project for marketing and promotional purposes for the CivicSpark fellowship program.

11. Notices. All legal notices or other communications required to be given hereunder shall be in writing and shall be deemed to have been given if: (1) personally delivered then on the date of personal delivery; (2), if mailed by certified mail, postage prepaid, return receipt requested, then three (3) business days after mailing and shall be addressed as follows:

To PHI (if legal): Office of General Counsel
Public Health Institute
1950 Franklin Street #600
Oakland, CA 94612

Any notices related to post-award management shall be in writing and sent via electronic mail. Notice will be deemed to have been given when sent by electronic mail upon the sender's receipt of acknowledgement from the intended recipient.

To PHI (if other) CivicSpark
Public Health Institute
CivicSparkContracts@phi.org

To Partner: Hilary Roverud
City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150
530-542-6024
Fax: 530542-7411
hroverud@cityofslt.gov

Either party may change its address by giving written notice thereof to the other party.

12. Attorneys' Fees. The party prevailing in any action at law or in equity necessary to enforce or interpret the terms of this Agreement shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

13. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without giving effect to principles of conflicts of laws. Any suit, action or legal proceeding arising out of this Agreement shall be submitted to a state or federal court sitting in El Dorado County, California, which will have exclusive jurisdiction and venue over the dispute and to which jurisdiction the parties irrevocably submit.

14. Entire Agreement; Amendments. This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein and no prior or contemporaneous agreement or understanding, oral or written, pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. In particular, neither party may vary the scope of services described in Exhibit B – Scope of Services or responsibilities in Exhibit C – Partner Responsibilities except as expressly agreed to in writing by the other party. The budgets for direct labor and expenses are based on the Services described in Exhibit B – Scope of Services and any modification may affect direct labor costs and project expenses and must be approved in writing by Partner

15. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

16. Severability. If, for any reason, any provision or partial provision of this Agreement is held invalid, such invalidity shall not affect the remainder of such provision or any other provision of this Agreement not so held invalid, and each other provision, or portion thereof, shall, to the full extent consistent with law, continue in full force and effect.

17. Waiver. The waiver of any breach of any provision hereunder by any party hereto shall not be deemed to be a waiver of any preceding or subsequent breach hereunder.

18. Warranty of Authority. Each of the undersigned hereby warrants that he/she has authority on behalf of his or her principal to execute this Agreement and to bind such principal to the terms hereof.

19. Counterparts. This Agreement may be executed by electronic or hard-copy signature and in counterparts, each of which shall be deemed to be one and the same instrument. The exchange of executed copies of this Agreement by facsimile, email or other electronic transmission will constitute effective execution and delivery of this Agreement for all purposes. Signatures of the parties transmitted by such methods will be treated in all respects as having the same effect as an original signature.

Dated as of the Effective Date as fully executed.

**PARTNER:**

City of South Lake Tahoe

Signature: _____

Printed Name: Hilary Roverud _____

Title: City Manager_____

Date: _____

**Public Health Institute:**

Public Health Institute, a California nonprofit public benefit corporation

Signature: _____

Printed Name: Darneshia Blackmon_____

Title: Senior Director of Bid and Proposal _____

Date: _____

Exhibit A

Contracted Performance Measures and Policies

PHI has contracted with AmeriCorps to implement CivicSpark as an AmeriCorps program. **Fellows can only work on service outlined in performance measures approved by AmeriCorps and must abide by Federal guidelines for AmeriCorps program implementation.** Performance measures define how CivicSpark will provide service to Partner by: conducting assessments; implementing planning, research or implementation projects; engaging volunteers; and transferring knowledge to Partner staff. The project scope in Exhibit B must align with the measures below:

1) Capacity Building for Local Service Recipients – Fellows' direct service hours should be spent building capacity for local service recipients to address their relative needs with regard to specific issues (e.g., community planning, energy, transportation, water, housing, public safety, etc.). Fellows will address these needs by assisting one or more local service recipients to develop or implement projects that they would otherwise not be able to complete. Capacity building will be delivered in 3 stages, including: (1) gap assessments; (2) research, planning, and implementation service projects; and (3) transition of knowledge.
2) Volunteer Engagement – All Fellows should have the opportunity to build further capacity by engaging, recruiting, and supporting volunteers. Volunteers may be engaged as either one-time volunteers (e.g., – volunteers to assist for a specific event such as Earth Day or service activities) or as on-going volunteers such as interns).
3) Training and Professional Development for Fellows – Fellows can spend up to 20% of their service year on training. Specific hours are outlined in Exhibit D based on the length of the service term. Training includes the three-day orientation at the start of the service year, mid-year training symposium, regular monthly trainings, and professional development and networking opportunities. Training hours ensure that Fellows have the training and tools they need to succeed in their service work and to grow as professionals.

The majority of the work provided by CivicSpark to Partner via direct service only involves the first measure (Capacity Building). The second and third measures are predominantly met through training, service and professional development activities provided to the Fellows by PHI. Some activities that occur while working with local government beneficiaries or other project partners may be considered training and professional development, such as networking events and trainings conducted by or attended in partnership with Partner.

Prohibited Activities: Federal guidelines further restrict certain activities, which cannot be engaged in by CivicSpark Fellows or Supervisors while charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the CivicSpark program or AmeriCorps, this includes direct fundraising or grant writing which are not allowable activities in CivicSpark. **In addition to only working on contracted performance measure service activities, the following activities are prohibited** (see 45 CFR § 2520.65):

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;

3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to—
   (1) A business organized for profit;
   (2) A labor union;
   (3) A partisan political organization;
   (4) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
   (5) An organization engaged in the religious activities described above, unless AmeriCorps assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services; and
11. Such other activities as AmeriCorps may prohibit.

Fellows, like other private citizens, **may** participate in the above listed activities **on their own time, at their own expense, and on their own initiative.** However, the AmeriCorps logo **must not** be worn while doing so.

Reasonable Accommodations: Per Federal Guidelines and PHI policies, the CivicSpark programs and activities must follow equal opportunity employment requirements and be accessible to persons with disabilities by providing reasonable accommodation. In support of this:

1. PHI and Partner will comply with Equal Opportunity Employment guidelines.
2. PHI and Partner will endeavor to make reasonable accommodations to known physical or mental limitations of qualified AmeriCorps members with disabilities unless the accommodation would impose an undue hardship on the program operations.
3. PHI and Partner will endeavor to accommodate the sincere religious beliefs of AmeriCorps Members to the extent such accommodation does not pose an undue hardship on the Organization's operations.
4. PHI and Partner will not allow any form of retaliation against individuals who raise issues of equal employment opportunity or reasonable accommodation.

Non-Duplication and Non-Displacement: Federal guidelines further restrict engagement of CivicSpark Fellows to duplicate or displace staff (see 45 CFR § 2540.100(e)-(f), noted below)

(1) **Nonduplication.** AmeriCorps assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (2) of this section are met, AmeriCorps assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

(2) **Nondisplacement.**

(i) An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving AmeriCorps assistance.

(ii) An organization may not displace a volunteer by using a participant in a program receiving AmeriCorps assistance.

(iii) A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.

(iv) A participant in a program receiving AmeriCorps assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.

(v) A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—

1. Will supplant the hiring of employed workers; or
2. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.

(vi) A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—

i. Presently employed worker;

ii. Employee who recently resigned or was discharged;

iii. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;

iv. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or

v. Employee who is on strike or who is being locked out.

Labor Union Concurrence: In following non-duplication and non-displacement AmeriCorps policies as noted above, the Partner must obtain the written concurrence of any local labor organization(s) representing employees of the Partner who are engaged in the same or substantially similar work as that proposed to be carried out by the Fellow in Exhibit B if they:

1. Will serve as a placement site for AmeriCorps members (Fellows);
2. Has employees engaged in the same or substantially similar work as that proposed to be carried out by AmeriCorps members; and
3. Those employees are represented by a local labor organization.

Written concurrence can be in the form of a letter or e- mail from the local union leadership. Written concurrence should be included along with this contract if applicable.

Partner is not required to obtain labor organization concurrence if:

1. There are no local labor organizations representing employees of the Partner who are engaged in the same or substantially similar work as that proposed to be carried out; or
2. Partner is not required to consult with labor organizations, because there are no appropriate local labor organizations representing employees in the area who are engaged in the same or similar work as that proposed to be carried out by the Fellow.

Non-Harassment and Civil Rights Policy:

## Program Civil Rights and Non-Harassment Policy

Advancing civil rights and equal opportunity is the responsibility of the whole of government, and AmeriCorps is committed to these principles, including treating all persons who participate in our programs with dignity and respect. The service environments demand that AmeriCorps maintains a zero tolerance for unlawful harassment or discrimination against any individual or groups engaged in national service.

AmeriCorps expects the same commitment from all recipients (Recipients) of services, programs, and benefits; including service members, volunteers, associated individuals, organizations, programs, and projects. This policy is incorporated by reference into the terms and conditions for AmeriCorps Recipients, inclusive of sub-grantees. Recipients are expected to notify service members and volunteers of their rights under this policy.

In accordance with applicable laws and regulations, AmeriCorps prohibits all forms of discrimination and harassment based on the protected categories of race, color, national origin, sex, age, religion, sexual orientation, disability (mental or physical), political affiliation, marital or parental status, pregnancy, reprisal, genetic information (including family medical history), or military service. All entities receiving federal financial assistance from AmeriCorps; and all programs, services, and benefits administered by such entities; must be free from all forms of discrimination and harassment. Harassment is any unwelcome conduct or conduct done in reprisal for opposing discrimination or participating in the discrimination complaint process, when such behavior has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment.

Harassment may include slurs and other verbal or physical conduct relating to an individual's sex, race, ethnicity, religion, sexual orientation, or any other legally protected category. Examples of harassing conduct include, but are not limited to: explicit or implicit demands for sexual favors; pressure to engage in a romantic relationship or for dates; deliberate touching of another person without consent; leaning over or cornering a person; repeated offensive teasing, jokes, remarks, or questions; unwanted letters, text messages, emails, or phone calls; distribution or display of offensive materials, including on social media; offensive looks or gestures; and/or sexual, racial, ethnic, or religious baiting. Harassment can also include physical assault or other threatening behavior, as well as other demeaning, debasing, or abusive comments or actions that intimidate.

AmeriCorps does not tolerate discrimination and harassment from anyone, including Recipients; AmeriCorps employees and supervisors; project or site employees and supervisors; project or site non-employees (e.g., contractors or clients of a project or site); or national service participants. Harassment is unacceptable in AmeriCorps offices or campuses and in other service-related settings such as convenings, training sessions, service sites, and at service-related social events, whether in-person or online.

Any discrimination or harassment, when substantiated, will result in corrective action, up to and including removal or termination of any individual engaging in such misconduct. AmeriCorps Recipients permitting discrimination or harassment in violation of this policy will be subject to a finding of non-compliance, which may result in termination of federal financial assistance.

Recipients are expected to take prompt action to effectively address service member and volunteer complaints. Recipients must immediately investigate complaints of discrimination or harassment and take appropriate measures to remedy the situation. Supervisors and managers of AmeriCorps programs and projects; when made aware of alleged discrimination or harassment by employees, service members and volunteers, or any other associated individuals; must report the matter to the personnel in the Recipient's organization who are responsible for investigating such claims or AmeriCorps' Office of Civil Rights (OCR). OCR conducts service member and volunteer discrimination and harassment inquiries.

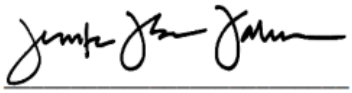
AmeriCorps prohibits any retaliatory action against a person who raises discrimination or harassment concerns. Service members and volunteers who believe they have been subjected to treatment in violation of any civil rights laws, regulations, or this policy, or have been subject to retaliation for opposing discrimination or participating in discrimination complaint proceedings (e.g., filing a complaint or acting as a witness) in any AmeriCorps program or project, may contact the OCR at (202) 606-7503 or eo@americorps.gov. Recipients must contact OCR within 30 calendar days of an occurrence of discrimination or harassing conduct to initiate an inquiry in the civil rights complaint process.

Service members and volunteers are not required to use a program, project, or sponsor dispute resolution process before contacting OCR. While Recipients are expected to take prompt action to effectively address service member and volunteer complaints, Recipients cannot institute policies requiring any such matters be handled "in house." If a service member or volunteer chooses to pursue another dispute resolution or complaint procedure, it does not suspend the 30 calendar-day time limit for contacting OCR. Discrimination and harassment claims that are not brought to the attention of OCR within 30 calendar days of the occurrence may not be accepted for investigation if a formal complaint of discrimination is filed.

Service members, volunteers, grantees, sub-grantees, and Recipients may contact OCR at eo@americorps.gov for information or assistance. Further details on AmeriCorps' civil rights complaint process can be found at 45 C.F.R. Part 1225.

February 21, 2025

Date



Jennifer Bastress Tahmasebi
Interim Agency Head
AmeriCorps

**Exhibit B**
**Scope of Services**

PHI will perform the following services:

1) General Program Responsibilities
    a. Provide clear guidelines to Fellows regarding AmeriCorps regulations and expectations.
    b. Recruit and train Fellows to provide capacity building services for the region.
    c. Work to provide support and guidance for Fellows, addressing any concerns that might develop during the service year.
    d. Hold Fellows accountable for the desired service results and work with Fellows on their professional development and behavior.
    e. Manage local government beneficiary and/or other partner service contracts.
    f. Share outcomes from service with Partner.
2) Fellow Responsibilities
    a. Pass a state, national, and National Sex Offender Public Website (NSOPW) criminal history background check before starting their service year.
    b. Participate in a 3-day program orientation and commit to attending regularly scheduled monthly training and professional activities hosted by the program, as well as up to four in-person service days per year.
    c. Serve an average of 37 hours per week for:
        i. Full-Time Fellows: Up to 11 months, serving a minimum of 1,700 total hours, with at least 1300 hours dedicated to Partner project activities (see below).
        ii. Three-Quarter Time Fellows: Up to 8 months, serving a minimum of 1,200 total hours, with at least 920 hours dedicated to Partner project activities (see below).
    d. Comply with guidelines for performance measures and abide by regulations on prohibited activities described in Exhibit A above.
    e. Complete accurate project reporting in a timely manner as required by AmeriCorps, including: assessments, implementation, hours served, volunteers recruited and supported, and transition of knowledge to local governments.
    f. Avoid participation in prohibited activities.
    g. Identify as a Fellow and wear AmeriCorps lapel pins or gear during service hours.
3) Project Specific Scope of Work
    a. The City of South Lake Tahoe is a local government agency providing a variety of services to the community. The organization functions with many cross-departmental teams, providing the opportunity to be exposed to a variety of professions and experiences. The Fellow will interact with many local businesses, allowing them to quickly develop a vast local professional network. The role demands a high degree of trust and professionalism to represent the City Manager's Office when interfacing with the business community, which is a tremendous professional development opportunity that the right candidate will flourish in.
        i. Goal: Grow Economic Development Opportunities in South Lake Tahoe
        Need Description: Work in the City Manager's Office to build upon our recently initiated economic development program. We will be surveying the community and developing programs to fit the needs of our business community. It includes

implementing a new Community Economic Development Strategy and investigating various methods of funding new programs.

ii. Goal: Nurture relationships between businesses, community organizations, educational institutions, and local government.
Need Description: The City has not had an Economic Development department in years. We rebuilding this strength, and are working to help businesses see the City as a partner. We will gather data and tailor solutions for our business community so we can all experience a thriving city.

iii. Goal: Build an Economic Resilience Resource Guide
Need Description: The community faces myriad challenges in our remote mountain-top recreation-based tourist economy. We aim to create a thorough guide to getting ahead of, and managing through, resilience challenges.

**Exhibit C**
**Partner Responsibilities**

Partner will perform the following services:

(1) Support Responsibilities

(a) Support Fellow recruitment by advertising your open placement through appropriate channels and networks (e.g., websites, newsletters, social media, job boards, etc.)

(b) Identify one staff member to act as the "Site Supervisor" for the project, and point person for both the Fellow and CivicSpark staff. At the time of this agreement, the Partner staff member assigned as Site Supervisor for the Fellow during their term of service is: **Sara Letton, Sustainability Coordinator, sletton@cityofslt.gov**

(c) Site Supervisor shall support project implementation and professional development by:

(i) Setting aside at least 1 hour/week to check in with each Fellow and provide assistance for each approved project.

(ii) Familiarizing Fellows to the host organization (including safety procedures and protocols), resources, and project scope.

(iii) Completing an initial performance assessment of each Fellow (survey and goal setting) within 1 month of the start of the service year; conducting a mid-year performance review; and completing a final performance review survey prior to the end of the service year.

(iv) Seeking opportunities to integrate Fellows' professional goals into project activities.

(v) As appropriate, facilitating Fellows' transition at the end of their service year by introducing Fellows to relevant colleagues and networks.

(vi) Provide adequate professional workspace for Fellows within the office (e.g., desk, computer, phone, etc.), and ensure that site and workplace are accessible to individuals with disabilities if needed. The Partner's office address is: **1901 Lisa Maloff Way Suite 201, South Lake Tahoe, CA 96150**

1. Provide a laptop or equivalent computer if Fellow(s) will be teleserving from home on a regular basis (e.g. hybrid schedule).
2. If needed due to any other emergency reason, be able to support partial virtual service for Fellows (e.g., remote access to files, plans for virtual check-in and support, technology support for remote work)

(d) Develop defined project scope(s) and identify goals to be completed in an agreed upon timeframe.

(i) Ensure key staff for each defined project completes a pre-service capacity assessment survey before the start of the service year and a post-service capacity assessment towards the end of the year.

(ii) Ensure key staff for each defined project participates in a project interview early on in the service year (within the first 3-4 weeks), a part of the CivicSpark gap assessment process.

(e) Support implementation of project(s) consistent with scope above and in line with CivicSpark program goals (including supporting volunteer engagement activities and participating in transitional event)
(f) Keep CivicSpark program staff and/or other PHI staff apprised of project developments and/or challenges, and working to redefine project scope(s) and goals as necessary.
(g) If challenges arise (related to professionalism, work products, etc.) provide specific written feedback to the Fellow and share with PHI staff in a timely manner so PHI staff can assess the challenges and intervene as needed.
(h) Assist with occasional site visits to Partner by PHI staff and potentially AmeriCorps agency or state service commission staff if required as part of a monitoring event.
(i) Not displace Partner staff or volunteers through the use of CivicSpark Fellows, nor have CivicSpark Fellows perform any services or duties that would supplant the hiring of employed workers.
(j) Not offer the CivicSpark Fellow part- or full-time employment that is substantially similar to their CivicSpark scope of work, with a start date prior to the service year-end date. Such circumstances would constitute a material breach of this Agreement as described under 5. Termination above, and Partner would remain responsible for paying any remaining amounts due under this Agreement had the Fellow completed their project with the Partner.

(2) Reporting Responsibilities
(a) Complete applications for CivicSpark projects, identifying at least one but preferably 2-3 projects for the fellow to assist in building capacity.
(b) Ensure a staff person involved in the project from each local government beneficiary completes a pre-service capacity assessment survey before the start of the service year and a post-service capacity assessment towards the end of the year. The pre-service survey defines goals for the project and establishes a baseline perspective on issues relevant to the specific project issue (e.g., community planning, energy, transportation, water, housing, safety, etc.). The post-service survey evaluates the degree to which the Fellows' work made progress toward the goals and baselines established in the pre-service capacity assessment survey.
(c) Ensure a staff person involved in the project from each local government beneficiary participates in a project interview early on in the service year (within the first 3-4 weeks), a part of the CivicSpark gap assessment process.
(d) Submit Fellow performance assessments on time, as described above.
(e) Complete any additional project reporting defined as necessary.
(f) Allow CivicSpark to share results of all reporting with the state service commission and AmeriCorps, for required grant reporting.

**Exhibit D**
**Compensation, Billing, and Term**

This is a firm fixed price agreement and compensation will be provided as described in this Exhibit. Costs, total project hours[1], additional prep-hours and travel budget for support options on a per-Fellow basis are defined below.

PHI will receive no more than **$[37,500]** for **[1]** Fellow(s) for performing the services set forth in this Agreement.

| | Number of Fellows: | Cost Per Fellow | Total Costs |
|---|---|---|---|
| **Full Time Fellows:** | **[1]** | **$37,500**<br>**$44,000 (returning fellow)** | **$37,500** |
| **Three-Quarter Time Fellows:** | **[x]** | **$28,500** | **[x]** |
| | | ***Total*** | **$** |

| **Full-Time Per Fellow Benefits (1,700 total hours)** | |
|---|---|
| Costs | $37,500/Fellow<br>Additional $6,500/Fellow for 2nd Year Fellows Returning to the Same Site |
| Project Support | 11 Months, 1,360+ project hours |
| Additional Benefits | Up to 340 training and professional development hours and other service activities provided by CivicSpark program staff. |
| Timeframe | October 5, 2026 – September 3, 2027 (Orientation: October 5-7, 2026) |
| **Three-Quarter Time Per Fellow Benefits (1,200 total hours)** | |
| Costs | $28,500/Fellow |
| Project Support | 8 Months, 960+ project hours |
| Additional Benefits | Up to 240 training and professional development hours and other service activities provided by CivicSpark program staff. |
| Timeframe | January 11, 2027 – September 3, 2027 (Orientation: January 11-13, 2027) |

PAYMENT OPTION

Monthly Payments Invoices will be billed monthly at the rate of $22.06 per hour for service hours provided up to a maximum total of 1700 hours for the service period (total of $37,500). Invoices will include a separate hours- to-date report for reference.

**Partner Billing Contact Details & Instructions**
Email invoices to sletton@cityofslt.gov
**Partner Organization Billing Address:**

[1] Note that project hours include all project related activities as well as basic administrative tasks related to CivicSpark service (e.g., completing timecards, progress reports, project related communications with PHI staff, etc.).

**Main Billing Contact**
Name: Sara Letton
Title: Sustainability Coordinator
Email Address: sletton@cityofslt.gov
Phone: 530-542-6175

**Billing Contact #2**
Name: Hilary Roverud
Title: City Manager
Email Address: hroverud@cityofslt.gov
Phone: 530-542-6024

**Special Instructions for Invoicing (if any):** [Enter Notes]

## Exhibit E

## Reimbursable Expenses

PHI does not cover project-related expenses related to the service project. All project-related expenses are the responsibility of the Partner. This can occur by 1) Partner paying for these expenses directly; or 2) Partner has the Fellow pay for expenses themselves, and then reimburses Fellow for such expenses.

Expenses that the Partner should plan for include mileage, meals, event fees, and any other expenses needed for the Fellow to implement the project. Fellows should not incur expenses relating to the project unless the Partner has funds to cover such expenses. All project-related expenses must be approved by the Partner in advance. Any approved mileage reimbursement shall be made at the IRS standard mileage rate for the calendar year in which the mileage expense is incurred.

CITY OF
SOUTH LAKE TAHOE

# DONATION APPROVAL FORM

**Name of Donor:** Public Health Institute (PHI)

**Address:** 555 12th Street, Suite 600 Oakland, CA 94607-4046

**Description of donation**: City has been offered a CivicSpark Fellow for an 11-month fulltime term to aid the city in business community engagement, outreach, and research.

**Donor estimate of current value**: $25,000

**Potential immediate or initial acquisition or installation cost, any on-going maintenance or replacement cost, any other cost required for acceptance/completion**: Some staff time is required to take on the role of supervisor.

**Intended use**: The Fellow will be supervised by City Manager's Office staff and will work day-to-day supporting economic development and business outreach activities.

**Conditions of acceptance or donor designation**: Agreement for Services between the City and PHI.

**Remarks**: Economic Development is identified as a priority in the City 2025-3030 Strategic Plan and outreach to the community is a critical component to shaping effective business support strategies and for which this Fellow can increase City capacity. Public Health Institute administers the CivicSpark program as part of the federal AmeriCorps program. PHI provides capacity building services to local organizations through project implementation activities performed by CivicSpark Fellows. Fellows can only work on contracted and allowable service activities. Direct fundraising or grant writing are NOT allowable activities in the CivicSpark Fellowship. Fellows' direct service hours should be spent building capacity for local service recipients to address their relative needs with regard to specific issues (e.g., climate, water, housing etc.). Fellows will address these needs by assisting one or more local service recipients to develop or implement projects that they would otherwise not be able to complete. Capacity building will be delivered in 3 stages, including: (1) gap assessments; (2) research, planning, and implementation service projects; and (3) transition of knowledge.

City Departments receiving donations: City Manager

**Account Number for Revenue**: No financial transaction is taking place between the City and PHI for this donation. PHI is responsible for compensating Fellows. PHI does not cover expenses related to the service project. All project-related expenses, including mileage expenses for CivicSpark Fellows traveling for their service project, are the responsibility of the Partner. Fellows must be reimbursed within 30 days of submitting a reimbursement request to the Partner.

**APPROVED BY:**

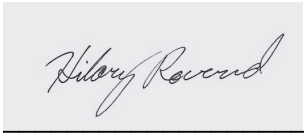
| | | **Name/ Title** | **Signature** | **Date** |
|---|---|---|---|---|
| Up to $5,000 | Department Head | | | |
| Up to $10,000 | Finance Director | | | |
| $5,000 to $10,000 | City Manager | | | |

Over $10,000: Date Approved by City Council: September 22, 2026

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, City Manager



**Meeting Date:** September 22, 2026

**Agenda Item #:**6

**Agenda Item:** Amendment No. 3 to Agreement with Trella Tahoe, Inc. for Snow Removal Operations

**Executive Summary:** Staff is requesting the City Council to approve the amendment to the Professional Services Agreement with Trella Tahoe, Inc. for snow removal operations. This agreement provides snow removal services for the Airport, Fire Department, and Police Department, Library. Also, this agreement removes snow from the Fire Rescue Facility and other areas in the City, plus an on-call portion if needed. The total amount of this contract for the next year, from Nov. 1, 2026, to Apr. 30, 2027, will not exceed $463,959.00. Ater this amendment, there is one additional year remaining at the City's discretion. The contract also includes an allocation of $5,250.00 for New Recreational Center roads and parking lot area snow maintenance this winter.

**Requested Action / Suggested Motions:** Pass a Motion authorizing and directing the Mayor to execute Amendment No. 3 to Agreement with Trella Tahoe, Inc. for snow removal services at the Airport, Fire Department, Police Department, Fire Rescue Facility, Library, New Recreational Center and sidewalks not maintained by City Park forces, plus on-call service as needed for a term of November 1, 2026 to April 30, 2027 in an amount not to exceed $463,959.00.

**Responsible Staff Member:** Milan Jevic, Acting Airport Manager and Mohammad Qureshi, Public Works Director

**Reviewed and Approved By:** Susan Blankenship, City Clerk Olga Tikhomirova, Finance Director Sergio Rudin, Interim City Attorney

**Attachments:**

01-Staff_Report-Amendment_3_to_Agreement_with_Trella_Tahoe.docx
02-Amendment_No_3_to_PSA_with_Trella_Tahoe.docx
03-C-180-2023_Trella_Tahoe_-_signed.pdf
04-C-230-2024 Trella Tahoe Amendment 1.pdf
05-C-211-2025 Trella Tahoe Amendment 2.pdf

# City of South Lake Tahoe
# Report to City Council

## Meeting Date: September 22, 2026

**Title: Amendment No. 3 to Agreement with Trella Tahoe, Inc. for Snow Removal Operations**

**Location:** Citywide

**Responsible Staff Member:** Milan Jevic, Acting Airport Manager and Mohammad Qureshi, Public Works Director

**Background:** The City issued a Request for Proposal on June 28th, 2023, for Snow Removal services during the 2023/2024 winter season with a 4-year option to renew. The project was advertised on Planet Bids on June 28, 2023. Over 400 vendors were notified, and 13 prospective bidders downloaded the bid documents. The bidding period closed on July 19, 2023. The City received one bid from Trella Tahoe, Inc. for a total of $385,390.00.

Amendment No. 1 was approved by Council on September 10, 2024, and invoked the first option year with an amount of $397,722.00. Amendment No. 2 invoked the second option year for an amount of $441,916.00 and was approved by Council on September 23, 2025.

This Contract is crucial to the airport and public works departmental to supplement existing staff resources. These services will close the resource gap and allow the City to manage the Airport and all other City facilities.

**Issue and Discussion:** City staff would like to renew the current contract for the 2026/2027 snow season with a CPI increase. The requested services included the following facilities:

- Lake Tahoe Airport: Lisa Maloff Way, including Lisa Maloff Way roadway
- Police Department Facility: 1352 Johnson Blvd.
- Fire Rescue Stations 1, 2, 3 & Fire Training Center: 1252 Ski Run Blvd., 2951 Lake Tahoe Blvd., 2101 Lake Tahoe Blvd., and 1195 Rufus Allen Blvd.
- Recreation Center, Ice Arena, Harrison Parking Lots, Bijou Park, Senior Center, and Museum Area.
- Public Works and Development Services Parking Lots.
- Selected Sidewalks.
- Optional Hourly Services.
- Library.
- Additional Area at Police Department

For FY2026-27, the City proposes to add the following areas

- New Recreational Center Road and Parking

In addition to the core services, the Contract also allows a not-to-exceed hourly service to provide additional resources to the City, if needed, during heavy storm events or special needs.

**Financial Implications:** The Contract break down of cost is listed in Table 1 below with the CPI increase that will bring the total amount to $463,959.00,

*Table 1: Breakdown of Costs by Facility*

| **Facility** | **Location** | **FY 25-26 Amount** | **FY26-27 w/ 3.8% CPI Adjustment** |
|---|---|---|---|
| Airport Property | 1901 Lisa Maloff Way | $112,696 | $116,978 |
| Airport Rd | 1901 Lisa Maloff Way | $22,107 | $22,947 |
| Police Station | 1352 Johnson Blvd | $10,245 | $10,634 |
| Fire Station 1 | 1252 Ski Run Blvd. | $6,578 | $6,828 |
| Fire Station 2 | 2951 Lake Tahoe Blvd. | $6,578 | $6,828 |
| Fire Station 3 | 2101 Lake Tahoe Blvd. | $6,578 | $6,828 |
| Fire Training Center | 1195 Rufus Allen Blvd. | $3,882 | $4,030 |
| Harrison Avenue Parking Lots | 3 locations along Harrison Ave | $16,985 | $17,630 |
| Ice Arena, Rec Center, Museum, Ambulance, Senior Center | 1176 and 1180 Rufus Allen. 3050, 3058, and 3066 Lake Tahoe Blvd | $33,432 | $34,702 |
| Bijou Park | 1201 Al Tahoe Blvd. | $19,142 | $19,869 |
| Community Playfields Parking Lot | 1300 Al Tahoe Blvd. | $8,493 | $8,816 |
| Public Works Department | 1740 D Street | $8,924 | $9,263 |
| Development Services Department | 1052 Tata Lane | $7,916 | $8,217 |
| City Sidewalks | City Maintained Sidewalks (9.2 Miles) | $135,883 | $141,047 |
| Police Sation Additional Area | 1352 Johnson Blvd | $8,750 | $9,083 |
| Library | 1100 &1000 Rufus Allen | $17,550 | $18,217 |
| Optional On-Call Services | Optional On-Call Services per hr/Max $16,792 ($268.67/hr) | $16,177 | $16,792 |
| **New: Recreational Center Road and Parking** | 1100 &1000 Rufus Allen | **No Service** | ***$5,250** |
| Total | | $441,916 | $463,959 |
| ***No CPI Applied** | | | |

**The** city council approved all budgeting for the snow removal contract on August 25th, 2026. These funds will be loaded for next year's budget cycle on October 1, 2026.

- 501-05130-43022 Airport Airfield Area, Parking Lot, Hangars, $116,978.00
- 207-03610-42025 Lisa Maloff Way, $22,947.00
- 100-03310-42025 for a total of $324,034.00
    - Police Station, $10,634.00
    - Fire Station 1, $6,828.00
    - Fire Station 2, $6,828.00
    - Fire Station 3, $6,828.00
    - Fire Training Center, $4,030.00
    - Harrison Ave. Parking lots, $17,630.00
    - Ice Arena, Old Rec Center, Museum, Ambulance, Senior Center, $34,702.00
    - Bijou Park, $19,869.00
    - Community Playfields Parking Lots, $8,816.00
    - Public Works Department, $9,263.00
    - Development Services Department, $8,217.00
    - City Sidewalks, $141,047.00
    - Optional On-Call Services, $16,792.00
    - Rec Center and Library, $18,217.00
    - Police Department Station- Additional Area, $9,083.00
    - New to 2026-2027 Rec. Center Road and Parking Lot, $5,250

**Environmental Considerations:** The Project is considered Categorically Exempt (CE) from review under CEQA under CEQA Guidelines section 15301 (Existing Facilities) because it consists of operating existing public facilities and mechanical equipment involving negligible or no expansion of use.

**Policy Implications:** Contracting snow operations for City Facilities is consistent with the city-adopted Snow Operations Plan and will maintain a safe and efficient roadway and facilities for public access and use. By contracting this work, the City will have sufficient resources to address the Airport Runway, City Streets, Trails, and City-owned Sidewalks.

**City of South Lake Tahoe**

# Amendment No. 3 to Professional Services Agreement with Trella Tahoe, Inc

This Amendment to the Professional Services Agreement (C-180-2023) between the City of South Lake Tahoe, a municipal corporation ("City"), and Trella Tahoe Inc. ("Consultant") is entered into and effective as of the 1st day of November 2026, extending and amending the Professional Services Agreement ("Agreement") dated November 1st, 2023.

## RECITALS

A. On November 1st, 2023, the "City" entered into the Agreement with Consultant to Trella Tahoe Inc.
B. Amendment No. 1 invoking the first option year was approved by the City on September 10, 2024
C. Amendment No. 2 invoking the second option year was approved by the City on September 23, 2025
D. The Parties now desire to alter the Agreement's Term and Compensation to allow Consultant additional time to complete the Scope of Services.

## AGREEMENT

Section 2 of the Agreement is hereby amended such that the Term ends on April 30th, 2027.

Section 3 and Exhibit B of the Agreement is hereby amended such that the Compensation for FY 26-27, beginning on Nov. 1, 2026, is set to an amount not to exceed $463,959.00, as set forth on the amended Exhibit B attached hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

**CITY OF SOUTH LAKE TAHOE**

By: _____
Cody Bass, Mayor

**CONSULTANT**

By: _____
Phil Trella, Owner

Business License # 011500

**APPROVED AS TO FORM:**

_____
Sergio Rudin, Interim City Attorney

**ATTEST:**

_____
Susan Blankenship, City Clerk

# EXHIBIT B

## SCHEDULE OF CHARGES AND TIMELINE BUDGET

| Facility | Location | FY 25-26 Amount | FY26-27 w/ 3.8% CPI Adjustment |
|---|---|---|---|
| Airport Property | 1901 Lisa Maloff Way | $112,696 | $116,978 |
| Airport Rd | 1901 Lisa Maloff Way | $22,107 | $22,947 |
| Police Station | 1352 Johnson Blvd | $10,245 | $10,634 |
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| Fire Training Center | 1195 Rufus Allen Blvd. | $3,882 | $4,030 |
| Harrison Avenue Parking Lots | 3 locations along Harrison Ave | $16,985 | $17,630 |
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| City Sidewalks | City Maintained Sidewalks (9.2 Miles) | $135,883 | $141,047 |
| Police Sation Additional Area | 1352 Johnson Blvd | $8,750 | $9,083 |
| Recreational Center & Library | 1100 &1000 Rufus Allen | $17,550 | $18,217 |
| Optional On-Call Services | Optional On-Call Services per hr/Max $16,792 ($268.67/hr) | $16,177 | $16,792 |
| **New: Recreational Center Road and Parking** | | **No Service** | ***$5,250** |
| Total | | $441,916 | $463,959 |
| ***No CPI Applied** | | | |

The CPI, All Urban, San Francisco-Oakland-Hayward-CA was used as the basis for calculating the adjustment.

The table provided below outlines the calculation and CPI-U index table in the interest of transparency.

| | |
|---|---|
| Annual CPI for the period ending June 2026 | 369.913 |
| Less CPI for previous period ending June 2025 | 356.460 |
| Equals index point change | 13.546 |
| Divided by previous 12-month reporting period | 356.460 |
| Equals | 0.038000 |
| Result multiplied by 100 | 3.800 |
| Equals percent change= | 3.800% increase<br>(rounded three spaces per contract) |

U.S. BUREAU OF LABOR STATISTICS

HOME | SUBJECTS | DATA TOOLS | PUBLICATIONS | ECONOMIC RELEASES | CLASSROOM | BETA

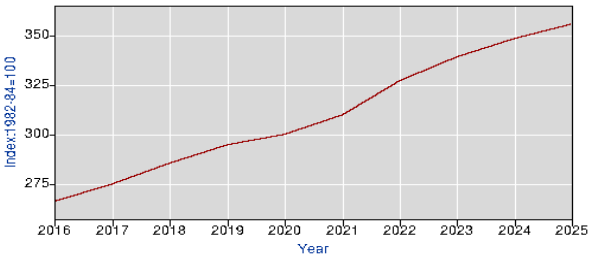
## Databases, Tables & Calculators by Subject

**Change Output Options:** From: 2016 To: 2026 GO
include graphs include annual averages More Formatting Options

Data extracted on: September 4, 2026 (12:29:48 PM)

**Consumer Price Index for All Urban Consumers (CPI-U)**

**Series Id:** CUURS49BSA0
Not Seasonally Adjusted
**Series Title:** All items in San Francisco-Oakland-Hayward, CA, all urban consumers, not seasonally adjusted
**Area:** San Francisco-Oakland-Hayward, CA
**Item:** All items
**Base Period:** 1982-84=100

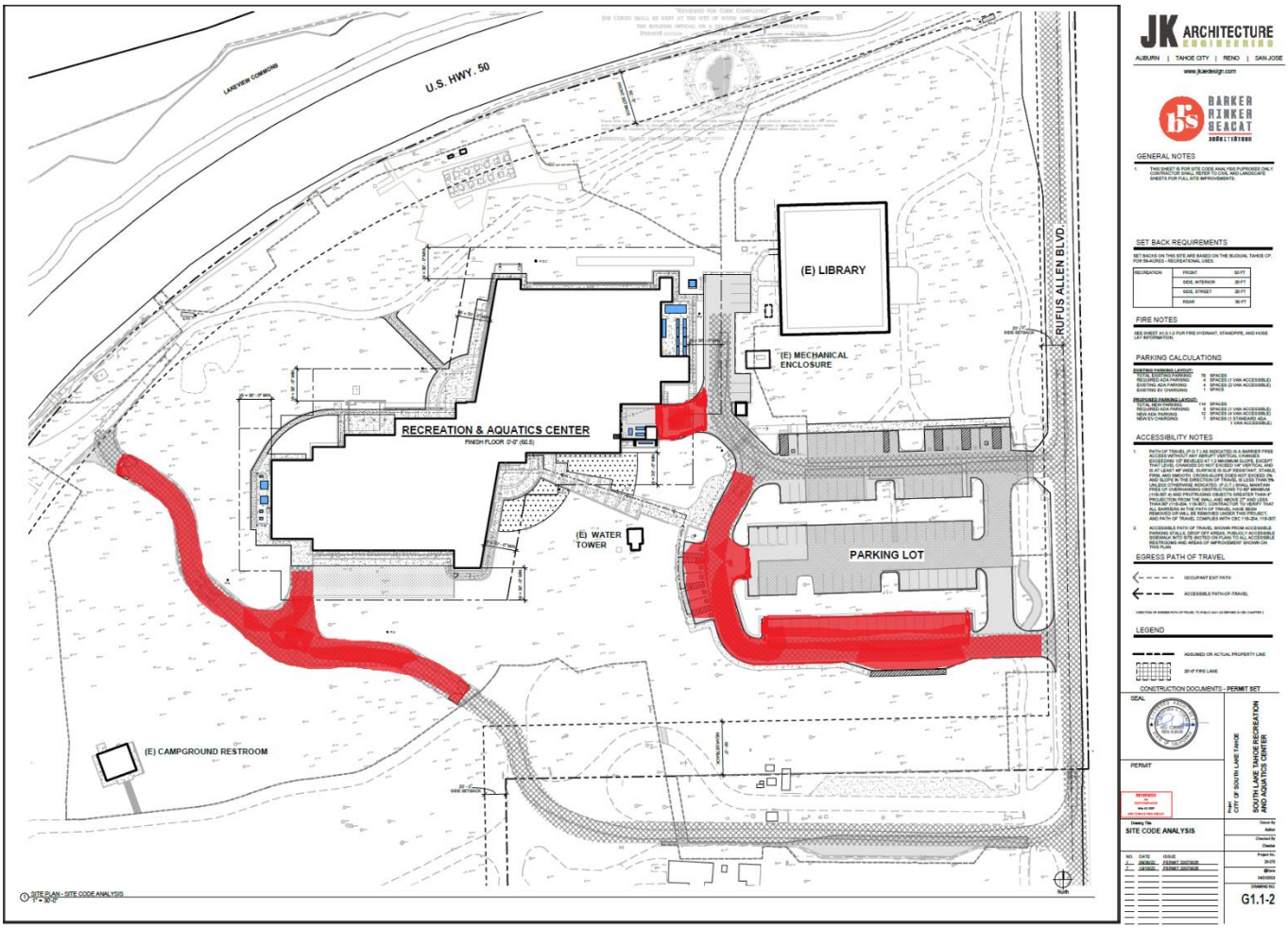



**Download:** xlsx

| Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Annual | HALF1 | HALF2 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **2016** | | 262.600 | | 264.565 | | 266.041 | | 267.853 | | 270.306 | | 269.483 | 266.344 | 263.911 | 268.777 |
| **2017** | | 271.626 | | 274.589 | | 275.304 | | 275.893 | | 277.570 | | 277.414 | 274.924 | 273.306 | 276.542 |
| **2018** | | 281.308 | | 283.422 | | 286.062 | | 287.664 | | 289.673 | | 289.896 | 285.550 | 282.666 | 288.435 |
| **2019** | | 291.227 | | 294.801 | | 295.259 | | 295.490 | | 298.443 | | 297.007 | 295.004 | 293.150 | 296.859 |
| **2020** | | 299.690 | | 298.074 | | 300.032 | | 300.182 | | 301.736 | | 302.948 | 300.084 | 299.109 | 301.059 |
| **2021** | | 304.387 | | 309.419 | | 309.497 | | 311.167 | | 313.265 | | 315.805 | 309.721 | 306.724 | 312.718 |
| **2022** | | 320.195 | | 324.878 | | 330.539 | | 328.871 | | 332.062 | | 331.222 | 327.060 | 323.408 | 330.711 |
| **2023** | | 337.173 | | 338.496 | | 340.056 | | 340.094 | | 341.219 | | 339.915 | 339.050 | 337.689 | 340.411 |
| **2024** | | 345.151 | | 351.247 | | 351.064 | | 349.290 | | 349.370 | | 348.001 | 348.417 | 347.857 | 348.977 |
| **2025** | | 354.432 | | 355.707 | | 356.460 | | 357.992 | | -(X) | | 358.568 | 356.005 | 354.522 | 357.786 |
| **2026** | | 363.211 | | 369.215 | | 369.913 | | | | | | | | 365.906 | |

X : Data unavailable due to the 2025 lapse in appropriations

# New Addition: New Recreation Center Road and Parking Snow Removal




1100 and 1000 Rufus Allen
3 inches of snow respond

CITY OF SOUTH LAKE TAHOE

# PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the **1ST** day of **November 2023** by and between the City of South Lake Tahoe, a municipal corporation ("City") and **Trella Tahoe, Inc.** ("Consultant").

## RECITALS

A. Consultant is specially trained, experienced, and competent to perform the special services which will be required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

## AGREEMENT

1. **Scope of Services**. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

All services provided by consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. **Term/Time of Performance.** The services by Consultant are to commence upon the execution of the Agreement on November 1, 2023 at 12:01 AM PDT and continue until 11:59 PM PDT April 30, 2024, with the option to renew annually at the sole discretion of the City for four (4) additional years between November 1 and May 1 of each year.

3. **Compensation**. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed $385,390.00 without additional written authorization from City. Payment by City under this Agreement shall not be

deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is

contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

4. **Method of Payment**. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. **Extra Work.** At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without prior written authorization from City.

6. **Termination.** This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation, or expiration.

7. **Ownership of Documents.** All plans, studies, documents, and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. **Consultant's Books and Records**.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from records shall be available at Consultant's address indicated for the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor, or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained at City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

**9. Independent Contractor.** It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors, or subcontractors hired or retained by Consultant are employees, agents, contractors, or subcontractors of Consultant and not of the City.

City is not required to make any deductions or withholdings form the compensation payable to Consultant under the provisions of this Contract and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third-party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

**10. Interest of Consultant.** Consultant, (and principals, associates, and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation, or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,

b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation, or counsel. [FPPC Reg. 18700(a) (2)].

11. **Professional Ability of Consultant.** City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. **Compliance with Laws.** Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances, and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations, and codes of federal, state, and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials, and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

13. **Licenses.** Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services is performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.
14. **Indemnity**. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees, and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges, and expenses and causes of action of whatsoever arising out of or in any way connected with this Agreement, and consultant's work under this Agreement.

**15. Insurance Requirements.**

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all the subcontractor's employees. Any notice of cancellation of all

Workers' Compensation policies must be received by City at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non- owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing an AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. City, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations. ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.

iv. The insurer waives all rights of subrogation against City except for Consultant's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees, or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents, or volunteers.

vi. No policies of insurance carried by Consultant shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City Attorney by Certified Mail.

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount, and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract

until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

16. **Notices.** Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

**If to City:** City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

**Provide a copy to:** City Attorney's Office
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

**If to Consultant:** Phil Trella, Owner
930 Mule Deer Circle
South Lake Tahoe, CA 96150
Email: Phil@trellatahoe.com
Phone: (530) 318-8537

17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

18. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to

this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

23. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug- Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).

b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

i. The dangers of drug abuse in the workplace.
ii. The person's or organization's policy of maintaining a drug-free workplace. iii. Any available counseling, rehabilitation, and employee assistance program; and iv. Penalties that may be imposed upon employees for drug abuse violations.

c. Provide, as required by Government Code Section 8355(c), that every employee who performs grant activities under this Agreement:

i. Will receive a copy of the Consultant's drug-free policy statement; and ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement, or both, and Consultant may be ineligible for award of any future City agreements if City determines that any of the following has occurred: the Consultant.
(1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

24. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in **Exhibit C**. Further, Consultant shall require that the language of the certification in **Exhibit C** be included in all contracts or subcontracts entered into in connection with this Agreement and that all Consultants and contractors shall certify and disclose accordingly.
25. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

26. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et.seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.

27. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

29. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

31. Time is of the essence. Time is of the essence for this Agreement.

32. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the date first written above.

| **CITY OF SOUTH LAKE TAHOE:** | **CONSULTANT:** |
|---|---|
| **By:** Cody Bass (Sep 15, 2023 16:11 PDT) | **By:** Phillip Trella (Sep 23, 2023 09:55 PDT) |
| Cody Bass, Mayor Pro Tem | **Phil Trella, Owner** |
| Sep 15, 2023 Date | Sep 23, 2023 Date |

**Business License #:** **011500**

**APPROVED AS TO FORM:**

**By:** Heather Stroud (Sep 14, 2023 14:13 PDT)

Heather Stroud, City Attorney — Sep 14, 2023 Date

**ATTEST**

**By:** Sue Blankenship (Sep 14, 2023 11:39 PDT)

Susan Blankenship, City Clerk — Sep 14, 2023 Date

**Attachments:**

**Exhibit A-Scope of Services**
**Exhibit B-Compensation Schedule**
**Exhibit C-Anti-Lobbying Certification**
**Exhibit D- Prevailing Wage**
**Exhibit E- COI**

# EXHIBIT A

## SCOPE OF SERVICES

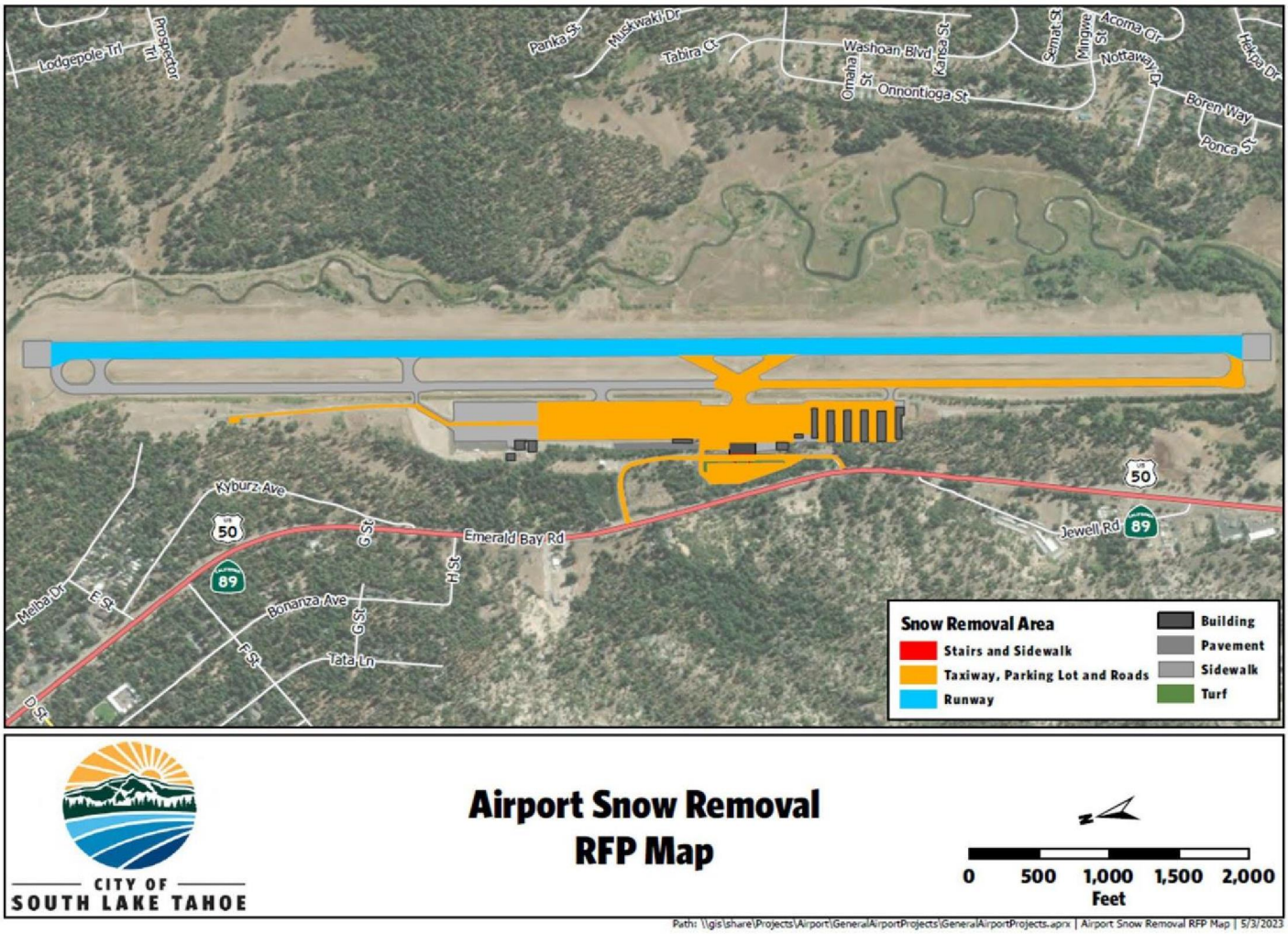
# INTRODUCTION

## 1. Background & Scope of Work

The Contractor will provide equipment and manpower necessary to clear snow from certain paved portions of the Lake Tahoe Airport, City Police Station Headquarters, Fire Rescue Station 1, 2, 3, Fire Training Center and various other areas within City jurisdictional boundary based on need. This seasonal snow removal contract is for a six-month contract period. Contracts start on November 1, 2023, and span until April 30, 2024. All contracts with the City of South Lake Tahoe require a contractor to maintain a City of South Lake Tahoe Business License. A City of South Lake Tahoe Business License can be obtained online from the address: https://cityofslt.us/451/Business-Professions-Tax

**IMAGE 1**

**Lake Tahoe Airport Contract Snow Removal Areas Are Shaded.**



## Image 2 Sidewalk and Stairs at Airport



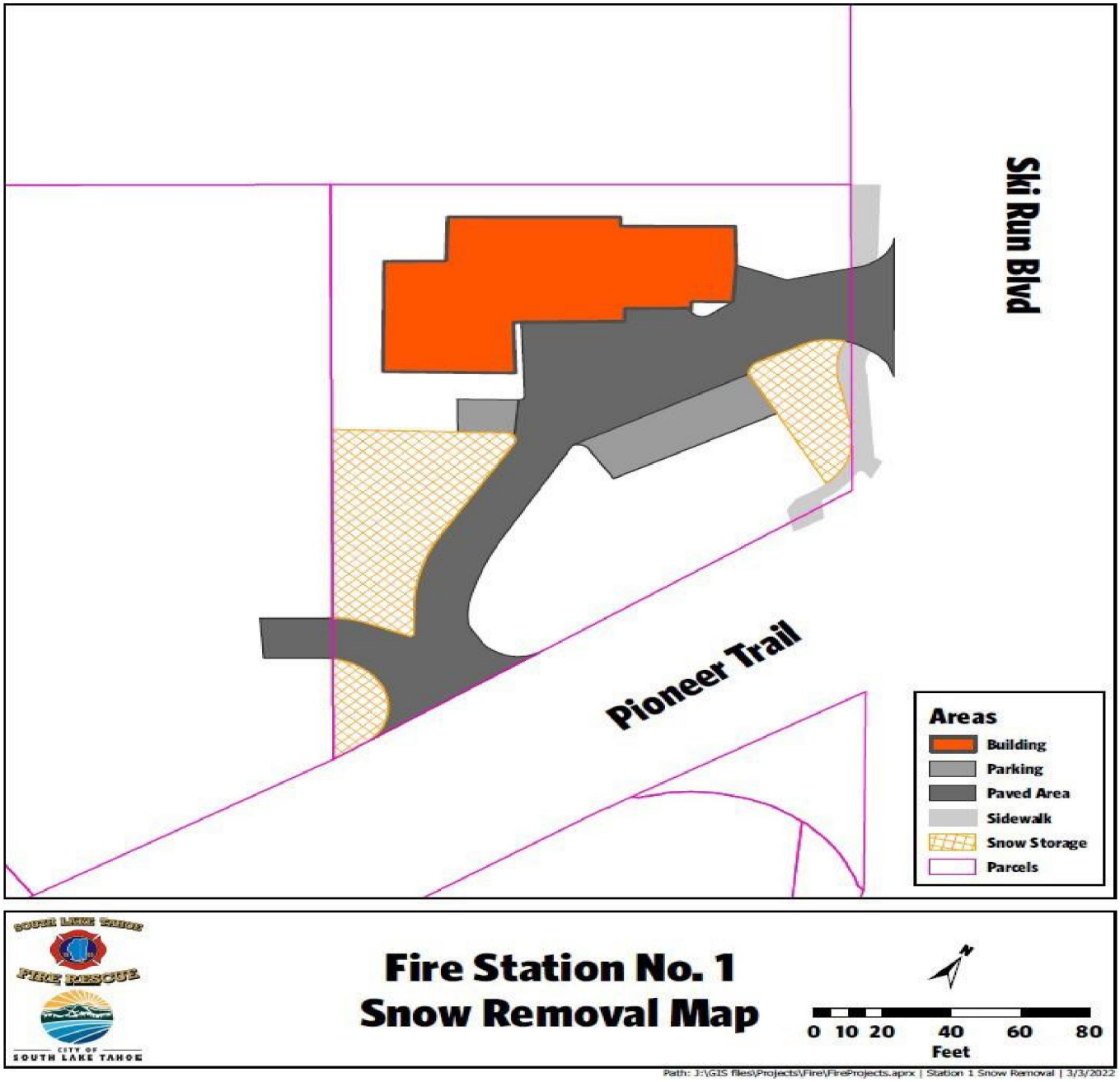
**1901 Lisa Maloff Way, South Lake Tahoe, CA 96150**

## Image 3
## City Police Station Headquarters Snow Removal Areas are Shaded.

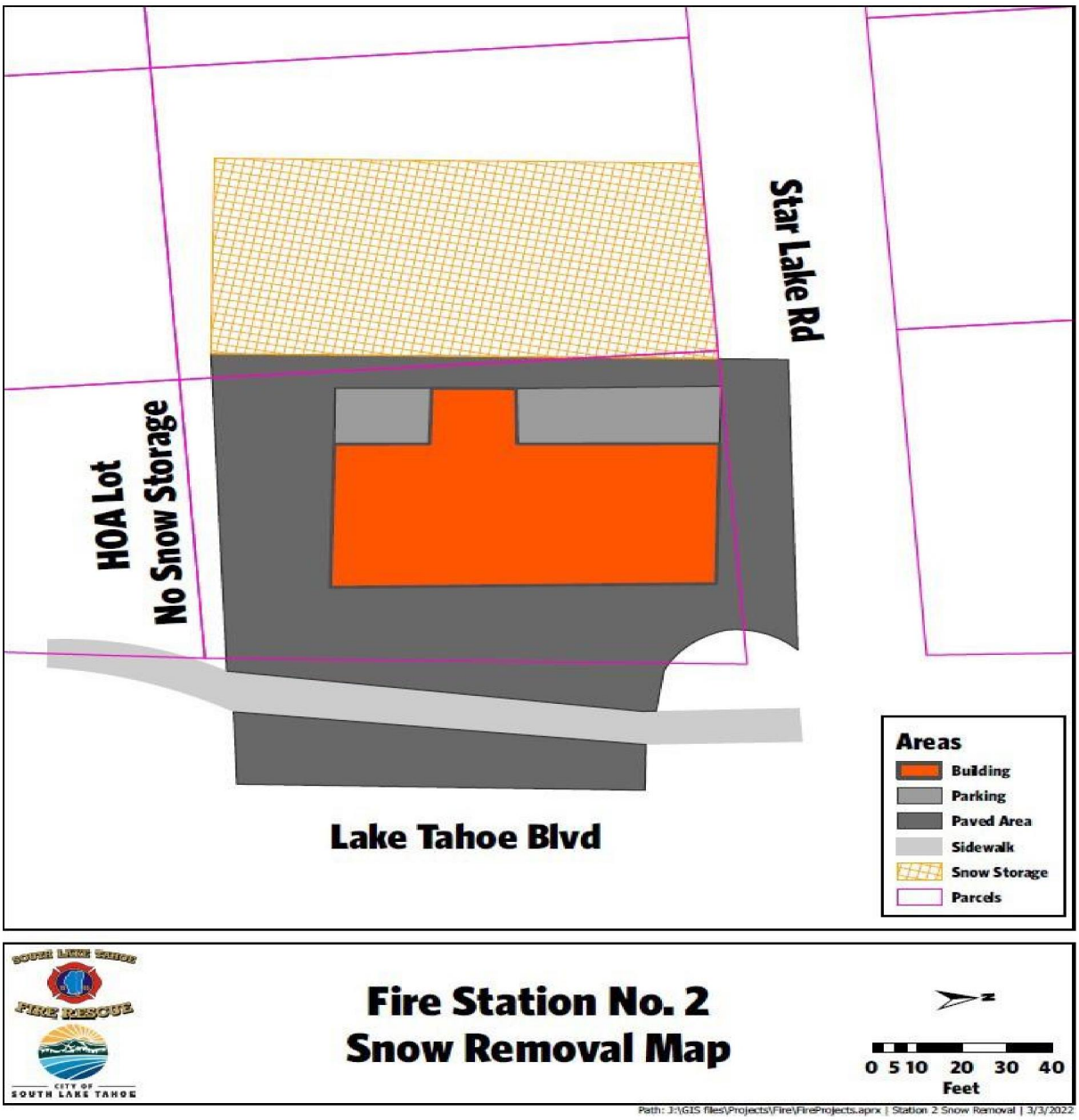


**1352 Johnson Blvd., South Lake Tahoe, CA 96150**

## Image 4
## Fire Station 1

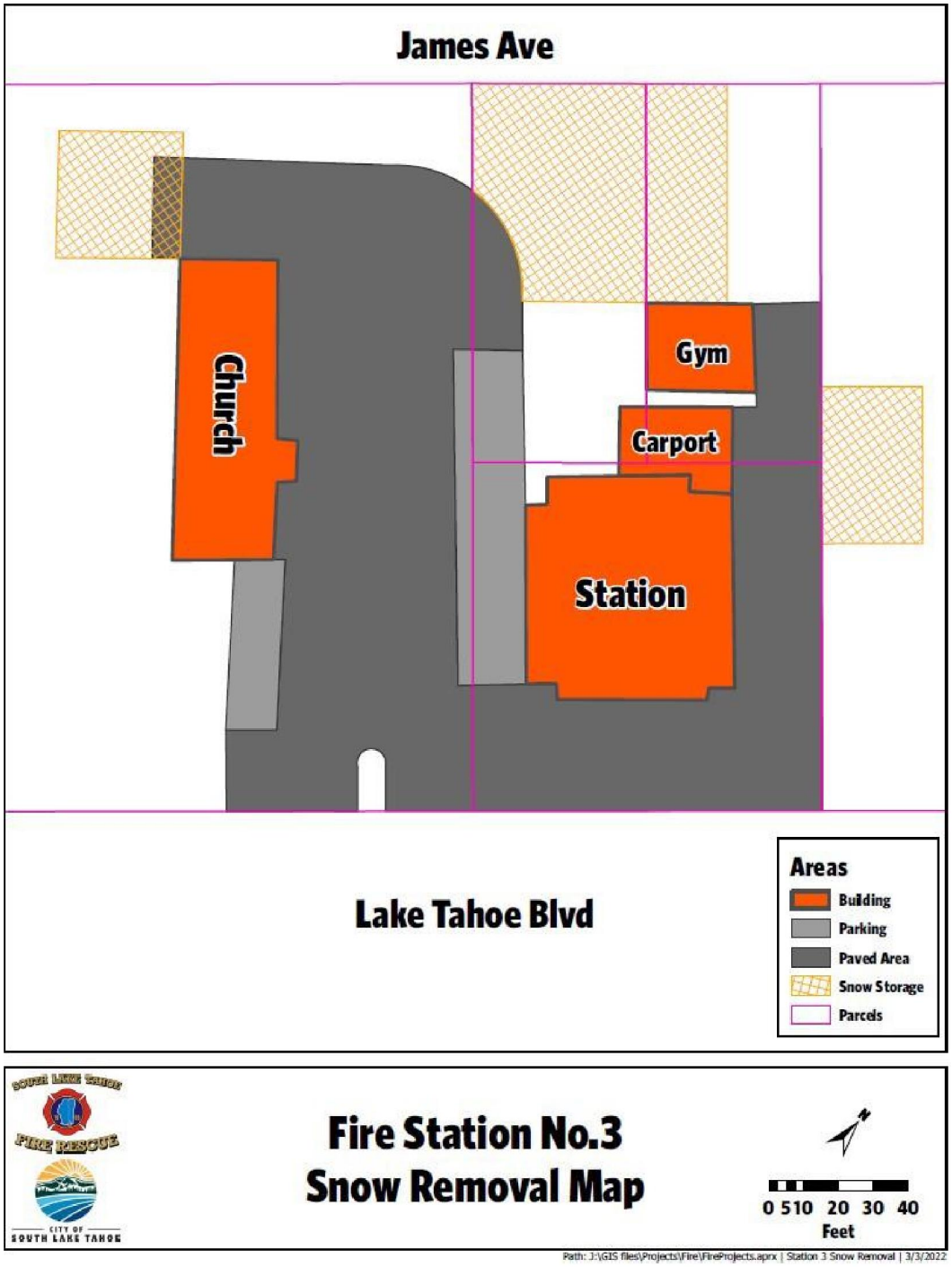



**1252 Ski Run Blvd.**
**IMAGE 5 Fire Station 2**




**2951 Lake Tahoe Blvd., South Lake Tahoe, CA 96150**

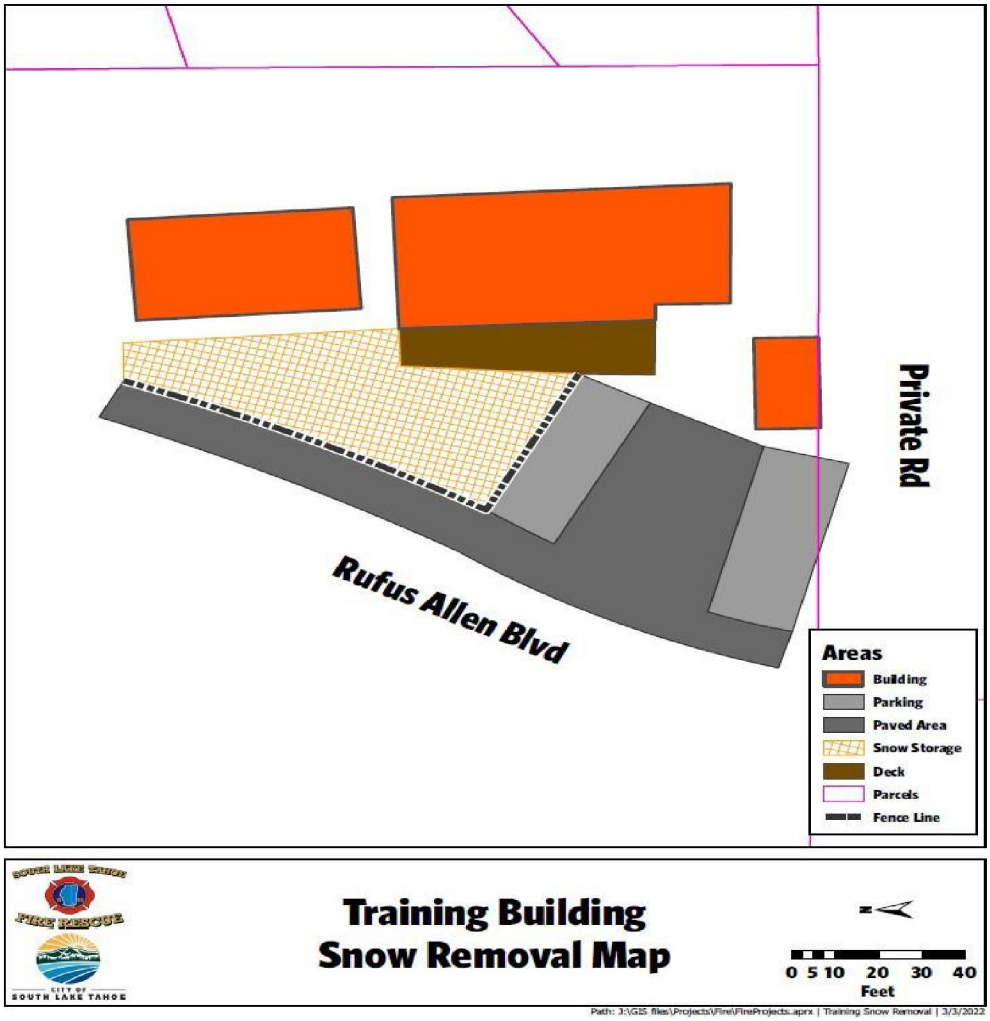
**Image 6**
**City Fire Rescue Station 3 Snow Removal Areas are Shaded.**




**2101 Lake Tahoe Blvd., South Lake Tahoe, CA 96150**

**Image 7**

**City Fire Rescue Training Center Snow Removal Areas are Shaded.**




**1195 Rufus Allen Blvd., South Lake Tahoe, CA 96150**

## City Police Station Headquarters

All paved parking Areas inside fence will be cleared, dirt road between two parking areas will be cleared, entrance nearest the cemetery will be cleared.

## City Fire Rescue Stations

At the four Fire Rescue Facilities identified the standard to start snow removal operations is when 3" or more of snow is observed on pavements at any one of the facilities. The snow should not be allowed to accumulate more than 3" at any Fire Station as these are mission critical infrastructure to the community. During a prolonged winter storm event, a Contractor should plan on multiple site visits to the Fire Rescue Stations to ensure that snow accumulations remain 3 inches or below during a 24-hour period. Please note these facilities are staffed 24/7/365. Graveyard shift work maybe required. The ramp areas and vacant parking should be cleared for station shift change scheduled at 0600 hours daily. The Fire Rescue Training Facility located at 1195 Rufus Allen Blvd., South Lake Tahoe, CA 96150 can be cleared once a day rather than at the 3-inch snow depth limit. Clearing can occur late morning through early afternoon as Contractor schedule permits. Snow storage locations are depicted on maps provided by Fire Rescue.

All paved parking areas will be cleared at Fire Stations 1, 2, and 3 and the fire station training facility. This contract includes 2101 Lake Tahoe Blvd, 2951 Lake Tahoe Blvd, and 1252 Ski Run Blvd and 1195 Rufus Allen Blvd.

## Lake Tahoe Airport

The airport is requesting that a push or tracked snow blower is employed during snow removal operations to clear snow on the North face of the hangars. The snow between the face of the building to a distance of 4-7 feet out from the hangar building face for each hangar. The remaining snow can be removed using a loader or comparable equipment. Mechanical snow removal operations will commence after snow accumulations on airside airport property reaches one inch (1") or greater in accumulated snow depth and three inches (3") on landside airport property. The snow contractor will be expected to dispatch a removal crew when these conditions are observed. The airport will not be required to request service. The airport will only request service if it discovers that a snow removal crew was never dispatched by the contractor.



The date and times of service under this contract are dependent on local winter weather conditions and can require multiple site visits should snow accumulations reach more than one inch (1") more than once in a 24-hour period.

The airport is open seven days a week, 365 days per year. The Snow Removal Contractor agrees to meet its obligations to clear snow from 5:00 am – 10:00 pm when conditions warrant or at the airport manager's discretion.

When snow conditions exist on the ground at a depth of 1" or greater, the Contractor. agrees to clear a route along Lisa Maloff Way (formerly Airport Road) to allow for entry and exiting of vehicles and at minimum of fifteen (15) vehicle spaces at the public airport parking lot by 6:30 a.m. to allow the opening of City/Airport/Tenant offices at 7:00 am daily. Additional vehicle parking spaces can be cleared after the initial 15 spaces are available at 6:30 a.m.

Contractor agrees to adhere to the Lake Tahoe Airport Winter Operations Plan provided (Exhibit A). **Contractor agrees to provide required equipment in all vehicles used on the airfield to include the following:**

- Aviation Radio & Headset
- Snow Tires without chains

Contractor is also required to complete airfield movement area training with the airport maintenance supervisor prior to driving on the airfield.

**Responsibilities**

1. Clear snow from the surface of Lisa Maloff Way and ensure snow berms created from U.S. Hwy 50 (Caltrans) snow removal operations are removed allowing access into and out from the airport. Clear snow starting at the terminal frontage curbs, steps from the parking lot to the building, and sidewalk in front of the terminal building.

2. Clear fifteen vehicle parking spots along the Eastern row of the public airport parking lot during any storm daily before 6:30 am Pacific Time (Frequency storm to storm when snow accumulation reaches depth of 3" or more. May require more than one visit by Contractor in one day if conditions warrant).

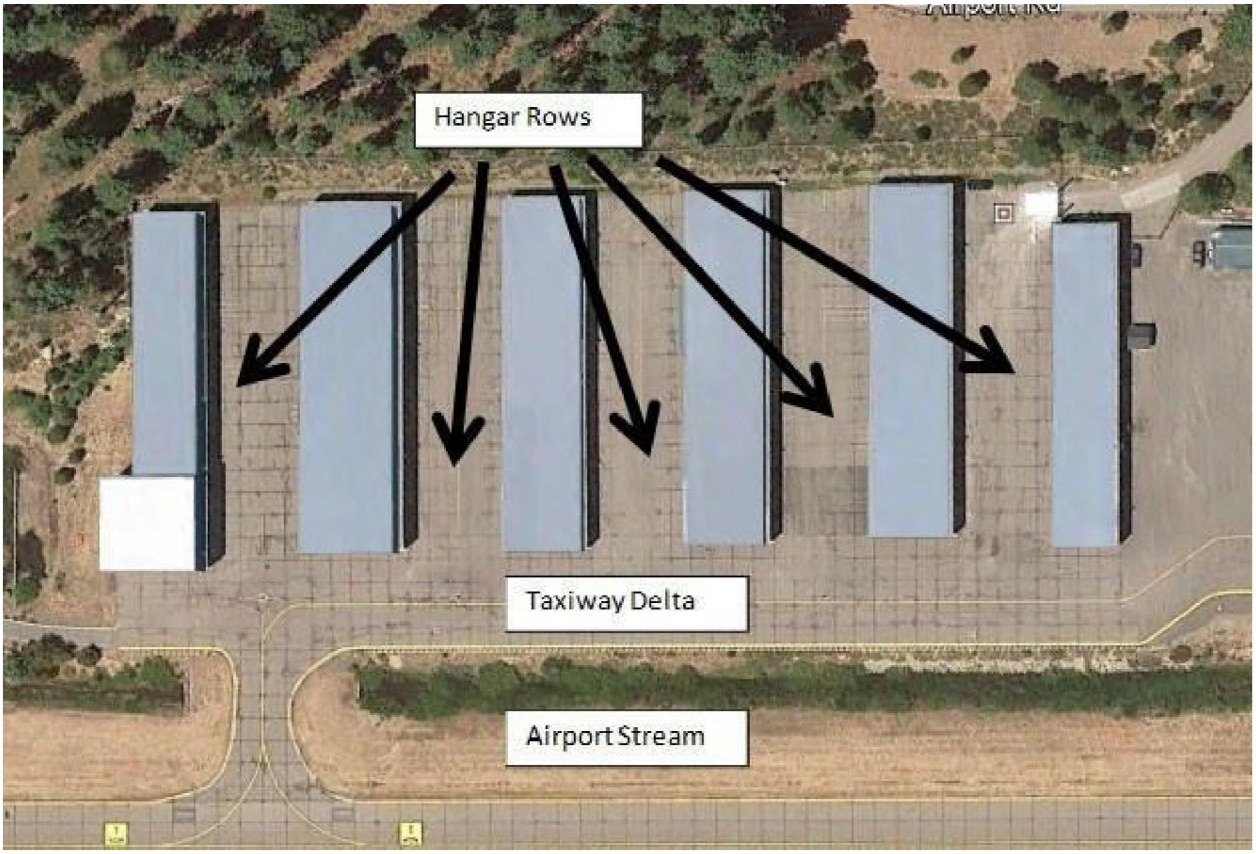
3. Clear the remaining vehicle parking spaces in the public parking lot by pushing snow West towards U.S. Highway 50. Clean up snow on Airport Road providing for two lanes at the entry and exit and the single lane road access to the city owned hangars and the other single lane road access to Gate V1. (Frequency storm to storm when snow accumulation reaches depth of 3" or more. May require more than one visit by the Contractor in one day if conditions warrant)

4. Contractor will clear in between hangar buildings pushing snow east and piling the snow as far East along Taxi Lane Delta. Snow will be piled on Taxi Lane Delta. Contractor is required to remove snow leaving no berms over two feet.

5. Contractor will clear snow on the General Aviation Ramp, Cal Star Ramp, Taxiways Alpha, Bravo, Echo, Foxtrot, and fuel farm road every snowstorm of one inch (1") or more. Also ensuring no berms to exceed two feet high on the movement area.

6. Contractor will be on-call for snow removal on runway 18/36 as needed at the airport managers discretion, which will be at the hourly rate.

8. Contractor agrees to store equipment at the airport in hangar E-8 or if needed two hangars at the airports price, plus $100 in utility costs per month.




The Contractor agrees to clear hangar rows in a timely manner post-storm event or upon request by the airport.

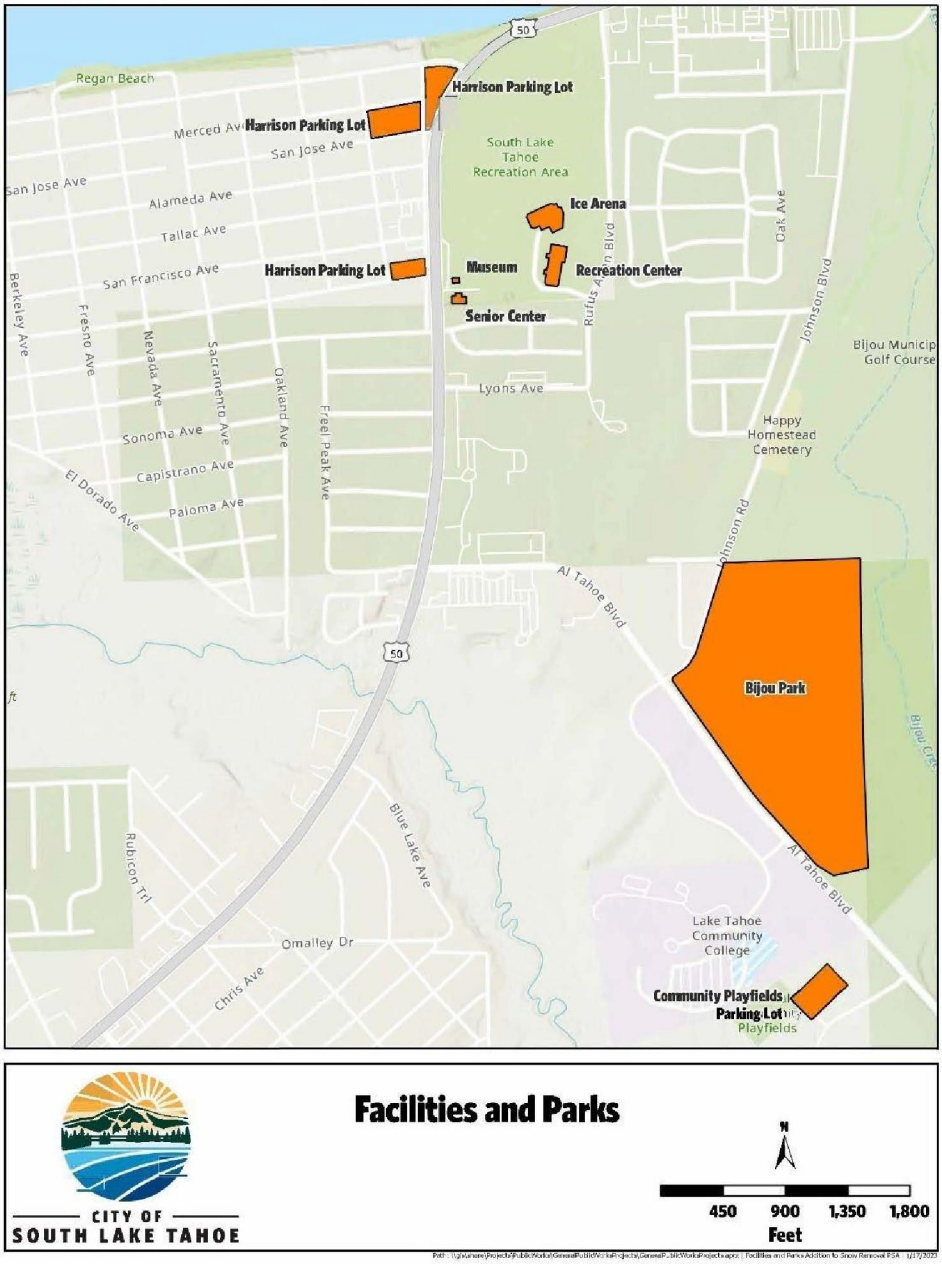
The Contractor is not responsible for the following snow removal activities at the Airport under this contract:

A. Sanding of roadway, parking lot or any paved areas,
B. Clearing of snow from sidewalks and pedestrian areas,
C. Clearing of snow from areas not specified in this contract unless directed by the Airport Manager through on-call services specified in this RFP,
D. Placing any snow melt chemicals on any surfaces at the airport,

At no time and under no circumstances will Snow Removal Contractor equipment or personnel access Runway 18/36 without the expressed permission of the airport manager. The Contractor acknowledges that aircraft, rotorcraft, and emergency vehicles always have the right of way.

## Park and Recreation Facilities

The Parks and Recreation Facilities include the public driving lanes and surface parking and access area for the following facilities: Ice Arena, Recreation Center, Senior Center, Museum/Ambulance Area along US 50, Harrison Parking Lots – 3 locations)., Bijou Park, and Community Playfield Parking Lot as shown on the map below.




# Public Works and Development Services Parking Lots and City Sidewalks

The Contract will include snow removal at 1740 D Street (Public Works Department) and 1052 Tata Lane (Development Services) Parking Lots. Parking Lots must be plowed starting 6 AM with a 3" snow accumulation.

The sidewalks are typically 4-8 feet wide and must be plowed with walk-behind blowers or other mechanical equipment. The base contract will include **6.7 miles** of City Maintained Sidewalks, see map below. The Contractor shall submit bids for an additive sidewalk maintenance for **20.0 miles** which are shown in non-maintained map of sidewalks shown below. The additive item is subject to future City Council direction.


Lake Tahoe
CITY OF
SOUTH LAKE TAHOE
Sidewalks in South Lake Tahoe, CA
City Boundary
Sidewalks in Contract
Sidewalks Not in Contract
0
0.35
0.7
0.75
Miles

## No Show

Failure to provide mechanical snow removal operations after snow accumulations on airside airport property reaches one inch (1") or greater in accumulated snow depth and three inches (3") on landside airport and other City properties will result in a $3000.00 deduction per occurrence from the contract price. City Officials will contact the snow removal contractor if City Fire, Police, Airport or Public Works management observes that a response has not yet been initiated by the snow removal contractor. Failure to respond within a three-hour period after telephone notification from City officials is considered a "no-show" and will be subject to the $3,000 deduction in payment. City Officials will only call the snow removal contractor in the event that 3 inches or more snow is observed on the ground at one of the city facilities identified in this RFP. No show provisions do not apply to on demand call outs made for snow removal services based on City need. These will be coordinated as needed between the Contractor and the City.

# EXHIBIT B

## SCHEDULE OF CHARGES AND TIMELINE
## BUDGET

| Site | Location | Bid Amount |
|---|---|---|
| Airport Property | 1901 Lis Maloff Way | $125,000.00 |
| Police Station | 1352 Johnson Blvd. | $9,500.00 |
| Fire Station 1 | 1252 Ski Run Blvd. | $6,100.00 |
| Fire Station 2 | 2951 Lake Tahoe Blvd. | $6,100.00 |
| Fire Station 3 | 2101 Lake Tahoe Blvd. | $6,100.00 |
| Fire Training Center | 1195 Rufus Allen Blvd. | $3,600.00 |
| Harrison Avenue Parking Lots | 3 locations along Harrison Ave | $15,750.00 |
| Ice Arena, Rec Center, Museum, Ambulance, Senior Center | 1176 and 1180 Rufus Allen; 3050, 3058, and 3066 Lake Tahoe Blvd | $31,000.00 |
| Bijou Park | 1201 Al Tahoe Blvd. | $17,750.00 |
| Community Playfields Parking Lot | 1300 Al Tahoe Blvd. | $7,875.00 |
| Public Works Department | 1740 D Street | $8,275.00 |
| Development Services Department | 1052 Tata Lane | $7,340.00 |
| ~~City Maintained Walkways~~ | ~~City Maintained Sidewalks (6.7 Miles)~~ | ~~$42,000.00~~ |
| Optional other City Sidewalks | Optional other City Sidewalks (22.6 Miles) | $126,000.00 |
| Optional On-Call Services | Optional On-Call Services per hr/Max $15,000 ($240/hr) | $15,000.00 |

**TOTAL $385,390.00**

**Total (Not to Exceed): $385,390.00**

# TIMELINE

Contract begins at 12:01am on November 1, 2023, and ends on 11:59pm on April 30th, 2023.
Snow response requirements are provided in Exhibit A: Scope of Services.

# EXHIBIT C

## ANTI-LOBBYING CERTIFICATION

**Consultant shall submit to City this certification prior to or at the time of the execution of this Agreement.**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant:

**By:** Phillip Trella
Phillip Trella (Sep 23, 2023 09:55 PDT)

**Phil Trella, Owner**

**Date:** Sep 23, 2023

# EXHIBIT D

Prevailing Wages Required. Pursuant to the provisions of California Labor Code, Sections 1770 to 1780, inclusive thereof, Consultant, and any subcontractor, of any tier, shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Consultant must comply with all applicable requirements of the California Labor Code, including, without limitation, all requirements set forth in Division 2, Part 7, Chapter 1. Attention is specifically directed to the following sections of the California Labor Code: Prevailing Wage Requirements (§§ 1771.5 and 1776); Apprentices (§1777.5); Working Hours (§§ 1810 to 1815); Workers' Compensation (§ 1860); and Protection of Workers in Trench Excavations (§§ 6705 and 6707). In accordance with Labor Code section 1771.5, that the Project is subject to monitoring and enforcement by the Department of Industrial Relations pursuant to 8 Cal. Code Reg. §§16450 through 16464, including the obligation to furnish certified payroll records directly to the Division of Labor Standards Enforcement's Compliance Monitoring Unit (CMU), using the CMU's electronic certified payroll reporting (eCPR) system.

Pursuant to the provisions of California Labor Code Section 1773.2, Consultant is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the Work is to be performed for each craft, classification, or type of worker required to execute the Agreement, are on file in the City's office. Consultant agrees that not less than said prevailing rates shall be paid to workers employed on this public works contract as required by Labor Code Section 1774. These rate determinations are found on the State of California Department of Industrial Relations' website at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

Pursuant to the provisions of California Labor Code Section 1813, Consultant or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars ($25) for each worker employed in the execution of the Agreement by the respective Consultant or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract and shall report them to the Division of Labor Standards Enforcement.

# EXHIBIT E

## Certificate of Insurance

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/21/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: Elizabeth Fenley | |
|---|---|---|
| A to Z Insurance Services, LLC<br>PO Box 1190<br>Zephyr Cove NV 89448 | PHONE (A/C, No, Ext): (530) 541-5300 | FAX (A/C, No): |
| | E-MAIL ADDRESS: libi@atozins.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Northfield Insurance Company | 27987 |
| INSURED<br>Trella Tahoe Inc<br>930 Mule Deer Cir<br>South Lake Tahoe CA 96150 | INSURER B : | |
| | INSURER C : State Compensation Insurance Fund | 35076 |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 23 Master **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | | WS493708 | 01/24/2023 | 01/24/2024 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 9282725 | 08/25/2023 | 08/25/2024 | [X] PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

City of South Lake Tahoe is listed as additional insured with respect to work performed.

**CERTIFICATE HOLDER**

City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe CA 96150

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

E Fenley

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/22/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing | |
|---|---|---|
| Progressive Insurance<br>PO Box 94739, Cleveland, OH 44101 | PHONE (A/C, No, Ext): 1-800-444-4487 | FAX (A/C, No): |
| | E-MAIL ADDRESS: progressivecommercial@email.progressive.com | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Progressive Express Ins | 10193 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**

TRELLA TAHOE INC
930 MULE DEER CIRCLE
SOUTH LAKE TAHO, CA 96150

**COVERAGES** **CERTIFICATE NUMBER:** 975357476049940586D082223T183416 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | **COMMERCIAL GENERAL LIABILITY**<br>☐ CLAIMS-MADE ☐ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT ☐ LOC<br>☐ OTHER: | | | | | | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $<br>$<br>$<br>$<br>$<br>$<br>$ |
| A | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | N | N | 004149650 | 02/23/2023 | 08/23/2023 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $2,000,000<br>$<br>$<br>$<br>$ |
| | ☐ **UMBRELLA LIAB** ☐ OCCUR<br>☐ **EXCESS LIAB** ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE<br>$ | $<br>$<br>$ |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐<br>**(Mandatory in NH)**<br>If yes, describe under<br>DESCRIPTION OF OPERATIONS below | N / A | | | | | ☐ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**

TRELLA TAHOE INC
930 MULE DEER CIRCLE
SOUTH LAKE TAHO, CA 96150

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

Mark Pasch

C-180-2023

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AGENCY CUSTOMER ID: _____

LOC #: _____

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | | NAMED INSURED |
|---|---|---|
| Progressive Insurance | | TRELLA TAHOE INC<br>930 MULE DEER CIRCLE<br>SOUTH LAKE TAHO, CA 96150 |
| POLICY NUMBER | | |
| 004149650 | | |
| CARRIER | NAIC CODE | |
| Progressive Express Ins | 10193 | EFFECTIVE DATE: 02/23/2023 |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

## Additional Coverages

| Insurance coverage(s) | Limits |
|---|---|
| Uninsured/Underinsured Motorist | $15,000/$30,000 |

**Liability coverage may not apply to all scheduled vehicles.**



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# C-180-2023 Trella Tahoe

Final Audit Report 2023-09-23

| | |
|---|---|
| Created: | 2023-09-14 |
| By: | jo Mcdonough (jmcdonough@cityofslt.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAANMVcS2HHkxGds3E544qsm1vVPpvKhnoL |

## "C-180-2023 Trella Tahoe" History

Document created by jo Mcdonough (jmcdonough@cityofslt.us)
2023-09-14 - 6:21:55 PM GMT- IP address: 128.92.136.146

Document emailed to Sue Blankenship (sblankenship@cityofslt.us) for signature
2023-09-14 - 6:23:52 PM GMT

Email viewed by Sue Blankenship (sblankenship@cityofslt.us)
2023-09-14 - 6:30:19 PM GMT- IP address: 104.47.64.254

Document e-signed by Sue Blankenship (sblankenship@cityofslt.us)
Signature Date: 2023-09-14 - 6:39:43 PM GMT - Time Source: server- IP address: 128.92.136.146

Document emailed to Heather Stroud (hstroud@cityofslt.us) for signature
2023-09-14 - 6:39:45 PM GMT

Email viewed by Heather Stroud (hstroud@cityofslt.us)
2023-09-14 - 9:08:38 PM GMT- IP address: 104.47.65.254

Document e-signed by Heather Stroud (hstroud@cityofslt.us)
Signature Date: 2023-09-14 - 9:13:36 PM GMT - Time Source: server- IP address: 128.92.136.146

Document emailed to cbass@cityofslt.us for signature
2023-09-14 - 9:13:38 PM GMT

Email viewed by cbass@cityofslt.us
2023-09-15 - 11:11:07 PM GMT- IP address: 174.236.227.92

Signer cbass@cityofslt.us entered name at signing as Cody Bass
2023-09-15 - 11:11:28 PM GMT- IP address: 174.236.227.92

Document e-signed by Cody Bass (cbass@cityofslt.us)
Signature Date: 2023-09-15 - 11:11:30 PM GMT - Time Source: server- IP address: 174.236.227.92

Document emailed to phil@trellatahoe.com for signature

2023-09-15 - 11:11:32 PM GMT

Email viewed by phil@trellatahoe.com

2023-09-16 - 1:48:21 AM GMT- IP address: 108.147.93.60

Email viewed by phil@trellatahoe.com

2023-09-23 - 4:54:02 PM GMT- IP address: 47.25.112.101

Signer phil@trellatahoe.com entered name at signing as Phillip Trella

2023-09-23 - 4:55:29 PM GMT- IP address: 47.25.112.101

Document e-signed by Phillip Trella (phil@trellatahoe.com)

Signature Date: 2023-09-23 - 4:55:31 PM GMT - Time Source: server- IP address: 47.25.112.101

Agreement completed.

2023-09-23 - 4:55:31 PM GMT

**CITY OF SOUTH LAKE TAHOE**
# AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

This Amendment to the Professional Services Agreement between the City of South Lake Tahoe, a municipal corporation ("City"), and Trella Tahoe Inc. ("Consultant") is entered into and effective as of the 1st day of November 2024, extending and amending the Professional Services Agreement ("Agreement") dated November 1, 2023.

## RECITALS

A. On November 1, 2023, the City entered into the Agreement with Consultant to provide snow removal services at various City facilities and sidewalks.

B. The Parties now desire to alter the Agreement's Term and Compensation to extend the Agreement for one year.

## AGREEMENT

Section 2 of the Agreement is hereby amended such that the Term is extended for one year to end on April 30, 2025.

Section 3 and Exhibit B of the Agreement is hereby amended such that the Compensation for FY24-25, beginning on November 1, 2024, is set an amount not to exceed $397,722.00, as set forth on the amended Exhibit B attached hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

**CITY OF SOUTH LAKE TAHOE**

By: Cody Bass
Cody Bass (Sep 16, 2024 13:31 PDT)
Cody Bass, Mayor

**CONSULTANT**

By: Phil Trella
Phil Trella (Sep 16, 2024 14:05 PDT)
Phil Trella, Owner

Business License # 011500

**APPROVED AS TO FORM:**

Heather Stroud (Sep 11, 2024 16:22 PDT)
Heather Stroud, City Attorney

**ATTEST:**

Susan Blankenship (Sep 11, 2024 11:44 PDT)
Susan Blankenship, City Clerk

CITY SEAL:

LAKE TAHOE airport

July 24th, 2024

Philip Trella
930 Mule Deer Circle
South Lake Tahoe, CA 96150

Re: Professional Services Agreement: Snow Removal CPI Adjustment

Dear Mr. Trella,

Please be advised, the 2024-2025 Professional Services Agreement for snow removal has been updated to include the annual CPI increase. The CPI, All Urban, San Francisco-Oakland-Hayward-CA was used as the basis for calculating the adjustment.

The table provided below outlines the calculation and CPI-U index table in the interest of transparency.

| | |
|---|---|
| Annual CPI for the period ending June 2024 | 351.064 |
| Less CPI for previous period ending June 2023 | 340.094 |
| Equals index point change | 11.008 |
| Divided by previous 12-month reporting period | 340.056 |
| Equals | 0.0323 |
| Result multiplied by 100 | 3.2 |
| Equals percent change= | 3.2% increase<br>(rounded three spaces per contract) |

If you have any questions or concerns, please do not hesitate to contact the Airport Manager.

Sincerely,

*John Dickinson*

John Dickinson, C.M.
Airport Manager
1901 Lisa Maloff Way, Suite 100
South Lake Tahoe, CA 96150

# EXHIBIT B

# SCHEDULE OF CHARGES AND TIMELINE
# BUDGET

| Site | Location | Bid Amount | Annual 3.2% CPI Increase |
|---|---|---|---|
| Airport Property | 1901 Lisa Maloff Way | $104,500.00 | $107,844.00 |
| Airport Road | 1901 Lisa Maloff Way | $20,500.00 | $21,156.00 |
| Police Station | 1352 Johnson Blvd. | $9,500.00 | $9,804.00 |
| Fire Station 1 | 1252 Ski Run Blvd. | $6,100.00 | $6,295.00 |
| Fire Station 2 | 2951 Lake Tahoe Blvd. | $6,100.00 | $6,295.00 |
| Fire Station 3 | 2101 Lake Tahoe Blvd. | $6,100.00 | $6,295.00 |
| Fire Training Center | 1195 Rufus Allen Blvd. | $3,600.00 | $3,715.00 |
| Harrison Avenue Parking Lots | 3 locations along Harrison Ave | $15,750.00 | $16,254.00 |
| Ice Arena, Rec Center, Museum, Ambulance, Senior Center | 1176 and 1180 Rufus Allen; 3050, 3058, and 3066 Lake Tahoe Blvd | $31,000.00 | $31,992.00 |
| Bijou Park | 1201 Al Tahoe Blvd. | $17,750.00 | $18,318.00 |
| Community Playfields Parking Lot | 1300 Al Tahoe Blvd. | $7,875.00 | $8,127.00 |
| Public Works Department | 1740 D Street | $8,275.00 | $8,540.00 |
| Development Services Department | 1052 Tata Lane | $7,340.00 | $7,575.00 |
| City Sidewalks | City Sidewalks (9.2 Miles) | $126,000.00 | $130,032.00 |
| Optional On-Call Services | Optional On-Call Services per hr/Max $15,000 ($240/hr) | $15,000.00 | $15,480.00 |
| | Bid Total | $385,390.00 | |
| | | **Annual 3.2% CPI Increase** | **$397,722.00** |

**TOTAL $397,722.00**

# Databases, Tables & Calculators by Subject

**Change Output Options:** From: 2014 To: 2024 GO

include graphs include annual averages

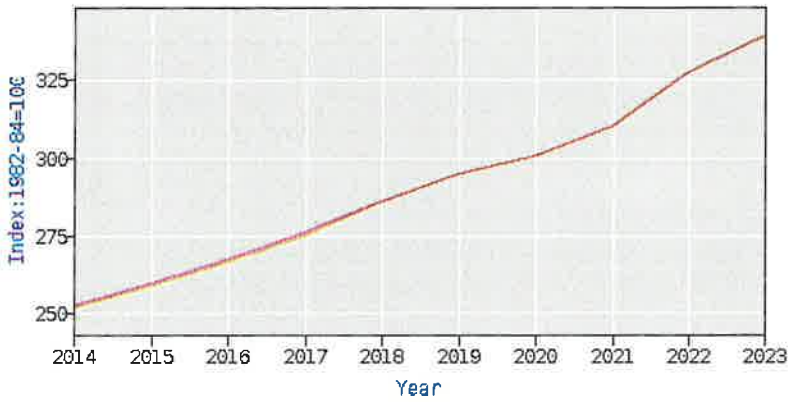
More Formatting Options

Special Notices 4/25/2024

Data extracted on: August 20, 2024 (1:13:55 PM)

**Consumer Price Index for All Urban Consumers (CPI-U)**

**Series Id:** CUURS49BSA0
Not Seasonally Adjusted
**Series Title:** All items in San Francisco-Oakland-Hayward, CA, all urban consumers, not seasonally adjusted
**Area:** San Francisco-Oakland-Hayward, CA
**Item:** All items
**Base Period:** 1982-84=100




**Download:** xlsx

| Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Annual | HALF1 | HALF2 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **2014** | | 248.615 | | 251.495 | | 253.317 | | 253.354 | | 254.503 | | 252.273 | 251.985 | 250.507 | 253.463 |
| **2015** | | 254.910 | | 257.622 | | 259.117 | | 259.917 | | 261.019 | | 260.289 | 258.572 | 256.723 | 260.421 |
| **2016** | | 262.600 | | 264.565 | | 266.041 | | 267.853 | | 270.306 | | 269.483 | 266.344 | 263.911 | 268.777 |
| **2017** | | 271.626 | | 274.589 | | 275.304 | | 275.893 | | 277.570 | | 277.414 | 274.924 | 273.306 | 276.542 |
| **2018** | | 281.308 | | 283.422 | | 286.062 | | 287.664 | | 289.673 | | 289.896 | 285.550 | 282.666 | 288.435 |
| **2019** | | 291.227 | | 294.801 | | 295.259 | | 295.490 | | 298.443 | | 297.007 | 295.004 | 293.150 | 296.859 |
| **2020** | | 299.690 | | 298.074 | | 300.032 | | 300.182 | | 301.736 | | 302.948 | 300.084 | 299.109 | 301.059 |
| **2021** | | 304.387 | | 309.419 | | 309.497 | | 311.167 | | 313.265 | | 315.805 | 309.721 | 306.724 | 312.718 |
| **2022** | | 320.195 | | 324.878 | | 330.539 | | 328.871 | | 332.062 | | 331.222 | 327.060 | 323.408 | 330.711 |
| **2023** | | 337.173 | | 338.496 | | 340.056 | | 340.094 | | 341.219 | | 339.915 | 339.050 | 337.689 | 340.411 |
| **2024** | | 345.151 | | 351.247 | | 351.064 | | | | | | | | 347.857 | |

# C-230-2024 Trella Tahoe Amendment 1

Final Audit Report 2024-09-16

| | |
|---|---|
| Created: | 2024-09-11 |
| By: | Michelle Davis (medavis@cityofslt.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAjRV7vjUPLssf_oD0I2NtoRLlONke2TRC |

## "C-230-2024 Trella Tahoe Amendment 1" History

Document created by Michelle Davis (medavis@cityofslt.us)
2024-09-11 - 6:37:59 PM GMT

Document emailed to Susan Blankenship (sblankenship@cityofslt.us) for signature
2024-09-11 - 6:38:07 PM GMT

Email viewed by Susan Blankenship (sblankenship@cityofslt.us)
2024-09-11 - 6:44:39 PM GMT

Document e-signed by Susan Blankenship (sblankenship@cityofslt.us)
Signature Date: 2024-09-11 - 6:44:48 PM GMT - Time Source: server

Document emailed to Heather Stroud (hstroud@cityofslt.us) for signature
2024-09-11 - 6:44:50 PM GMT

Email viewed by Heather Stroud (hstroud@cityofslt.us)
2024-09-11 - 11:22:18 PM GMT

Document e-signed by Heather Stroud (hstroud@cityofslt.us)
Signature Date: 2024-09-11 - 11:22:28 PM GMT - Time Source: server

Document emailed to Cody Bass (cbass@cityofslt.us) for signature
2024-09-11 - 11:22:31 PM GMT

Email viewed by Cody Bass (cbass@cityofslt.us)
2024-09-16 - 8:30:56 PM GMT

Document e-signed by Cody Bass (cbass@cityofslt.us)
Signature Date: 2024-09-16 - 8:31:14 PM GMT - Time Source: server

Document emailed to phil@trellatahoe.com for signature
2024-09-16 - 8:31:19 PM GMT

Email viewed by phil@trellatahoe.com

2024-09-16 - 9:04:34 PM GMT

Signer phil@trellatahoe.com entered name at signing as Phil Trella

2024-09-16 - 9:05:47 PM GMT

Document e-signed by Phil Trella (phil@trellatahoe.com)

Signature Date: 2024-09-16 - 9:05:49 PM GMT - Time Source: server

Agreement completed.

2024-09-16 - 9:05:49 PM GMT

**City of South Lake Tahoe**

# Amendment No. 2 to Professional Services Agreement with Trella Tahoe, Inc

This Amendment to the Professional Services Agreement between the City of South Lake Tahoe, a municipal corporation ("City"), and Trella Tahoe Inc. ("Consultant") is entered into and effective as of the 1st day of November 2025, extending and amending the Professional Services Agreement ("Agreement") dated November 1st, 2023.

## RECITALS

A. On November 1st, 2023, the "City" entered into the Agreement with Consultant to Trella Tahoe Inc.

B. The Parties now desire to alter the Agreement's Term and Compensation to allow Consultant additional time to complete the Scope of Services.

## AGREEMENT

Section 3 and Exhibit B of the Agreement is hereby amended such that the Compensation for FY 25-26, beginning on Nov. 1, 2025, is set to an amount not to exceed $441,916.00, as set forth on the amended Exhibit B attached hereto.

Section 2 of the Agreement is hereby amended such that the Term ends on April 30th, 2026.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

**CITY OF SOUTH LAKE TAHOE**

By: Cody Bass
Cody Bass (Sep 26, 2025 14:34:13 PDT)
Cody Bass, Mayor Prro Tem

**CONSULTANT**

By: Phillip Trella
Phillip Trella (Sep 26, 2025 14:57:16 PDT)
Phil Trella, Owner

Business License # 011500

**APPROVED AS TO FORM:**

Heather Stroud (Sep 24, 2025 14:41:43 PDT)
Heather Stroud, City Attorney

**ATTEST:**

Susan Blankenship (Sep 24, 2025 13:54:21 PDT)
Susan Blankenship, City Clerk

CITY SEAL:

August 1th, 2025

Philip Trella
930 Mule Deer Circle
South Lake Tahoe, CA 96150

Re: Professional Services Agreement: Snow Removal CPI Adjustment

Dear Mr. Trella,

Please be advised, the 2025-2026 Professional Services Agreement for snow removal has been updated to include the annual CPI increase. The CPI, All Urban, San Francisco-Oakland-Hayward-CA was used as the basis for calculating the adjustment.

The table provided below outlines the calculation and CPI-U index table in the interest of transparency.

| | |
|---|---|
| Annual CPI for the period ending June 2025 | 356.460 |
| Less CPI for previous period ending June 2024 | 341.064 |
| Equals index point change | 15.396 |
| Divided by previous 12-month reporting period | 341.064 |
| Equals | 0.045146 |
| Result multiplied by 100 | 4.515 |
| Equals percent change= | 4.515% increase<br>(rounded three spaces per contract) |

If you have any questions or concerns, please do not hesitate to contact the Airport Manager.

Sincerely,

Milan Jevic, C.M.
Interim Airport Manager
1901 Lisa Maloff Way, Suite 100
South Lake Tahoe, CA 96150

## SCHEDULE OF CHARGES AND TIMELINE BUDGET

| Facility | Location | FY 24-25 Amount | FY25-26 w/ 4.5% CPI Adjustment |
|---|---|---|---|
| Airport Property | 1901 Lisa Maloff Way | $107,844 | $112,696 |
| Airport Rd | 1901 Lisa Maloff Way | $21,156 | $22,107 |
| Police Station | 1352 Johnson Blvd | $9,804 | $10,245 |
| Fire Station 1 | 1252 Ski Run Blvd. | $6,295 | $6,578 |
| Fire Station 2 | 2951 Lake Tahoe Blvd. | $6,295 | $6,578 |
| Fire Station 3 | 2101 Lake Tahoe Blvd. | $6,295 | $6,578 |
| Fire Training Center | 1195 Rufus Allen Blvd. | $3,715 | $3,882 |
| Harrison Avenue Parking Lots | 3 locations along Harrison Ave | $16,254 | $16,985 |
| Ice Arena, Rec Center, Museum, Ambulance, Senior Center | 1176 and 1180 Rufus Allen. 3050, 3058, and 3066 Lake Tahoe Blvd | $31,992 | $33,432 |
| Bijou Park | 1201 Al Tahoe Blvd. | $18,318 | $19,142 |
| Community Playfields Parking Lot | 1300 Al Tahoe Blvd. | $8,127 | $8,493 |
| Public Works Department | 1740 D Street | $8,540 | $8,924 |
| Development Services Department | 1052 Tata Lane | $7,575 | $7,916 |
| City Sidewalks | City Maintained Sidewalks (9.2 Miles) | $130,032 | $135,883 |
| Optional On-Call Services | Optional On-Call Services per hr/Max $15,000 ($240/hr) | $15,480 | $16,177 |
| **New Recreational Center & Library** | **1100 &1000 Rufus Allen** | **No Services** | ***$17,550** |
| **New Police Station Additional Area** | **1352 Johnson Blvd.** | **No Services** | ***$8,750** |
| Total | | $397,722 | |
| | | | $441,916 |
| ***No CPI Applied** | | | |

U.S. BUREAU OF LABOR STATISTICS

HOME | SUBJECTS | DATA TOOLS | PUBLICATIONS | ECONOMIC RELEASES | CLASSROOM | BETA

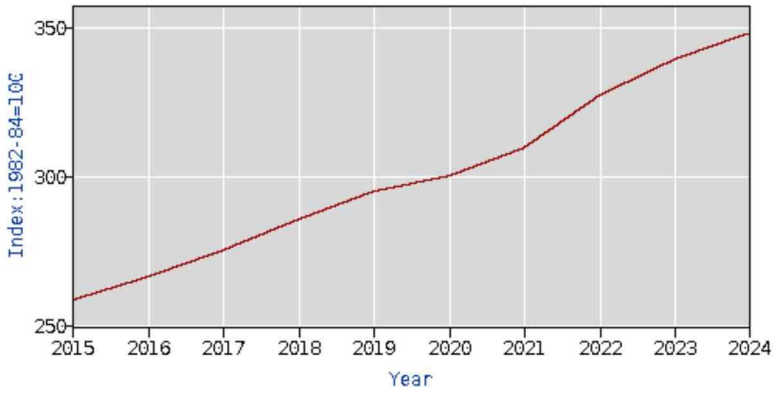
# Databases, Tables & Calculators by Subject

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include graphs include annual averages More Formatting Options

Data extracted on: July 31, 2025 (6:39:52 PM)

**Consumer Price Index for All Urban Consumers (CPI-U)**

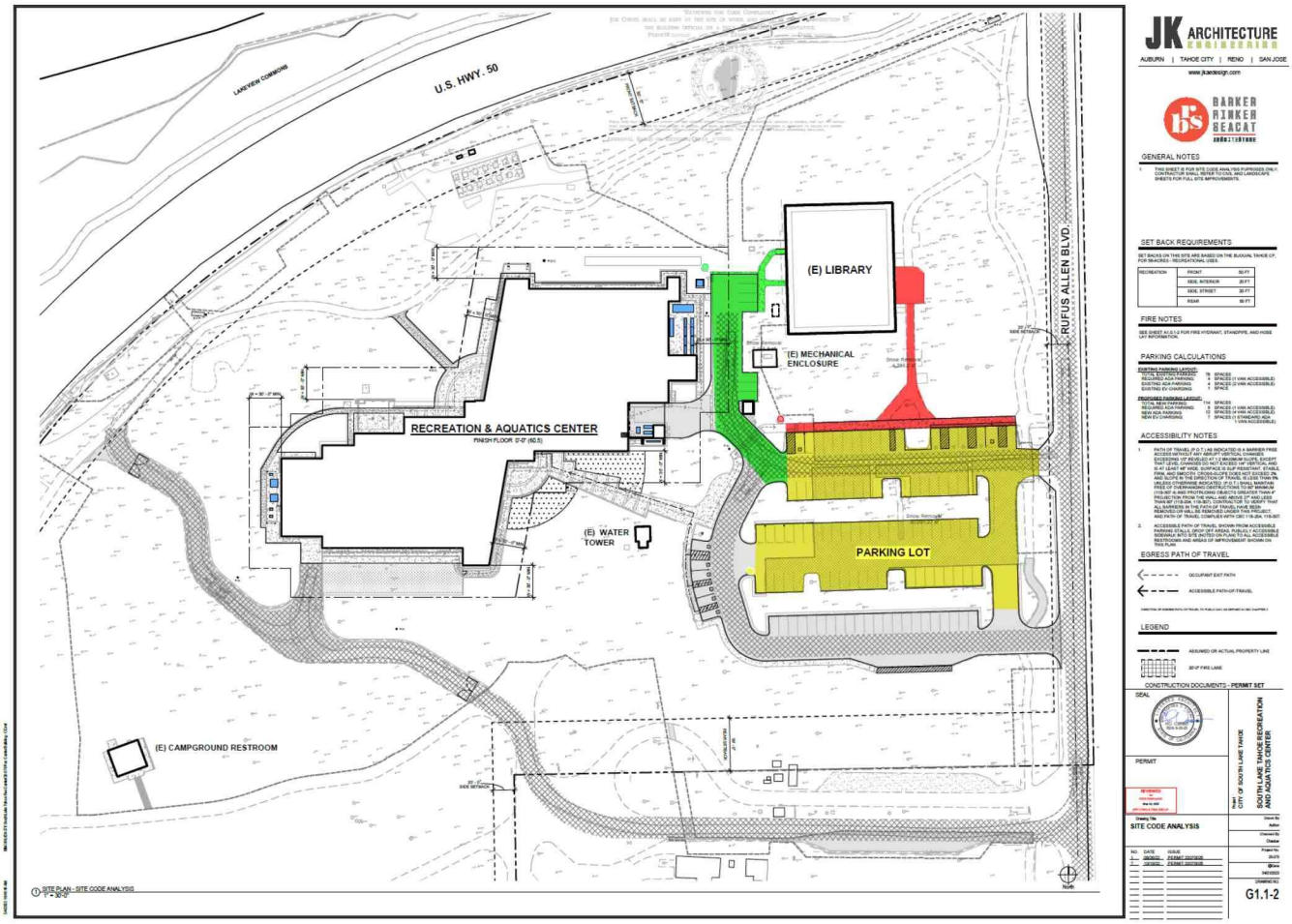
**Series Id:** CUURS49BSA0
Not Seasonally Adjusted
**Series Title:** All items in San Francisco-Oakland-Hayward, CA, all urban consumers, not seasonally adjusted
**Area:** San Francisco-Oakland-Hayward, CA
**Item:** All items
**Base Period:** 1982-84=100




**Download:** xlsx

| Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Annual | HALF1 | HALF2 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **2015** | | 254.910 | | 257.622 | | 259.117 | | 259.917 | | 261.019 | | 260.289 | 258.572 | 256.723 | 260.421 |
| **2016** | | 262.600 | | 264.565 | | 266.041 | | 267.853 | | 270.306 | | 269.483 | 266.344 | 263.911 | 268.777 |
| **2017** | | 271.626 | | 274.589 | | 275.304 | | 275.893 | | 277.570 | | 277.414 | 274.924 | 273.306 | 276.542 |
| **2018** | | 281.308 | | 283.422 | | 286.062 | | 287.664 | | 289.673 | | 289.896 | 285.550 | 282.666 | 288.435 |
| **2019** | | 291.227 | | 294.801 | | 295.259 | | 295.490 | | 298.443 | | 297.007 | 295.004 | 293.150 | 296.859 |
| **2020** | | 299.690 | | 298.074 | | 300.032 | | 300.182 | | 301.736 | | 302.948 | 300.084 | 299.109 | 301.059 |
| **2021** | | 304.387 | | 309.419 | | 309.497 | | 311.167 | | 313.265 | | 315.805 | 309.721 | 306.724 | 312.718 |
| **2022** | | 320.195 | | 324.878 | | 330.539 | | 328.871 | | 332.062 | | 331.222 | 327.060 | 323.408 | 330.711 |
| **2023** | | 337.173 | | 338.496 | | 340.056 | | 340.094 | | 341.219 | | 339.915 | 339.050 | 337.689 | 340.411 |
| **2024** | | 345.151 | | 351.247 | | 351.064 | | 349.290 | | 349.370 | | 348.001 | 348.417 | 347.857 | 348.977 |
| **2025** | | 354.432 | | 355.707 | | 356.460 | | | | | | | | 354.522 | |

# New Addition: New Recreation Center Snow Removal




1100 and 1000 Rufus Allen
3 inches of snow respond

## New Addition: PD area




1352 Johnson Blvd.
2 inches of snow respond

# C-211=2-25 Trella Tahoe Amendment 2

Final Audit Report 2025-09-26

| | |
|---|---|
| Created: | 2025-09-24 |
| By: | Michelle Davis (medavis@cityofslt.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAIMlZs69qvVhOtn2eAq9HTufbq5dsv6NK |

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2025-09-26 - 9:56:12 PM GMT

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Signature Date: 2025-09-26 - 9:57:16 PM GMT - Time Source: server

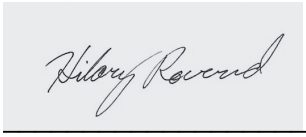
Agreement completed.

2025-09-26 - 9:57:16 PM GMT

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, City Manager



**Meeting Date:** September 22, 2026

**Agenda Item #:**7

**Agenda Item:** Amendment No. 3 to Agreement with Building Services of CA and NV, LLC, for Custodial Services for Bellamy Garage and City Hall/Airport Terminal

**Executive Summary:** Staff is requesting City Council approve the Amendment to the Agreement with Building Services of CA and NV, LLC for Custodial Services at City Hall/Airport and Bellamy Parking Garage. This amendment to the custodial contract will extend the agreement for one year provide the necessary routine cleaning and maintenance needed year-round. The total amount of this contract will not exceed $115,820.00 for year four, to be adjusted annually by the Consumer Price Index. This amendment is for a one-year term with one possible one-year extension remaining.

**Requested Action / Suggested Motions:** Pass a Motion authorizing and directing the Mayor to execute Amendment No. 3 to Agreement with Building Services of CA and NV, LLC (dba Sunwest), for Custodial Services for Bellamy Garage and City Hall/Airport Terminal, extending the Agreement for one year for an amount not to exceed $115,820.00, including $5,000.00 contingency.

**Responsible Staff Member:** Milan Jevic, Acting Airport Manager and Ricky Riddle, Facility Manager

**Reviewed and Approved By:** Mohammed Qureshi Public Works Director Susan Blankenship, City Clerk Olga Tikhomirova, Finance Director Sergio Rudin, Interim City Attorney

**Attachments:**

01-Staff_Report-Amendment_No._3_to_Agreement_for_Custodial_Services.docx
C-212-2025 Building Services of CA Amendment 2.pdf
C-224-2023_Custodial_Services_Agreement_for_Bellamy_Garage_and_City_Hall.pdf
02-Amendment No. 3 to PSA with Sunwest.docx

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

**Meeting Date: September 22, 2026**

**Title: Amendment No. 3 to Agreement with Building Services of CA and NV LLC for Custodial Service at City Hall/Airport**

**Location:** City Hall/Airport and Bellamy Parking Garage

**Responsible Staff Member:** **Milan** Jevic, Acting Airport Manager and Ricky Riddle, Facility Manager

**Background:** The City issued a Request for Proposal on August 25th, 2023, for custodial services from October 17, 2023, to September 30, 2024, with the ability to extend up to four years, at the sole discretion of the City. This service includes cleaning, disinfecting, and removing the entry/exit snow from City Hall/Airport and Bellamy Parking Garage. The Project was advertised on Planet Bids. Twenty-three prospective responded to the RFP.

Amendment No. 1 was approved by Council on September 10, 2024, and invoked the first option year with an amount of $107,168.00. Amendment No. 2 invoked the second option year for an amount of $111,772.00 and was approved by Council on September 23, 2025.

**Issue and Discussion:** The City awarded Building Services CA and NV LLC the contract in 2023 with four possible one-year extensions. The contract is up on September 30th, 2026, and needs to be amended to extend the term for one year for FY 26-27. This contract has a CPI annual increase at 3.8%, with the total contract values as follows:

- City Hall/Airport Custodial Services: $48,888.00
- Bellamy Parking Garage Custodial Services: $57,240.00
- Snow Removal at Bellamy Parking Garage: $4,692.00.
- Contingency: $5,000.00

**Financial Implications:** The Custodial Contract with Building Services CA and NV LLC will be funded through the Airport Custodial account 501-05120-43023 with an available FY 2026/2027 budget of $50,000 and Parking Garage Operations Contract Services account 520-05320-42025 with an available FY 2026/2027 budget of $100,000. This contract will not exceed $115,820.00 for the new fiscal year.

**Environmental Considerations:** Execution of this agreement for janitorial services is not a “project” subject to environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(2) because it is a continuing administrative or maintenance activity.

**Policy Implications:** These services will provide the necessary custodial services to keep these two facilities in an acceptable and professional manner.

**CITY OF SOUTH LAKE TAHOE**
# AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Amendment to the Professional Services Agreement between the City of South Lake Tahoe, a municipal corporation ("City"), and Building Services of CA & NV LLV. Dba: Sunwest ("Consultant") is entered into and effective as of the 1st day of October 2025, extending and amending the Professional Services Agreement ("Agreement") dated October 17th, 2023.

## RECITALS

A. On October 17th, 2023, the City entered into the Agreement with Consultant Building Services of CA & NV LLC. dba: Sunwest for custodial services at the Lake Tahoe Airport and Bellamy Parking Garage.

B. The Parties now desire to alter the Agreement's Term and Compensation to allow Consultant additional time to complete the Scope of Services.

## AGREEMENT

Section 2 of the Agreement is hereby amended such that the Term is extended for one year to end on September 30th, 2026.

Section 3 and Exhibit B of the Agreement is hereby amended such that the Compensation for FY25-26, beginning on October 1, 2025 is set an amount not to exceed $106,771.83, as set forth on the amended Exhibit B attached hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

**CITY OF SOUTH LAKE TAHOE**

By: Cody Bass
Cody Bass (Sep 26, 2025 14:33:39 PDT)
Cody Bass, Mayor Pro Tem

**CONSULTANT**

By: Alfonso Juarez
Alfonso Juarez (Sep 26, 2025 16:03:13 PDT)
Alfonso Juarez

Business License #: 309976

**APPROVED AS TO FORM:**

Heather Stroud (Sep 24, 2025 14:43:02 PDT)
Heather Stroud, City Attorney

**ATTEST:**

Susan Blankenship (Sep 24, 2025 14:08:41 PDT)
Susan Blankenship, City Clerk

CITY SEAL:

August 5th, 2025

Alfonso Juarez
2560 Fieldcrest Dr.
South Lake Tahoe, CA 96150

Re: Professional Services Agreement: Custodial Services

Dear Mr. Juarez,

Please be advised, the 2025-2026 Professional Services Agreement for custodial services and snow removal has been updated to include the annual CPI increase. The CPI, All Urban, San Francisco-Oakland-Hayward-CA was used as the basis for calculating the adjustment.

The table provided below outlines the calculation and CPI-U index table in the interest of transparency.

| | |
|---|---|
| Annual CPI for the period ending June 2025 | 356.460 |
| Less CPI for previous period ending June 2024 | 341.064 |
| Equals index point change | 15.396 |
| Divided by previous 12-month reporting period | 341.064 |
| Equals | 0.045146 |
| Result multiplied by 100 | 4.515 |
| Equals percent change= | 4.515% increase<br>(rounded three spaces per contract) |

If you have any questions or concerns, please do not hesitate to contact the Airport Manager.

Sincerely,

*Milan Jevic*

Milan Jevic, C.M.
Interim Airport Manager
1901 Lisa Maloff Way, Suite 100
South Lake Tahoe, CA 96150

# EXHIBIT B
# SCHEDULE OF CHANGES AND TIMELINE

| BUDGET | | |
|---|---|---|
| **Description** | **Bid Proposal** | **4.5% Annual CPI Increase** |
| Airport/City Hall<br>1901 Lisa Maloff Way | $3,756.00/month | $3,925.00/month |
| City Parking Garage Janitorial<br>1 Bellamy Court | $4,397.00/month | $4,595.00/month |
| City Parking Garage Snow Removal<br>1 Bellamy Court | $361/month | $377.00/month |
| Hourly Rate for Optional Services | $35.00/hr | $35.00/hr |
| • **TOTAL ESTIMATED ANNUAL FEES (NOT TO EXCEED)** | $102,168.00 | $106,772.00 |

U.S. BUREAU OF LABOR STATISTICS

HOME | SUBJECTS | DATA TOOLS | PUBLICATIONS | ECONOMIC RELEASES | CLASSROOM | BETA

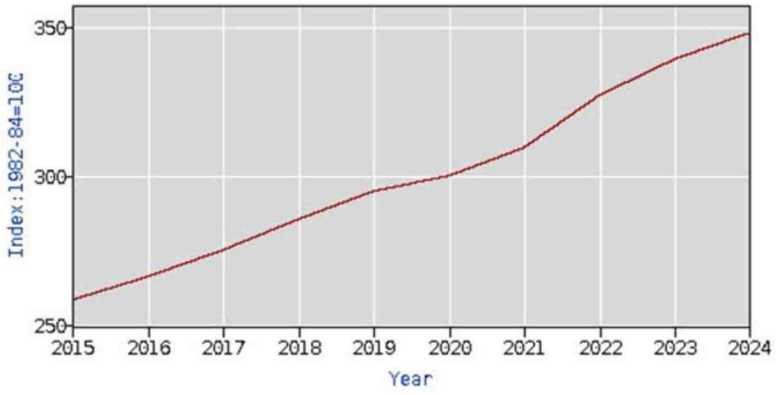
# Databases, Tables & Calculators by Subject

**Change Output Options:** From: 2015 To: 2025 GO
include graphs include annual averages More Formatting Options

Data extracted on: July 31, 2025 (6:39:52 PM)

**Consumer Price Index for All Urban Consumers (CPI-U)**

**Series Id:** CUURS49BSA0
Not Seasonally Adjusted
**Series Title:** All items in San Francisco-Oakland-Hayward, CA, all urban consumers, not seasonally adjusted
**Area:** San Francisco-Oakland-Hayward, CA
**Item:** All items
**Base Period:** 1982-84=100




**Download:** xlsx

| Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Annual | HALF1 | HALF2 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2015 | | 254.910 | | 257.622 | | 259.117 | | 259.917 | | 261.019 | | 260.289 | 258.572 | 256.723 | 260.421 |
| 2016 | | 262.600 | | 264.565 | | 266.041 | | 267.853 | | 270.306 | | 269.483 | 266.344 | 263.911 | 268.777 |
| 2017 | | 271.626 | | 274.589 | | 275.304 | | 275.893 | | 277.570 | | 277.414 | 274.924 | 273.306 | 276.542 |
| 2018 | | 281.308 | | 283.422 | | 286.062 | | 287.664 | | 289.673 | | 289.896 | 285.550 | 282.666 | 288.435 |
| 2019 | | 291.227 | | 294.801 | | 295.259 | | 295.490 | | 298.443 | | 297.007 | 295.004 | 293.150 | 296.859 |
| 2020 | | 299.690 | | 298.074 | | 300.032 | | 300.182 | | 301.736 | | 302.948 | 300.084 | 299.109 | 301.059 |
| 2021 | | 304.387 | | 309.419 | | 309.497 | | 311.167 | | 313.265 | | 315.805 | 309.721 | 306.724 | 312.718 |
| 2022 | | 320.195 | | 324.878 | | 330.539 | | 328.871 | | 332.062 | | 331.222 | 327.060 | 323.408 | 330.711 |
| 2023 | | 337.173 | | 338.496 | | 340.056 | | 340.094 | | 341.219 | | 339.915 | 339.050 | 337.689 | 340.411 |
| 2024 | | 345.151 | | 351.247 | | 351.064 | | 349.290 | | 349.370 | | 348.001 | 348.417 | 347.857 | 348.977 |
| 2025 | | 354.432 | | 355.707 | | 356.460 | | | | | | | | 354.522 | |

# C-212-2025 Building Services of CA Amendment 2

Final Audit Report 2025-09-26

| | |
|---|---|
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| By: | Michelle Davis (medavis@cityofslt.us) |
| Status: | Signed |
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Signature Date: 2025-09-26 - 11:03:13 PM GMT - Time Source: server

Agreement completed.
2025-09-26 - 11:03:13 PM GMT

CITY OF SOUTH LAKE TAHOE

# CITY OF SOUTH LAKE TAHOE
# PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the **17TH** day of **October 2023** by and between the City of South Lake Tahoe, a municipal corporati7on ("City") and **Building Services of CA & NV, LLC. dba: Sunwest** ("Consultant").

## RECITALS

A. Consultant is specially trained, experienced, and competent to perform the special services which will be required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

## AGREEMENT

**1. Scope of Services**. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

All services provided by consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

**2. Term/Time of Performance.** The services by consultant are to commence upon the execution of the Agreement and continue from **October 17th, 2023, to September 30th, 2024, with the ability to extend up to four (4) additional years, at the sole discretion of the City. This contract will commence on the date the agreement is approved and awarded by City Council. Cost of Years 2 to 5 will be escalated by CPI each year, including optional hourly rates.**

**3. Compensation**. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed **$101,580.00** without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

**4. Method of Payment**. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

**5. Extra Work.** At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without prior written authorization from City.

**6. Termination.** This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date. Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation, or expiration.

**7. Ownership of Documents.** All plans, studies, documents, and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

**8. Consultant's Books and Records**.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from records shall be available at Consultant's address indicated for the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor, or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained at City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

**9. Independent Contractor.** It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors, or subcontractors hired or retained by Consultant are employees, agents, contractors, or subcontractors of Consultant and not of the City.
City is not required to make any deductions or withholdings form the compensation payable to Consultant under the provisions of this Contract and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third-party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

**10. Interest of Consultant.** Consultant, (and principals, associates, and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation, or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,

b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation, or counsel. [FPPC Reg. 18700(a) (2)].

**11. Professional Ability of Consultant.** City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

**12. Compliance with Laws.** Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances, and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations, and codes of federal, state, and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials, and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

**13. Licenses.** Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance

and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services is performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

**14. Indemnity**. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees, and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges, and expenses and causes of action of whatsoever arising out of or in any way connected with this Agreement, and consultant's work under this Agreement.

**15. Insurance Requirements.**

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance

with the laws of the State of California for all the subcontractor's employees. Any notice of cancellation of all

Workers' Compensation policies must be received by City at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non- owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing an AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. City, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the

Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.

iv. The insurer waives all rights of subrogation against City except for Consultant's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees, or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents, or volunteers.

vi. No policies of insurance carried by Consultant shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City Attorney by Certified Mail.

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount, and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

16. **Notices.** Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

| | |
|---|---|
| **If to City:** | City of South Lake Tahoe<br>1901 Lisa Maloff Way<br>South Lake Tahoe, CA 96150 |
| **Provide a copy to:** | City Attorney's Office<br>1901 Lisa Maloff Way<br>South Lake Tahoe, CA 96150 |
| **If to Consultant:** | **Attn:** Alfonzo Juarez, Owner<br>2560 Fieldcrest Dr.<br>Carson City, NV 89701<br>**Email**: sunwestca@sbcglobal.net |

17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

18. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

23. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug- Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).

b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

i. The dangers of drug abuse in the workplace.
ii. The person's or organization's policy of maintaining a drug-free workplace.
iii. Any available counseling, rehabilitation, and employee assistance program; and
iv. Penalties that may be imposed upon employees for drug abuse violations.

c. Provide, as required by Government Code Section 8355(c), that every employee who performs grant activities under this Agreement:

i. Will receive a copy of the Consultant's drug-free policy statement; and
ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement, or both, and Consultant may be ineligible for award of any future City agreements if City determines that any of the following has occurred: the Consultant (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

24. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in **Exhibit C**. Further, Consultant shall require that the language of the certification in **Exhibit C** be included in all contracts or subcontracts entered into in connection with this Agreement and that all Consultants and contractors shall certify and disclose accordingly.

25. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

26. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et.seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.

27. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

29. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

31. Time is of the essence. Time is of the essence for this Agreement.

32. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the date first written above.

**CITY OF SOUTH LAKE TAHOE:**

**By:** Cristi Creegan
Cristi Creegan (Nov 15, 2023 15:28 PST)

Cristi Creegan, Mayor

Nov 15, 2023
Date

**CONSULTANT:**

**By:** Alfonso Juarez
Alfonso Juarez (Nov 20, 2023 13:42 PST)

Alfonzo Juarez, Owner

Nov 20, 2023
Date

**Business License #:** 309976

**APPROVED AS TO FORM:**

**By:**
Heather Stroud (Nov 15, 2023 14:45 PST)

Heather Stroud, City Attorney

Nov 15, 2023
Date

**ATTEST:**

**By:**
Sue Blankenship (Nov 15, 2023 14:35 PST)

Susan Blankenship, City Clerk

Nov 15, 2023
Date

## Attachments:

| | |
|---|---|
| **Exhibit A** | **Janitorial Agreement Scope of Services** |
| **Exhibit B** | **Compensation** |
| **Exhibit C** | **Anti-Lobbying Certification** |
| **Exhibit D** | **Janitorial Services Agreement Cleaning Schedule** |
| **Exhibit E** | **Cleaning Area Location Map** |
| **Exhibit F** | **Cleaning Equipment Inventory List** |
| **Exhibit G** | **Displaced Janitor Opportunity Act** |
| **Exhibit H** | **Payment and Performance Bonds** |
| **Exhibit I** | **Proof of Insurance Certificate Documents** |
| **Exhibit J** | **Prevailing Wage** |

# EXHIBIT A

## SCOPE OF SERVICES

Re: D. Scope of Work/Implementation

The Building Services Owner did a walkthrough of the airport. It was observed that the bathrooms and public areas need an initial deep cleaning, to bring the airport to the standards the city desires. We are fully committed to doing this initial deep cleaning and maintaining this quality standard throughout the contract period.

Our initial cleaning of the airport will involve deep cleaning of the bathrooms, including walls and edges. Outside of terminal remove cobwebs and clean garbage cans, ashtrays at entry ways.

Upon award of this project, we will assign two employees on rotating schedules to clean the airport terminal and city hall offices. Our working hours will be Monday through Friday 1:00 p.m. to 2:30 p.m. and 8:30 p.m. to 11 p.m., and Saturday and Sunday 7 a.m. to 8 a.m. and 1:00 p.m. to 2:00 p.m. The owner will periodically check work.

If an assigned employee is unavailable, we have more than enough employees to cover the schedule. If this happens to be the supervisor, Alfonso Juarez, the owner will oversee the job.

The employees on this project will do the initial cleaning under direct supervision of our owner or supervisor at both locations. We do this to ensure the employees have a complete understanding of your specific needs.

Upon award of this project, multiple employees on rotating schedules will clean the Bellamy Garage. We will do a thorough cleaning at the onset of this contract, which is much needed. At a minimum a complete walkthrough twice a day to address all the items laid out in the RFP. The owner is also on site at the Village 5 days a week and can address anything on an emergency basis immediately.

The costs as provided in the project budget include Payroll, insurance, bonds, cleaning supplies, and initial deep cleaning of airport. We will be ready to start immediately upon execution of contract. The airport and garage will be cleaned 7 days a week and meet or exceed City requirements.

Re: E. Project Budget

Our estimator broke out the scope of work and determined how many hours were necessary each day, to attain the quality standard you are looking for, in the cleaning of the Airport Terminal/City Hall and the City Garage on Bellamy.

The schedules as provided under D shows that work will be done 7 days a week. We will be utilizing 2 staff members for the airport/city hall and multiple staff for the garage cleaning and for snow removal at garage.

Please see schedules for cleaning details and days of cleaning.

| | |
|---|---|
| Airport/City Hall Monthly Cost | $3640.00 |
| Bellamy Garage Monthly Cost | $4262.50 |
| Bellamy Garage Snow Removal | $350.00 |
| Hourly Rate for Optional Services | $35.00 |

Total Annual Not to Exceed Cost for Airport City Hall with Scope of Services Provided:
$43,680.00

Total Annual Not to Exceed Cost for City Parking Garage with Scope of Services Provided:
$51,150

Total Annual Not to Exceed Cost for Garage Snow Removal with Scope of Services Provided: Based on 5 months because of 22/23 winter. Likely will be less.
$1750.00

# PROPOSAL PRICING

The undersigned, having become completely familiar with all conditions and specifications affecting this invitation to Proposal as outlined in the proposal SCOPE OF WORK and all other proposal documents attached hereto and incorporated as part of this contract, submit the following proposal:

| CITY BUILDING NAME & LOCATION | MONTHLY TOTAL |
|---|---|
| AIRPORT & CITY HALL 1901 Lisa Maloff Way | $3640.00 |
| CITY PARKING GARAGE JANITORAL 1 Bellamy Court | $4262.50 |
| CITY PARKING GARAGE SNOW REMOVAL 1 Bellamy Court | $350 |
| HOURLY RATE FOR OPTIONAL SERVICES | $35 |

Cost for Years 2 to 5 will be escalated by CPI each year, including optional hourly rates and therefore, no additional compensation will be allowed. The undersigned has carefully checked all the above figures and understands that the City Council and the City of South Lake Tahoe will not be responsible for any errors or omissions on the part of the undersigned in making this proposal.



Signature

Building Services of CA & NV, LLC
Sun West

Company Name

Alfonso Juarez

Printed Name

309976

Business License Number

Owner/Managing Member

Title

9/18/2023

Date

# WORKER'S COMPENSTATION CERTIFICATION

**City Parking Garage, City Hall/Airport Terminal Janitorial Contract**

**Proposal No.:** 2023-08-21

Labor Code §3700:

"Every employer, except the State, and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

By being insured against liability to pay compensation by one or more insurers, duly authorized to write compensation insurance in the State.

By securing from the Director of Industrial Relations a certificate on consent to self- insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees."

I am aware of the provisions of §3700 of the Labor Code that require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance. In accordance with the provisions of that code, I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 9/18/2023

CONTRACTOR'S SIGNATURE:

Signature

Alfonso Juarez
Name

Owner/Partner/Managing Member
Title

(Labor Code §1861 requires that this Contractor certification must be signed and filed by the Contractor with the public agency prior to performing any Work.)

# EXHIBIT B

## COMPENSATION

| BUDGET | |
|---|---|
| **Site** | **Estimate** |
| Airport/City Hall | $43,680 |
| Bellamy Garage | $51, 150 |
| Bellamy Garage Snow Removal | $1750 |
| Contingency | $5000 |
| Hourly Rate for Optional Services | $35.00/hr |

**Total (Not to Exceed): $101,580.00**

## SPECIAL CLEANINGS:

AT THE REQUEST OF THE AIRPORT MANAGER THIS CONTRACT CONTAINS BI-ANNUAL BATHROOM DEEP CLEANING FEE $1,000.00 PER CLEANING. THIS PRICE REFLECTS CLEANING AIRPORT TERMINAL BUILDING/CITY HALL MAIN LEVEL RESTROOMS AND LOWER-LEVEL RESTROOMS TWICE OVER CONTRACT PERIOD.

## TOTAL ANNUAL FIXED PRICE:

$2,000.00 starting October 17th, 2023, through September 30, 2024

**Notes:** Billing to be invoiced Monthly on the 1st of the month starting the 1st of November 2023

*The City reserves the right to amend the contract* scope *of work at any time during the contract period to respond to the evolving COVID-19 Pandemic. This includes increasing the* scope *of work, changing cleaning schedules,* or *conversely reducing the* scope *of work depending on conditions and/or recommendation from Federal, State* or *County Public Health officials.*

# EXHIBIT C

## ANTI-LOBBYING CERTIFICATION

**Consultant shall submit to City this certification prior to or at the time of the execution of this Agreement.**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant:

**By:** Alfonso Juarez
Alfonso Juarez (Nov 20, 2023 13:42 PST)

**Alfonso Juarez**

**Date:** Nov 20, 2023

# EXHIBIT D

**CUSTODIAL SERVICES**
**FOR**
**LAKE TAHOE AIRPORT TERMINAL/CITY HALL**
**AND**
**BELLAMY GARAGE**
**CLEANING SCHEDULE**

Re: D. Proposed Schedule Airport/City Hall

| Area to Clean | SUN | MON | TUES | WED | THURS | FRI | SAT |
|---|---|---|---|---|---|---|---|
| Cleaning all public restrooms inside the terminal, to include mopping floors, cleaning and sanitizing all restroom fixtures, stocking all paper projects, emptying trash cans, cleaning mirrors, and stocking air fresheners | X | X | X | X | X | X | X |
| Wipe down chairs in public waiting areas | | | X | | | | |
| Emptying all trash bags within receptacles inside and outside terminal | X | X | X | X | X | X | X |
| Wiping down all trash receptacles in terminal building | | X | | X | | X | |
| Cleaning trash receptacles located inside and outside the terminal building | | | | X | | | |
| Spot clean street level floors, glass surfaces in terminal entry ways, and all public areas of the terminal/city hall to remove salt, dust, and grime from any surface in public areas and restrooms | | X | X | X | X | X | |
| Thoroughly cleaning ground-level glass surfaces in terminal building, entryways, concession space, security checkpoint, and passenger waiting areas in the terminal building | | | | X | | | |
| Vacuum all carpeted areas inside the terminal building. (More days as needed) | | | X | | X | | |
| Sweep and mop all public area floors inside the terminal building. (Winter months will be more often due to snow, snowmelt etc). | | | X | | X | | |
| Empty Cigarette cans located outside the terminal building | X | X | X | X | X | X | X |
| Dusting all surfaces and fixtures inside the airport terminal | | | X | | X | | |
| Clean restroom in Hangar 12 | X | X | | X | | X | X |
| Cleaning City Administrative Offices on both upper and lower levels, to include vacuuming, emptying all office trash cans | | | X | | X | | |
| Cleaning all office area public restrooms, to include mopping, cleaning, and sanitizing all restroom fixtures, stocking all paper products, cleaning office glass surfaces | | | X | | X | | |

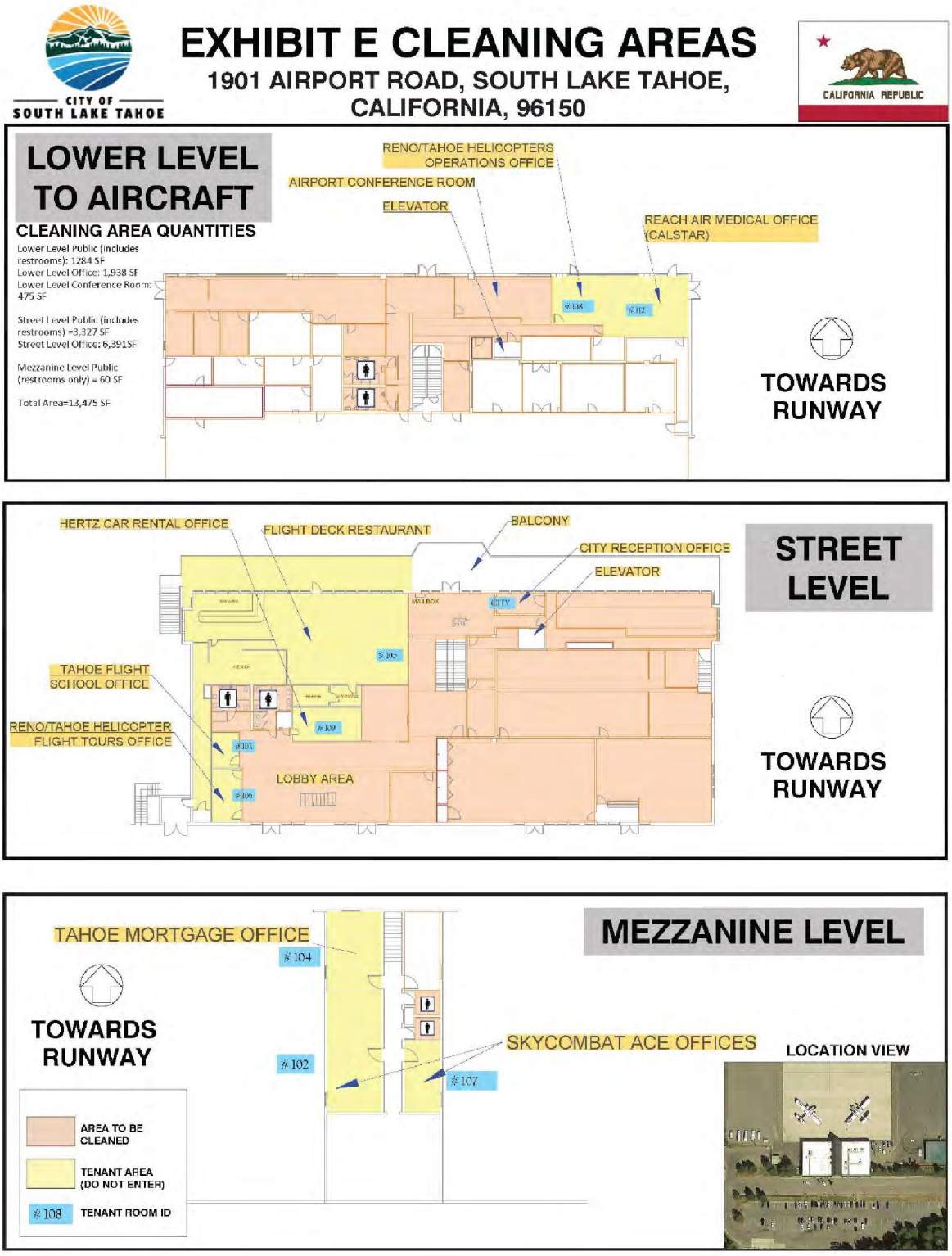
* Clean light fixtures of dead bugs in all areas (upon request, approx twice per year)

Re: D. Proposed Schedule Bellamy Garage

| Area to Clean | SUN | MON | TUES | WED | THUR | FRI | SAT |
|---|---|---|---|---|---|---|---|
| Provide a minimum of two (2) complete walkthroughs of all Garage Floors, Elevator, Stairs, etc., to perform the following services:<br><br>Sweep and remove the trash. Wipe down stairwell doors/handles. Clean and sanitize touch surfaces, including the elevator cabin, 4th-floor foyer, glasshouse at the top of the west stairs, etc. Fill and clean sanitizer dispensers adjacent to each kiosk and stairwell access. Remove and dispose of any broken glass or debris from the garage flooring. | X | X | X | X | X | X | X |
| Pressure wash stairways, around pedestrian pathways at least **once per week, or as necessary** to clean stains or other undesirable materials. Note that during winter months ice may form and the Contractor shall mitigate, and put-up caution signs as required due to conditions. | | | | | | | |
| Check and clear stairwells before the end of the shift to clear any person sleeping or loitering in the parking garage by calling the CSO officer. | X | X | X | X | X | X | X |
| Remove graffiti in the parking garage, stairways, etc., **within 48 hours of notification.** In the case of "obscene or hate messages", the contractor must remove the graffiti **as soon as possible**, when notified by the city. | | | | | | | |
| Snow Removal operation in front of the Parking Garage, along the Bellamy Court sidewalk, and one lane at the entrance and exit to the Garage on Bellamy Court. The snow removal shall be performed when there are more than 3-inches of snow daily as required during the winter season, including holidays and weekends. | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

## EXHIBIT E

**Location of Areas that Require Custodial Services under this Contract**



# EXHIBIT F

**Janitor Equipment List Supplied By**
**City of South Lake Tahoe**

| Quantity | Item | Condition |
|---|---|---|
| 2 | Mops and Mop Buckets | Good |
| 2 | Small Brooms & Dust Pans | Good |
| 1 | Commercial Upright Vacuum Clean | Good |
| 2 | Handheld Vacuum | Good |
| 1 | Window Washer w/Squeegee | Good |
| 1 | Push Dust Broom | Fair |
| 1 | Small Squeegee | Good |

# EXHIBIT G

**DISPLACED JANITOR OPPORTUNITY ACT**

## California Labor Code

Division 2 Employment Regulation and Supervision
Part 3 Privileges and Immunities
Chapter 4.5 Displaced Janitor Opportunity Act

**Sections 1060-1065**

1060. The following definitions shall apply throughout this chapter:

(a) "Awarding authority" means any person that awards or otherwise enters into contracts for janitorial or building maintenance services performed within the State of California, including any subcontracts for janitorial or building maintenance services.

(b) "Contractor" means any person that employs 25 or more individuals and that enters into a service contract with the awarding authority.

(c) "Employee" means any person employed as a service employee of a contractor or subcontractor who works at least 15 hours per week and whose primary place of employment is in the State of California under a contract to provide janitorial or building maintenance services. "Employee" does not include a person who is a managerial, supervisory, or confidential employee, including those employees who would be so defined under the federal Fair Labor Standards Act.

(d) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(e) "Service contract" means any contract that has the principal purpose of providing services through the use of service employees.

(f) "Subcontractor" means any person who is not an employee who enters into a contract with a contractor to assist the contractor in performing a service contract.

(g) "Successor service contract" means a service contract for the performance of essentially the same services as were previously performed pursuant to a different service contract at the same facility that terminated within the previous 30 days. A service contract entered into more than 30 days after the

termination of a predecessor service contract shall be considered a "successor service contract" if its execution was delayed for the purpose of avoiding application of this chapter.

1061. (a) (1) If an awarding authority notifies a contractor that the service contract between the awarding authority and the contractor has been terminated or will be terminated, the awarding authority shall indicate in that notification whether a successor service contract has been or will be awarded in its place and, if so, shall identify the name and address of the successor contractor. The terminated contractor shall, within three working days after receiving that notification, provide to the successor contractor identified by the awarding authority, the name, date of hire, and job classification of each employee employed at the site or sites covered by the terminated service contract at the time of the contract termination.

(2) If the terminated contractor has not learned the identity of the successor contractor, if any, the terminated contractor shall provide that information to the awarding authority, which shall be responsible for providing that information to the successor contractor as soon as that contractor has been selected.

(3) The requirements of this section shall be equally applicable to all subcontractors of a terminated contractor.

(b) (1) A successor contractor or successor subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract. This requirement shall be stated by awarding authorities in all initial bid packages that are governed by this chapter.

(2) The successor contractor or successor subcontractor shall make a written offer of employment to each employee, as required by this section, in the employee's primary language or another language in which the employee is literate. That offer shall state the time within which the employee must accept that offer, but in no case may that time be less than 10 days. Nothing in this section requires the successor contractor or successor subcontractor to pay the same wages or offer the same benefits as were provided by the prior contractor or prior subcontractor.

(3) If at any time the successor contractor or successor subcontractor determines that fewer employees are needed to perform services under the successor service contract or successor subcontract than were required by the terminated contractor under the terminated contract or terminated subcontract, the successor contractor or successor subcontractor shall retain employees by seniority within the job classification.

(c) The successor contractor or successor subcontractor, upon commencing service under the successor service contract, shall provide a list of its employees and a list of employees of its subcontractors providing services at the site or sites covered under that contract to the awarding authority. These lists shall indicate which of these employees were employed at the site or sites by the terminated contractor or terminated subcontractor. The successor contractor or successor subcontractor shall also provide a list of any of the terminated contractor's employees who were not retained either by the successor contractor or successor subcontractor, stating the reason these employees were not retained.

(d) During the 60-day transition employment period, the successor contractor or successor subcontractor shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor or successor subcontractor from which the successor contractor or successor subcontractor shall hire additional employees until such time as all of the terminated contractor's or terminated subcontractor's employees have been offered employment with the successor contractor or successor subcontractor.

(e) During the initial 60-day transition employment period, the successor contractor or successor subcontractor shall not discharge without cause an employee retained pursuant to this chapter. Cause shall be based only on the performance or conduct of the particular employee.

(f) At the end of the 60-day transition employment period, a successor contractor or successor subcontractor shall provide a written performance evaluation to each employee retained pursuant to this chapter. If the employee's performance during that 60-day period is satisfactory, the successor contractor or successor subcontractor shall offer the employee continued employment. Any employment after the 60-day transition employment period shall be at-will employment under which the employee may be terminated without cause.

1062. (a) An employee, who was not offered employment or who has been discharged in violation of this chapter by a successor contractor or successor subcontractor, or an agent of the employee may bring an action against a successor contractor or successor subcontractor in any superior court of the State of California having jurisdiction over the successor contractor or successor subcontractor. Upon finding a violation of this chapter, the court shall award backpay, including the value of benefits, for each day during which the violation has occurred and continues to occur. The amount of backpay shall be calculated as the greater of either of the following:

(1) The average regular rate of pay received by the employee during the last three years of the employee's employment in the same occupation classification multiplied by the average hours worked during the last three years of the employee's employment.

(2) The final regular rate of pay received by the employee at the time of termination of the predecessor contract multiplied by the number of hours usually worked by the employee.

(b) The court may order a preliminary or permanent injunction to stop the continued violation of this chapter.

(c) If the employee is the prevailing party in the legal action, the court shall award the employee reasonable attorney's fees and costs as part of the costs recoverable.

(d) In the absence of a claim by an employee that he or she was terminated in violation of this chapter, an employee may not maintain a cause of action under this chapter solely for the failure of an employer to provide a written performance evaluation.

1063. (a) This chapter only applies to contracts entered into on or after January 1, 2002.

(b) Except for the obligations specified in subdivisions (a) and (b) of Section 1061, nothing in this chapter changes or increases the relationship or duties of a property owner or an awarding authority, or their agents, with respect to contractors, subcontractors, or their employees.

(c) Nothing in this chapter limits the right of a property owner or an awarding authority to terminate a service contract or to replace a contractor with another contractor or with the property owner's or awarding authority's own employees.

1064. Nothing in this chapter shall prohibit a local government agency from enacting ordinances relating to displaced janitors that impose greater standards than, or establish additional enforcement provisions to, those prescribed by this chapter.

1065. If any provision or provisions of this chapter or any application thereof is held invalid,
that invalidity shall not affect any other provisions or applications of this chapter that can be given effect notwithstanding that invalidity.

# EXHIBIT G

## JANITORIAL SERVICES BOND REQUIREMENTS

**THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE BONDING REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT THE CONTRACTOR CONFER WITH THEIR RESPECTIVE INSURANCE AGENT OR BROKER TO DETERMINE, IN ADVANCE OF BID SUBMISSION, THE AVAILABILITY OF THE BONDS AS PRESCRIBED AND PROVIDED FOR HEREIN. IF AN APPARENT LOW CONTRACTOR FAILS TO COMPLY STRICTLY WITH THE BONDING REQUIREMENTS, THAT CONTRACTOR MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.**

**A. JANITORIAL FIDELITY BOND:** Before execution of any Contract entered into by the City, the Contractor shall file with the City, a Janitorial Fidelity Bond. The Contractor shall obtain Fidelity Bonding for all employees performing work under this contract against theft of personal property. Include a copy of bond endorsement affecting such coverage or provide a letter from surety stating that your firm is bondable for the limit required (minimum of $5,000 per occurrence) if awarded the contract. Said bond must be furnished to the City within ten (10) days after notification of award. Such bond shall either name the City as the insured oblige or include an endorsement naming the City as an additional oblige and providing for customary property coverage in favor of the City. If the Contractor does business as an individual, such Blanket Fidelity Bond shall cover himself or herself also as an individual as a protection to the City.

**B. UNSATISFACTORY SURETIES:** Should any Surety at any time be deemed unsatisfactory by the City notice will be given the Contractor to that effect. No further payments shall be deemed due or will be made under the Contract until a new Surety shall qualify and be accepted by the City.

**C. EFFECT OF CHANGES IN THE WORK/EXTENSIONS OF TIME ON THE SURETY:** Changes in the work, or extensions of time, made pursuant to the Contract, shall in no way release the Contractor or the Surety from their obligations under the bond. Notice of such changes or extensions shall be waived by the Surety.

**D. INSUFFICIENCY OF THE BONDS**: Should any bond(s) required under this section become insufficient, the Contractor shall renew the bond(s) within ten (10) calendar days after receiving notice from the City of the bond's insufficiency.

**E. PROCUREMENT OF BONDS:**

1. All bonds required under this section, shall be procured from a California licensed and admitted surety company, listed by the Fiscal Service of The United

States Department of the Treasury under the Notice for "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies", current on the date of the notice of award.

2. All bonds required pursuant to this section shall be secured from a surety company satisfactory to the City.

**F. ATTORNEY-IN-FACT**: The Attorney-in-Fact (Resident Agent) who executes the bonds on behalf of the Surety Company shall attach a notarized copy of their power-of-attorney as evidence of their authority to bond the Surety Company on the date of execution of the bonds.

**G. HOW BONDS ARE TO BE PAYABLE:** All bonds shall be made payable to the City of South Lake Tahoe.

**H. SIGNATURES REQUIRED ON BONDS**:
1. Each bond required under this section shall incorporate, by reference, the Contract and be signed by both the bidder and the Surety.

2. The signature of the authorized agent of the Surety and the Contractor shall be notarized.

**I. COST OF BOND ACQUISITION:**
1. The bidder shall be responsible for the cost of all bond premiums, costs, and incidentals necessary to secure the bonds.

2. The costs to secure all bonds required under this section shall be included in the Contractor's bid.

# Western Surety Company

## JANITORIAL SERVICE BOND

Bond No. 69276914

In consideration of an agreed premium, Western Surety Company, a South Dakota corporation, hereby agrees to indemnify James and Millie Russ dba Sunwest Building Services of California of P. O. BOX 9027, SOUTH LAKE TAHOE, CA 96158 (the "Obligee"), against loss of money or other property, real or personal, belonging to any and all subscribers (the "Subscriber") to its services, or in which the Subscriber has a pecuniary interest, or for which the Subscriber is legally liable, which the Subscriber shall sustain as the result of any fraudulent or dishonest act, as hereinafter defined, of an Employee or Employees of the Obligee acting alone or in collusion with others, and for which the Obligee is liable, the amount of indemnity on each of such Employees being TEN THOUSAND AND NO/100 DOLLARS ($ $10,000.00 ).

THE FOREGOING AGREEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

**TERM OF BOND:**

SECTION 1. The term of this bond begins with the 03 day of January, 2002, at 12:00 o'clock night, standard time, at the address of the Obligee above given, and ends at 12:00 o'clock night, standard time, on the effective date of the cancellation of this bond in its entirety.

**DISCOVERY PERIOD:**

SECTION 2. Loss is covered under this bond only (a) if sustained through any act or acts committed by any Employee of Obligee while this bond is in force as to such Employee, and (b) if discovered prior to the expiration or sooner cancellation of this bond in its entirety as provided in Section 11, or from its cancellation or termination in its entirety in any other manner, whichever shall first happen.

**DEFINITION OF EMPLOYEE:**

SECTION 3. The word Employee or Employees, as used in this bond, shall be deemed to mean, respectively, one or more of the natural persons (except directors or trustees of the Obligee, if a corporation, who are not also officers or employees thereof in some other capacity) while in the regular service of the Obligee in the ordinary course of the Obligee's business during the term of this bond, and whom the Obligee compensates by salary or wages and has the right to govern and direct in the performance of such service, for whom a premium has been paid, and who are engaged in such service within any of the States of the United States of America, or within the District of Columbia, Puerto Rico, the Virgin Islands, or elsewhere for a limited period, but not to mean brokers, factors, commission merchants, consignees, contractors, or other agents or representatives of the same general character.

**FRAUDULENT OR DISHONEST ACT:**

SECTION 4. A FRAUDULENT OR DISHONEST ACT OF AN EMPLOYEE OF THE OBLIGEE SHALL MEAN AN ACT WHICH IS PUNISHABLE UNDER THE CRIMINAL CODE IN THE JURISDICTION WITHIN WHICH ACT OCCURRED, FOR WHICH SAID EMPLOYEE IS TRIED AND CONVICTED BY A COURT OF PROPER JURISDICTION.

**MERGER OR CONSOLIDATION:**

SECTION 5. If any natural persons shall be taken into the regular service of the Obligee through merger or consolidation with some other concern, the Obligee shall give the Surety written notice thereof and shall pay an additional premium on any increase in the number of Employees covered under this bond as a result of such merger or consolidation computed pro rata from the date of such merger or consolidation to the end of the current premium period.

**NON-ACCUMULATION OF LIABILITY:**

SECTION 6. Regardless of the number of years this bond shall continue in force and the number of premiums which shall be payable or paid, the liability of the Surety under this bond shall not be cumulative in amounts from year to year or from period to period.

**LIMIT OF LIABILITY UNDER THIS BOND AND PRIOR INSURANCE:**

SECTION 7. With respect to loss or losses caused by an Employee or which are chargeable to such Employee as provided in Section 4 and which occur partly under this bond and partly under other bonds or policies issued by the Surety to the Obligee or to any predecessor in interest of the Obligee and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss or losses thereunder are discovered, the total liability of the Surety under this bond and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under this bond on such loss or losses or the amount available to the Obligee under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss or losses, if the latter amount be the larger.

**DEDUCTIBLE:**

SECTION 8. The Surety shall not be liable under this bond on account of any loss or losses through fraudulent or dishonest acts committed by any Employee of Obligee, unless the amount of such loss or losses, after deducting the net amount of all reimbursement and/or recovery, including any cash deposit taken by the Obligee, obtained or made by the Obligee or the Surety on account thereof, prior to payment by the Surety of such loss or losses, shall be in excess of ONE HUNDRED DOLLARS ($100.00), and then for such excess only, but in no event for more than the amount of insurance carried on such Employee under this bond. If more than one Employee commits the fraudulent or dishonest act resulting in such loss or losses, said deductible amount shall apply to each Employee so involved.

Form 1375-2-97

**CANCELLATION AS TO ANY EMPLOYEE:**

SECTION 10. This bond shall be deemed cancelled as to any Employee: (a) immediately upon discovery by the Obligee, or by any partner or officer thereof not in collusion with such Employee, of any fraudulent or dishonest act on the part of such Employee; or (b) at 12:00 o'clock night, standard time, upon the effective date specified in a written notice served upon the Obligee or sent by mail. Such date, if the notice be served, shall be not less than ten (10) days after such service, or, if sent by mail, not less than fifteen (15) days after the mailing. The mailing by Surety of notice, as aforesaid, to the Obligee at its principal office shall be sufficient proof of notice.

**CANCELLATION AS TO BOND IN ITS ENTIRETY:**

SECTION 11. This bond shall be deemed cancelled in its entirety at 12:00 o'clock night, standard time, upon the effective date specified in a written notice served by the Obligee upon the Surety or by the Surety upon the Obligee, or sent by mail. Such date, if the notice be served by the Surety, shall be not less than ten (10) days after such service, or if sent by the Surety by mail, not less than fifteen (15) days after the date of mailing. The mailing by the Surety of notice, as aforesaid, to the Obligee at its principal office shall be sufficient proof of notice. The Surety shall refund to the Obligee the unearned premium computed pro rata if this bond be cancelled at the instance of the Surety, or at short rates if cancelled or reduced at the instance of the Obligee.

**PRIOR FRAUD, DISHONESTY OR CANCELLATION:**

SECTION 12. No Employee, to the best of the knowledge of the Obligee, or of any partner or officer thereof not in collusion with such Employee, has committed any fraudulent or dishonest act in the service of the Obligee or otherwise. If prior to the issuance of this bond, any fidelity insurance in favor of the Obligee or any predecessor in interest of the Obligee and covering one or more of the Obligee's Employees shall have been cancelled as to any of such Employees by reason of (a) the discovery of any fraudulent or dishonest act on the part of such Employees, or (b) the giving of written notice of cancellation by the insurer issuing said fidelity insurance, whether the Surety or not, and if such Employees shall not have been reinstated under the coverage of said fidelity insurance or superseding fidelity insurance, the Surety shall not be liable under this bond on account of such Employees unless the Surety shall agree in writing to include such Employees within the coverage of this bond.

**LOSS - NOTICE - PROOF - LEGAL PROCEEDINGS:**

SECTION 13. At the earliest practical moment, and at all events not later than fifteen (15) days after discovery of any fraudulent or dishonest act on the part of any Employee by the Obligee, or by any partner or officer thereof not in collusion with such Employee, the Obligee shall give the Surety written notice thereof and within four (4) months after such discovery shall file with the Surety affirmative proof of loss, itemized and duly sworn to, and shall upon request of the Surety render every assistance, not pecuniary, to facilitate the investigation and adjustment of any loss. No suit to recover on account of loss under this bond shall be brought before the expiration of two (2) months from the filing of proof as aforesaid on account of such loss, nor after the expiration of twelve (12) months from the discovery as aforesaid of the fraudulent or dishonest act causing such loss. If any limitation in this bond for giving notice, filing claim or bringing suit is prohibited or made void by any law controlling the construction of this bond, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

**TEMPORARY EMPLOYEES:**

SECTION 14. The Obligee shall not at any time while this bond is in force direct any temporary employee(s) to any subscriber's premises unless such person(s) is/are accompanied by a foreman who is in the regular employ of the Obligee. For purposes of this restriction, any person who works less than the normal working hours established by his employer or otherwise fails to meet the definition of "Employee" above is considered a temporary employee.

**EXCLUSIONS:**

SECTION 15. This bond does not apply to loss that is an indirect result of any act or loss caused by or involving one (1) or more Employees, whether the result of a single act or series of acts, covered by this insurance including, but not limited to, loss resulting from:

a. The Obligee's inability to realize income that would have been realized had there been no loss covered by this bond.
b. Payment of damages of any type for which the Obligee is legally liable. Compensatory damages arising directly from a covered loss will be paid.
c. Payment of costs, fees, or other expenses incurred by the Obligee in establishing either the existence or the amount of loss under this bond.

This bond does not apply to expenses related to any legal action.

**OTHER INSURANCE:**

SECTION 16. This bond does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this bond will apply to that part of the loss, other than that falling within any Deductible Amount, not recoverable or recovered under the other insurance or indemnity, but not for more than the amount of indemnity as stated above.

DATED January 14, 2002

WESTERN SURETY COMPANY

By Stephen T. Pate
President

# Western Surety Company

## RIDER

It is hereby mutually agreed and understood by and between the Principal and Western Surety Company, that instead of as originally written:

The Principal's name has been changed to read:
Building Services of CA and NV, LLC dba Sunwest

No further changes other than above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits conditions of the Bond, except as hereinabove set forth.

This Rider becomes effective on the 20th day of January, 2017, at twelve and one minute o'clock a.m., standard

Attached to and forming part of Bond No. 69276914 issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota,

Building Services of CA and NV, LLC dba Sunwest

Signed this 20th day of January, 2017.

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Vice President

Form 128-1-2015

**EXHIBIT I**

**COPY OF INSURANCE**

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/13/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: Veronica Murguia |
|---|---|
| Ferguson-Leavitt Insurance<br>1662 US Highway 395 N. Ste 101<br>Lic # 1028838<br>Minden NV 89423 | PHONE (A/C, No, Ext): (775) 782-5489 FAX (A/C, No): (775) 782-3630<br>E-MAIL ADDRESS: veronica-murguia@leavitt.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Insurance Company of the West | 27847 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Building Services of CA & NV LLC
DBA: Sun West
PO Box 9027
South Lake Tahoe CA 96158

**COVERAGES** **CERTIFICATE NUMBER:** 23-24 Master **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | WSA506133202 | 07/01/2023 | 07/01/2024 | ☒ PER STATUTE ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Evidence of Coverage

**CERTIFICATE HOLDER**

***Proof of Insurance***

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

| PRODUCER | CONTACT NAME: Veronica Vazquez, CISR | |
|---|---|---|
| California Southwestern Insurance Agency<br>License Number 0443354<br>25 Orchard, Suite 100<br>Lake Forest CA 92630 | PHONE (A/C, No, Ext): (949)472-6560 | FAX (A/C, No): (949)588-8348 |
| | E-MAIL ADDRESS: vvazquez@csia-ins.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Scottsdale Insurance Company | 41297 |
| INSURED Building Services of CA and NV, LLC<br>DBA Sun West<br>P.O. Box 9027<br>South Lake Tahoe CA 96158 | INSURER B: Ohio Security Insurance | |
| | INSURER C: Evanston Insurance Company | 35378 |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER:** GL, AUTO & EXCESS 23-24 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY [ ] PRO-JECT [ ] LOC<br>OTHER: | | | CPS7725394 | 1/30/2023 | 1/30/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS [X] SCHEDULED AUTOS<br>X HIRED AUTOS [X] NON-OWNED AUTOS | | | BAS57787557 | 1/30/2023 | 1/30/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| C | [ ] UMBRELLA LIAB [X] OCCUR<br>X EXCESS LIAB [ ] CLAIMS-MADE<br>DED [X] RETENTION $ 10,000 | | | EZXS3103745 | 1/30/2023 | 1/30/2024 | EACH OCCURRENCE<br>AGGREGATE | $ 4,000,000<br>$ 4,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of South Lake Tahoe it's officers, directors and employees are included as additional insured where required by written contract per the attached endorsement CG 20 38 12 19 with respects to general liability only. Primary & Non-Contributory Wording and Waiver of Subrogation are in favor of the additional insured where required by written contract per the attached endorsements CG 20 01 12 19 and CG 24 04 12 19 with respects to general liability only.

**CERTIFICATE HOLDER**

City of South Lake Tahoe
1901 Airport Rd
South Lake Tahoe, CA 96150

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

V Vazquez, CISR/VAV

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured:

**1.** Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

**2.** Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

**a.** Your acts or omissions; or

**b.** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured described in Paragraph **1.** or **2.** above.

However, the insurance afforded to such additional insured described above:

**a.** Only applies to the extent permitted by law; and

**b.** Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph **1.** above are completed.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

**1.** "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

**a.** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

**b.** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

**2.** "Bodily injury" or "property damage" occurring after:

**a.** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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**b.** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement described in Paragraph **A.1.;** or

**2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.


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CPS7725394

ANY PERSON OR ORGANIZATION WITH WHOM THE INSURED HAS AGREED TO WAIVE RIGHTS OF RECOVERY PROVIDED SUCH AGREEMENT IS MADE IN WRITING AND PRIOR TO THE LOSS
UNITED STATES

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

**(1)** The additional insured is a Named Insured under such other insurance; and

**(2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.


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# EXHIBIT J

Prevailing Wages Required. Pursuant to the provisions of California Labor Code, Sections 1770 to 1780, inclusive thereof, Consultant, and any subcontractor, of any tier, shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Consultant must comply with all applicable requirements of the California Labor Code, including, without limitation, all requirements set forth in Division 2, Part 7, Chapter 1. Attention is specifically directed to the following sections of the California Labor Code: Prevailing Wage Requirements (§§ 1771.5 and 1776); Apprentices (§1777.5); Working Hours (§§ 1810 to 1815); Workers' Compensation (§ 1860); and Protection of Workers in Trench Excavations (§§ 6705 and 6707). In accordance with Labor Code section 1771.5, that the Project is subject to monitoring and enforcement by the Department of Industrial Relations pursuant to 8 Cal. Code Reg. §§16450 through 16464, including the obligation to furnish certified payroll records directly to the Division of Labor Standards Enforcement's Compliance Monitoring Unit (CMU), using the CMU's electronic certified payroll reporting (eCPR) system.

Pursuant to the provisions of California Labor Code Section 1773.2, Consultant is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the Work is to be performed for each craft, classification, or type of worker required to execute the Agreement, are on file in the City's office. Consultant agrees that not less than said prevailing rates shall be paid to workers employed on this public works contract as required by Labor Code Section 1774. These rate determinations are found on the State of California Department of Industrial Relations' website at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

Pursuant to the provisions of California Labor Code Section 1813, Consultant or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars ($25) for each worker employed in the execution of the Agreement by the respective Consultant or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract and shall report them to the Division of Labor Standards Enforcement.

# C-224-2023 Custodial Services Agreement for Bellamy Garage and City Hall

Final Audit Report 2023-11-20

| | |
|---|---|
| Created: | 2023-11-15 |
| By: | Michelle Davis (medavis@cityofslt.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAkptLcWq4xIPmCAkqEugVrwexn7oAunhi |

## "C-224-2023 Custodial Services Agreement for Bellamy Garage and City Hall" History

Document created by Michelle Davis (medavis@cityofslt.us)
2023-11-15 - 10:32:04 PM GMT

Document emailed to Sue Blankenship (sblankenship@cityofslt.us) for signature
2023-11-15 - 10:34:02 PM GMT

Email viewed by Sue Blankenship (sblankenship@cityofslt.us)
2023-11-15 - 10:35:10 PM GMT

Document e-signed by Sue Blankenship (sblankenship@cityofslt.us)
Signature Date: 2023-11-15 - 10:35:23 PM GMT - Time Source: server

Document emailed to Heather Stroud (hstroud@cityofslt.us) for signature
2023-11-15 - 10:35:25 PM GMT

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2023-11-15 - 10:37:08 PM GMT

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Signature Date: 2023-11-15 - 10:45:48 PM GMT - Time Source: server

Document emailed to ccreegan@cityofslt.us for signature
2023-11-15 - 10:45:50 PM GMT

Email viewed by ccreegan@cityofslt.us
2023-11-15 - 11:28:14 PM GMT

Signer ccreegan@cityofslt.us entered name at signing as Cristi Creegan
2023-11-15 - 11:28:28 PM GMT

Document e-signed by Cristi Creegan (ccreegan@cityofslt.us)
Signature Date: 2023-11-15 - 11:28:30 PM GMT - Time Source: server

Document emailed to Alfonso Juarez (sunwestca@sbcglobal.net) for signature
2023-11-15 - 11:28:32 PM GMT

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2023-11-15 - 11:32:47 PM GMT

Document e-signed by Alfonso Juarez (sunwestca@sbcglobal.net)
Signature Date: 2023-11-20 - 9:42:50 PM GMT - Time Source: server

Agreement completed.
2023-11-20 - 9:42:50 PM GMT

**CITY OF SOUTH LAKE TAHOE**

# AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Amendment to the Professional Services Agreement between the City of South Lake Tahoe, a municipal corporation ("City"), and Building Services of CA & NV LLV. Dba: Sunwest ("Consultant") is entered into and effective as of the 1st day of October 2026, extending and amending the Professional Services Agreement ("Agreement") dated October 17th, 2023.

## RECITALS

A. On October 17th, 2023, the City entered into the Agreement with Consultant Building Services of CA & NV LLC. dba: Sunwest for custodial services at the Lake Tahoe Airport and Bellamy Parking Garage.
B. Amendment No. 1 invoking the first option year was approved by the City on September 10, 2024
C. Amendment No. 2 invoking the second option year was approved by the City on September 23, 2025
D. The Parties now desire to alter the Agreement's Term and Compensation to allow Consultant additional time to complete the Scope of Services.

## AGREEMENT

Section 2 of the Agreement is hereby amended such that the Term ends on September 30th, 2027.

Section 3 and Exhibit B of the Agreement is hereby amended such that the Compensation for FY26-27, beginning on October 1, 2026 is set an amount not to exceed $115,829.00, as set forth on the amended Exhibit B attached hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

**CITY OF SOUTH LAKE TAHOE**

By: _____
Cody Bass, Mayor

**CONSULTANT**

By: _____
Alfonso Juarez

Business License #: 309976

**APPROVED AS TO FORM:**

_____
Sergio Rudin, Interim City Attorney

**ATTEST:**

_____
Susan Blankenship, City Clerk

## EXHIBIT B
## SCHEDULE OF CHANGES AND TIMELINE

| BUDGET | | |
|---|---|---|
| **Description** | **Bid Proposal** | **3.8% Annual CPI Increase** |
| Airport/City Hall<br>1901 Lisa Maloff Way | $3,925.00/month | $4,074.00/month |
| City Parking Garage Janitorial<br>1 Bellamy Court | $4,595.00/month | $4,770/month |
| City Parking Garage Snow Removal<br>1 Bellamy Court | $377.00/month | $391.00/month |
| Hourly Rate for Optional Services | $35.00/hr | $36.33/hr |
| • **TOTAL ESTIMATED ANNUAL FEES with $5000 contingency (NOT TO EXCEED**) | $111,772.00 | $115,829.00 |

The CPI, All Urban, San Francisco-Oakland-Hayward-CA was used as the basis for calculating the adjustment.

The table provided below outlines the calculation and CPI-U index table in the interest of transparency.

| | |
|---|---|
| Annual CPI for the period ending June 2025 | 369.913 |
| Less CPI for previous period ending June 2024 | 356.460 |
| Equals index point change | 13.546 |
| Divided by previous 12-month reporting period | 356.460 |
| Equals | 0.038000 |
| Result multiplied by 100 | 3.800 |
| Equals percent change= | 3.800% increase<br>(rounded three spaces per contract) |

If you have any questions or concerns, please do not hesitate to contact the Airport Manager.

U.S. BUREAU OF LABOR STATISTICS

HOME | SUBJECTS | DATA TOOLS | PUBLICATIONS | ECONOMIC RELEASES | CLASSROOM | BETA

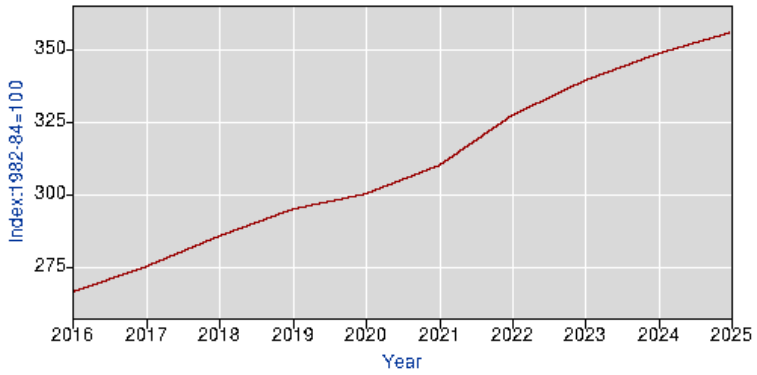
# Databases, Tables & Calculators by Subject

**Change Output Options:** From: 2016 To: 2026 GO
include graphs include annual averages More Formatting Options

Data extracted on: September 4, 2026 (12:29:48 PM)

**Consumer Price Index for All Urban Consumers (CPI-U)**

**Series Id:** CUURS49BSA0
Not Seasonally Adjusted
**Series Title:** All items in San Francisco-Oakland-Hayward, CA, all urban consumers, not seasonally adjusted
**Area:** San Francisco-Oakland-Hayward, CA
**Item:** All items
**Base Period:** 1982-84=100




**Download:** xlsx

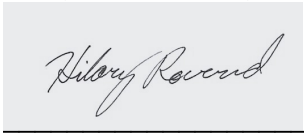
| Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Annual | HALF1 | HALF2 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **2016** | | 262.600 | | 264.565 | | 266.041 | | 267.853 | | 270.306 | | 269.483 | 266.344 | 263.911 | 268.777 |
| **2017** | | 271.626 | | 274.589 | | 275.304 | | 275.893 | | 277.570 | | 277.414 | 274.924 | 273.306 | 276.542 |
| **2018** | | 281.308 | | 283.422 | | 286.062 | | 287.664 | | 289.673 | | 289.896 | 285.550 | 282.666 | 288.435 |
| **2019** | | 291.227 | | 294.801 | | 295.259 | | 295.490 | | 298.443 | | 297.007 | 295.004 | 293.150 | 296.859 |
| **2020** | | 299.690 | | 298.074 | | 300.032 | | 300.182 | | 301.736 | | 302.948 | 300.084 | 299.109 | 301.059 |
| **2021** | | 304.387 | | 309.419 | | 309.497 | | 311.167 | | 313.265 | | 315.805 | 309.721 | 306.724 | 312.718 |
| **2022** | | 320.195 | | 324.878 | | 330.539 | | 328.871 | | 332.062 | | 331.222 | 327.060 | 323.408 | 330.711 |
| **2023** | | 337.173 | | 338.496 | | 340.056 | | 340.094 | | 341.219 | | 339.915 | 339.050 | 337.689 | 340.411 |
| **2024** | | 345.151 | | 351.247 | | 351.064 | | 349.290 | | 349.370 | | 348.001 | 348.417 | 347.857 | 348.977 |
| **2025** | | 354.432 | | 355.707 | | 356.460 | | 357.992 | | -(X) | | 358.568 | 356.005 | 354.522 | 357.786 |
| **2026** | | 363.211 | | 369.215 | | 369.913 | | | | | | | | 365.906 | |

X : Data unavailable due to the 2025 lapse in appropriations

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, City Manager



**Meeting Date:** September 22, 2026

**Agenda Item #:** 8

**Agenda Item:** Waiver of First Reading and Introduction of Ordinance Amending Chapter 4.60 of the South Lake Tahoe City Code (Nuisances Consisting of Abandoned or Substantially Damaged Nondwelling Structures) to Expressly Authorize Daily Citations and Establish a Process for Referral of Uncorrected Nuisance Conditions to the City Attorney for Evaluation of Further Enforcement Action

**Executive Summary:** On March 2, 1993, City Council adopted Ordinance 814 adding South Lake Tahoe City Code (SLTCC) Article VI to Chapter 17 and amending Chapter 8 to establish a process for remedying nuisances consisting of abandoned or substantially damaged nondwelling structures. On March 26, 2024, City Council adopted Ordinance 2024-1182 amending SLTCC Chapters 4.60 (Nuisances Consisting of Abandoned or Substantially Damaged Nondwelling Structures) and 4.65 (Nuisances Consisting of Abandoned or Substantially Damaged Dwelling Structures) to include structures that are in a partial state of construction in the definition of abandoned building and to create consistency in remedying nuisances associated with nondwelling and dwelling structures. On March 10, 2026, Councilmember Robbins (seconded by Councilmember Horgan) requested an agenda item to bring back SLTCC Chapter 4.60 (Nuisances Consisting of Abandoned or Substantially Damaged Nondwelling Structures) for possible amendment to require daily administrative citation for covered nondwelling structures. On June 2, 2026, City Council considered a first reading of a proposed ordinance to amend SLTCC Chapter 4.60 and declined to adopt it. The proposed ordinance considered by City Council at the June 2, 2026 meeting would have expressly authorized, but not required daily citations, and included additional possible amendments that would facilitate the prompt and equitable issuance of citations for such nuisance issues, as appropriate. Additionally, at the June 2, 2026 meeting, Councilmember Roberts requested, and Councilmember Horgan seconded, an item to bring back the proposed amendment to SLTCC Chapter 4.60 with additional revisions to require that, for instances in which a property remains in violation of SLTCC Chapter 4.60 after issuance of at least two citations, and in which a sixty-day period has elapsed after issuance of the first citation, and an additional sixty-day period has elapsed after issuance of the second citation, such matters be brought to City Council for review. The present Ordinance brings this item back for a first reading with the requested revisions as well as additional revisions to covered nuisance abatement administrative action fee entitlement, and various changes to SLTCC 4.60.050 (Authority not exclusive).

**Requested Action / Suggested Motions:** Pass a Motion to waive first reading, and introduce by title only an Ordinance amending Chapter 4.60 of the South Lake Tahoe City Code (Nuisances Consisting of Abandoned or Substantially Damaged Nondwelling Structures) to expressly authorize daily citations and establish a process for referral of uncorrected nuisance conditions to the City Attorney for evaluation of further enforcement action, and refer second reading and adoption to the October 6, 2026 meeting.

**Responsible Staff Member:** Dan Bardzell, Assistant City Attorney

**Reviewed and Approved By:** Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Sergio Rudin, Interim City Attorney

**Attachments:**

01-Staff Report-Abandoned Property Ordinance
02-Ordinance SLTCC Chapter 4.60 Amendment
03-SLTCC Chapter 4.60 (REDLINE)

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

## Meeting Date: September 22, 2026

**Title:** Ordinance amending Chapter 4.60 of the South Lake Tahoe City Code (Nuisances consisting of abandoned or substantially damaged nondwelling structures) to expressly authorize daily citations and establish a process for referral of uncorrected nuisance conditions to the City Attorney for evaluation of further enforcement action (first reading)

**Location:** Citywide

**Responsible Staff Members:** Dan Bardzell, Assistant City Attorney (530) 542-6046

**Background:** On March 2, 1993, City Council adopted Ordinance 814 adding South Lake Tahoe City Code (SLTCC) Article VI to Chapter 17 and amending Chapter 8 to establish a process for remedying nuisances consisting of abandoned or substantially damaged nondwelling structures. On March 26, 2024, City Council adopted Ordinance 2024-1182 amending SLTCC Chapters 4.60 (Nuisances consisting of abandoned or substantially damaged nondwelling structures) and 4.65 (Nuisances consisting of abandoned or substantially damaged dwelling structures) to include structures that are in a partial state of construction in the definition of abandoned building and to create consistency in remedying nuisances associated with nondwelling and dwelling structures.

On March 10, 2026, Councilmember Robbins (seconded by Councilmember Horgan) requested an agenda item to bring back SLTCC Chapter 4.60 (Nuisances consisting of abandoned or substantially damaged nondwelling structures) for possible amendment to require daily administrative citation for covered nondwelling structures.

On June 2, 2026, City Council considered a first reading of a proposed ordinance to amend SLTCC Chapter 4.60 and declined to adopt it. The proposed ordinance considered by City Council at the June 2, 2026 meeting would have expressly authorized, but not required daily citations, and included additional possible amendments, discussed below, that would facilitate the prompt and equitable issuance of citations for such nuisance issues, as appropriate. Staff recommends the issuance of citations, including frequency for same, remain at the discretion of the City Building Official or their designee.

Additionally, at the June 2, 2026 meeting, Councilmember Roberts requested, and Councilmember Horgan seconded, an item to bring back the proposed amendment to SLTCC Chapter 4.60 with additional revisions to require that, for instances in which a property remains in violation of SLTCC Chapter 4.60 after issuance of at least two citations, and in which a sixty-day period has elapsed after issuance of the first citation, and an additional sixty-day period has elapsed after issuance of the second citation, such matters be brought to City Council for review.

The present Ordinance brings this item back for a first reading with the requested revisions as well as additional revisions to covered nuisance abatement administrative action fee entitlement, and

various changes to SLTCC 4.60.050 (Authority not exclusive) discussed below. The procedure set forth in the proposed SLTCC amendment for seeking City Council's input in such matters is through a closed session City Council meeting to be requested by the City Attorney to discuss further potential enforcement action. (See Ordinance and redline of SLTCC Chapter 4.60 amendments, Attachments 2-3 hereto.)

**Issue and Discussion:** Under Government Code section 53069.4, the City is authorized to make any violation of any ordinance enacted by the City subject to an administrative fine. The City shall set forth by ordinance the administrative procedures that shall govern the imposition, enforcement, collection, and administrative review by the City of those administrative fines. (See Government Code section 53069.4(a)(1).) Pursuant to SLTCC section 2.30.010(B) and state law, the current maximum daily fine that may be imposed for a violation of SLTCC Chapter 4.60 is $1000.

City Council's requested amendments to SLTCC Chapter 4.60 are considered in the proposed amendment to the extent same would be consistent with existing law, as summarized below.

The proposed amendment would revise SLTCC section 4.60.030 (Remedies) to add a subsection creating a detailed framework for issuing administrative citations to a property owner in instances where the City determines their property has any condition which constitutes an abandoned or substantially damaged nondwelling structure. For the purpose of SLTCC Chapter 4.60, an abandoned or substantially damaged nondwelling structure means a structure which meets any of the following:

1. Whenever the building or structure has been so damaged by fire, wind, earthquake, snow, flood, or has otherwise become so dilapidated or deteriorated as to become:
    a. An attractive nuisance to children; or
    b. A harbor for vagrants; or as to
    c. Enable persons to resort thereto or loiter therein for the purpose of committing unlawful acts; or
2. Whenever any structure is in such a condition as to constitute a public nuisance in any manner, under any provision of law or in equity; or
3. Whenever any portion of a structure remains on a site after the demolition or destruction of the structure or whenever any structure is abandoned for a period in excess of 180 days so as to constitute such structure or portion thereof a public or attractive nuisance or hazard to the public;
4. Whenever a structure has remained in a state of partial construction for a period of 180 days or more, and where the continuation of the condition is unsightly or hazardous to the public health, safety, or welfare.

The proposed amendment would first provide that, upon the City Building Official's or their designee's determination that a structure is an abandoned or substantially damaged nondwelling structure, the owner of the property shall be deemed to have violated SLTCC Chapter 4.60 pertaining to nuisances consisting of such structures. Upon such a finding, the City may issue the property owner an administrative citation in accordance with SLTCC Chapters 2.30 and 4.60.

Under the proposed amendment, City Council may set the amount of the administrative citation per resolution. This supports Council's flexibility to determine appropriate citation amounts without the need to make such future changes by ordinance.

Second, except for circumstances in which a structure creates an immediate danger to public health or safety, the proposed amendment would provide the property owner with a reasonable period of time to correct the condition for a first violation. This is required by state law, Gov. Code 53069.4(a)(2), prior to issuance of a citation. The amount of time that would be reasonable for the particular violation would be determined by the Building Official, or their designee. Although not directly stated in the ordinance, the Building Official has authority to, at their discretion, conduct a site inspection before issuing an additional citation to determine whether new or continuing violations exist, prior to issuing subsequent citations.

Third, the proposed ordinance expressly provides that each additional day within one year from the date of the first violation during which the Building Official, or their designee, finds a property constitutes an abandoned or substantially damaged nondwelling structure shall constitute a separate violation and, at the discretion of the Building Official, or their designee, the City may issue a daily administrative citation.

Additionally, the proposed amendment provides that, in any action, including administrative action, to abate the nuisance, the prevailing party shall be entitled to recovery of attorneys' fees pursuant to Government Code section 38773.5. The proposed amendment also makes related non substantive changes to this subsection.

The proposed amendment would also amend 4.60.040 SLTCC (formerly titled "Authority not exclusive" and retitled as "Referral to City Attorney") in its entirety to set forth a procedure for seeking City Council's input in uncorrected nuisance matters through a closed session City Council meeting to be requested by the City Attorney to discuss enforcement actions and alternatives, including injunctive relief for property nuisances, or approval of a court-ordered health and safety receiver to take control of the private property and fix dangerous or nuisance property conditions. This process would be triggered upon the City's issuance to the property owner of at least two citations under 4.60.030(B) SLTCC for which the condition remains uncorrected, in which a sixty-day period has elapsed after issuance of the first citation, and an additional sixty-day period has elapsed after issuance of the second citation.

Finally, the proposed amendment would add 4.60.050 SLTCC as a new subsection which renumbers the previous Section 4.60.040 (Authority not exclusive) from Section 4.60.040 to Section 4.60.050. This amendment clarifies the City's additional authority to enforce building code standards, California State Housing Law, and other provisions of state law for covered nuisance matters.

*Staff Does Not Recommend Requiring Daily Citations Without Any Manner of Flexibility*

Staff researched whether or not the City could by code require daily fines to be issued to a property which is in violation of SLTCC Chapter 4.60. Based on such research, staff does not recommend a municipal code provision requiring daily citations *in all circumstances*.

The Eighth Amendment of the U.S. Constitution prohibits the imposition of "excessive" fines. To determine whether a fine is excessive, the guiding question is whether the fine is grossly disproportional to the gravity of the offense. This is determined based on several factors: "(1) the nature and extent of the underlying offense; (2) whether the underlying offense related to other illegal activities; (3) whether other penalties may be imposed for the offense; and (4) the extent of the harm caused by the offense." *Diamond Sands Apartments, LLC v. Clark County Nevada* (9th Cir. 2026) 164 F.4th 759, 762 (upholding fines imposed on property owner for tenant's illegal short

term rental activity); see also *City and County of San Francisco v. Sainez* (2000) 77 Cal.App.4th 1302 (upholding $663,000 in daily civil fines issued against San Franciso landlord for prolonged, ongoing housing violations involving living conditions in numerous housing units, noting the fine accounted for 120% of total rents for two-year period in which violations existed).

The federal Ninth Circuit Court of Appeals recently addressed this issue in *Thomas v. County of Humboldt* and determined that the plaintiffs in that case – residents of Humboldt County who allege that they have been aggrieved by the County's enforcement of its cannabis-abatement regulatory scheme including potential daily fines – could plausibly allege that the County's system of administrative penalties violates the Eighth Amendment of the U.S. Constitution, particularly where a violation resulted in "no harm beyond a technical lack of compliance." See *Thomas v. County of Humboldt, California* (9th Cir. 2024) 124 F.4th 1179, 1193-94 (administrative penalty framework which could include daily fines collectively reaching millions of dollars was found to support a viable claim of an Eighth Amendment violation).

While there are numerous instances where daily fines could be warranted and might be imposed, a "one size fits all" approach of required daily fines is not recommended based on these Eighth Amendment concerns. The City's Building Official is the staff member best situated to assess enforcement timing and need based on their expertise. The amended ordinance would provide the Building Official, or their designee, with the express discretion to take enforcement action based on City priorities and capacity, while also adding a mechanism to require staff (i.e. the City Attorney) to seek City Council input on potential further enforcement strategy, including potential litigation.

*Additional Available Alternatives*

To strengthen the City's code enforcement process regarding partially completed projects, an additional tool that may be considered by the City Council is the creation of a construction time limit ordinance. At present, the City does not have a limitation on how long a construction project may take to reach completion, and one is not provided by state law. Under California Health and Safety Code Section 18938.6, a building permit remains valid as long work starts within 12 months of its issuance and is not abandoned, meaning that some work progresses every 180 days and the property owner requests inspection. A construction time limit ordinance normally sets a limit (often in the range of 1-2 years) per project to complete construction, which is based on the valuation of the project — larger, more expensive projects are typically provided more time. However, once the project exceeds the time limit, there would be a basis for imposition of fines. Having clear but reasonable rules regarding timeframes for construction allows property owners and their contractors to plan ahead and ensure construction is timely completed. It also discourages property owners from seeking permit approvals for projects which they do not have clear plans on how to complete.

**Environmental Considerations:** This Ordinance is exempt from the California Environmental Quality Act ("CEQA") under CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

**Financial Implications:** The recommended amendments to provide a more defined framework for issuing citations to property owners who are in violation of SLTCC Chapter 4.60 could encourage increased utilization of the administrative citation process and could lead to a possible

increase in code enforcement revenue. It is not possible to forecast a specific financial benefit to the City associated with such measures.

While the amendments would not directly change the cost of administrative citations issued under SLTCC Chapter 4.60, the amendments support City Council's discretion to change such costs in the future by resolution thus making program cost recovery more flexible.

**Policy Implications:** The proposed Ordinance would generally support the City of South Lake Tahoe Strategic Plan 2025-2030, Priority Three: Enhance Public Safety; and Priority Four: Grow and Diversify the Economy.

# Ordinance 2026-XXX

**Adopted by the City of South Lake Tahoe**
**City Council**

**October 6, 2026**

# Ordinance Amending Chapter 4.60 of the South Lake Tahoe City Code (Nuisances consisting of abandoned or substantially damaged nondwelling structures) to Expressly Authorize Daily Citations and Establish a Process for Referral of Uncorrected Nuisance Conditions to the City Attorney for Evaluation of Further Enforcement Action

## FINDINGS

A. On March 2, 1993, City Council adopted Ordinance 814 adding South Lake Tahoe City Code (SLTCC) Article VI to Chapter 17 and amending Chapter 8 to establish a process for remedying nuisances consisting of abandoned or substantially damaged nondwelling structures.

B. On March 26, 2024, City Council adopted Ordinance 2024-1182 amending SLTCC Chapters 4.60 (Nuisances consisting of abandoned or substantially damaged nondwelling structures) and 4.65 (Nuisances consisting of abandoned or substantially damaged dwelling structures) to include structures that are in a partial state of construction in the definition of abandoned building and to create consistency in remedying nuisances associated with nondwelling and dwelling structures.

C. At the City Council meeting on March 10, 2026, Councilmember Robbins requested, and Councilmember Horgan seconded, an item to bring back SLTCC Chapter 4.60 for possible amendment to require daily administrative citation for covered nondwelling structures.

D. At the City Council meeting on June 2, 2026, City Council considered a first reading of a proposed ordinance to amend SLTCC Chapter 4.60 and declined to adopt it. Instead, Council member Roberts requested, and Councilmember Horgan seconded, an item to bring back the proposed amendment to SLTCC Chapter 4.60 with additional revisions to require that, for instances in which a property remains in violation of SLTCC Chapter 4.60 after issuance of at least two citations, and in which a sixty-day period has elapsed after issuance of the first citation, and an additional sixty-day period has elapsed after issuance of the second citation, such matters shall be brought to City Council for review.

E. The present Ordinance brings this item back for a first reading with the requested revisions as well as additional revisions to covered nuisance abatement administrative action fee entitlement, and various changes to SLTCC 4.60.050 (Authority not exclusive). The procedure set forth in the proposed SLTCC amendment for seeking City Council's input in such matters is through a closed session City Council meeting to be requested by the City Attorney to discuss further potential enforcement action.

F. California Government Code section 53069.4 authorizes the City to make any violation of any ordinance enacted by the City subject to an administrative fine. The City shall set forth by ordinance the administrative procedures that shall govern the imposition, enforcement,

collection, and administrative review by the City of those administrative fines. (California Government Code section 53069.4(a)(1).)

**Now, Therefore, the City Council of City of South Lake Tahoe does ordain as follows:**

SECTION 1. Section 4.60.030 (Remedies) of Chapter 4.60 (Nuisances Consisting of Abandoned or Substantially Damaged Nondwelling Structures) of the South Lake Tahoe City Code is amended to read in its entirety as follows:

**4.60.030 Remedies.**

A. Abatement. Upon the building official's determination that a structure is an abandoned or substantially damaged nondwelling structure, the city may choose to abate the public nuisance under Chapter 4.40 SLTCC or under any alternative abatement process permitted under state law. Nothing in this section shall be construed as limiting the city's ability to concurrently or consecutively use any of those proceedings as the city may deem effective. In any action, including administrative action, to abate the nuisance, the prevailing party shall be entitled to recovery of attorneys' fees pursuant to Government Code section 38773.5.

B. Administrative Citation.

1. Upon the building official's, or their designee's, determination that a structure is an abandoned or substantially damaged nondwelling structure, the property owner(s) shall be deemed to have violated Chapter 4.60 SLTCC and the city may issue the property owner(s) an administrative citation in accordance with Chapter 2.30 SLTCC and this Chapter. City Council may set the amount of the administrative citation by resolution.

2. Unless the abandoned or substantially damaged nondwelling structure creates an immediate danger to public health or safety, the property owner(s) shall be provided, for a first violation, with a reasonable period of time to correct the condition as determined by the building official, or their designee. Failure to correct shall be deemed a continuing violation until the specified violation(s) are verified as corrected by the building official or their designee.

3. Each additional day within one year from the date of the first violation during which the building official, or their designee, finds a property has any condition which constitutes an abandoned or substantially damaged nondwelling structure shall constitute a separate violation and, at the discretion of the building official, or their designee, a daily administrative citation may be issued to the property owner(s).

SECTION 2. Section 4.60.040 (formerly titled "Authority not exclusive" and retitled herein as "Referral to City Attorney") of Chapter 4.60 (Nuisances Consisting of Abandoned or Substantially Damaged Nondwelling Structures) of the South Lake Tahoe City Code is amended in its entirety to read as follows:

**4.60.040 Referral to City Attorney.**

Upon the city's issuance to the property owner(s) of at least two citations under 4.60.030(B) SLTCC for which the condition remains uncorrected, a sixty-day period has elapsed after issuance of the first citation, and an additional sixty-day period has elapsed after issuance of the second citation, the matter shall be referred by the building official to the City Attorney to evaluate further enforcement action, including initiation of litigation pursuant to Code of Civil Procedure section 731. The City Attorney shall provide the City Council with such evaluation, and keep the City Council informed of enforcement activity at such properties.

SECTION 3. Section 4.60.050 of Chapter 4.60 (Nuisances Consisting of Abandoned or Substantially Damaged Nondwelling Structures) of the South Lake Tahoe City Code is added as a new subsection and will renumber the previous Section 4.60.040 (Authority not exclusive) from Section 4.60.040 to Section 4.60.050. It is amended in its entirety to read as follows:

**4.60.050 Authority not exclusive.**
The authority conferred by this chapter is not exclusive. Dwelling units, buildings and/or structures which are in violation of building code standards in Chapter 6.15 SLTCC, or otherwise in violation of California State Housing Law or other provisions of state law, shall be subject to abatement and enforcement in accordance with any applicable provision of law. Such enforcement action shall be administered by the city building department.

SECTION 4. 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 5. The City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") under CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

SECTION 6. The City Clerk is directed to certify this Ordinance and cause it to be published in the manner required by law.

SECTION 7. This Ordinance shall become effective 30 days following its adoption.

Adopted by the City of South Lake Tahoe City Council on October 6, 2026 by the following vote:

Yes:
No:
Abstain:
Absent:

_____ Date:_____
Cody Bass, 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.*

Chapter 4.60 (Nuisances Consisting of Abandoned or Substantially Damaged Nondwelling Structures) of the South Lake Tahoe City Code

**4.60.010 Recitals.**
The existence of abandoned or substantially damaged nondwelling structures, as defined herein, is considered an attractive nuisance, as such structures are found to constitute neighborhood blight and deterioration in the community. Further, these structures represent a significant safety hazard to the surrounding neighborhood and the community as they attract children and others to the dangerous condition of the abandoned or substantially damaged structures.

**4.60.020 Definitions.**
A. "Abandoned or substantially damaged nondwelling structure" means a structure which meets any of the following:

1. Whenever the building or structure has been so damaged by fire, wind, earthquake, snow, flood, or has otherwise become so dilapidated or deteriorated as to become:

a. An attractive nuisance to children; or

b. A harbor for vagrants; or as to

c. Enable persons to resort thereto or loiter therein for the purpose of committing unlawful acts; or

2. Whenever any structure is in such a condition as to constitute a public nuisance in any manner, under any provision of law or in equity; or

3. Whenever any portion of a structure remains on a site after the demolition or destruction of the structure or whenever any structure is abandoned for a period in excess of 180 days so as to constitute such structure or portion thereof a public or attractive nuisance or hazard to the public;

4. Whenever a structure has remained in a state of partial construction for a period of 180 days or more, and where the continuation of the condition is unsightly or hazardous to the public health, safety, or welfare.

B. "Nondwelling unit" means a structure not designed or intended to be used for occupancy for living and sleeping purposes.

4.60.030 Remedies.
A. Abatement.
Upon the building official's determination that a structure is an abandoned or substantially damaged nondwelling structure, the city may choose to abate the public nuisance under Chapter 4.40 SLTCC or under any alternative abatement process

permitted under state law~~, or issue administrative citations under Chapter 2.30 SLTCC~~. Nothing in this section shall be construed as limiting the city's ability to concurrently or consecutively use any of those proceedings as the city may deem effective. In any action, including administrative action, to abate the nuisance, the prevailing party shall be entitled to recovery of attorneys' fees pursuant to Government Code section 38773.5.

B. Administrative Citation.

1. Upon the building official's, or their designee's, determination that a structure is an abandoned or substantially damaged nondwelling structure, the property owner(s) shall be deemed to have violated Chapter 4.60 SLTCC and the city may issue the property owner(s) an administrative citation in accordance with Chapter 2.30 SLTCC and this Chapter. City Council may set the amount of the administrative citation by resolution.

2. Unless the abandoned or substantially damaged nondwelling structure creates an immediate danger to public health or safety, the property owner(s) shall be provided, for a first violation, with a reasonable period of time to correct the condition as determined by the building official, or their designee. Failure to correct shall be deemed a continuing violation until the specified violation(s) are verified as corrected by the building official or their designee.

3. Each additional day within one year from the date of the first violation during which the building official, or their designee, finds a property has any condition which constitutes an abandoned or substantially damaged nondwelling structure shall constitute a separate violation and, at the discretion of the building official, or their designee, a daily administrative citation may be issued to the property owner(s).

4.60.040 **Referral to City Attorney.**
Upon the city's issuance to the property owner(s) of at least two citations under 4.60.030(B) SLTCC for which the condition remains uncorrected, a sixty-day period has elapsed after issuance of the first citation, and an additional sixty-day period has elapsed after issuance of the second citation, the matter shall be referred by the building official to the City Attorney to evaluate further enforcement action, including initiation of litigation pursuant to Code of Civil Procedure section 731. The City Attorney shall provide the City Council with such evaluation, and keep the City Council informed of enforcement activity at such properties.

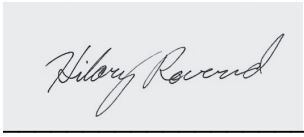
4.60.~~040~~ 050 **Authority not exclusive.**
The authority conferred by this chapter is not exclusive. Dwelling units, buildings and/or structures which ~~may meet the criteria for abandonment pursuant to the Uniform Building Code and other applicable provisions of state law~~ are in violation of building code standards ~~addressed~~ in Chapter 6.15 SLTCC, ~~and~~ or otherwise in violation of California State Housing Law or other provisions of state law, shall be subject to

abatement ~~of such structures~~ and enforcement in accordance with any applicable provision of law. Such enforcement action shall be administered by the city building department.

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, City Manager



**Meeting Date:** September 22, 2026

**Agenda Item #:**9

**Agenda Item:** Consider Approval of Lease Agreement with the Tahoe Basin Senior Citizens Center, Inc. to operate the Senior Center for a three-year term.

**Executive Summary:** Current operations of the Senior Center include the Tahoe Basin Senior Citizens Center (SLT Senior Center) offering programs and hosting events, El Dorado County Health and Human Services overseeing the senior nutrition program and the Cityâ€™s Parks and Recreation Department providing maintenance, janitorial, landscaping and scheduling the Senior Centerâ€™s room reservation calendar. The City opened the new Multigenerational Recreation & Aquatics Center (Rec Center) in April, 2026. The City currently offers multigenerational programming including programming for seniors at the Rec Center. El Dorado County plans to move the senior nutrition program and other senior services programs over to the new Rec Center. SLT Senior Center would like to continue operating their program at the Senior Center after the County moves to the new Rec Center. City staff prepared a lease agreement with SLT Senior Center to continue operations and programming a the Senior Center for a term of three years with the option for an extension. Entering into this agreement will provide more options for the senior community to access programming options. Costs to the City will include paying for utilities which in fiscal year 26/27 is budgeted to total $49,200. Public Works estimates there are upwards of $580,000 in facility projects identified for needing replacement or repairs for the Senior Center over the next ten years. Over the course of the term of this agreement, repairs required to maintain habitability total an estimated $95,299 and do not include any unforeseen additional costs for repairs that may come up during the term of the contract. Additional repairs for the building will be necessary to maintain habitability if the term is to extend beyond the three-year term. There are also ongoing costs associated with labor and supplies from the Parks Division for ongoing janitorial and landscaping duties. Staff recommend Council pass a Motion authorizing the Mayor to execute an agreement with SLT Senior Center to continue to operate the Senior Center supporting Strategic Plan Priority 7.6 Partner for Senior Services.

**Requested Action / Suggested Motions:** Pass a Motion authorizing the City to enter into a lease agreement with The Tahoe Basin Senior Citizens Center, Inc. to operate the Senior Center for a three-year term and authorize the City Manager to insert an exclusive use date once the City is updated by the County of moving County programming to the Rec Center.

**Responsible Staff Member:** John Stark, Director of Parks & Recreation

**Reviewed and Approved By:** Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Sergio Rudin, Interim City Attorney

**Attachments:**

South_Lake_Tahoe_Senior_Center_Lease_9.9_draft-c1_9.16.26 (SAR).docx
01-Staff_Report_-_Future_of_Senior_Center_9.10.26_RRnotes-c1_9.16_update.docx

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

## Meeting Date: September 22, 2026

**Title: Consider Approval of Lease Agreement with the Tahoe Basin Senior Citizens Center, Inc. to operate the Senior Center for a three-year term.**

**Location:** Senior Center

**Responsible Staff Member:** John Stark, Director of Parks and Recreation (530) 307-9145

**Background:** Current operations of the Senior Center include The Tahoe Basin Senior Citizens Center (SLT Senior Center) offering programs and hosting events, El Dorado County Health and Human Services overseeing the senior nutrition program and the City's Parks and Recreation Department providing maintenance, janitorial, landscaping and scheduling the Senior Center's room reservation calendar.

The City opened the new Multigenerational Recreation and Aquatics Center (Rec Center) April 18, 2026. The City currently offers multigenerational programming including programs for seniors at the Rec Center. El Dorado County plans to move the senior nutrition program as well as their other senior services programs to the new Rec Center and has not yet identified a date for the move. County staff will bring this item to the County Board of Supervisors on September 29, 2026, with their recommendation to approve the move of County programs to the new Rec Center.

SLT Senior Center would like to continue their operations of the Senior Center after the County moves services to the Rec Center. SLT Senior Center confirmed on June 15, 2026, with the Parks & Recreation Department that they are operating as a non-profit organization. Staff prepared a lease agreement for SLT Senior Center to continue operations and programming at the Senior Center for a term of three years with the option to extend the agreement.

Currently, El Dorado County is also operating, conducting, or administering County-sponsored programs, services, activities, or events at the Senior Center. The agreement provides that SLT Senior Center will have exclusive use once the County has vacated the building and moved its programs to the Rec Center, which at present, is anticipated to occur no later than November 1, and until such time, SLT Senior Center shall have a non-exclusive license to use the Premises in conjunction with El Dorado County. SLT Senior Center shall need to coordinate with the County, which they already do, to avoid conflicts in scheduling, facility operations, participant access, and safety requirements.

**Issue and Discussion:** City staff propose entering into a lease agreement with SLT Senior Center for a term of three years. The key lease terms include the following:

- Exclusive use of the Senior Center by The Tahoe Basin Senior Citizens Center, subject to a period of non-exclusive use until the County completes the move to the new Rec Center
- Common parking lot use with the Museum
- Term includes a 3 year agreement, and 30 day right of termination.
- No rent to be collected, no security deposit
- City to pay utility costs
- Tenant improvements allowed subject to approval by the City.
- Assignment and subletting prohibited.
- The Tahoe Basin Senior Citizens Center to provide insurance, indemnification of City

The City's Parks and Recreation Department would continue to be responsible for maintenance, landscaping and janitorial service for the building. The City will be responsible for any building improvements necessary to continue making the building habitable. In 2024 and 2025, the HVAC components were replaced including two condenser units, two split system AC/furnace units and the packaged rooftop AC unit. Public Works estimates there are upwards of $580,000 in potential facility projects or repairs in the next ten years. These anticipated needs are based primarily on a third-party Facility Condition Assessment (FCA) prepared by Faithful+Gould and updated by Public Works to reflect completed work, current conditions and revised project allowances.

Over the course of the term of this agreement, the following facility projects are likely necessary to continue habitability of the building:

- Sewer lateral replacement $75,000
- Replace hot water heater $4,269
- Replace window AC unit $5,155
- Clean duct work $10,875

These repairs total an estimated $95,299 and do not include any unforeseen additional costs for repairs that may come up during the term of the contract.

The FCA also identified additional deferred maintenance and capital renewal needs that are not directly associated with short-term habitability but may be necessary to support the continued useful life of the facility. Identified work includes exterior painting and sealing, exterior wood and CMU repairs, window and roofing replacement, interior finishes, flooring and ceilings, parking lot and pedestrian improvements, irrigation and other building system repairs. The timing and necessity of these projects will depend on facility condition, available funding and the duration of continued use.

El Dorado County recently completed a high-level assessment of the facility and determined that, while the building remains usable for current operations, it has significant age-related deterioration and deferred maintenance. Observed concerns included the roofing system and localized soft areas, deteriorated exterior soffits, exterior finishes, parking and pedestrian areas, accessibility improvements, aging mechanical and electrical systems, restroom improvements and worn interior finishes. The facility is being provided on an AS-IS condition.

The County developed a preliminary rough-order-of-magnitude estimate of approximately $2.0 million to $2.5 million for a broader rehabilitation program intended to support continued use of the facility for another five to ten years. This estimate represents a more comprehensive rehabilitation scenario than the City's FCA-based capital planning figure. Given the age of the facility, deferred

maintenance and anticipated capital investment, the County also identified concerns regarding the building's suitability as a long-term solution.

Staff recommends entering into the proposed agreement because the facility remains usable, the proposed lease term is limited to three years, and the anticipated near-term repairs necessary to maintain habitability are substantially less than the broader long-term capital needs identified for the facility. The agreement would allow SLT Senior Center programming to continue while preserving the City's ability to evaluate the long-term future of the facility before committing to significant capital rehabilitation.

Entering into an agreement with SLT Senior Center will provide more options for the senior community for programming by allowing the Senior Center to remain open in addition to services provided by the County and programming by the City at the new Rec Center.

Staff request the Council pass a Motion authorizing the City to execute an agreement with SLT Senior Center to operate the Senior Center and authorize the City Manager to insert an exclusive use date once the City is updated by the County of moving County programming to the Rec Center.

**Financial Implications:** Costs associated with maintenance of the building, landscaping and janitorial will continue for the City. Public Works estimates there are upwards of $580,000 in facility projects identified for needing replacement or repairs in the next ten years. Over the course of the term of this agreement, repairs required to maintain habitability total an estimated $95,299 and do not include any unforeseen additional costs for repairs that may come up during the term of the contract.

Additional repairs for the building will be necessary to maintain habitability if the term is to extend beyond the three-year term.

There are also ongoing costs related to the paying of utilities which was budgeted in fiscal year 26/27 totaling $49,200. As well as costs associated with labor and supplies from the Parks Division for ongoing janitorial and landscaping duties.

**Environmental Considerations:** An agreement with SLT Senior Center to operate the Senior Center is exempt from environmental review pursuant to CEQA Guidelines Section 15061 (b) (3). The activity is covered by the common-sense exemption that CEQA only applies to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

**Policy Implications:** Strategic Plan Priority 7.6 Partner for Senior Services.

# LEASE AGREEMENT

This Lease Agreement is made and entered into as of the 22nd day of September 2026 by and between the City of South Lake Tahoe, a California municipal corporation ("City" or "Lessor"), and The Tahoe Basin Senior Citizens Center, Inc., a California nonprofit public benefit corporation ("Lessee") (collectively "Parties").

## RECITALS

A. WHEREAS, the City owns that certain real property more fully described in **Exhibit A** (herein the "Leased Premises"); and

B. WHEREAS, Lessee desires to lease said property for the purpose of delivery of programs, services, activities, events, and related uses that serve seniors in the South Lake Tahoe community with a primary emphasis on recreational activities.

## AGREEMENT

1. Scope and Purpose of Lease. Subject to the provisions herein, the City hereby grants a lease to Lessee for the exclusive use and occupancy of the Leased Premises for operation of the South Lake Tahoe Senior Center and delivery of programs, services, social and other activities, events, and related uses that serve seniors in the South Lake Tahoe community with a primary emphasis on recreational activities (the "Permitted Use.") Lessee shall not use the Leased Premises for any unauthorized or illegal purpose or permit any other unpermitted activity within or from the Leased Premises. Lessee shall not conduct or permit any public or private nuisance in, on, or from the Leased Premises. City retains the right to approve or disapprove any additional services or uses beyond the Permitted Use.

2. The Leased Premises. The property being leased is more specifically identified in Exhibit A, attached hereto and incorporated herein by reference, and is located at 3050 Lake Tahoe Boulevard, South Lake Tahoe, CA 96150, the Senior Center building located at the City's 56 Acre recreation area, together with non-exclusive use of the shared parking lot serving the Senior Center and museum. The exact premises boundaries and legal description/site plan shall be attached as Exhibit A.

3. Term of Lease; Possession. The term of this Lease Agreement (the "Term") shall be for a three-year term commencing on September 22, 2026, and ending on September 21, 2029. The Parties may renew or extend this Lease Agreement only by mutual written agreement, subject to South Lake Tahoe City Council approval.

4. County of El Dorado Use and Vacation; License for Initial Non-Exclusive Use Period.

Lessee currently uses the Premises for its programming in coordination with the County of El Dorado (the "County"), which also currently uses the Leased Premises for its own programs, services and related uses that serve seniors in the County. Lessee acknowledges that the County has the right to use and occupy the Premises in accordance with the terms of various agreements with the City, and until such time as County vacates its use of the Premises, Lessee is only granted a non-exclusive license to use the Leased Premises for the Permitted Use, in coordination with the County, and subject to all other terms and conditions of this Lease Agreement governing occupancy and use.

The City anticipates that the County will vacate the Leased Premises by November 1, 2026. In the event that the County does not vacate on the date set forth above, Lessee shall coordinate with the County on continued non-exclusive use until the date the County vacates the Leased Premises. In the event the County does not vacate by November 1, 2026, it will not be deemed a breach of the Lease Agreement by the City. Upon County's vacation of the Leased Premises, Lessee shall be granted exclusive use of the Premises.

5. Lease Payment; Security Deposit. The City shall not require Lessee to pay any rent, license fee, or security deposit for the subject Lease. The Parties intend for this Lease Agreement to support provision of senior services to the community.

6. Revenue and Tax Code 107.6 Disclosure - Possessory Interest Taxes. Lessee acknowledges that Lessee's use and occupancy of the Leased Premises may create a possessory interest subject to assessment and taxation by the County of El Dorado or other applicable taxing authority. Lessee shall be solely responsible for, and shall timely pay, all possessory interest taxes, assessments, penalties, and interest levied or assessed against Lessee's possessory interest or use of the Leased Premises during the Term. Lessee shall promptly provide City with evidence of payment upon City's reasonable request. Lessee shall not be responsible for real property taxes or assessments imposed on City's fee interest in the Leased Premises, except to the extent expressly attributable to Lessee's possessory interest.

7. Utilities. City will pay utilities serving the Leased Premises. Lessee shall be responsible for its telephone, internet, cable, and other communications services unless City agrees otherwise in writing.

8. City Services. Subject to City budget appropriations and operational needs, City will continue to provide janitorial services, landscaping, and routine facility maintenance.

9. Tenant Care Obligations. Lessee shall keep the Leased Premises orderly, sanitary, and free of waste; and promptly notify City of damage or unsafe conditions. Lessee shall repair any area damaged by Lessee, its employees, volunteers, contractors, program participants, invitees, or guests, whether through active or passive negligence, excluding ordinary wear and tear and City-responsible maintenance.

   Should Lessee fail, neglect or refuse to do so, the City shall have the right, but not the obligation, to perform such repairs and the Lessee agrees to promptly reimburse the City for the cost thereof (plus an additional twenty percent (20%) for overhead), provided, however, that the City shall first give Lessee reasonable notice of its intention to perform such repairs. City shall not be obligated to make any repairs unless otherwise required by this Lease Agreement.

   City reserves the right of entry for its employees and agents to inspect the Leased Premises as deemed necessary by City, and the right (but not obligation unless otherwise required by this Lease Agreement) to do any and all work of any nature necessary for preservation, maintenance and operation of the Leased Premises. Lessee shall be given reasonable notice when any such work may become necessary and will adjust operations to permit City to proceed expeditiously with such work.

   City shall not be liable to Lessee for injury or damage that may result from any defect in the construction or condition of the Leased Premises, nor for any damage that may result from interruption of Lessee's use of the Leased Premises during any repairs by City. Lessee waives any right to repair the Leased Premises at the expense of City under any applicable law.

10. Capital Repairs; Alterations; Improvements. City Facilities Division is responsible for planning and implementing City capital projects, including capital repairs and Americans with Disabilities Act, 42 U.S.C. § 12101 et seq, as amended ("ADA"), improvements, through the City's established capital projects program, subject to funding, applicable approvals, and applicable law. Lessee shall submit proposed

improvements, alterations, installations, or modifications in writing to City's Facilities Division and Parks and Recreation Department. No work may proceed without City's prior written approval and unless and until Lessee obtains all required permits. Improvements shall be compliant with applicable law.

Unless City directs otherwise in writing before installation, approved permanent improvements become City property upon installation and remain at the Leased Premises at the end of this Lease Agreement without compensation. City may require removal of non-permanent improvements, equipment, fixtures, or unauthorized work and restoration of the Leased Premises at Lessee's expense.

11. Lessee's Exclusive Occupancy; Condition of Premises, Possession. Subject to the provisions of Section 4 regarding continued use by the County, Lessee's occupancy of the Leased Premises shall be exclusive during the Term, but subject to City's right of entry, inspection, maintenance, repair, capital improvement, compliance, and emergency access. Lessee accepts the Leased Premises in its existing "AS-IS, WITH ALL FAULTS" condition. City makes no warranties except as expressly stated in this Lease Agreement. Lessee acknowledges that they are presently in possession of the Premises.

12. Use; City Right of Entry. The City, its agents, employees and contractors shall have the right to enter the Leased Premises for any purpose that does not unreasonably interfere with the rights granted to Lessee under this Lease Agreement. Such purposes may include but are not limited to the City entering to: inspect the Leased Premises; determine whether Lessee is complying with the Lease Agreement; and make repairs, alterations or improvements. City may enter upon reasonable notice; no advance notice is required in an emergency.

    a. Qualifications on Use.
    Lessee hereby acknowledges that its use of the Leased Premises consists of the Permitted Use set forth in Paragraph 1 of this Lease Agreement.

    All other uses shall be considered a breach of this Lease Agreement, and shall give the City authority to immediately terminate this Lease, unless however, the Lessee obtains prior written consent from City no later than 30 days before the commencement of the intended activity.

    b. Prior Encumbrances.
    This Lease Agreement is subject to all easements, leases, liens, conditions, restrictions, encumbrances and claims of title which may affect the Leased

Premises. Lessee is responsible for any title investigation it wishes to conduct, and no representations have been made by the City.

c. Licenses, Permits, etc.
Lessee shall, at Lessee's own cost and expense, obtain and maintain all licenses, permits, certificates or other authorizations of any governmental authority having jurisdiction over the Leased Premises and Lessee's use of the Leased Premises; without limiting the generality of the foregoing, Lessee shall comply with all applicable laws, resolutions, codes, rules, orders, directions, policies, ordinances and regulations of any department, bureau or agency or any governmental authority having jurisdiction over the operations, occupancy, and use of the Leased Premises for the purposes hereunder, except for those requiring major alterations to the Leased Premises as distinguished from those relating to furniture, fixtures or equipment of Lessee therein. Lessee shall indemnify and save City harmless from and against any claims, penalties, losses, damages or expenses imposed by reason of Lessee's violation of any applicable law or the rules and regulations of governmental authorities having jurisdiction thereof.

13. Termination. Either Party may terminate this Lease Agreement without cause upon at least thirty (30) days' prior written notice to the other Party. City may terminate this Lease Agreement immediately for material breach, unlawful use, or an emergency affecting health, safety, or the Leased Premises, subject to any notice or cure period required by law.

Termination, revocation, or expiration of this Lease Agreement shall not release either Party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

Upon termination, revocation or expiration of this Lease Agreement, Lessee shall discontinue the use of the Leased Premises and, upon written notice from City, remove from the Leased Premises all personal property. Lessee shall restore the Leased Premises as nearly as possible to the condition in which they existed immediately prior to the execution of this Lease Agreement. Property of Lessee not removed from the Leased Premises within 60 days after the termination, revocation, or expiration of this Lease, shall become the property of the City.

Upon the end of the term of this Lease Agreement, as provided herein, or any extension thereof, or sooner termination of this Lease Agreement, Lessee shall

surrender to City the Leased Premises, together with all improvements except as herein above provided in good condition, reasonable wear and tear excepted.

In the event Lessee holds over the term of this Lease Agreement with the written consent of the City, such holding over shall be deemed a tenancy from month-to-month, subject to all other provisions of this Lease Agreement. Either party may terminate such holdover upon thirty (30) days' written notice.

If this Lease Agreement is terminated, City shall have all of the rights and remedies of a landlord provided by California Civil Code section 1951.2, in addition to any other rights and remedies City may have. The damages which City may recover shall include, without limitation, all reasonable costs incurred by City in restoring the Leased Premises in good order and condition.

14. Damage, Destruction, Condemnation, and Maintenance Funding. City may terminate this Lease if the building is damaged, destroyed, condemned, or otherwise becomes unavailable for Lessee's use, or if sufficient maintenance funding is not allocated to the property by South Lake Tahoe City Council. City has no obligation to repair, replace, or rebuild the facility except as expressly approved by City in writing.

15. Indemnity. Lessee hereby agrees to and shall defend, indemnify and hold harmless City, its elected and appointed officials, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Lease Agreement or caused in any way by Lessee's use of the Leased Premises, except for any such claims arising out of the active negligence or willful misconduct of the City.

City does not, and shall not, waive any rights against Lessee which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Lessee, of any of the insurance policies hereinafter set forth. This hold harmless agreement by Lessee shall apply to all damages and claims for damages, or alleged to have been suffered, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Lessee further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges and expenses and causes of action whatsoever arising out of or in any

way connected with this Lease Agreement, and Lessee's use of the Leased Premises pursuant to this Lease Agreement.

16. Limitation of City's Liability. Notwithstanding anything to the contrary in this Lease Agreement, City's obligations and liability under or arising out of this Lease Agreement are strictly limited to City's interest in the Leased Premises and any rents, revenues, insurance proceeds, condemnation awards, or other proceeds actually received by City in connection with the Leased Premises. No recourse may be had against City's general fund, treasury, tax revenues, other funds, assets, properties, officers, officials, employees, agents, or elected or appointed representatives. Lessee expressly waives any right to seek, and shall not seek, recovery from any source other than City's interest in the Leased Premises as expressly provided in this Paragraph. This limitation does not limit City's obligations to the extent such limitation is prohibited by applicable law.

17. Insurance Requirements.

a. Coverage. Lessee and its contractor(s), if any, at its own cost and expense, shall procure and maintain, for the duration of this Lease Agreement, the following insurance policies which shall protect City, the County of El Dorado, and each's respective officers, officials, agents, employees, and volunteers from any claims for damages for personal injury, including death, and/or property damage, to third parties which may arise from Lessee's operations under this Lease Agreement:

i. Workers' Compensation Coverage. Lessee shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Lessee shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, the County of El Dorado, and each's respective officers, officials, agents, employees and volunteers for losses arising from work performed by Lessee for City or County of El Dorado.

ii. Commercial General Liability Coverage. Lessee shall maintain in full force and effect for the period covered by this Lease Agreement, commercial general liability insurance. This insurance shall include but shall not be limited to comprehensive general liability insurance providing protection against claims arising from: (i) Premises/Operations; (ii) Contractual Liability; (iii) Products and Completed Operations; and (iv) Personal and Advertising Injury. This policy must provide coverage for bodily injury, sickness, disease, or death, and damage to third-party property resulting from any act, omission, or occurrence arising out of Lessee's operations or use of the Leased Premises during the term of this Lease Agreement. To the extent any property is under the care, custody, or control of the Lessee, or occupied by the Lessee, the Lessee shall maintain Special Form ("All-Risk") Property Insurance covering the full replacement cost of such property against any physical loss or damage arising out of Lessee's operations or occupancy. Lessee's liability policies shall include Broad Form Property Damage coverage or an endorsement explicitly removing the Care, Custody, or Control exclusion. The policy shall provide a minimum limit of Five Million Dollars ($5,000,000) per occurrence applying to bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Lease Agreement (via a "per location" endorsement), or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Lessee shall maintain automobile liability insurance coverage for bodily injury and property damage for all activities of the Lessee arising out of or in connection with the work to be performed under this Lease Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than five million dollars ($5,000,000) per occurrence.

iv. Leasehold Improvements. During the Term, Lessee shall maintain in full force and effect on all leasehold improvements, interior and exterior signage, fixtures, merchandise, and other personal property from time to time in, on or upon the Leased Premises, fire and extended coverage insurance in the amount of the full replacement value thereof containing sprinkler leakage, replacement cost and inflation endorsements, and providing for no deductible in excess of two thousand dollars ($2,000) per loss. All proceeds from the

insurance required pursuant to this subsection shall be used for the repair or replacement of the property damaged or destroyed. City, County of El Dorado and Lessee shall be named as co-insureds as to coverage of leasehold improvements, and alterations, though not as to Lessee's personal property.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. City, the County of El Dorado, and each's respective elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under Lessee's General Liability and Automobile Liability policies with respect to liability arising out of this Lease Agreement and/or work performed by or on behalf of the Lessee, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects City, County of El Dorado, and each's respective elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by City or County of El Dorado, including any self-insured retention City or County of El Dorado may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Lessee.

iv. The insurer waives all rights of subrogation against City and County of El Dorado except for Lessee's Professional Liability and Employers' Liability policies, each's respective elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City and County of El Dorado, each's respective elected or appointed officers, officials, employees, agents or volunteers.

vi. No policies of insurance carried by Lessee shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City Attorney by Certified Mail.

c. Deductibles and Self-Insured Retentions. The Lessee shall be responsible for all deductibles in all of Lessee's insurance policies. The amount of deductibles for insurance coverage required herein shall be reasonable.

d. Certificates of Insurance. Lessee shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Lessee shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Lessee allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

18. Hazardous Materials. Lessee, its agents, employees and contractors, at all times, shall keep the Leased Premises and common areas free of Hazardous Materials (as hereinafter defined). Lessee shall not bring, use, generate, manufacture, store, release, or dispose of Hazardous Materials in, on, or about the Leased Premises or the common areas, except ordinary quantities of lawful cleaning or program supplies used in compliance with applicable law and City policies. "Hazardous Materials" shall include, but not be limited to, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq.; and those substances defined as "hazardous wastes" in Section 25117 of the California Health & Safety Code or as "hazardous substances" in Section 25316 of the California Health & Safety Code and in the regulations adopted and publications promulgated pursuant to said laws.

19. Notices. Any notice required to be given under this Lease Agreement shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City Manager
City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150

If to Lessee: The Tahoe Basin Senior Center, Inc.
3050 Lake Tahoe Blvd.
South Lake Tahoe, CA 96150

20. Assignment and Subleasing. This Lease Agreement is personal to Lessee. As such, Lessee has no right to assign this Lease Agreement in whole or in part or sublease the Leased Premises in whole or in part, grant concessions in or upon the Leased Premises, or create any separate possessory interest without City's prior written approval. Neither this Lease nor any interest in this Lease shall be assignable without the prior written consent of City.

Lessee may retain contract instructors and may schedule or allow other organizations to use rooms when such use supports services to seniors, remains under Lessee's management and control, complies with the Permitted Use, and does not create a sublease, assignment, or separate possessory interest without City approval. Lessee cannot charge other organizations for such use.

21. Waiver. Waiver of a breach or default under this Lease Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Lease Agreement.

22. Dispute Resolution. Any dispute concerning this Lease Agreement will be first submitted to the City Manager or their designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure section 1094.5, and as provided by law.

23. Controlling Law Venue. This Lease Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Lease Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

24. Equal Opportunity Employment. Lessee represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age, or other class protected by applicable law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

25. Americans with Disabilities Act. By signing this Lease Agreement, Lessee assures the City that it complies with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et. seq., as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to same, in its operations and programs at the Leased Premises.

26. Amendments. This Lease Agreement may be modified or amended only by a written document executed by both Lessee and City and approved as to form by the City Attorney.

27. Severability. If any term or portion of this Lease Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Lease Agreement shall continue in full force and effect.

28. Entire Agreement. This Lease Agreement constitutes the complete and exclusive statement of agreement between City and Lessee. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Lease Agreement.

29. Execution. This Lease Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the Parties when at least one copy hereof shall have been signed by both Parties hereto. In approving this Lease Agreement, it shall not be necessary to produce or account for more than one such counterpart.

30. Time is of the Essence. Time is of the essence for this Lease Agreement.

31. Authority to Enter Agreement. Lessee has all requisite power and authority to execute, deliver, and perform under this Lease Agreement. Each Party warrants that the individuals who have signed this Lease Agreement have the legal power,

right, and authority to make this Lease Agreement and to bind each respective party.

32. Waiver of California Civil Code Sections. To the extent permitted by law, Lessee waives the following provisions of California Civil Code: (i) Section 1932(1) with respect to the termination of the Lease Agreement due to failure, interruption or inability of Lessor to provide the services set forth in this Lease Agreement; (ii) Sections 1932(2) and 1933(4) with respect to the destruction of the Leased Premises; (iii) Sections 1941 and 1942 with respect to City's repair duties and Lessee's right to repair; and (iv) Section 1943 that provides a lease for real property is presumed to be a month to month tenancy unless otherwise designated in writing. This waiver applies to amendments or modifications to the cited sections and any future statutes enacted in addition or in substitution to the statutes specified herein.

33. CASp Disclosure. Pursuant to California Civil Code section 1938, City states that the Leased Premises has not undergone inspection by a Certified Access Specialist ("CASp"). A CASp can inspect the Leased Premises and determine whether it complies with all applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Leased Premises, the City may not prohibit the Lessee from obtaining a CASp inspection of the Leased Premises for the occupancy or potential occupancy of the Lessee, if requested by the Lessee. The Parties shall mutually agree on the arrangements for the time and manner of any CASp inspection, the payment of the inspection fees, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Leased Premises.

34. Attorneys' Fees. Each Party shall bear its own attorneys' fees and costs in any dispute arising from this Lease Agreement, except where otherwise required by law or ordered by a court.

IN WITNESS WHEREOF, the Parties have caused this Lease Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE: SOUTH LAKE TAHOE SENIORS INC.:

By_____ By_____
Cody Bass, Mayor Trudith Morgan, Secretary

APPROVED AS TO FORM:

By_____
Sergio Rudin, Interim City Attorney

ATTEST:

By_____
Susan Blankenship, City Clerk

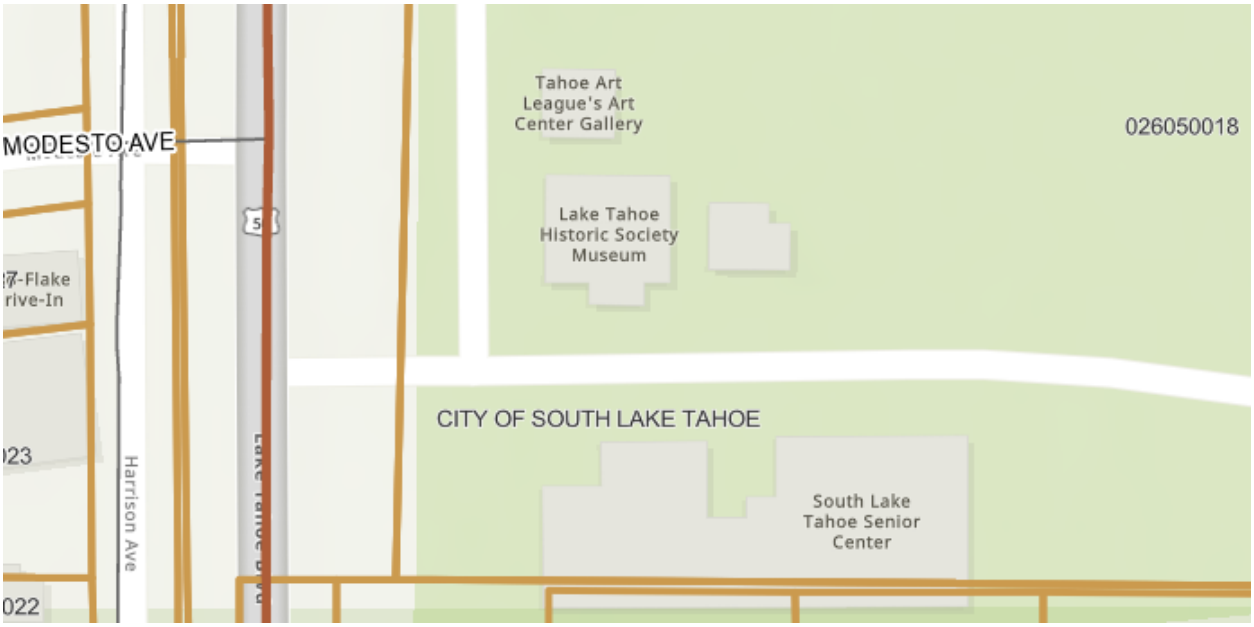
Attachments:

Exhibit A – Description of the Leased Premises

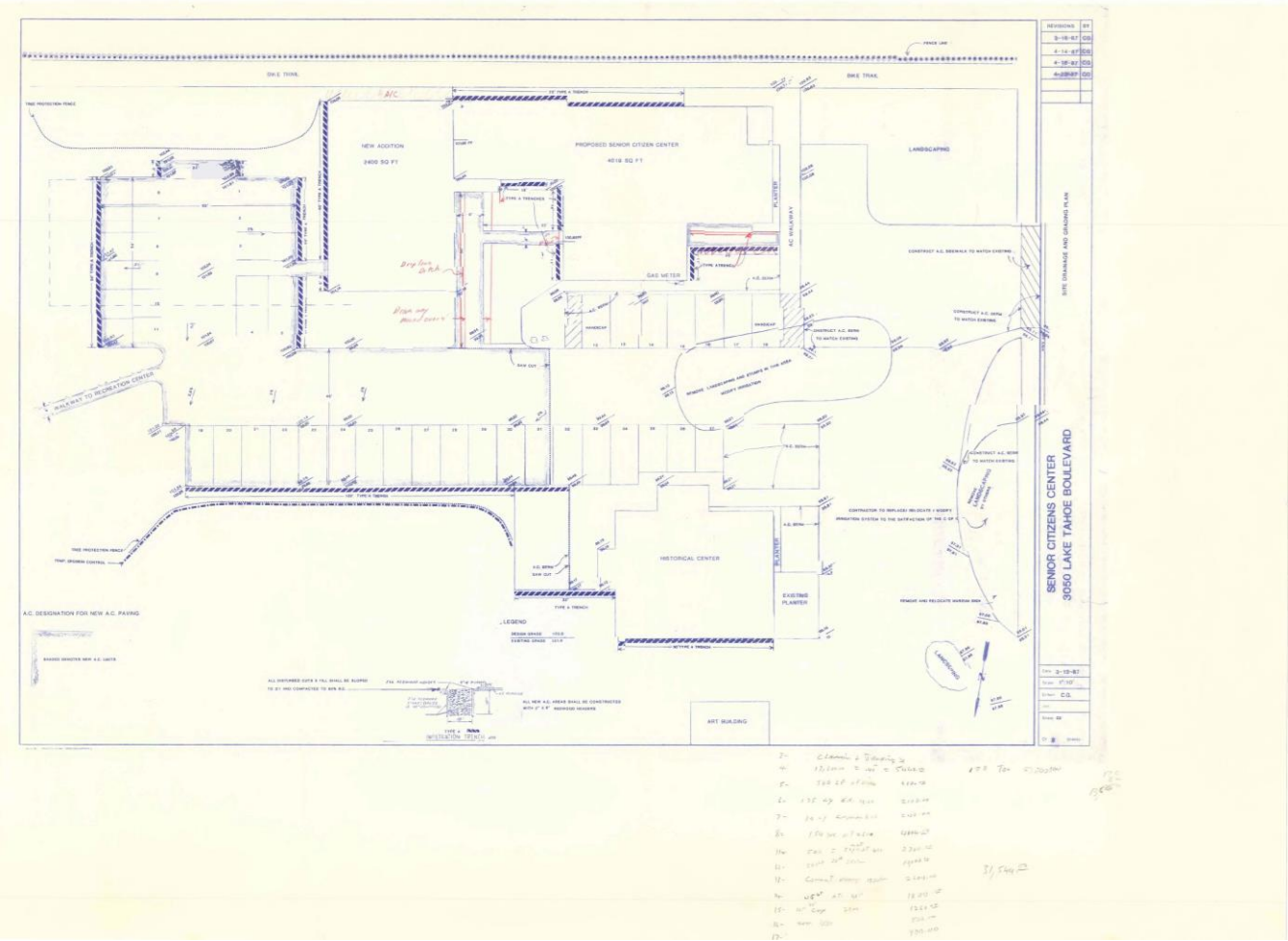
## EXHIBIT A

## DESCRIPTION OF THE LEASED PREMISES

Leased premises limited to the footprint of the South Lake Tahoe Senior Center building and shared parking lot located at 3050 Lake Tahoe Boulevard, South Lake Tahoe, CA 96150. Parking lot use is non-exclusive and to be shared with Lake Tahoe Historical Society Museum.



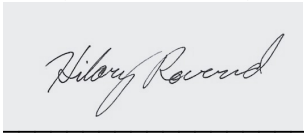

Site plan for South Lake Tahoe Senior Center building leased premises located at 3050 Lake Tahoe Boulevard, South Lake Tahoe, CA 96150.


NEW ADDITION
2400 SQ FT
PROPOSED SENIOR CITIZEN CENTER
4018 SQ FT
LANDSCAPING
GAS METER
HISTORICAL CENTER
EXISTING PLANTER
ART BUILDING
SENIOR CITIZENS CENTER
3050 LAKE TAHOE BOULEVARD
SITE DRAINAGE AND GRADING PLAN

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, City Manager



**Meeting Date:** September 22, 2026

**Agenda Item #:** 10

**Agenda Item:** Appointment of a Parks and Recreation Commissioner to Fill an Unexpired Term

**Executive Summary:** On August 31, 2026, Parks and Recreation Commissioner Costigan submitted a letter of resignation. His term ends in February 2028. The City Clerk's Office posted a Notice of Vacancy to solicit applicants to fill the unexpired term. A total of one application was received. City Council is asked to review the application and appoint one individual to fill the unexpired term through February 2028, or direct the City Clerk's Office to continue to solicit for applicants if no appointment is made.

**Requested Action / Suggested Motions:** Review applications and either: 1) Pass a Motion appointing an applicant to fill an unexpired term on the Parks and Recreation Commission ending in February 2028; or 2) direct the City Clerk to continue to solicit applications if no appointment is made.

**Responsible Staff Member:** Michelle Davis, Assistant City Clerk

**Reviewed and Approved By:** Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Sergio Rudin, Interim City Attorney

**Attachments:**

01- Staff Report- Appointment of a Parks and Recreation Commissioner to Fill an Unexpired Term.docx

02- Cade-Bauer Application.pdf

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

## Meeting Date: September 22, 2026

**Title: Appointment of a Parks and Recreation Commissioner to Fill an Unexpired Term**

**Location:** Citywide

**Responsible Staff Member:** Michelle Davis, Assistant City Clerk

**Background:** On August 31, 2026, Commissioner Costigan submitted a letter of resignation to the Parks and Recreation Commission. His term expires in February 2028. Resolution 2024-016 directs the City Clerk to maintain an "Applicant List" for those applicants *not* appointed to each Commission during the last round of solicitation. Because all applicants were selected during the last round of appointments to the Parks and Recreation Commission, the applicant list is currently empty. The City Clerk's Office posted a Notice of Vacancy for the Parks and Recreation Commission to solicit new applications. One application was received.

**Issue and Discussion:** City Council is asked to review applications and select one individual to fill the unexpired term on the Parks and Recreation Commission through February 2028, or direct the City Clerk to continue to solicit applications if no appointment is made.

**Financial Implications:** Costs associated with City Clerk and 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 2024-16 and conforms to City Council Protocols.

# 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: |
|---|---|---|---|
| Heather | M | Cade-Bauer | Parks & Rec |

RESIDENCE: STREET ADDRESS [redacted] CITY STATE ZIP CODE

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: [redacted] BUSINESS: EMAIL ADDRESS: [redacted]

EMPLOYER:
N/A

EDUCATION/EXPERIENCE:

AA Liberal Arts w/Math & Science Emphasis, 14+ years exp working in the public sector, construction RFPs while at LTCC

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

Currently TPNS Board Secretary & STDGA Board President, Previously SH PTA Treasurer, LTCC CEU President & CES Secretary & VP

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

To be a voice for the citizens when making suggestions for park and recreation facilities in the city.

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:
Not that I am aware of at this time.

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.

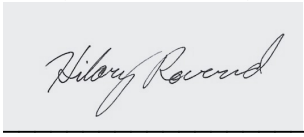
DATE: 9/15/2026 SIGNATURE: [redacted]

WHEN COMPLETED RETURN FORM
TO: Office of the City Clerk
Attn: Michelle Davis - City Clerk 1901
Lisa Maloff Way, Ste 206
South Lake Tahoe, CA 96150
PH: (530) 542-6004
medavis@cityofslt.us

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, City Manager



**Meeting Date:** September 22, 2026

**Agenda Item #:** 11

**Agenda Item:** Selection of League of California Cities Annual Conference Voting Delegate and Alternate

**Executive Summary:** Councilmember Jinkens is the City Council representative for the League of California Cities and is attending the conference. City Council action is required to select a voting delegate and alternate (if any) for the General Assembly at the League of California Cities Annual Conference taking place Sept. 23-25 at the Anaheim Convention Center.

**Requested Action / Suggested Motions:** (1) Pass a Motion selecting a Voting Delegate for the League of California Cities Annual Conference General Assembly (Anaheim, CA, September 23-25) and (2) Pass a Motion Selecting an Alternate (if any)

**Responsible Staff Member:** Susan Blankenship, City Clerk

**Reviewed and Approved By:** Olga Tikhomirova, Director of Finance Sergio Rudin, Interim City Attorney

**Attachments:**

01-Staff Report-League Conference Voting Delegate.docx
02-2026 Voting Delegate Packet
03-2026 Resolution Packet-One Item

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

## Meeting Date: September 22, 2026

**Title:** League of California Cities Annual Conference Voting Delegate and Alternate

**Location:** Anaheim, CA

**Responsible Staff Member:** Susan Blankenship, City Clerk

**Background:** At the League of California Cities Annual Conference, each member city can vote on Cal Cities policy issues during the General Assembly. To do this, the City Council must choose one voting delegate and one alternate. Their names must be sent to the League by the City Clerk no later than September 23, 2026.

Councilmember Jinkens, who serves as the City's representative to the League, has already signed up to attend the conference in September. The City Council must take action to officially choose the voting delegate and alternate for the General Assembly.

**Financial Implications:** There are no financial obligations associated with this selection.

**Environmental Considerations:** The approval of City Council Voting Delegate and Alternate is not a project requiring review under the California Environmental Quality Act ("CEQA") under CEQA Guidelines section 15378(b)(5) (organizational or administrative activities of government that will not result in direct or indirect physical changes in the environment).

**Policy Implications:** The discussion of Councilmember appointees conforms to City Council Protocols.

LEAGUE OF CALIFORNIA CITIES

**Council Action Advised by September 1, 2026**

**DATE: Wednesday, May 13, 2026**

**TO: Mayors, Council Members, City Clerks, and City Managers**

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES**
**League of California Cities Annual Conference and Expo, Sept. 23-25, 2026**
**Anaheim Convention Center**

Every year, the League of California Cities convenes a member-driven General Assembly at the Cal Cities Annual Conference and Expo. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Friday, Sept. 25, 2026 the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

**Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

**Following council action, please submit your city's delegates through the online submission portal by Tuesday, Sept. 1, 2026.** When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

**Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration opens June 2.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and

alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' event and meeting policy in advance of the conference.

**Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

**Seating Protocol during General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Anaheim Convention Center, will be open at the following times: Wednesday, Sept. 23, 8:00 a.m.-6:00 p.m. and Thursday, Sept. 24, 7:30 a.m.-4:00 p.m. On Friday, Sept. 25, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Tuesday, Sept. 1. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

LEAGUE OF CALIFORNIA CITIES

# General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.

2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.

6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

7. **Resolving Disputes**. In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

LEAGUE OF CALIFORNIA CITIES

# How it works: Cal Cities Resolutions and the General Assembly

**Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.**

**The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.**

## Prior to the Annual Conference and Expo

### General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

### Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

## During the Annual Conference and Expo

### Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

### Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved[1] by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.[2]

### General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

## Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

**Voting delegates** are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates —one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

[1] The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.
[2] Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).



**For more information visit www.calcities.org/general-assembly**

LEAGUE OF CALIFORNIA CITIES

**2025-2026 CAL CITIES OFFICERS**

**President**
Gabe Quinto
*Mayor*
*El Cerrito*

**First Vice President**
Teresa Acosta
*Council Member*
*Carlsbad*

**Second Vice President**
David Cohen
*Council Member*
*San Jose*

**Immediate Past President**
Lynne B. Kennedy
*Mayor Pro Tem,*
*Rancho Cucamonga*

**Executive Director and CEO**
Carolyn M. Coleman

**August 10, 2026**

TO: Cal Cities Members

RE: Cal Cities 2026 Resolution Packet

Sixty days before the Cal Cities Annual Conference and Expo, Cal Cities members may submit resolutions on issues of importance to cities. This year, Cal Cities received one resolution by the July 25 deadline.

The attached packet contains the proposed resolution, background information, supporting letters from cities and city officials, and an analysis of the resolution by Cal Cities. The packet includes detailed information on the resolution process and the next steps for the resolution.

We encourage each city council to consider the resolution and determine a position so your voting delegate can represent your city's position on the resolution.

**Voting Delegates:** City councils must appoint a voting delegate to vote during the General Assembly. Each city may also appoint up to two alternate delegates. If your city has not already done so, please appoint your voting delegate by Tuesday, Sept. 1, 2026. The voting delegate packet contains more information.

The 2026 General Assembly will be held Friday, Sept. 25, at 8:30 a.m. in the Anaheim Convention Center during the Annual Conference and Expo.

For questions about resolutions, voting delegates, or the General Assembly, please contact Zach Seals.

LEAGUE OF CALIFORNIA CITIES

# 2026 Resolution Packet

## Information on 2026 Resolutions Process

**Consideration by Policy Committee (pre-conference)**
Per the Cal Cities bylaws, Cal Cities President Gabe Quinto has referred the submitted resolution to the Housing, Community, and Economic Development Committee. The committee will meet on Thursday, Sept. 17, at 10 a.m. via Zoom to review the resolution and make a recommendation that will be sent to the Resolutions Committee. A public comment period will be held during the meeting. Register for the meeting here.

A list of recommendations the policy committee may make during its meeting is on page two of this packet.

**Consideration by Resolutions Committee (during conference)**
On Thursday, Sept. 24, at 1:00 p.m. the Resolutions Committee will meet to review the resolution and the recommendation of the policy committee.

The Resolutions Committee consist of one representative from each of Cal Cities caucuses, departments, divisions, and policy committees, as well as up to ten additional appointments made by the Cal Cities President. A public comment period will be held during the meeting. Refer to the onsite conference program for the location.

A list of recommendations the Resolutions Committee may make during its meeting is on page two of this packet.

**Consideration by the General Assembly (during conference)**
The General Assembly will convene on Friday, Sept. 25, at 8:30 a.m. to consider any resolutions the Resolutions Committee has forwarded. To vote during the General Assembly, voting delegates must have checked in at the voting delegate booth.

Conference attendees will receive materials for the General Assembly on the evening of Thursday, Sept. 24. For more information on voting and discussion procedures during the General Assembly, see page three of this packet.

**Petitioned Resolutions (during conference)**
The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. To initiate a petitioned resolution, voting delegates from 10% of member cities must sign the petition. The resolution and signatures are due at least 24 hours before the beginning of the General Assembly. Voting delegates who have checked in at the voting delegate booth can receive more information on petitioned resolutions at the booth onsite.

## Policy Committee and Resolutions Committee Actions

The submitted resolution will be heard by the policy committee to which it was assigned, and the Resolutions Committee. The table below shows what recommendations these bodies may make on the resolution.

| Policy Committee Actions | Resolutions Committee Actions |
|---|---|
| Approve | Approve |
| Disapprove* | Disapprove* |
| No Action | No Action |
| Amend and approve | Amend and approve |
| Refer to appropriate policy committee for further study* | Approve as amended |
| Refer as amended to appropriate policy committee for further study* | Refer to appropriate policy committee for further study* |
| | Refer as amended to appropriate policy committee for further study* |
| | Approve with additional amendment(s) |
| | Additional amendments and refer to appropriate policy committee for further study* |

**If a resolution is disapproved or referred for further study by all policy committees to which it is assigned and the Resolutions Committee, it will not proceed to the General Assembly.*

## General Assembly Voting and Discussion Procedures

**Discussion Procedures:**
Discussion procedures during the General Assembly are guided by two calendars: the Consent Calendar and the Regular Calendar. As seen below, resolutions are calendared by the recommendations they receive from policy committees and the Resolutions Committee.

For General Resolutions:

| Policy Committee Recommendation | Resolutions Committee Recommendation | Calendar |
|---|---|---|
| Approve | Approve | Consent Calendar |
| Approve | Disapprove or refer | Regular Calendar |
| Disapprove or refer | Approve | Regular Calendar |
| Disapprove or refer | Disapprove or refer | Does not proceed to General Assembly |

For Petitioned Resolutions:

| Policy Committee Recommendation | Resolutions Committee Action | Calendar |
|---|---|---|
| N/A | Approve | Regular Calendar |
| | Disapprove or Refer | Regular Calendar |
| | Disqualified | Does not proceed to General Assembly |

Items on the Consent Calendar will be presented as one motion during the General Assembly from the Resolutions Committee chair. Unless an item on the Consent Calendar is set aside by the majority of the General Assembly, a vote will be taken on the whole calendar. If an item is set aside, it will be opened for discussion, followed by a vote.

Items on the Regular Calendar will be presented individually by the Resolutions Committee chair. After a recommendation is presented by the Resolutions Committee chair, the resolution will be opened for discussion by the General Assembly. A vote will take place following discussion.

**Voting Procedures:**
Per Cal Cities Bylaws Article XII, Sec. 2, all votes will be conducted by voice vote first. If the presiding official cannot determine the outcome, a vote will be taken by an alternative method, typically a raise of voting cards by voting delegates. A roll call vote may be called for by delegates of ten percent or more of the General Assembly.

**2026 Resolution**

1. Resolution No. 1 submitted by City of Murrieta
    - Letters of concurrence submitted by:
        i. City of Banning;
        ii. City of Calimesa;
        iii. City of Canyon Lake;
        iv. City of Moreno Valley;
        v. City of Norco;
        vi. City of Torrance;
        vii. Crystal Ruiz, Mayor, City of San Jacinto;
        viii. Jessica Alexander, Mayor, City of Temecula
    - Referred to Housing, Community, and Economic Development Committee
    - Policy Committee Recommendation:
    - Resolutions Committee Recommendation:

# Resolution No. 1
# Submitted by City of Murietta

**1. A RESOLUTION OF THE GENERAL ASSEMBLY OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR A WORKING GROUP TO CONSIDER A STATE CONSTITUTIONAL AMENDMENT OR OTHER FORM OF INITIATIVE TO ENSURE FINAL LOCAL AUTHORITY OVER HOUSING AND LAND USE DECISIONS**

Source: City of Murrieta
Concurrence of five or more cities/city officials
Cities/city officials: City of Banning; City of Calimesa; City of Canyon Lake; City of Moreno Valley; City of Norco; City of Torrance; Crystal Ruiz, Mayor, City of San Jacinto; Jessica Alexander, Mayor, City of Temecula
Referred to: Housing, Community, and Economic Development Policy Committee

**WHEREAS**, California cities have historically been responsible for adopting general plans and zoning regulations, reviewing housing development proposals, and providing or coordinating the streets, water, wastewater, public safety, parks, transportation, and other infrastructure and services necessary to support responsible, environmentally sound, and well-planned residential growth; and

**WHEREAS**, the League of California Cities is dedicated to protecting and expanding local control for municipalities across the state to ensure their orderly growth and development; and

**WHEREAS**, the League of California Cities recognizes that local zoning is a primary function of cities and an essential component of home rule, and that a city's general plan should guide its land use planning and strategic decision-making free from pre-emption by the state; and

**WHEREAS**, increasingly prescriptive statewide housing mandates and development approval requirements can override locally adopted plans, zoning standards, and public review procedures without adequately accounting for differences that exist in each unique jurisdiction in infrastructure capacity, water availability, wildfire and evacuation risks, environmental constraints, fiscal impacts, public service needs, and community priorities; and

**WHEREAS**, California's housing goals can be more effectively advanced through state funding, streamlined environmental requirements, and voluntary partnerships that support housing production while preserving the authority of locally elected officials to determine how and where housing is best planned and approved;

**NOW, THEREFORE, BE IT RESOLVED**, by the General Assembly of the League of California Cities, assembled during the Annual Conference in Anaheim, California, on September 25, 2026, that the League of California Cities support the development and advancement of a state constitutional amendment or other legislative, policy, or ballot-based strategies that restore and strengthen local authority over housing and land use matters within municipal boundaries, including general plans, housing elements, zoning, density, design and development standards, project siting, and the approval or denial of housing development applications; and

**BE IT FURTHER RESOLVED**, that any constitutional amendment or alternative strategy should preserve the State's authority to establish broad statewide housing goals and enforce constitutional and civil rights, fair housing requirements, building and life-safety standards, and generally applicable environmental protections, while protecting cities from state actions that compel, through funding conditions or state law, the approval of housing developments that are inconsistent with locally adopted requirements; override local zoning or density standards; or invalidate locally adopted housing or land use decisions when a city has planned in good faith to accommodate its regional housing needs allocation and maintains adequate capacity for housing at all income levels; and

**BE IT FURTHER RESOLVED**, that the League of California Cities consider establishing a statewide working group or other appropriate committee(s) to evaluate and develop a proposed constitutional amendment or other legislative, policy, or ballot-based strategies to restore and strengthen local authority over housing and land use matters including but limited to: conducting appropriate legal, fiscal, and policy analyses; engaging cities and other stakeholders; and building a statewide coalition of proponent supporters in preparation for; the November 2030 General Election, or within another reasonable time frame as determined by the working group.

# Resolution No. 1: Background Information

**Background Information for Resolution**

**Source:** City of Murrieta

**Background:**
California cities are responsible for planning residential growth, adopting general plans and zoning regulations, reviewing development proposals, and providing or coordinating the infrastructure and public services necessary to support new housing. Since 2010, the State has enacted more than 500 housing-related laws that have increasingly shifted housing and land use authority away from local governments. These laws have expanded by-right development, limited locally adopted standards and review processes, and established enforcement mechanisms, including the builder's remedy, that may override local plans and zoning. Although these measures are frequently presented as solutions to housing affordability, many increase development capacity or restrict local review without delivering the meaningful production of housing needed to address the housing crisis.

At the same time, the State has continued to prioritize increased development capacity without adequately accounting for the infrastructure, public services, economic realities, and safety measures necessary to support housing growth. State mandates often fail to reflect local conditions, including roadway and utility capacity, water availability, wildfire exposure, environmental limitations, fiscal impacts, and the availability of essential services. Cities are consequently required to accommodate additional housing while receiving no funding or assistance to address the resulting infrastructure and service demands.

Local elected officials are directly accountable to the residents who experience the effects of development decisions and are responsible for balancing housing production with infrastructure capacity, public safety, environmental protection, fiscal sustainability, and community needs. Cities of all types in California have been grappling with this dynamic, ranging from urban to rural, coastal to inland, small to large, northern to southern, voicing concerns to legislative representatives with minimal responsiveness. This is an issue of statewide concern that needs the strength and diversity of the League of California Cities to pursue a long-term solution.

The proposed resolution directs the League of California Cities to establish a statewide working group to evaluate a constitutional amendment or other legislative, policy, or ballot-based strategies to restore and strengthen local authority over housing and land use decisions. The working group would be tasked with developing a more balanced framework that preserves the State's role in establishing broad housing goals and enforcing constitutional, civil rights, fair housing, building, life-safety, and environmental requirements, while restoring meaningful local authority to allow cities to determine how statewide housing

objectives should be implemented in a manner that reflects local conditions and community priorities while continuing to support responsible housing production.

As the primary statewide organization representing California cities, the League is uniquely positioned to lead this effort. Its established policy, legal, legislative, communications, and advocacy networks enable it to convene municipalities, evaluate potential strategies, conduct legal and fiscal analyses, build consensus, engage stakeholders, and coordinate with statewide decision-makers. League leadership would help ensure that any recommendation reflects the collective interests of California municipalities and would provide the credibility, organizational capacity, and statewide reach necessary to advance a viable strategy.

# Resolution No. 1: Letters of Concurrence

# City of Banning
# Office of the Mayor

July 23, 2026

President Gabe Quinto
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

**Subject: Support for a Resolution Establishing a Working Group to Evaluate a State Constitutional Amendment or Other Initiative to Restore Local Housing and Land Use Authority**

Dear President Quinto,

The City of Murrieta is sponsoring a resolution for consideration by the General Assembly of the League of California Cities to establish a statewide working group to evaluate a constitutional amendment or other legislative, policy, or ballot-based strategies to restore and strengthen local authority over housing and land use decisions.

The proposed resolution, together with the required background materials, will be submitted to the Cal Cities for consideration at the 2026 Annual Conference in Orange County on September 24 and 25, 2026. The resolution would direct the League to convene a working group to evaluate potential approaches for addressing the increasingly broad and prescriptive state mandates affecting local housing, zoning, development standards and project approval authority.

On behalf of the City of Banning, this letter confirms our support for the City of Murrieta's submission of the proposed resolution and its consideration by the League of California Cities General Assembly at the 2026 Annual Conference.

Respectfully,

Richard Royce, Mayor
District 4, City of Banning

Colleen Wallace, City Council Member
District 5, City of Banning
President, Riverside County Division
League of California Cities

City of Calimesa
908 Park Avenue, Calimesa, California 92320
Telephone 909.795.9801 Facsimile 909.795.4399
www.calimesa.gov
"Preserving and enhancing the open space atmosphere and quality of life in Calimesa"

July 21, 2026

President Gabe Quinto
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

**Subject: Support for a Resolution Establishing a Working Group to Evaluate a State Constitutional Amendment or Other Initiative to Restore Local Housing and Land Use Authority**

Dear President Quinto,

The City of Murrieta is sponsoring a resolution for consideration by the General Assembly of the League of California Cities to establish a statewide working group to evaluate a constitutional amendment or other legislative, policy, or ballot-based strategies to restore and strengthen local authority over housing and land use decisions.

The proposed resolution, together with the required background materials, will be submitted to Cal Cities for consideration at the 2026 Annual Conference in Orange County on September 24 and 25. The resolution would direct the League to convene a working group to evaluate potential approaches for addressing the increasingly broad and prescriptive state mandates affecting local housing, zoning, development standards, and project approval authority.

On behalf of the City of Calimesa, this letter confirms our support for the City of Murrieta's submission of the proposed resolution and its consideration by the League of California Cities General Assembly at the 2026 Annual Conference.

Sincerely,

Jeff Cervantez
Mayor
City of Calimesa

www.canyonlakeca.gov
Ⓟ 951.244.2955
Ⓕ 951.246.2022

July 23, 2026

President Gabe Quinto
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Subject: Support for a Resolution Establishing a Working Group to Evaluate a State Constitutional Amendment or Other Initiative to Restore Local Housing and Land Use Authority

Dear President Quinto,

The City of Murrieta is sponsoring a resolution for consideration by the General Assembly of the League of California Cities to establish a statewide working group to evaluate a constitutional amendment or other legislative, policy, or ballot-based strategies to restore and strengthen local authority over housing and land use decisions.

The proposed resolution, together with the required background materials, will be submitted to Cal Cities for consideration at the 2026 Annual Conference in Orange County on September 24 and 25. The resolution would direct the League to convene a working group to evaluate potential approaches for addressing the increasingly broad and prescriptive state mandates affecting local housing, zoning, development standards, and project approval authority.

On behalf of the City of Canyon Lake, this letter confirms our support for the City of Murrieta's submission of the proposed resolution and its consideration by the League of California Cities General Assembly at the 2026 Annual Conference.

Sincerely,

Arron Brown
City Manager
City of Canyon Lake

Brian Mohan
*City Manager*

July 23, 2026

President Gabe Quinto
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

**Subject: Support for a Resolution Establishing a Working Group to Evaluate a State Constitutional Amendment or Other Initiative to Restore Local Housing and Land Use Authority**

Dear President Quinto,

The City of Murrieta is sponsoring a resolution for consideration by the General Assembly of the League of California Cities to establish a statewide working group to evaluate a constitutional amendment or other legislative, policy, or ballot-based strategies to restore and strengthen local authority over housing and land use decisions.

The proposed resolution, together with the required background materials, will be submitted to Cal Cities for consideration at the 2026 Annual Conference in Orange County on September 24 and 25. The resolution would direct the League to convene a working group to evaluate potential approaches to address increasingly broad and prescriptive state mandates affecting local housing, zoning, development standards, and project approval authority.

On behalf of the City of Moreno Valley, this letter confirms our support for the City of Murrieta's submission of the proposed resolution and its consideration by the League of California Cities General Assembly at the 2026 Annual Conference.

Sincerely,

Brian Mohan
City Manager
City of Moreno Valley

CITY OF
NORCO
HORSETOWN USA

July 22, 2026

President Gabe Quinto
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

**Subject: Support for a Resolution Establishing a Working Group to Evaluate a State Constitutional Amendment or Other Initiative to Restore Local Housing and Land Use Authority**

Dear President Quinto,

The City of Murrieta is sponsoring a resolution for consideration by the General Assembly of the League of California Cities to establish a statewide working group to evaluate a constitutional amendment or other legislative, policy, or ballot-based strategies to restore and strengthen local authority over housing and land use decisions.

The proposed resolution, together with the required background materials, will be submitted to Cal Cities for consideration at the 2026 Annual Conference in Orange County on September 24 and 25. The resolution would direct the League to convene a working group to evaluate potential approaches for addressing the increasingly broad and prescriptive state mandates affecting local housing, zoning, development standards, and project approval authority.

On behalf of the City of the Norco, this letter confirms our support for the City of Murrieta's submission of the proposed resolution and its consideration by the League of California Cities General Assembly at the 2026 Annual Conference.

Sincerely,

Kevin Bash
City Council Member
(951) 768-8981

CITY OF
TORRANCE

SHARON KALANI
MAYOR

CITY COUNCIL MEMBERS
DAVID KARTSONIS – District 1
BRIDGETT LEWIS – District 2
ASAM SHEIKH – District 3
VACANT – District 4
BETTY LIEU – District 5
Dr. JEREMY GERSON – District 6

July 29, 2026

President Gabe Quinto
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

**RE: Support for a Resolution Establishing a Working Group to Evaluate a State Constitutional Amendment or Other Initiative to Restore Local Housing and Land Use Authority**

Dear President Quinto,

The City of Murrieta is sponsoring a resolution for consideration by the General Assembly of the League of California Cities to establish a statewide working group to evaluate a constitutional amendment or other legislative, policy, or ballot-based strategies to restore and strengthen local authority over housing and land use decisions.

The proposed resolution, together with the required background materials, will be submitted to Cal Cities for consideration at the 2026 Annual Conference in Orange County on September 24 and 25. The resolution would direct the League to convene a working group to evaluate potential approaches for addressing the increasingly broad and prescriptive state mandates affecting local housing, zoning, development standards, and project approval authority.

On behalf of the City of Torrance, this letter confirms our support for the City of Murrieta's submission of the proposed resolution and its consideration by the League of California Cities General Assembly at the 2026 Annual Conference.

Local authority is essential because cities are best positioned to craft housing strategies tailored to their unique community conditions, infrastructure capacity, and geographic needs.

3031 Torrance Boulevard • Torrance, California 90503 • 310/618-2801 • FAX 310/618-5841

When given the flexibility to plan locally, cities can achieve meaningful housing results while maintaining the character and balance of their communities.

The City of Torrance has consistently demonstrated that local control and proactive housing production go hand in hand:

- **Housing Corridor Overlay Zone:** Through our approved 6th Cycle Housing Element, Torrance created the Housing Corridor Overlay (HCO). This targeted local framework allows for by-right housing and mixed-use development across seven key commercial and transit-adjacent corridors, streamlining approvals and incentivizing production across a full range of income levels.

- **Housing Element Progress & Accountability:** As documented in our Housing Element Annual Progress Reports (APR), Torrance actively tracks, updates, and implements programs—such as aligning our Land Use and Safety Elements—to clear barriers for residential development while ensuring robust infrastructure and public safety standards.

These initiatives illustrate that local governance can effectively drive housing opportunities without one-size-fits-all mandates from the state. Restoring and protecting local land use authority will allow cities across California to continue developing solutions that work best for their residents.

If you have any questions or require further discussion, please feel free to contact Carlos Huizar, Management Associate at (310) 618-5880 or via email at CHuizar@TorranceCA.gov.

Sincerely,

Sharon Kalani
Mayor, City of Torrance

cc:
Ron Holiday, Mayor Pro Tem, City of Murrieta
Lori Stone, City Councilmember, City of Murrieta
Jeff Kiernan, Los Angeles County Division, jkiernan@cacities.org
League of California Cities, cityletters@cacities.org
Joe A. Gonsalves & Sons, gonsalvi@gonsalvi.com

595 S San Jacinto Ave, San Jacinto, CA 92583
Cell: 951-282-1895 • Office: 951-487-7330 • email: cruiz@sanjacintoca.gov

July 23, 2026

Mr. Gabe Quinto, President

League of California Cities

1400 K Street, Suite 400

Sacramento, CA 95814

**Subject:** Support for Murrieta's Proposed Resolution on Housing and Local Governance

Dear League of California Cities Leadership,

I am writing in my individual capacity as Mayor of the City of San Jacinto to express my strong support for the City of Murrieta's proposed resolution, which is scheduled for consideration by the General Assembly at the 2026 Annual Conference.

This resolution represents a timely and important opportunity to thoughtfully examine the balance between California's statewide housing goals and the fundamental constitutional principle of local governance. The proposal to establish a statewide working group to explore a potential constitutional amendment, legislative reforms, or other policy initiatives would create a valuable forum for assessing how local authority over housing and land use decisions can be strengthened while still addressing the State's housing challenges.

Cities are uniquely positioned to understand the distinct needs, opportunities, and constraints of their communities. Local elected officials are directly accountable to the residents they serve and are best equipped to make land use decisions that reflect a community's character, infrastructure capacity, economic development priorities, environmental stewardship, and long-term vision. Moreover, local governments carry the primary responsibility for protecting public safety. Issues such as housing density, transportation, emergency access, wildfire preparedness, evacuation routes, law enforcement and fire service capacity, water availability, and critical infrastructure are inherently local matters that demand the knowledge, judgment, and responsiveness of those who serve their communities daily.

While the State has a critical role to play in addressing California's housing needs, a collaborative approach that respects local expertise and preserves meaningful local discretion will result in stronger, safer, and more sustainable communities. The proposed working group offers a constructive path forward to evaluate policies that achieve our shared housing objectives while restoring an appropriate balance between state direction and local authority.

Although this letter reflects my personal position as Mayor and does not constitute an official action or policy of the City of San Jacinto or the San Jacinto City Council, I respectfully endorse the City of Murrieta's submission of this resolution and encourage its favorable consideration by the League of California Cities General Assembly.

Thank you for your leadership and your thoughtful consideration of this important matter.

Respectfully,



Crystal Ruiz

Mayor

City of San Jacinto

595 S San Jacinto Ave, San Jacinto, CA 92583
Cell: 951-282-1895 • Office: 951-487-7330 • email: cruiz@sanjacintoca.gov

City of Temecula
41000 Main Street ▪ Temecula, CA 92590
(951) 694-6416 ▪ Fax (951) 694-6499 ▪ TemeculaCA.gov

July 23, 2026

Mr. Gabe Quinto, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Subject: **Support for the City of Murrieta's Resolution Establishing a Working Group to Evaluate a State Constitutional Amendment or Other Initiative to Restore Local Housing and Land Use Authority**

Dear President Quinto:

I am writing in my individual capacity as Mayor of the City of Temecula to express my strong support for the City of Murrieta's proposed resolution for consideration by the General Assembly of the League of California Cities at the 2026 Annual Conference.

The proposed resolution presents an important opportunity to thoughtfully evaluate the appropriate balance between California's statewide housing objectives and the constitutional principle of local governance. Establishing a statewide working group to examine a potential constitutional amendment, legislative reforms, or other policy initiatives will provide a meaningful forum to assess how local authority over housing and land use decisions can be strengthened while continuing to address the State's housing challenges.

Cities are uniquely positioned to understand the needs, opportunities, and constraints of their communities. Local elected officials are accountable to the residents they serve and are best equipped to make land use decisions that reflect a community's character, infrastructure capacity, economic development goals, environmental stewardship, and long-term vision. Equally important, local governments bear the primary responsibility for protecting public safety. Decisions regarding housing density, transportation, emergency access, wildfire preparedness, evacuation routes, police and fire service capacity, water availability, and critical infrastructure are inherently local matters that require the knowledge and judgment of those who serve their communities every day.

While the State has an important role in addressing California's housing needs, a collaborative approach that respects local expertise and preserves meaningful local discretion will produce stronger, safer, and more sustainable communities. The proposed working group offers an opportunity to evaluate policies that achieve these shared objectives while restoring an appropriate balance between state direction and local authority.



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Although this letter reflects my personal position and is not an official action or policy of the City of Temecula or the Temecula City Council, I respectfully endorse the City of Murrieta's submission of this resolution and encourage its favorable consideration by the League of California Cities General Assembly.

Thank you for your leadership and your thoughtful consideration of this important issue.

Respectfully,



Jessica Alexander
Mayor, City of Temecula
*Signing in her individual capacity*
*and not on behalf of the City of Temecula*
*or the Temecula City Council.*

# Resolution No. 1: Staff Analysis

## League of California Cities Staff Analysis on Resolution No. 1

Staff: Brady Guertin, Legislative Advocate
Committee: Housing, Community, and Economic Development

**Summary:**
Resolution No.1 states that the League of California Cities (Cal Cities) will:

1. Support the development and advancement of a state constitutional amendment or legislative, policy, or ballot-based strategy that restores and strengthens local authority over housing and land use matters, including general plans, housing elements, zoning, density, design and development standards, project siting, and the approval or denial of housing development applications.

   Pursuant to the resolution, the strategy should preserve the state's authority to set broad, statewide housing goals and enforce civil rights, fair housing, building safety, and environmental standards while protecting local control by preventing the state from compelling the approval of developments that conflict with local requirements, override local zoning or density standards, or overturn local land use decisions where a city has planned for and maintained sufficient capacity to meet its housing obligations.

2. Consider establishing a statewide working group or other appropriate committee(s) to evaluate and develop a proposed constitutional amendment or other legislative, policy, or ballot-based strategies to restore and strengthen local authority over housing and land use matters. The resolution states: "conducting legal, fiscal, and policy analyses; engaging cities and other stakeholders; and building a statewide coalition of proponent supporters in preparation for the November 2030 General Election, or within another reasonable time period."

**Background:**
As provided in the background information, the city of Murrieta is sponsoring this resolution in response to concerns over state laws that have increasingly reduced city discretion over housing and land use decisions, including legislation that requires ministerial or by-right approvals for housing projects, limits the application of local development standards, and strengthens state enforcement mechanisms against local governments.

Additionally, the city of Murrieta, in its background information, maintains that these legislative efforts have not resulted in sufficient housing production to address California's housing shortage and have not adequately accounted for

local infrastructure, public service needs, public safety, market, and fiscal considerations.

The resolution states that California's housing goals are better advanced through state funding, streamlined environmental requirements, and voluntary partnerships, while preserving local authority over how and where housing is best planned and approved.

Consideration of the resolution may be informed by a brief examination of how the California Constitution allocates authority between the state and cities with respect to land use decisions.

The constitution grants cities the power to adopt local laws to protect the public's health, safety, and welfare. This grant is called the "police power," which is the basis for local land use regulation. The constitution grants charter cities the additional power to adopt local laws affecting "municipal affairs." This power, commonly referred to as "home rule," is based on the principle that a city, rather than the state, is in the best position to identify and satisfy the needs of the local community.

The constitution's broad grant of police power contains a significant limitation. Local law adopted under the police power is not valid if it "conflicts" with state law. A local law "conflicts" with state law when it regulates the same "field" in which the Legislature has stated its intent to occupy. In that case, state law is said to "preempt" the local law and it cannot be enforced.

An ordinance adopted by a charter city under the municipal affairs power cannot be enforced if it affects a "matter of statewide concern." The subjects that have been identified as "matters of statewide concern" have changed over the years due to economic, social, and political circumstances.

Since the 1960s, the state has enacted numerous laws that limit or preempt aspects of local land use and zoning authority. These laws include the Fair Employment and Housing Act, Housing Element Law, Housing Accountability Act, Density Bonus Law, Permit Streamlining Act, accessory dwelling unit laws, California Environmental Quality Act, and others. In recent years, the state has enacted several laws that Cal Cities was the leading opposition force against, as many of the proposals pre-empted local land use authority, limited public review, and constrained local flexibility. In support of its housing and land use legislation, the Legislature has cited a statewide housing crisis and the need for increased housing production at all income levels while asserting that a uniform approach to local land use decision-making is required.

**Discussion:**
The resolution does not prescribe a specific policy mechanism. The eight letters in support recommend creating a working group or committee to evaluate potential approaches, including legislative proposals, constitutional amendments, or ballot initiatives to strengthen local authority over housing and land use matters.

A discussion of a strategy to restore and strengthen local authority over housing and land use matters will need to consider the California Constitution's framework for both preemption of police power enactments and municipal affairs, discussed above. It will also need to determine whether changes to the California Constitution will be proposed, and whether they constitute an amendment or a revision, which require different processes.

A constitutional revision is a multistep process blending legislative consensus, voter support, and on occasion, a constitutional convention. It requires significant public engagement.

A constitutional amendment would require a ballot initiative, which includes gathering enough valid signatures to qualify for the ballot, building large coalitions to support election efforts, and campaigning to voters to support the initiative. This process can involve significant costs. In the last major election for ballot initiatives in 2024, proponents spent $8-$18 million to qualify for the ballot and spent nearly $700 million for the full election cycle, averaging out to about $100 million per ballot initiative.

Cal Cities has been engaged in ballot advocacy for over 20 years. In the early 2000s, Cal Cities developed a ballot advocacy infrastructure that included forming an issue political action committee, fundraising, establishing a network of regional managers, and building a coalition with other organizations to ultimately advocate on a ballot measure. Ballot advocacy requires the approval of the Board of Directors with a supermajority vote.

In the Legislature, Cal Cities plays an active and influential role to ensure that local flexibility and autonomy in the land use and housing space is maintained by engaging on dozens of bills every legislative session to ensure that cities' voices are heard at the state Capitol. Below, you will find Cal Cities "Existing Policy" on local control, housing, and land use policies.

**Fiscal Impact**
The resolution itself would not have a significant direct fiscal impact. However, depending on what actions follow, the fiscal costs could be significant.

**Existing Cal Cities Policy**

Vision

To be recognized and respected as the leading advocate for the common interests of California's cities.

Mission Statement

To expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

We Believe

- Local self-governance is the cornerstone of democracy.
- Our strength lies in the unity of our diverse communities of interest.
- In the involvement of all stakeholders in establishing goals and in solving problems.
- In conducting the business of government with transparency, openness, respect, and civility.
- The spirit of honest public service is what builds communities.
- Open decision-making that is of the highest ethical standards honors the public trust.
- Cities are vital to the strength of the California economy.
- The vitality of cities is dependent upon their fiscal stability and local autonomy.
- The active participation of all city officials increases the League's effectiveness.
- Partnerships and collaborations are essential elements of focused advocacy and lobbying.
- Ethical and well-informed city officials are essential for responsive, visionary leadership and effective and efficient city operations.

Zoning

Cal Cities believes local zoning is a primary function of cities and is an essential component of home rule. The process of adoption, implementation and enforcement of zoning ordinances should be open and fair to the public and enhance the responsiveness of local decision-makers. State policy should leave local siting and use decisions to the city and not interfere with local prerogative beyond providing a constitutionally valid procedure for adopting local regulations. State agency siting of facilities, including campuses and office buildings, should be subject to local notice and hearing requirements in order to meet concerns of the local community. Cal Cities opposes legislation that seeks to limit local authority over parking requirements.

Housing Element

Housing issues should be addressed in the general plan as other planning issues are. The housing element should be prepared for the benefit of local

governments and should have equal status with the other elements of the general plan.

Encourage Full Community Participation
Foster an open and inclusive community dialogue and promote alliances and partnerships to meet community needs.

Well-Planned New Growth
Recognize and preserve open space, watersheds, environmental habitats, and agricultural lands, while accommodating new growth in compact forms, in a manner that:

- De-emphasizes automobile dependency;
- Integrates the new growth into existing communities;
- Creates a diversity of affordable housing near employment centers;
- Provides job opportunities for people of all ages and income levels.

**Support:**
The following letters of concurrence were received:
City of Banning
City of Calimesa
City of Canyon Lake
City of Moreno Valley
City of Norco
City of Torrance
Crystal Ruiz, Mayor, City of San Jacinto
Jessica Alexander, Mayor, City of Temecula

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, City Manager



**Meeting Date:** September 22, 2026

**Agenda Item #:** 12

**Agenda Item:** Agenda Planning Calendar

**Requested Action / Suggested Motions:** Identify, with consent of at least two Council Members, any desired future agenda items, and/or modify the Agenda Planning Calendar as desired.

**Responsible Staff Member:** Susan Blankenship, City Clerk and Hilary Roverud, City Manager

**Attachments:**

APC 09 15 2026.pdf

# 2026 Agenda Planning Calendar (Updated 09 15 2026)

| | | Agenda Item | Section | 1st/2nd |
|---|---|---|---|---|
| **Oct 6, 5:30 p.m.** | **City Attorney** | Ord-Non-Res Structures Abandoned Construction (Second Reading) | Consent | |
| | **City Clerk** | Ordinance Increasing City Council Compensation (First Reading) | NB | |
| | | Proclamation - Fire Prevention Month | Proc | |
| | **City Manager** | Economic Development PSA | Consent | |
| | | Authorization To Apply to AQMD Grant for Vehicle Funding | Consent | |
| | **Dev Services** | Sign Ordinance Amendments (First Reading ) | UB | CB/DJ |
| | | Tahoe Living Housing and Mobility Fees | UB | |
| | **Finance** | GAAN Limit | Consent | |
| | **Police** | Patrol Car Purchase | Consent | |
| | **Public Works** | Award of the On-call Surveyor Services contract | Consent | |
| | | Caltrans Sustainable Trans. Planning Grant/Pine Blvd/Park Ave Feasibility | Consent | |
| | | CA Land Use + Climate Innovation/Extreme Heat and Comm. Resilience | Consent | |
| | | Resolution of Intent to Abandon Paradise Ave | Consent | |
| **10/13/2026 Special Mtg** | **City Attorney** | Sale and Use of Glyphosate in the City | NB | CB/DJ |
| **Nov 3, 9:30 a.m.** | **Airport** | Airport Master Plan adoption | NB | |

# 2026 Agenda  Planning Calendar (Updated 09 15 2026)

| | | | | |
|---|---|---|---|---|
| | **CA/CM** | Ethics Policy Update | Consent | SR/DJ |
| | **City Clerk** | Ordinance Increasing City Council Compensation (Second Reading) | Consent | |
| | **City Manager** | Becoming a BearWise Community | NB | Motion 2026-063 |
| | **Dev Services** | TVAP/South Y Area plan Amendment | NB | |
| | | PSA 3rd Party Plan Check Inspection Services | Consent | |
| | | Sign Ordinance Amendments (Second Reading) | Consent | |
| | **Finance** | Budget Carry-Forward | Consent | |
| | **Parks & Rec** | Ice Arena Concessionaire Agreement | NB | |
| | **PD/CA** | Pedestrian Only Zone Ordinance (First Reading) | NB | |
| | | Entertainment Zone  Ordinance Amendments | | KR/DJ |
| | **Public Works** | Paradise Avenue Right-of-Way Abandonment | PH | |
| | | LTRA Project Ranking | Consent | |
| | | Stateline Complete Streets Consulting PSA | Consent | |
| **Nov 17, 5:30 p.m.** | **City Manager** | Community Benefit Grant Awards | Consent | |
| | **Dev Services** | PC + BBOA + ALUC Comission Annual Reports | Consent | |
| | **Parks & Rec** | ACT + P&R + ICOC Comission Annual Reports | Consent | |

# 2026 Agenda Planning Calendar (Updated 09 15 2026)

| | | | | |
|---|---|---|---|---|
| | **Police** | PAC Annual Report | Consent | |
| | | Existing Cell Tower License Agreement | Consent | |
| | **PD/CA** | Pedestrian Only Zone Ordinance (Second Reading) | Consent | |
| | **Public Works** | Update on Reduction of Plastics in the Environment | NB | |
| **Dec 1, 9 a.m.** | **City Clerk** | Certification of Election | If Election is Certified by December 1, if not these items will be brought forward December 15 | |
| | | Outgoing Councilmember Recognition | | |
| | | Oath of Office | | |
| | | City Council Re-Organization Mayor/Mayor Pro Tem | | |
| | | City Council Assignments to Boards & Commissions | | |
| | | 2027 City Council Meeting Schedule | | |
| | **Finance** | TID Annual Report | NB | |
| | **PD/PW** | Shared Mobility Device | NB | DJ/HH |
| | | Bicycle Safety Regulation Discussion | NB | DJ/HH |
| | **Public Works** | Prioritization of Bikes at City Intersections and Bike Lanes | NB | SR/HH |
| **Dec 15, 5:30 p.m.** | **City Clerk** | City Council Protocols Update | NB | |
| | **City Manager** | Progress on Joining a CCA | NB | SR/DJ |

# 2026 Agenda Planning Calendar (Updated 09 15 2026)

| | | | | |
|---|---|---|---|---|
| | **Dev Services** | Food Truck Ordinance Review | NB | |
| | **Finance** | Annual ROPS Approval | Consent | |
| | | Investment Portfolio Report as of September 2026 | Consent | |
| | | Quarterly Budget and Financial Status Report as of September 2026 | Consent | |
| | **HR** | Minimum Wage Increase | Consent | |
| | **Public Works** | Drainage Master Plan Consultant Award | Consent | |
| **January** | **City Manager** | Strategic Planning Workshop | NB | |
| | **Dev Services** | Quarterly Housing Report | | |
| | **Police** | VHR permitting and enforcement status update | NB | |
| | **Public Works** | 2027 Pavement Management Plan Update and Prioritization of all users | NB | SR/CB |
| | | Lakeview and Ski Run Electrical Upgrades | | SR/ |
| **February** | **City Manager** | Strategic Planning Workshop | UB | |
| | **Dev Services** | Noise Standards for Special Events | NB | KR/HH |
| | **Public Works** | Rufus Allen/Rec Center Parking & Pedestrian Access | | HH/DJ |
| **March** | | | | |
| **April** | | | | |

# 2026 Agenda  Planning Calendar (Updated 09 15 2026)

| | | | |
|---|---|---|---|
| **Unscheduled/Pending** | | | |
| | **CA/PD** | Crescent V Parking Enforcement Agreement | DJ/ |
| | **City Manager** | Exploration of becoming a public electric utility | |
| | | City Green Card Assistance Program | KR/ |
| | | Grants/Funding for Undergrounding Utilities | |
| | | Legislative Agenda | |
| | | LTBMU Permit Program Funding | SR/KR |
| | | TID Disolution or Funding Allocation Changes | SR/KR |
| | **Dev Services** | Performance Bond as a Condition of Demolition | SR/ |
| | | Evaluate Feasibility - Res. Area Plan/SB9 & Remove Tourist Accomodation | |
| | | Update on Inclusionary Housing  and Expansion to Timeshares | SR/DJ |
| | | Tobacco Retail Ordinance | |
| | **Finance** | Financial Policies Update inc. Local, State & US Preference | |
| | | Informational Item - Check Cashing | KR/ |
| | **Fire** | MOU Ratification of Auto Aid with TDFD | |
| | | Grants for Homeowner Defensible Space | HH/DJ |

# 2026 Agenda Planning Calendar (Updated 09 15 2026)

| | | |
|---|---|---|
| | LVFD MOU update for data sharing | |
| | CTC Land Access Agreement for Airport project | |
| **Parks & Rec** | Events and Facitilies Naming Rights Discussion | |
| | El Dorado Boat Ramp Dock Replacement Purchase | |
| | Regan Beach Environmental & Design RFP | |
| **Police** | Barton Community Health Needs and Harm Reduction Update | |
| | AI Policy Update | HH/ |
| | SANE Presentation with Barton | |
| | Heavenly Village Employee Discount Parking Passes | SR/CB |
| | Ratification of Application for CalOES DVRT | |
| | Massage Ordinance Update/Amendments | |
| **Police/PW** | Bike Paths/Speed Bumps, Bike Parking, Vehicle Parking | KR/CB |
| | 2026 Update to Parking Fees in the Bellamy Parking Garage | |
| **Public Works** | Geothermal Use Discussion Item | CB/ |
| | Award of PD Roof Replacement | |
| | TTD US 50 Plans Presentation | |
| | Facilities Condition Assessment | |

# 2026 Agenda  Planning Calendar (Updated 09 15 2026)